

injunction issued, without bond, to prevent land from being sold under an execution, founded on a judgment against the legal

paid for shortly thereafter; that a deed for the same was soon after prepared, but not executed by Watkins, owing to his negligence, until the 5th of March, 1812; although the plaintiff had, many years before, paid the purchase money; and had, at that time, been in actual possession of the land fourteen or fifteen years. That about the month of February, 1804, the plaintiff purchased of Watkins ninety acres more of the same tract of land, and also a small parcel of another tract, for which the plaintiff agreed to pay five hundred pounds; the whole of which had been long since paid; but for which land he had not obtained a deed until the 5th of March, 1812; although he had had possession thereof, under the contract, seven or eight years. That after the plaintiff had purchased the last parcel of said land, received the possession and paid the purchase money, two several judgments were recovered by the defendant Yates for the use of the defendant Armatt against the said Joseph Watkins; which judgments appear to have been assigned to the defendant Duvall, by him to the defendant John N. Watkins, and by him to the defendant the Bank. That upon the other judgment obtained in October, 1802, by the state for the use of the defendant Brogden, considerable payments had been made, which had not been credited. And that executions had been issued upon those judgments, and laid upon the lands so purchased by the plaintiff. Whereupon this bill prayed for an injunction to stay further proceedings on the said executions so far as related to the said lands; and for general relief, &c.

*22d October, 1817.*—KILTY, *Chancellor.*—The bill is not sworn to, and there is no bond. These defects might be supplied; but, on perusing the bill, I am not satisfied, that an injunction ought to be issued. It does not appear that the complainant has any interest in the lands against that of creditors; or that it is competent for him to enquire into the sum due. If, on the bill being sworn to and bond executed, the counsel should file any observations in writing they will be considered.

Immediately after which the bill was sworn to; and the plaintiff's solicitor, in his remarks filed as suggested, referred to and relied upon the case of *Hampsen v. Edelin*, 2 *H. & J.* 64, in which no bond was required; and he observed, that this was not an application by a defendant at law to stay proceedings on a judgment against him; but to prevent a sale of particular land, because it did not belong to the defendant at law. Upon which the bill was again submitted.

*29th October, 1817.*—KILTY, *Chancellor.*—Since the order of the 22d instant, remarks in writing have been made by the counsel for the complainant, and the case of *Hampsen v. Edelin* in this court has been referred to. No bond appears to have been required in that case. Whereupon is is *Ordered*, that *subpœna* and injunction issue as prayed.

It is to be observed, however, that one of the judgments exhibited was obtained in 1802, before the last purchase of the land; but supposing the complainant to have an equitable interest therein, the other circumstances, stated in the bill, may be sufficient grounds for the injunction, which can be further considered at the hearing of a motion for dissolution.

*Cross v. Mullikin.*—This bill was filed on the 2d of April, 1824, by Thomas Cross against Benjamin H. Mullikin, William Gwynn of John, William Wilkins, Joseph Wilkins, and George Howard. The bill, after setting forth the facts and circumstances as stated in the following opinion of the Chancellor, prayed for special