Snowden v. *Dorsey*, 6 *H. & J.* 114, say, "that an appeal will not lie from a mere interlocutory order by which nothing is finally settled between * the parties;" and "which was only preparatory to a final decree, and was liable to be reviewed at pleasure;" **173** or "where nothing is done conclusive upon the Chancellor, but the order remains open, subject to his final disposition, and may be rescinded on motion." Let the order of the 12th of February last be tested by this decision of the Court of Appeals, and every difficulty must be at once removed; it is, upon the face of it, merely preparatory to a final decree,—nothing is done conclusive upon the Chancellor. The order directs, that the money "when so brought into Court, be deposited in the Farmers Bank of Maryland to the credit of this case, subject to further order." The place of the deposit of the money is ordered to be changed. It is to be made more secure for the benefit of all concerned, subject to be disposed of by any future order, or by the final decree, in such proportions and in such manner as the right and title of the parties shall require. This order, of the 12th of February last, is not then, according to this opinion of the Court of Appeals, a "decretal order." And the construction, thus given by that Court, to the phrase "decretal order," in the Act of 1818, accords with that which has been always heretofore given to it by this Court.

The practice of requiring and giving bond, on an appeal from a decree of the Court of Chancery, was very carefully inquired into and considered, by the Chancellor in *Ringgold's Case*, *ante*, 5; and in the course of his investigations in that case, he became perfectly convinced, that there was no legislative enactment of this State relative to appeal bonds from the decrees of the Court of Chancery. The Act of 1729 only declares, that the provisions of the Act of 1713, on the subject of appeals, so far as they relate "to the prosecution of them," shall apply to Chancery cases; and, so far as anything may be inferred from what was done by the Court of Appeals in the case of *Smith* v. *Dorsey*, at June Term, 1824, (for the Court gave no reasons for their act,) it appears to be the opinion of that tribunal, that there is no Act of Assembly requiring a bond to be given on an appeal from the Court of Chancery. But it would be obviously impossible, or very difficult, to apply the provisions of the Act of 1713, relative to appeal bonds, on appeals from judgments at common law, to appeals from the multiform and complex decrees of the Court of Chancery. It has, however, been the constant practice to require bond with surety on appeals from * the Court of Chancery, where the thing decreed would be put or continued in jeopardy, or at risk. **174** The practice upon this subject, as heretofore settled and established, the Chancellor has neither the disposition nor the power to alter in any respect whatever.