

filed. *Williams v. Hall*, 1 *Bland*, 194, note; *Billingslea v. Gilbert*, 1 *Bland*, 566.

After which the bill, as appears by an endorsement on it, was filed on the 1st of August, 1797, and on the next day there were filed five separate injunction bonds, given by the plaintiff Robert Walsh alone, with two sureties, to those stated in the bill, as it then stood, to be the several holders of the bonds for the purchase money. These injunction bonds were enclosed in a letter to the register, from the plaintiff's solicitor, in which he says, "I believe the securities are sufficient." It does not appear, that they were by any note or writing approved by the Chancellor; but the injunction was immediately issued, and on the same day served on the clerk of the General Court, in which Court the judgments had been recovered, or the suits were then depending.

There does not appear to have been any petition or written application to amend the bill, but upon the docket there is this entry, "December Term, 1798, leave to amend bill by adding parties, amended bill filed." There was, however, in fact, no separate amended bill ever filed; but instead thereof, the original bill was amended by making sundry interlineations, and then it is certified at the end of it, that "on the 19th December, 1798, Robert Walsh made oath, that this bill, as amended, is true to the best of his knowledge, Samuel Harvey Howard."

There appears to have been several interlineations made in the original bill; but, from the hand-writing of all, as well as from the nature of some of them, it is difficult to determine whether they are to be considered as mere corrections of the first draft of the bill, made before it was submitted to the Chancellor, or as amendments made under the leave. On adverting to the day of filing the bill, and on comparing the original bill itself with the writ of injunction, in which the name of Richard Emory is not mentioned, it appears, that the following interlined sentence, "and hath also endorsed and assigned one other of the said bonds, conditioned for the payment *of seven hundred and fifty pounds, unto a certain Richard Emory, who hath commenced suit in his **14** own name, as assignee of the said Smyth, and at October Term, in the year seventeen hundred and ninety-eight, recovered judgment thereon against your orator in the Western Shore General Court," inserted after the words, "for the recovery thereof," (*); and also the insertion of the name of Richard Emory in the prayer for the injunction, and in other parts of the bill, as a new party, are to be regarded as amendments under the leave. But it does not appear that an injunction bond to Emory was ever filed, as was required in favor of the other defendants; or, that any writ of injunction was ever issued against him.