

21st. Because the deed was not confirmed, and no title was consequently transmitted by such deed to Mrs. McMinn.

Same clause of Chapter 52.

22nd. Because the decree of sale, if made, was not enrolled as required by the sixth section of the above-mentioned Statute.

23rd. Because the proceedings in the McMinn suit received in evidence were not, nor was any of them, evidence in a common law Court, in ejectment as to title, or of any avail against the plaintiff claiming title as devisee, and being an infant defendant in the McMinn suit, and the decree of sale not being enrolled, or any final decree pronounced, or the cause ever heard, or the plaintiff's title as devisee under the will set out in the Bill or other proceedings, or any thing alleged showing that Maria McMinn was even a necessary party to the suit, nor any relief prayed against her, or any sale prayed as to her title or interest, or any issue raised that could affect her, nor was she required to answer the Bill, and there was not any issue in that suit respecting her title as devisee.

Taylor on Evidence, 1410; also 560.

4 Mees & Wells, 325; 8 C. & P., 397-403; 14 M. & W., 303; Taylor, 1413.  
Freeman on Judgments, 250, 251-271.

Viner's Evidence, A. B. 17; 2 Sid., 75; 1 Greenleaf, 522-536.

Dan. Ch. Pr., 664; 34 Beav. 654; Dan. 660; Dan. Ch. Pr., 170, 839-841.

24th. Because there was no final decree in the McMinn suit.

Freeman on Judgments, 251, 252, 255, 250; Dan. Ch. Pr., 664.

14 Sim., 265; 12 Cl. & Fin., 368; Lord Red., 251; 2 Atk., 630, 632.

Dan., 161; 2 Ves. Sr., 577; 3 Atk., 809.

25th. Because there was no final decree in favor of the complainant in the McMinn suit.

25th. Because the Master conveyed under an alleged foreclosure decree, as well as otherwise, without there being any decree, order or authority from the Chancery Court in the McMinn suit to warrant such a conveyance.

26th. Because Mary McMinn never received any deed from the Master by authority of the Court, or if so, the fact was not proved.

27th. Because creditors had no lien on the real estate for the payment of their debts under the law of Nova Scotia at that time, nor did the will give them any, and the Chancery Court could not therefore order a sale thereof for that purpose, the statute not giving the Court the power.

28th. Because no order or decree was produced to sustain the so-called Chancery deed, or which authorized a sale under a decree of foreclosure and the other decree referred to in said alleged deed.

29th. Because if the decree of sale was made in the absence of the Chancellor from Halifax, it was not afterwards signed by him and enrolled, or either, as the statute required, the statute making such signing and enrolling a condition to its validity.

Clause 6 of the Act entitled "An Act for the amending of the Practice of the Court of Chancery," etc., passed 1733, vol. 2, page 232, N. S. Statutes, part 2.

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