

rent as due to himself; and he once-drove from it his son; who, as well as Ratcliff, admitted, after the date of the deed, that they had no right to it. There is no clear unsuspecting proof, that either Nathan I. Waters or Samuel Ratcliff ever paid to Nathan Waters anything whatever for this land. The one, as his son, and the other, as the husband of one of his daughters, no doubt had his confidence and shared his best affections; and the more so as they were both poor and had no way of accumulating large sums of money.

In short, it is clear, from all the circumstances of this case, that this deed, of the 17th of February, 1824, was in truth, made, as Nathan Waters himself declared to one of the witnesses, merely “for the purpose of protecting his property until he could pay his debts,” and, that it was a conveyance contrived with the express intent to defraud his creditors; or as it is declared in the strong language of the venerable Statute of 1570, “not only to the let or hindrance of the due course and execution of law and justice, but also to the overthrow of all true and plain dealing, bargaining and chevisance between man and man.” 13 Eliz. c. 5. I shall therefore pronounce both these deeds, for the second must follow the fate of the first, to be utterly void as against this plaintiff if his claim under the return be a sound one.

The next inquiry, therefore, is, as to the validity of the plaintiff's claim. The property in question was sold by the sheriff under and by virtue of a writ of *feri facias* issued on a judgment obtained in an action at common law by Samuel Peach against this defendant Nathan Waters; and this plaintiff makes title as the purchaser at that sale. But these defendants object, that the description of the lands as given by the sheriff, in his return to the *feri facias*, is so vague and uncertain as to convey no valid title to the plaintiff as purchaser. What degree of certainty in the specification of the land taken and sold is necessary to be given by the sheriff, in his return to the *feri facias* under which the levy was * was made, is a question of importance, and **589** deserves to be carefully considered.

By the common law land was not liable to be taken in execution and sold for the payment of debts. Under a *feri facias* nothing, according to the common law, could be taken but chattels, moveable property, the industrial fruits of the earth then growing, such as corn, wheat, &c., or leases for years, of which the writ commanded the sheriff to levy the debt, by a sale, converting them into money. The sale of all personal property passing the right without any more solemn act than a mere delivery; a sale and delivery, by the sheriff of such property, was held to be sufficient in all cases to vest a complete and absolute title in the purchaser, without any particular specification of the thing, thus taken and sold. It was, therefore, unnecessary for the sheriff to make any