

* a part of the same lands to Nathan I. Waters, by a deed bearing date on the 29th of August, 1825; and that these **587** deeds were made without valuable consideration, and are fraudulent and void. Whereupon he prayed, that they might be set aside and annulled as against him.

The defendants by their answer alleged, that the deeds were made *bona fide*, for a valuable consideration, and they objected, that the return of the sheriff was so defective, that it could give to the plaintiff no title whatever.

If these deeds are really valid, as the defendants contend, there is an end of the matter, since it cannot be necessary to inquire into the correctness of the return for any other purpose than to ascertain how far it is available as passing the property of Nathan Waters; which alone was liable to be seized and sold under the *feri facias*.

The first question then is, whether those deeds were *bona fide* and valid transactions or not? The deed of the 17th of February, 1824, which is the principal one, carries upon its face, that which is calculated to awaken suspicion. It deals in comprehensive generalities. Such and such tracts or parcels of land by name, without any particular specification of locations or boundaries; and, all the furniture and plantation utensils, without any schedule of them, are conveyed to the grantees. There is certainly nothing absolutely illegal in this mode of conveying property; but real sellers and purchasers do not commonly deal so loosely. There is usually some other security required, than the purchaser's own bond merely for so large an amount of purchase money as nine thousand one hundred and fifty dollars in return for an absolute deed of this kind; and the purchaser too, in most cases, is not content with anything short of a precise and unequivocal description of the property he has bought and intends honestly to pay for. At the time this deed, of the 17th of February, 1824, was made, the defendant Nathan Waters, who lived upon this land, had one son and five or six daughters, all of whom were more or less dependent upon him. He was in embarrassed circumstances. His younger daughters lived with him; and his son also, was an inmate of his house, and occasionally worked with him at his trade of a millwright; but it is somewhat doubtful whether his son was then of full age or not; the witnesses differ about the fact. Samuel Ratcliff, William Beck, and Philemon Jones, with their wives, who were his daughters, also lived upon this land, and derived their * subsistence from it. After the date of the conveyance of the 17th of February, 1824, to Nathan I. Waters, **588** the son, and Samuel Ratcliff the son-in-law, Nathan Waters continued to hold possession of the land, claiming it as his own, and exercising many unequivocal acts of ownership over it; he sold timber off it, he rented parcels of it, and gave receipts for the