

PRACTICE IN CHANCERY.—*Continued.*

- not avail him if he as plaintiff were asking the aid of the Court. *Gough vs. Crane*, 119.
23. Chancery, when called upon to coerce the specific performance of contracts, acts with less restraint than when exercising its ordinary jurisdiction, and will not interfere unless satisfied that the application is fair, just, and reasonable in all respects. *Ib.*
  24. Where the representatives of the wife are asking a Court of Equity to direct the representatives of the husband to deliver over to them the *choses in action* of the wife, not reduced into possession by the husband in his lifetime, and the defence taken is part performance of a parol antenuptial agreement, the defendants should be held to the same clear, definite, and unequivocal proof of the contract set up in the answer, as if they were plaintiffs asking for its specific performance. *Ib.*
  25. In this State a Court of Equity will receive parol proof to reform a written contract, so as to make it correspond with the real intention of the parties, and then decree its specific execution. *Ib.*
  26. But where the contract is by parol, no matter if the intention of the parties was ever so clearly expressed, it would still be void for want of writing, and no reformation of it by a Court of Equity can make it otherwise. *Ib.*
  27. Under the prayer for general relief, the plaintiff may have any relief consistent with the specific relief prayed, which may be warranted by the allegations of the bill. *Dunnock vs. Dunnock*, 140.
  28. Where the whole object of the bill and the special relief prayed for is a separate maintenance or alimony to the wife, so long as the separation between her and her husband may continue, it may well be doubted if a divorce, *a mensa et thoro*, could be granted under the prayer for general relief. *Ib.*
  29. According to the practice in this State, an objection for the want of jurisdiction may be taken at the hearing, though not presented either by plea, answer, or demurrer. *Ib.*
  30. The fact that the complainant had previously filed her bill in the equity side of the County Court for a divorce and alimony, is an insuperable objection to the Court of Chancery granting her relief upon her bill there for alimony. *Ib.*
  31. Where two Courts have concurrent jurisdiction over the same subject-matter, the Court in which the suit is first commenced is entitled to retain it: the other has no authority to interfere, and will as soon as judicially informed of the pendency of the prior suit, dismiss the subsequent proceedings. *Ib.*
  32. Where a portion of the property in dispute was equitable, and the plaintiff's title could not therefore be asserted in a Court of law, and the number of tenants great, and endless litigation might, and probably would, ensue at law, the jurisdiction of equity may be maintained. *Cole vs. O'Neil*, 174.
  33. In a case where the plaintiff shows equitable title to a part of the property in dispute, and a legal and equitable title to the rest, it being decided that the defendant has no title, legal or equitable, and where preservation of the property requires it, a receiver will be appointed. *Ib.*
  34. Where a creditor seeks to offer new proof of his claim in the interval be-