

INFANT.

Bills of Exchange Act—Judgment by default—Infancy of defendant—Special circumstances—Judgment set aside and leave to defend granted.

See JUDGMENT, 2.

Half-Breed Lands Act—Infant's lands—Sale of, by order of Court—Conveyance before order made—Payment of money into Court—A condition precedent.

See HALF BREED LANDS.

INFORMATION.

Amendment of.

See EXTRADITION.

INTENT.

Pressure—Chattel mortgage.

See FRAUDULENT PREFERENCE, 1, 2, 3.

INTEREST.

Rate of interest after maturity of mortgage.

See MORTGAGE, 1, 4.

INTERPLEADER.

Interpleader—Exercise of discretion by sheriff—Laches—Protection of sheriff.—A sheriff seizing goods under an execution, and having notice that a third party claims the goods seized, if he desires to interplead, must apply to the Court promptly, and not exercise a discretion by selling or otherwise dealing with the goods.

Boswell v. Pettigrew, 7 P. R. 393, followed.

Darling v. Collatton, 10 P. R. 110, considered.

Protection will be given to the sheriff only when he has not abused his power, or caused substantial grievance and has not been guilty of misconduct or neglect, the object of the statute being to protect him when it is unjust that he should be sued. *A. Harris, Son & Co. v. York* 89

Admissibility of evidence under interpleader issue.

See FRAUDULENT JUDGMENT.

Costs—Liability of execution creditor for—Abandoning on first return of summons—Company—Liquidator.

See COSTS AND SECURITY FOR COSTS, 7.

In an interpleader issue, the execution creditor, as against third parties, must prove a judgment as well as an execution.

See EXECUTION.

Misnomer of one of plaintiffs in an interpleader issue.

See FRAUDULENT PREFERENCE, 2.

On the return of a sheriff's interpleader summons, the evidence of the judgment debtor may be taken.

See EXAMINATION, 1.

IRREGULARITY.

Where a writ of execution does not mention the true date of the judgment upon which it is issued, but a wrong one, the error is merely an irregularity which may be amended.

See CRIMINAL LAW, 2.

JUDGMENT.

1. County Court—Judgment by default regularly signed—Setting aside judgment—Affidavit of merits.