

lands," and the plaintiffs thereupon issued an *alias* writ and delivered it to the sheriff:

Held, that the plaintiffs had not thereby lost their right to proceed with the suit in equity.

Stevenson v. Franklin, 139.

4. A person being embarrassed made a deed of land to his son in alleged pursuance of a prior agreement, but he remained in possession of the property, and kept the deed in his own hands and unregistered, for fifteen months; and there were other circumstances against the good faith of the transaction:

Held, that the deed was void as against subsequent creditors, the prior creditors having been paid.—*Id.*

SHARES, FORFEITURE OF.

[IN BUILDING SOCIETY.]

See "Building Society."

SHERIFF'S SALES.

1. A debtor being a vendee of land and in default in paying the purchase money, a creditor obtained execution against his lands, and at the sheriff's sale became the purchaser of the debtor's interest for a sum equal to the debt and costs, and took the sheriff's deed accordingly:

Held, that he could not afterwards repudiate the purchase and claim his debt, on the ground that the debtor's interest was not saleable by the sheriff.

Ferguson v. Ferguson, 309.

2. A debtor executed two mortgages, a portion of the land comprised in one of them being comprised in the other, and his interest in all the land was sold under execution.

Held, that the sale was invalid.

Wood v. Wood, 471.

SPECIFIC PERFORMANCE.

1. Where a defendant denies an alleged agreement of which a plaintiff seeks specific performance, the defendant should claim the benefit of the Statute of Frauds in order to exclude parol evidence of the contract.

Butler v. Church, 205.