

If the debtor purchased the goods of complainant with the fraudulent design of subjecting them to the executions of his near relations and other friends having claims against him however just, it affords a clear case for equitable relief: *Id.*

A purchaser gains no title, and acquires no right of retaining goods, if he obtain possession by gross fraud under color of purchase, whether on credit or otherwise: *Id.*

When goods are sold for cash on delivery, if the purchaser, on delivery of the goods and demand of payment, refuses to pay the purchase-money, it is competent for the vendor at once to reclaim the goods, and seek the protection of a court of equity against judgment-creditors of the vendee: *Id.*

In such a case no title passes. The condition of the sale is violated. If an insolvent purchaser, concealing his insolvency from the vendor, procures goods without intending to pay for them, the property in the goods will not be changed: *Id.*

When, however, the vendor does not disaffirm the contract, and reclaim the goods as his own, but, on the failure and absconding of the vendee, issues an attachment against him for the debt, and afterwards obtains judgment by confession against him, and seeks to enforce the judgment by claiming an equitable lien on the goods sold, that is an affirmance of the contract; and there is no principle on which the complainant is entitled to that relief against prior judgment-creditors of the vendee when executions have been levied on the goods: *Id.*

LIST OF NEW LAW BOOKS RECEIVED BY THE PUBLISHERS OF THE AMERICAN LAW REGISTER.

GRAIN.—The Ley Hipotecaria of Spain, or Law on the Inscription of Titles to Immovable Property; Deeds and Preventive Annotations affecting the same, Decrees respecting Legal Incapacity, Absent Parties, &c., and also Provisions for giving effect in Spain to deeds executed in Foreign Countries and to the Judgments of Foreign Courts. Translated and edited by WILLIAM GRAIN, Notary Public, London. Pamph., pp. 149. London: H. Sweet, 1867.

GREENE.—The Code of Procedure, or The New and the Old Modes of Proceeding compared; showing the necessity of restoring the forms of actions and pleadings in cases at common law. By WM. H. GREENE. Pamph., pp. 100. Buffalo, N. Y. Mathews & Warren, Prs.

HILL.—A Manual of the Law of Fixtures. By JOHN W. HILL. 8vo., pp. 150. New York: Baker, Voorhis & Co.

NEW JERSEY.—Reports of Cases argued and determined in the Court of Chancery, the Prerogative Court, and on appeal in the Court of Errors and Appeals of the State of New Jersey. By THOMAS N. McCARTER. Vol. 2, being vol. 15 of N. J. Equity Reports. 8vo., pp. 596. Trenton: Hough & Gillespy, Prs., 1867.