

VENDOR AND PURCHASER.

1. Upon a contract for sale of land the purchaser was let into possession; the vendor, instead of complying with his vendee's demand for an abstract of title, instituted proceedings in ejectment, so as to compel payment of the purchase money; and the purchaser defended that action, and did not proceed in this Court until the vendor had recovered judgment. On investigating the title it was found to be bad; the Court, although it gave the purchaser relief so far as restraining the proceedings in ejectment, refused him his costs of his defence at law, but gave him his costs in this Court.

Winters v. Sutton, 148.

2. W. had an interest in land as vendee, but had made default in paying the purchase money and otherwise. The plaintiff B. and one H. had executions in the sheriff's hands on judgments recovered at law against W., H.'s execution having priority. The plaintiffs B. and D. (the latter having the control of H.'s execution) severally inquired of the vendor, whether, if he purchased at Sheriff's sale, the vendor would give him the benefit of the contract; and each had received a favorable answer. The defendant D. became the purchaser at Sheriff's sale at a fair price. Meanwhile the vendor had brought an action of ejectment to put an end to the original contract; and, after the Sheriff's sale, executed a writ of *habere facias possessionem*, but subsequently received payment from D. of the arrears, without objection by B. Two years afterwards B., who had kept alive his execution against W.'s lands, filed a bill against D., claiming that he, B., was entitled to a lien on the interest acquired by D. in the land under this agreement with the vendor:

Bill dismissed with costs: affirming the decree reported ante vol. xi., p. 490.

Burnham v. Dennistoun, 135.

VOLUNTARY CONVEYANCE.

1. A. having received a large sum for the sale of a secret imparted to him and his wife by a relative of the latter, bought with part of it a farm, of which he took the deed in his own name; and afterwards gave instructions for the preparation of a settlement of the property for the use of himself for life, with remainder to his wife and children; but the settlement was not prepared or executed for a year. Shortly before it was executed, he had entered into a hazardous business, which proved disastrous—all his means not sufficing to pay its losses. The farm was the only