

such right cannot be disputed,) what is to prevent him from invoking the aid of the court, for his protection, if the judgment given for the money remains unpaid.

The argument that the judgment is no more than a general lien, docs not militate against this right of the owner of the land. His title to the protection of the court does not rest upon his rights as a judgment creditor, but upon the act of assembly, and upon that settled and fundamental doctrine according to which the owner of property, taken for the public use, is entitled to compensation, and as Chancellor Kent says, to have it paid before, or at least concurrently with the seizure and appropriation of it.

The complainants in this bill do not ask the court to enforce the payment of their judgment; but showing the judgment to be for the sum awarded by the jury, and stating other facts indicative of peril to their interests, unless the arm of this court is extended to their relief, they ask that the property condemned may be protected from injury until the money is paid, and this, in my judgment, they have a right to ask.

The only remaining question relates to the obligation of the company to pay interest on the sum fixed by the inquisition. The bill prays, that they may be restrained by injunction from digging their canal through the lands of the complainants mentioned and described in the inquisition, without first paying to them the sum of \$13,256, with interest thereon, from the 8th day of October, 1838, or until the further order of the court.

The defendants deny their obligation to pay interest, and this is one of the principal points in dispute between the parties.

It is shown by the evidence that very shortly after the affirmation of the inquisition, on the 8th of October, 1838, the defendants entered upon the land, and commenced cutting their excavations; and, consequently, as I apprehend, their liability to pay the money was then complete. They had no right to enter upon the land at all, except under the circumstances mentioned in the 19th section, without first paying the money.

Being so liable, the obligation to pay interest would seem to