any other person. The interest of a purchaser in land, under an agreement to purchase, we should have thought would clearly come under the last head, and if our construction of the Execution Act is correct, it would be unsafe in practice to act upon the decision in *Prittie* v. *Crawford*.

Before concluding these remarks, we may observe that practitioners seem disposed to think that a decision under the Vendors and Purchasers Acts is a sufficient indemnity against adverse claims, and cases are not unfrequently presented to the Court with little, if any, argument, both parties being desirous that the point raised should be decided in favor of the vendor's title. We think this is a great mistake, because third parties whose rights come in question are not bound by the decision, and therefore the purchaser on all such applications, instead of being supine, should put himself in the place of the person entitled to the supposed adverse claim, and should present every argument to the Court that might reasonably be urged in a suit between hostile parties. The decision of the Court under the Vendors and Purchasers Act so obtained may prove some sort of protection, but otherwise, we fear, in many cases it will prove but a delusion and a snare.

REMEDIES OF INDIVIDUAL CREDITOR OF A PARTNER OF A FIRM.

THE branch of the law dealing with the enforcement of a judgment by a judgment creditor of a single partner in a firm in respect to an individual liability, against the interest of his debtor in the firm, is stated by Lord Justice Lindley (Law of Partnership, 5th ed., p. 362) to be in a most unsatisfactory condition, and requiring to be put on an entirely new footing. At the part of his work above referred to, Lord Justice Lindley deals at length with the mode in which a share in firm property is taken in execution for the separate debts of its owner. To sum up what he there states in words found in the recent case of *Helmore* v. *Smith*, 35 Chy. D., at p. 447: "What the sheriff has got to sell is not the share and interest of the execution debtor in the partnership, but the share and interest of the execution debtor in such of the chattels of the partnership as are seizable under *fi. fa.* The unfortunate purchaser from the sheriff has to find out what he has really had assigned to him, and that he can only do by a partnership account; there is no other mode of proceeding. That does involve practically a dissolution of the whole concern." The levy and subsequent sale to a stranger thus amounts to a dissolution: *Partridge* v. *McIntosh*, 1 Gr., at p. 54; *Flintoff* v. *Dickson*, 10 U.C.R., at p. 431; but *Helmore* v. *Smith* shows that the mere fact of the levy being made does not *ipso facto* work a dissolution. Moreover the sheriff may not take the goods out of the possession of the other partners, who have a lien on them for the satisfaction of the partnership debt: *Ovens* v. *Bull*, 1 A.R. 62; *Sanborn* v *Roger*, 21 Am. Law Reg., 799, and notes; Story's Eq. Jurisp., secs. 677, 678.