

decree, stripped of every atom of its property, and reduced, in the language of the Chancellor, to the condition of a mere penniless entity, utterly destitute of pecuniary ability to pay any claim.

The sheriff had levied executions upon the property of the company to satisfy judgments against it, when certain persons, representing the interests of one of the corporators of the company, applied for, and obtained an injunction, after which, and while the injunction was in force, a decree for a sale passed, by consent of the parties, under which, the entire property of the company was sold, including the whole of that upon which the executions had been levied.

Under these circumstances, it is perfectly obvious, that unless the sheriff could recover the fees due him from the proceeds of the sale in court, he was entirely without remedy.

But how different was that case from this—here there has been no sale, and there is no pretence, that Mr. Gilmor, if liable at all for these fees, may not be reached by a proceeding at law. The agreement, to be sure, asserts, that Mr. Brien is insolvent, but that does not affect the responsibility of Mr. Gilmor, and the order applied for, is, that he shall be required to pay the money.

The Chancellor, therefore, thinks, that the prayer of the petition cannot be granted as respects the poundage fees; and the claim for officers' fees, under the circumstances of this case, is also inadmissible, and consequently an order will be passed dismissing the petition.

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[No appeal was taken from this order.]