

SALE BY SHERIFF.

(SET ASIDE IN EQUITY AT INSTANCE OF ANOTHER JUDGMENT CREDITOR.)

A *fi. fa.* lands having been lodged in the sheriff's office, was allowed to expire without any thing being done under it, either by seizing or offering for sale the lands of the debtor. Afterwards, a new sheriff being appointed, this with other process was handed over to him; and he proceeded formally to offer for sale the lands of the execution debtor, and made a return of "lands on hands for want of buyers;" whereupon the plaintiff sued out a *venditioni exponas* and *fi. fa.* residue, under which the lands which had been previously offered for sale were sold, and a conveyance thereof made by the sheriff.

Upon a bill filed by another judgment creditor, the court below set aside this sale, and ordered the deed to be cancelled; the *ven. ex.* and *fi. fa.* residue being, under the circumstances, absolutely void; which decree was affirmed on appeal.

Gardiner v. Juson, 188.

SEDUCTION.

In an action for the seduction of the daughter of the plaintiff, the action may be maintained before the birth of the child; and,

Per Curiam, the statute (7 Wm. IV ch 8, Con. Stat. U. C. ch. 77) does not dispense with evidence of a pecuniary loss or damage, such as was required before the act.—[*Spragge, V. C.*, and *Adam Wilson, J.*, dissenting.]

Westacott v. Powell, 525.

SLANDER.

In actions for slander or libel it is the province of the judge to determine whether the occasion of uttering the slanderous words, or writing the libelous matter complained of, was or not privileged, and if privileged, *held*, reversing the judgment of the court below, that in the absence of evidence of malice, there is nothing to be left to the jury as to *bonâ fides* or otherwise.

McIntee v. McCulloch, 390.

SPECIFIC PERFORMANCE.

1. In the year 1850, the owner of 100 acres of land, with the view as was admitted of retaining his son upon the property and settling him in life, agreed to convey to him in fee simple 50 acres of this land, worth at least £150, upon payment of £50, payable in six years without interest, and executed a