power on the part of the government. *McCulloch* v. *Maryland*, 4 Wheat.; *The People* v. *New York*, 2 Black 620; 2 Wall. 200; 3 Id. 573, and many other Federal judgments, assert the right of taxation, even to the limit of destroying the business or prohibiting indirectly the thing assessed. *Fifield* v. *Close*, 16 Mich. 505; *People* v. *Mayor*, 4 N. Y. 425, 426, 427; *Scovil* v. *Cleveland*, 1 Ohio St., N. S. 126; *Maloy* v. *Marietta*, 11 Ohio St. 638; *Reaves* v. *The Treasurer*, 8 Id. 333; *Armington* v. *Barnett*, 15 Vermont 749; *Weister* v. *Hade*, 52 Penn. St. 478, are but a small portion of the State decisions, which assert in reference to their legislatures this unlimited and wholly irresponsible power of taxation. The courts have no possible control over it. No matter how unjust or severe upon particular interests and persons, unless the imposition is at war with some special constitutional clause in reference to the subject, the provisions relied on in this case have never been held to authorize the interference of courts: Sedgwick on Constitutional Law, 502, 509; and 7 Cush. 53, 82.

Whenever the government seeks the property of the citizen, exercising the right of eminent domain, or by taxation in any of its numerous forms, the processes for seizure and assessment are, in the most plenary sense, within the discretion of the legislatures. It has been often said that the only correction for what is harsh and unjust is to be sought in the nature of our institutions. Those who study this history are not advocates for decreasing a power, without which no people ever have been continuously protected and prosperous.

The bill must be dismissed.

ABSTRACTS OF RECENT AMERICAN DECISIONS.

SUPREME COURT OF THE UNITED STATES.[1]

COURT OF APPEALS OF MARYLAND.[2]

SUPREME COURT OF NORTH CAROLINA.[3]

SUPREME COURT OF VERMONT.[4]

[1] From J. M. Wallace, Esq., Reporter; to appear in volume 9 of his Reports.
[2] From J. S. Stockett, Esq., Reporter; to appear in 30 and 31 Md. Rep.
[3] From S. F. Philips, Esq., Reporter; to appear in 51 N. C. Rep.
[4] From W. G. Veazey, Esq., Reporter; to appear in 42 Vt. Rep.

ACTION.

Commencement of—Discontinuance—Abatement.—For the purpose of avoiding the statute of limitations, the time of issuing the writ is the commencement of the suit, if it is duly served and returned within the time therein limited. For other purposes, service of the writ is regarded as the commencement of the suit: *Kirby* v. *Jackson*, 42 Vt.

In order to constitute the commencement and pendency of an action, in any such sense that the pendency of a prior suit would abate the latter, the service of the writ, in the latter suit, must have been such as would call the defendant to answer to the second suit, and if notice of the discontinuance of the former suit is given the defendant before service is completed, so as to require him to answer the suit, the two suits are not pending at the same time, and the first will not abate the second: *Id.*

Evidence that a copy of said writ, with an attachment of real or personal property thereon, was left in the town clerk's office, for the purpose of attachment, before the notice of discontinuance was given the defendant, is wholly immaterial, and was properly rejected: *Id.*

The plaintiff is not required to show that he had good cause or any cause for the discontinuance of the former suit: *Id.*

ADMIRALTY.

Maritime Lien—The law creates no maritime lien on a vesse as security for the performance of a contract to transport a cargo, unless some contract of affreightment has been made: *The Keokuk*, 9 Wall.

Such a contract cannot be implied against a transportation company from the fact that a man has loaded a barge belonging to the company, by means of his own men, without any knowledge by the company of what he has done, and then delivered bills of lading to the agent of a steamer of the line, the agent at the moment being very much engaged with other matters, just before the steamer, which it was expected by the shipper would tow the barge, sets off; no sufficient statement being made by the shipper, when so delivering the bills, what bills they are, and the agent himself having no knowledge of what has been done in the particular case, nor of the contents of the bills: *Id.*

ATTORNEY.

Power of Court over—A court has power, on the ground of self protection, outside of the common law and statutory doctrine of *contempt*, to disbar an attorney who has shown himself unfit to be one of its officers; and such unfitness may be caused not only *by moral delinquency*, but by *acts* (*here*, a publication) *calculated and intended to injure the court*: *Ex parte Biggs*, 64 N. C.

If an attorney who is also an editor of a newspaper, and who in his latter character writes an article in disparagement of the court, be put under a rule by such court, he may, by answer, raise the point, whether a *prima facie* case has been made out against him and he

be *called on* to make a disavowal—but where, *as here*, he does not take that course, but *elects to disavow*, the case does not present the question, Whether an editorial written by one who is an attorney as well as an editor, falls under *general principles* governing cases of misconduct by attorneys of the court: *Id.*

Where, in such a case, the respondent submitted to *try himself*, and filed a disavowal in these words, "The respondent respectfully answers: That as an attorney and counselor in this court, he has ever been respectful, both in his deportment and language, to his Honor Judge E. W. Jones, and disavows *having ever entertained* any intention of committing a contempt of the court, or any purpose to destroy or impair its authority, or the respect due thereto:" *Held*, that although (in the expression italicized) more general than there was occasion for, the disavowal was sufficient to *excuse*, if not *acquit*; even although in a subsequent paragraph the respondent *insisted* that the article was not libelous; that, by becoming an attorney he had not lost his rights as an editor; that the article was written in the latter character; and that it did not transcend the limits of criticism upon public men, allowed to the freedom of the press: *Id.*

BANKERS.

Lien for Advances—Promissory Notes—Principal and Agent.—Whenever a banker or broker has advanced money to his customer, he has a lien on all the securities in his hands for the amount of his general balance, unless such securities are held under some special agreement: *Miller* v. *F. and M. Bank*, 30 Md.

Where a promissory note, payable to order, is endorsed by the payee without qualification, such endorsement imports property in the holder; and, without notice to the contrary, a person who receives it from such holder, has a right to treat him as the *bona fide* owner of the note, and is not bound to make inquiry whether he holds it as agent or otherwise: *Id.*

D. M. & Co., sent two promissory notes, payable to their order and endorsed generally by them, to J. L. & Co., bankers, for collection. The latter sent them to their correspondents, the F. and M. Bank, endorsed, "for collection." The amount of the notes was collected by the bank and psssed to the credit of J. L. & Co., who subsequently failed, being at the time of their failure indebted to the bank on the general balance of accounts between them. In an action by D. M. & Co., against the bank to recover the amount collected on said notes, *Held*:

1. That the plaintiffs had a right to maintain an action against the defendant, under the well established rule: "That whenever, by express agreement between the parties, a sub-agent is to be employed by the agent to receive money for the principal, or where an authority to do so may fairly be implied from the usual course of trade, or the nature of the transaction, the principal may treat the sub-agent as his agent, and when he has received the money, may recover it in an action for money had and received."

2. That the right of the defendant to retain the proceeds of the

notes in its hands to be applied in part extinguishment of the general balance remaining due on account by J. L. & Co., depended on the question, was credit really given to J. L. &. Co., on the faith of these notes before the receipt of knowledge that they belonged to the plaintiffs?

3. That if such credit were in fact given, it made no difference whether it was in the form of advances of money, or balances on account of mutual dealings between the parties, suffered to remain undrawn for.

4. But if no such credit were in fact given, or if given, subsequent indemnity had been obtained in any way for any loss that might have been occasioned thereby, the plaintiffs were entitled to recover the amount of the notes, as so much money had and received by the defendant to their use.

5. That unless some credit were given, or some risk or responsibility incurred upon the faith of the notes, the defendant would not be allowed to retain the money, simply because it had passed the amount to the credit of J. L. & Co., and they still owed a balance on account: *Id.*

BILLS AND NOTES.—See *Bankers.*

BANKRUPTCY.

Appeal by the Assignee.—Where an appellant in the Supreme Court of the United States becomes bankrupt after his appeal taken, his assignee in bankruptcy, upon the production of the deed of assignment of the register in bankruptcy, duly certified by the clerk of the proper court, may, on motion, be substituted as appellant in the case: *Herndon* v. *Howard*, 9 Wall.

CONFEDERATE NOTES.

Investment by Executor—Where executors collected the funds of an estate in Confederate money, in 1861, 1862, and up to February, 1863, for next of kin living in Tennessee, and the latter received such money without objection, until, in the progress of the war, communication was cut off; and thereupon the executors invested it in Confederate certificates, State treasury notes, and other securities, all of which failed by the results of the war: *Held*, that they had exhibited ordinary care in this respect, and were not responsible for the loss: *Ship* v. *Hettrick*, 63 N. C., 329, cited, distinguished and approved: *Kobb* v. *Taylor*, 64 N. C.

CONSTITUTIONAL LAW.

Contracts by U. S. with Individuals.—Although upon the principles settled by the judgment of this court, *McCullough* v. *Maryland*, Congress may constitutionally make or authorize contracts with individuals or corporations for services to the government; may grant aids by money or land in preparation for and in the in performance of such services; may make any stipulation and conditions in relation to such aids not contrary to the Constitution, and may exempt, in its discretion, the agencies employed in such services from any State taxation which will really prevent or im-

pede the performance of them; yet in the absence of all legislation on the part of Congress to indicate that such an exemption is deemed by it essential to the full performance of the party's obligations to the government, the exemption cannot be applied to the case of a corporation deriving its existence from State law, exercising its franchise under such law, and holding its property within State jurisdiction and under State protection, only because of the employment of the corporation in the service of the government: *Thompson* v. *Pacific Railroad*, 9 Wall.

The point decided in *McCullough* v. *Maryland*, does not establish a broader doctrine, even if some of its reasoning may seem to do so: *Id.*

COUPONS.

Suit by Holder.—A holder of coupons which have been cut off from the bond to which they were originally attached, may bring suit on them, if they represent interest already due, notwithstanding he be no longer holder of the bond to which they belonged. He need not, if he declares properly, produce the bond: *The City* v. *Lamson*, 9 Wall.

In suing on the coupons in such cases, it is proper enough to recite the bonds in such general way as explains and brings into view the relation which the coupons originally held to the bonds, and in some respects still hold. The suit does not, by such recital, become a suit upon the bond; it is still a suit on the coupons: *Id.*

A coupon, if of the ordinary sort, being but a repetition, as respects each six months or other stated term, of the contract which the bond itself makes on that subject, and but a device for the convenience of the holder, a suit upon it is not barred by the statute of limitations, unless the time prescribed in the statute be sufficient to bar also suit upon the bond: *Id.*

DEBTOR AND CREDITOR.

Attachment in Hands of Garnishee–Proof of Ownership.–L, as the agent of the Ætna Life Insurance Company, kept an account in the First National Bank of Baltimore in the name of the company, and made deposits to its credit and drew checks thereon from time to time, under a power of attorney for that purpose from the company. J, having recovered a judgment against L, and supposing that a part of the money so deposited really belonged to L, caused an attachment, by way of execution, to be laid in the hands of the bank. The writ was served on the cashier, who, finding no account on the books of the bank in the name of L, and considering that the attachment could not affect the account of the insurance company, pleaded *nulla bona*. Subsequently he received notice from the counsel of J, that the attachment was intended to cover all moneys and credits of L in the bank, either in his own name or as agent, or trustee, or in the name of the Ætna Life Insurance Company: *Held*, 1. That J, under the attachment against L, could not recover for any funds to the credit of the insurance company which the bank had paid over to it after attachment laid, but before notice that such funds were designed to be affected by the writ.

2. That the bank account kept by L in the name of the Ætna Life Insurance Company, of which he was agent, was admissible in evidence, it being accompanied with a tender of further proof to show that a portion of the money to the credit of the insurance company in the account in fact belonged to L.

3. That no part of the funds in the bank which may have been proved to belong to L could be regarded as the wages or hire of an employee in the hands of his employer, so as to be exempt from attachment under section 36, article 10, of the code of public general laws: *N. Bank* v. *Jaggers*, 31 Md.

Fraudulent Representations—Attachment.—Where goods are obtained on credit by such false and fraudulent representations as would vitiate the sale as against the vendee, the vendor may reclaim them after attachment and before sale on execution, though attached by creditors on debts contracted subsequent to such fraudulent sale, and on the strength of the vendee's having a good stock of goods in his store, and on no other inducement, a part of which stock was the goods obtained by said fraudulent representations: *Field* v. *Stearns*, 42 Vt.

Easement.

Prescriptive Right—Adverse Possession.—Where the defendant, owning a grist-mill and the grounds around it, had been accustomed to use an open space upon the west side for mill purposes, mainly for customers to pass to and from the mill, and finally sold the mill and appurtenances, but no land west of the mill, it was *Held*, that the grantee took no right of way over said open space, the mill being otherwise accessible: *Plimpton* v. *Converse*, 42 Vt.

If there had been a right of way appurtenant to the mill over the defendant's said land prior to his purchase of the mill, it ceased to exist when the title of the mill and the land west of it were united in the defendant; and it having been so extinguished, and as the defendant retained the land west of the mill when he sold the mill, the sale would not revive the easement: *Id.*

In absence of any proof or circumstances indicating the contrary, it may do to assume that the use of an easement is adverse and under a claim of right, but where the nature of the use leaves it doubtful, it is for the jury, and not the court, to say whether, upon the proof and circumstances, the user has been under a claim of right, and adverse: *Id.*

The *prima facie* presumption is, that a person's enjoyment of his own land was an exercise of his right so to enjoy it, and if another claim an easement thereon, the burden is on the latter to show that the interruptions of the owner were consistent with the latter's claim, and not on the owner to show they were inconsistent with it: *Id.*

Estoppel.

Title to Land.—When one makes a deed of land covenanting that he is the owner, and subsequently acquires an outstanding and

adverse title, his new acquisition enures to the grantee on the principle of estoppel: *Irvine* v. *Irvine*, 9 Wall.

Where a person has bought land and paid for it, the deed subsequently made in consequence does not confer a new title on him; but confirms the right which he had acquired before the deed was made: *Id.*

EVIDENCE.

Remedial Statute.—Where a statute gives a remedy to the party aggrieved by action for the recovery of damages, although it gives accumulative damages, in an action by such party upon the statute, the defendent is not entitled to the rule of evidence applicable to criminal trials, which requires the case to be proved against the accused beyond a reasonable doubt: *Burnett* v. *Ward*, 42 Vt.

So held in an action of trespass upon section 9 of chapter 104 of the general statutes, which gives to the owner of sheep or lambs which shall be worried, wounded or killed by a dog, a right to recover in an action of trespass founded on the statute, double damages and double costs of the owner or keeper of such dog, whether the dog had been accustomed to worry, wound or kill sheep or lambs, or not: *Id.*

EXECUTOR AND ADMINISTRATOR.—See *Confederate Notes.*

Payment to Confederate Authorities.—During the late war, an administrator, having in his hands a distributive share belonging to one of the next of kin, residing in Illinois, upon being called upon by the District Court of the Confederate States to answer certain interrogatories propounded for the purpose of finding whether he had in hand any property liable to *sequestration*, without demur or further requisition, paid over to the receiver such distributive share five months before he settled up the estate: *Held*, that he did not therein exhibit ordinary care, and therefore was still responsible to the next of kin for such share: *State to use of Fisher* v. *Ritchey*, 64 N. C

HIGHWAY.

Railroad—Obstructing Highways.—The damage resulting to an individual in consequence of a railway company so constructing their road across a highway as to make it impassable at the crossing, does not constitute a claim against the company, where the facts show no positive injury, but show a mere *non-feasance.* The liability of the company for such a default is, under the statute, to the town; and the liability of towns to individuals for such insufficiency of highway, does not differ from their liability for insufficiencies from other causes: *Buck* v. *C. & P. R. R. Co.*, 42 Vt.

INFANT.

Deed of Affirmance.—The deed of an infant, purporting to convey lands, operates to transmit the title, and is voidable only, not void: *Irvine* v. *Irvine*, 9 Wall.

Although it is not necessary to the affirmation of an infant's voidable deed that there be an act of affirmance by him, after he

comes of age, as solemn in character as the original act itself, still *mere* acquiescence by him is not sufficient evidence of affirmance. The ratification or affirmance must be of a clear and unequivocal character, showing an intention to affirm the deed: *Id.*

Where the infant, having come of age and entered into partnership with third persons, took a lease for his firm of one part of the property which as an infant he had conveyed, from the person to whom he had so conveyed that part with other parts, the lease is proper to go to the jury, on a suit by the infant for these other parts alone, to show an affirmance of his deed for the whole; and with such evidence before the jury, a court rightly refused to charge that the evidence showed *no* affirmance. Whether it did show an affirmance or not was, with this lease before them, matter for the jury to decide: *Id.*

INSURRECTION.—See *Confederate Notes—Executor.*

Contract against Public Policy.—A contract made during the recent war—a part of the consideration for which was the carrying of the mail of the Confederate States by the defendants, cannot now be enforced, being against the public policy of the government: *Clemmons* v. *Hampton*, 64 N. C.

Obiter, that the contract being void, property purchased by the defendant in the course of it may be recovered, or *damages* had for its conversion: *Id.*

LANDLORD AND TENANT.

Mortgagor and Mortgagee—Release—Quit-claim Deed.—A quit-claim deed of the leased premises from a lessor to a lessee does not operate as a release of the rent which had accrued at the date of such deed: *Johnson* v. *Muzzy*, 42 Vt.

The mere fact that a tenant is a mortgagee after condition broken, will not absolve him from the payment of the rent, he giving no notice of an intention to terminate the relation of landlord and tenant existing between him and the mortgagor, and doing nothing equivalent to giving such notice: *Id.*

A decree of foreclosure, in which the time of redemption is extended beyond the life of the lease, will not of itself operate as such notice, or for any reason terminate the mortgagee's relation as tenant to the mortgagor: *Id.*

LIMITATIONS, STATUTE OF.—See *Action.*

Offer by Attorney to Compromise.—An offer, by the defendant's attorney, to settle the claim on which the suit was brought, if the plaintiffs would take fifty cents in the dollar, the offer having been made on his own behalf, without authority from the defendant, and not afterward ratified by him, is insufficient to take the case out of the operation of the statute of limitations: *Morris* v. *Hazlehurst*, 30 Md.

LIS PENDENS.—See *Action.*

MERGER.

Equity—Intention of Parties.—When a mortgagee acquires the equity of redemption in the mortgaged property, it does not follow as necessary consequence that the mortgage becomes merged and extinguished. A person becoming entitled to an estate, subject to a charge for his own benefit, may, if he elect so to do, and manifest such election, take the estate and keep up the charge: *Polk* v. *Reynolds*, 31 Md.

A court of equity will sometimes hold a charge extinguished when, by the strict rules governing the subject at law, it would be regarded as subsisting; and sometimes preserve it, where at law it would be merged; the question being as to the intention, actual or presumed, of the person in whom the interests are united, founded upon the reason or necessity of the case: *Id.*

MISNOMER.

Effect of not Pleading.—Where a party is sued by a wrong name, and the writ is served on the party intended to be sued, and he fails to appear and plead the misnomer in abatement, and suffers judgment to be obtained by default against him in the erroneous name, he is concluded, and execution may be issued on the judgment in that name and levied upon the property and effects of the real defendant: *Bank of Baltimore, Garnishee* v. *Jaggers*, 31 Md.

NEGLIGENCE.

Destruction of Whisky during the War.—Destruction of whisky by a provost-marshal, under the authority of the Confederate States, in 1862, cannot be claimed as *the act of a public enemy*, by a railroad company situated within the limits of that government, and recognizing its control: *Patterson* v. *N. C. R. R.*, 64 N. C.

Leaving leaking barrels of whisky, for a day and night, in a car whose doors were nailed up, standing upon the track in a village, at that time a military post, was gross negligence, and rendered the railroad company responsible for its destruction by the provost-marshal under his authority in matters of police: *Id.*

OFFICER.

Mandamus.—A judgment in mandamus ordering the performance of an official duty against an officer, as if yet in office, when in fact he had gone out after service of the writ, and before the judgment, is void. Such a judgment cannot be executed against his successor: *The Secretary* v. *McGarrahan*, 9 Wall.

Mandamus to compel either the Commissioner of the General Land Office or the Secretary of the Interior to issue a patent, cannot be sustained under statutes as now existing: *Id.*

SET-OFF.

Unliquidated Damages—Jurisdiction.—An unliquidated and uncertain claim for damages cannot be set off against a judgment. In equity, as at law, a set-off is only allowed where there is mutuality in the demands, and the amounts are certain and determined: *Smith* v. *Washington Gaslight Co.*, 31 Md.

Where a plaintiff, located and doing business in the city of Washington, recovers a judgment in the Superior Court of Baltimore city, and the defendant has a claim for damages growing out of the same transaction, the mere fact that the plaintiff is a non-resident does not give a court of equity in Baltimore jurisdiction to restrain the judgment against the defendant, and to enforce a set-off: *Id.*

Mutual debts—Assignment by one Debtor.—Where two persons hold debts against each other—in the absence of any understanding between them, that the one debt shall be applied to the other, there is no lien or equity to prevent one party from making an honest assignment of his claim, even if thereby the other is prevented from recovering *his*. This is so, even in cases of entire mutuality of debt: *McConnaughey* v. *Chambers*, 64 N. C.

Where there was not such entire mutuality, and A had assigned his note without endorsement to a trustee to pay debts, and afterward, judgments were obtained upon both notes: *Held*, that there was nothing in the relation of the original parties, at the time of the assignment, which gave B a right to claim that the trustee took A's note, subject to off-set by *his*: *Id.*

Supreme Court of the United States.

Error to State Court.—No writ of error to a State court can issue without allowance, either by the proper judge of the State court or by a judge of this court, after examination of the record, in order to see whether any question cognizable here on appeal was made and decided in the proper court of the State, and whether the case, upon the face of the record, will justify the allowance of the writ, and this is to be considered as the settled construction of the Judiciary Act on this subject. Writ dismissed accordingly: *Gleason* v. *Florida*, 9 Wall.

Whether in any case the affidavit of a party to the record can be used as evidence of the fact of such allowance doubted. And the affidavit of such a party refused in a case where the court thought it highly probable that he was mistaken in his recollection: *Id.*

Right of Appeal from State Court.—Where the State court in which a judgment in a suit is given is the highest court of law or equity in the State in which a decision in that suit can be had, a right of review exists here under the 25th section of the Judiciary Act (if the case be otherwise one for review here under that section), although that court may not be actually the highest court of law or equity in the State: *Downham* v. *Alexandria*, 9 Wall.

Tax Sale.

Proof of Title Under.—A tax sale is not a judicial sale, and the presumptions of law in favor of the latter are not extended to it: *tty* v. *Mason*, 30 Md.

It is incumbent upon the purchaser of land, at a sale by a collector of axes, to give proof in support of his title, that all the requisites of the law subjecting it to be sold for taxes, have been complied

with. Each one of them forms a necessary link in the chain of title, and if any one of them is wanting, its continuity is broken, and the title cannot be upheld: *Id.*

TRESPASS.

Military Officers Taking Private Property.—Military officers charged with a particular duty, may take private property for public use without making themselves trespassers, but in such cases the necessity must be urgent, such as will not admit of delay and where action upon the part of *civil* authority in providing for the want will be too late: *Bryan* v. *Walker*, 64 N. C.

The burden of proving such exigency in case of suit devolves upon the defendants: *Therefore*, where all that the case showed was, that a wagon and two mules of the plaintiff had been seized in January, 1863, in Wilkes county, by the defendant, commanding a detachment of confederate troops, under the *parol* orders of a brigadier-general, for the transportation service of the detachment, and nothing appeared as to the exigency of the necessity (if any) for such service: *Held*, that the defendants had not made out a defense: *Id.*

The State "Amnesty Act" of 1866 does not include cases of *civil* remedy for private injuries, unless (sect. 4) when the injury occurred under some *law*, or authority *purporting to be a law of the State*, which the *parol orders* here could not pretend to be: *Id.*

Quere as to the power of the State to pass such an act in regard to civil remedies for injuries? *Id.*

Title in Plaintiff.—In an action of trespass for cutting timber from off vacant land, the plaintiff must prove a good title in himself: *Yahhoola River and C. Creek Mining Co.* v. *Irby*, 39 or 40 Ga.

In showing title by an administrator's deed, the order of the ordinary granting leave to sell must be produced. It is not sufficient that it is recited in the deed: *Id.*

In an action of trespass for cutting timber on vacant land, when it is proven that the defendant in good faith believed it was his own land, the verdict, if for the plaintiff, ought to be only for the actual damages proven: *Id.*

TROVER.

Conversion.—A knew, or had good reason to believe, that B had certain cattle in his possession wrongfully, and was not the rightful owner thereof, and co-operated with C by advising him and furnishing him means for the purpose, and with the intent of having C purchase and kill them, and thus put them beyond the reach of the rightful owner, and C was thereby induced to and did buy, slaughter and dispose of them: *Held*, that A was liable in trover to the rightful owner: *Moore* v. *Eldred*, 42 Vt.

VENDOR AND PURCHASER.

Lien for Purchase-Money.—*Prima facie*, a vendor's lien exists in all cases of sales of real estate for the unpaid purchase-money, as against the vendee, and those claiming under him with notice; but