

defendants, *The Cape Sable Company* and *Richard Caton*, and also against *Charles Carroll of Carrollton*, *Alexander Mitchell* and *William McMechen*, for the purpose of obtaining payment of certain large sums of money, &c.; that by an act passed on the 18th of February, 1819, *Richard Caton*, *John Gibson* and others, constituting the association under the deed of the 21st of June, 1813, were incorporated by the name of *The Cape Sable Company*; (a) and were completely organized, as such, accordingly, on the first Monday, or fifth day of April, 1819. This bill moreover proceeds, as is stated by the Chancellor in delivering his opinion, to set forth the rights of these plaintiffs; and their object in filing this bill. Whereupon they prayed for relief and an injunction. Which injunction was granted accordingly. On the 7th of March, 1823, *Robert* and *John Oliver* put in their joint and separate answer; and obtained an order, in the usual form, for a dissolution of the injunction at the ensuing term; when the motion was brought before the court.

21st April, 1823.—JOHNSON, Chancellor.—An injunction issued in this case to prevent the sale of the property of *The Cape Sable Company*, taken in execution under a judgment obtained by *Robert* and *John Oliver* against the company, in Anne Arundel County Court. To the bill filed, on which the injunction was ordered, the *Olivers* have answered; and, at the present term, the motion to dissolve the injunction was elaborately argued. Since the argument the case has been maturely considered. It is a cause of a novel description, demanding full reflection, not only from the character of the case, but from its importance in respect to the amount of property in controversy.

In the year 1812 an agreement was entered into between *John Gibson*, *Richard Caton* and others, and a company was formed to search for coal in Anne Arundel county; and, to enable the company to carry their objects into execution, *Gibson*, by a deed, executed on the 21st of June, 1833, conveyed several tracts of land to *Charles Carroll* in trust. By the agreement and deed all the interest in the land, and the works then or thereafter erected, and in the profits and emoluments were divided into sixty shares; twenty to *Gibson*; thirty-nine to the other persons, mentioned in the deed, and the remaining share to *Gibson*, to be disposed of for the common interest. Twenty-five out of the thirty-nine shares to