

SEQUESTRATION, WRIT OF, &c.—*Continued.*

2. But where the amount or title of the party whose property is sequestered, is disputed by the person holding the *chase in action*, the court cannot make an order upon him; it is only in a *clear and simple case* that a sequestration can be enforced by order. *Ib.*
3. A writ of sequestration was laid in the hands of a party who denied that the money belonged to the party against whom the writ issued, and set up a deed from such party, conveying the *choses in action* to him in trust, and his proceedings in the Superior Court of Baltimore city for the administration of the trust. HELD—
That under these circumstances, it would be wrong in this court to authorize the institution of proceedings at law or in equity to enforce the sequestration. *Ib.*

SLAVES.

See NEGROES AND SLAVES.

SPECIFIC PERFORMANCE.

1. A much weaker case will constitute a good defence than would be required if the parties were complainants, asking the active interposition of the court in their favor; they are not bound to make out a case which would entitle them to the specific performance of the agreement set up in their answers. *Haines vs. Haines*, 133.
2. To constitute a valuable consideration, it is not necessary that money should be paid; if it be expended on the property on the faith of the contract, it constitutes a valuable consideration. *Ib.*
3. Money expended in the improvement of land on the faith of the contract constitutes a consideration on which to ground a claim for specific performance. *Ib.*
4. A court of equity will not decree the specific performance of a mere voluntary agreement. *Ib.*
5. It is competent for a party in a court of equity to offer parol evidence of a mistake in a written agreement relating to lands, have it rectified, and then specifically executed as rectified. *Philpot vs. Elliott*, 273.
6. But before the agreement will be reformed and executed as reformed, the mistake, and the proposed correction, must both be made out in the clearest and most unequivocal manner. *Ib.*
7. Specific execution of contracts in equity is not a matter of absolute right, but of sound discretion in the court, and unless the court is satisfied, the application is fair, just, and reasonable in every respect, it will abstain from interfering. *Ib.*
8. There are many cases in which parol evidence at the instance of the complainant may be received to rectify a contract in writing, and in which the contract so rectified will be specifically executed. *Wood vs. Patterson*, 335.

See INADEQUACY OF PRICE, 2.

SET-OFF.

1. To authorize a set-off, either at law or in equity, the debt must be mu-