

FRAUDULENT CONVEYANCES.

Divers conveyances executed by the defendant shortly before the commencement of this suit were declared fraudulent and void as against the plaintiff.

Prentiss v. Brennan, 148.

HIGHWAY.

See "Injunction, 2."

INFANT.

The court will not direct a sale of the real estate of an infant merely because the ancestor was indebted: it must be shewn that the estate will sustain loss, or that the creditors are about to enforce payment of their demands by suit.

Re Boddy, 144.

INJUNCTION.

1. Saw-logs cannot be intended *prima facie* to be of "peculiar value" without any evidence that they are so. But they are more likely to be of peculiar value than most other descriptions of chattels; and specific relief may be given with respect to them in more instances than almost any other sort of chattel property. The relief however must be applied for promptly.

Flint v. Corby, 45.

2. This court has no jurisdiction on the ground of public nuisance to enforce by injunction the ordinary repair of a highway; or to restrain an incorporated road company from suffering a road to continue out of repair; assuming such a jurisdiction to exist, the Attorney General does not seem to be the proper party to sue.

Att. Gen. v. Weston P.R. Co. 211.

3. The court, however, will restrain a company which is authorized to construct a plank or macadamized road from constructing or continuing to construct one of poles.—*Ib.*

4. Where such a company had already re-constructed part of a road (which was out of repair) with poles, without any objection on the part of the public, and there was contradictory evidence as to the quality of the road so made; but it appeared that by adzing off the upper side of the poles, which the company offered in court to do, the road would be rendered sufficiently smooth, and that to be obliged to take up the poles would ruin the company; an injunction for the removal of the poles was refused.—*Ib.*

5. One tenant in common will be restrained at the suit of a cotenant from digging earth for bricks on the joint property. (*Esten, V. C., diss.*)

Dougall v. Foster, 319.

6. The owner of land agreed to sell a portion thereof, and admitted the party into possession, who improved the premises and afterwards offered to sell his improvements back to his vendor; and, for the purpose of ascertaining the amount to be paid, referred it to arbitrators, who made an award, but its terms were never complied with, and the vendor afterwards brought an action of ejectment against the party in possession. The court, upon motion, granted an interim injunction restraining the plaintiff in ejectment from executing a writ of possession.

Cook v. Smith, 441.