181, was one wherein several mortgages were in suit, each covering land in a single county, and it is therefore not in point in this case. In the case of *Orcutt* v. *Hanson*, (Iowa,) 32 N. W. Rep. 482, the suit was against the executrix of the mortgagor's will; the mortgaged premises were situated in the county in which the defendant lived, and in which the estate was being settled in the probate court; the debt secured by the mortgage was payable in a different county, and the suit was brought in the latter county to collect the debt and foreclose the mortgage. The only question decided in that case was one which does not arise in this. *Lomax* v. *Smyth*, 50 Iowa, 232, is another Iowa case, later than either of the two mentioned above, and is in point. The decision is to the effect that, under a section of the Iowa Code providing that suits to foreclose mortgages must be brought in the county wherein the mortgaged property, or some part thereof, is situated, a decree of foreclosure and order of sale in a suit upon several deeds, each for a separate tract, given as security for a debt, where a defeasance of all the lands by a single instrument had been taken by the mortgagor, brought in a county embracing only lands affected by one of the deeds, was valid and binding as to lands in another county. The decision in *Wood* v. *Mastick*, 2 Wash. T. 64, 3 Pac. Rep. 612, does not bear on the question at issue to any greater extent than this: It holds that foreclosure suits must be brought in the county or district in which the land, or some part thereof, lies. It does not intimate that more than one suit is necessary where several tracts in different counties are covered by a single mortgage. I hold that in said foreclosure suit the jurisdiction of the district court at Olympia was not partial, and sufficient merely to afford part of the relief to which the mortgage entitled the plaintiff, but it was complete for all purposes.

The mortgage given by the complainant was foreclosed, and the lands in controversy were sold, by proceedings and under process especially provided by the statutes for such a case, and the sale is not void because not made subject to redemption, as provided in the chapter relating to sales of real estate under executions, nor by reason of non-conformity to the provisions of that chapter in other particulars on the part of the sheriff, in executing the process and making his return. The particular provisions of that chapter invoked are wholly inapplicable to the case. *Hays* v. *Miller*, 1 Wash. T. 145; *Parker* v. *Dacres*, 2 Wash. T. 445, 7 Pac. Rep. 893. By the statute, the complainant had a right to redeem the property by paying the mortgage debt, with interest and costs, at any time prior to the sale, (Laws 1873, p. 149, § 563;) and by the order of the court the time was extended for a period of six months from the date of confirmation of the sale. He did not avail himself of the right of redemption given to him by law, or the grace extended to him by the court, and, by the sale of the property and lapse of time, all his rights to and interest in the property were extinguished, and the right of the purchaser to have a valid deed from the sheriff became absolute. Whether such a deed has or has not been executed and delivered is a question which is not material in this case, because it does not concern the complainant. He is in no position to litigate with the defendants any ques-

tion as to the validity or sufficiency of the instrument which their grantor accepted from the sheriff as a deed in compliance with the order of the court.

A decree will be entered in favor of the defendants, confirming their title to the land, as against the complainant.

ROBINSON *v.* ALABAMA & G. MANUF'G CO.

(*Circuit Court, N. D. Georgia.* July 6, 1891.)

1. TRUST-DEED—FORECLOSURE—NOTICE.
A trust-deed made by a manufacturing corporation to secure its bonds empowered the trustees, on default of interest payments, to sell the property, "if, after notice is served on the president of said company, the same shall remain unpaid for six months after such default." *Held*, that when the trustees sued to foreclose, instead of selling under the power, it was unnecessary to aver the giving of notice of default to the defendant.

2. SAME—SINGLE TRUSTEE'S RIGHT TO SUE—PLEADING.
One of three trustees in a trust-deed is entitled to sue alone for foreclosure when he avers that one of the others is dead, and that the remaining one, at a sale of the property under a decree of a state court, claimed to be interested in the purchase thereof, and "is interested adversely to your orator as trustee of said bondholders."

In Equity. Suit by J. J. Robinson, trustee, to foreclose a trust-deed given by the Alabama & Georgia Manufacturing Company to secure certain bonds. On demurrer to bill.

Abbott & Smith, for complainants.

N. J. & T. A. Hammond, for respondents.

Before LAMAR, Justice, and NEWMAN, J.

PER CURIAM. There are five grounds for demurrer, and for convenience we consider them in inverse order. The first ground thus considered is that "said complainant does not aver when default in the payment of interest on said bonds, or any of them, was made known to the trustees, or either of them, nor that any notice thereof has been served on the president of the said Alabama & Georgia Manufacturing Company, both of which are conditions precedent to the exercise of authority and duty, by said mortgage conferred on said trustees or a majority of them." The language of the trust-deed, so far as applicable to this ground of demurrer, is as follows:

"In order, and in the fullest manner, to provide for the payment of bonds aforesaid, and the interest thereon, at the time and place when and where the same shall respectively fall due and be payable, the said J. G. Robinson, W. C. Yancey, and W. T. Huguley, or a majority of their survivors or successors, are hereby authorized and empowered, should default be made in the payment of said bonds when they fall due, or in the payment of the interest on said bonds as it shall accrue, they, immediately on such default, being made known by the holder or holders of the coupons attached thereto, and if, after notice is served upon the president of said compa[illegible], the same