

nience, in particular circumstances, avoiding the attempt to prescribe an inflexible rule.

In deciding upon new cases as they arise, the Courts are not to disregard previous decisions; they should be consulted and followed, as far as may be safe, having due regard to considerations of general convenience, and the advancement of justice, by avoiding, on the one hand, unnecessary litigation, and on the other, needless and oppressive expenses.

If a bill be liable to be dismissed for multifariousness, the rule is, that it must be dismissed absolutely and *in toto*, and not retained to any extent, and made the foundation of partial relief.

A bill was filed by creditors attacking certain alleged fraudulent conveyances, and a receiver appointed; there was afterwards an amended bill, attacking other conveyances of the same grantor, and asking that the receiver might be ordered to sell certain property alleged to be in danger of loss; and, upon due notice served upon defendants, an order passed accordingly; and a large amount of property sold by the receiver. Two of the defendants to the original, and one to the amended bill, then came in, and demurred to the latter bill, on the ground of multifariousness. **HELD—**That, under the special circumstances of this case, it would be most inconvenient to allow this demurrer to prevail, and that it should, therefore, be overruled.

[The original bill in this case was filed, on the equity side of Baltimore County Court, on the 25th of April, 1849, by Edward Dunn and others, creditors of one Erwin Cooper; and after stating said Cooper's indebtedness to them, charges that, on the 3d of April, 1849, said Cooper, then being in a hopeless state of insolvency, executed a mortgage to the Baltimore and Susquehanna Railroad Company, of certain leasehold and personal estate, which mortgage is alleged to have been made with knowledge on the part of the mortgagee of the grantor's insolvency at the time of its execution, and to be fraudulent and void as against his then existing creditors. It also charges that said Cooper, on the 6th of April, 1849, executed to one Joseph P. Grant a deed of trust of all his estate, real and personal, which the bill then proceeds to assail as fraudulent as against creditors. The bill also further states, that Cooper applied for the benefit of the insolvent laws on the 18th of April, 1849; that on the 1st of April, 1849, he had a large amount of property liable to decay and deterioration, and the prayer is for a receiver to take charge of the same, for an account and