

“The first appears to be admitted. The sums paid to the bill holders by the Bells, amount to a greater sum. Thompson’s account against the Bells shews an amount due to him greatly exceeding the sum paid him by Heyland. The bills of the Whittles and Tucker, (notarial copies of which are admitted,) amount, with damages and costs, to about that sum. These bills Thompson had endorsed and taken up, and the Bells were liable to him on them, and it was for them, it appears, he entered into the liability; to them he had a right to look; and although there is an expression in one of his letters, that he meant first to get the money from the Whittles, if practicable, yet we do not think he was bound by that expression to follow the Whittles with strict legal diligence. There is no evidence to shew, that there has been any such engagement, or such negligence in enforcing it against the Whittles as should absolve the Bells. There are other items in Thompson’s account, which we did not understand were objected to.

“Upon the whole, we award and determine, that neither the complainants, the original bill holders, nor the assignees of the Bells, nor those of Marcus Heyland, have any claim upon the funds received by Thompson from Heyland. And that a decree shall therefore be made dismissing their bill; but without costs. 12th February, 1827.”

A decree was passed accordingly on the 26th February, 1827.

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* JONES v. MAGILL.

INJUNCTIONS.—MOTION TO DISSOLVE.

An injunction may be granted in any case on the bill alone, before a *sub-pœna* has been issued, except to stay proceedings at law in an action of ejectment by a lessor, or to recover mortgaged property.

But an injunction will not be granted on the bill alone unless it be verified by the affidavit of the plaintiff, or by some other testimony sufficient to induce the Chancellor to credit the truth of the statements. (a)

The mode of giving notice of a motion to dissolve.

(a) Approved in *Charles v. Sheriff*, 12 Md. 279; *Meyers v. Amey*, 21 Md. 306. The practice in Maryland does not require other affidavits than that of the complainant to procure an injunction before answer, where the facts are *in pais*. If they rest in record, or depend upon written evidence, such documentary evidence as constitutes *prima facie* evidence of their truth, as office copies, or short copies and docket entries, are required in addition in proof of such facts. *Meyers v. Amey*. What is required as preliminary to the granting of an injunction, other than the sufficiency of the averments of the bill, is that the confidence of the Court should be obtained, and this may be had on documentary evidence as well as on affidavit. *Charles v. Sheriff*. As to injunctions generally, see *Salmon v. Claggett*, 3 Bland, 125.