

3. And, *Semble*, that the plaintiff, one of the directors, should be estopped from alleging that *M.* was not properly qualified as a director, the effect of which would have been to injuriously affect the value of bonds of the company, to the issue of which the plaintiff was a party. *Ib.*

4. *Held*, also, that the transfer to *M.* was not without consideration, the agreement by the two brothers with each other to make it being sufficient. *Ib.*

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### SUIT ON BEHALF OF ALL CREDITORS.

See "Fraudulent Conveyance," 1.

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### SURPRISE.

See "Practice," 2.

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### TAXES, DEDUCTION OF.

See "Vendor and Purchaser," 6.

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### TENANTS IN COMMON.

The defendant, husband of one of several tenants in common, being in possession of the joint estate, purchased the same at sheriff's sale, of which fact the co-tenants were aware, but took no steps to impeach the transaction until after such a lapse of time as that under the statute the defendant acquired title by possession. The Court, on a bill filed by the other tenants in common, asking to set aside the sheriff's sale and deed on the ground of fraud and collusion between the defendant and execution creditor, negatived such charges, and dismissed the bill, with costs.

Kennedy v. Bateman, 380.

Whether the sale under execution was operative or not, the defendant having held possession ever since, claiming the premises as absolute owner, the title by virtue of the Statute of Limitations ripened into a title in his favour. *Ib.*

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### TRADERS.

See "Fraudulent Conveyance," 3.