

Wherenupon it is ordered, that the injunction heretofore granted is hereby dissolved.

After which testimony was taken and the case brought before the Court on a final hearing; when it appearing, that the plaintiff had failed to sustain his case by proof, by a decree passed on the 4th of November, 1829, the bill was dismissed with costs.

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* DORSEY v. CAMPBELL.

SPECIFIC PERFORMANCE.—PURCHASER UNDER A FIERI FACIAS.

A purchased of B a tract of land, for which A stipulated to pay in bonds and notes endorsed by him, and for the eventual solvency of which he should be responsible. *Held*, that A must deliver to B such *choses in action* within a reasonable time; but could not do so after he had filed his bill against B, for a specific performance: And that B must use due diligence in collecting the *choses in action* so put into his hands: and should be allowed all proper expenses, to be deducted from the sums collected.

On a bill for specific performance, where the agreement is admitted or proved as set forth in the answer, no cross bill is necessary, but a decree may be passed against each party according to the extent of his liability—against the one directing him to convey the estate; and against the other ordering him to pay the purchase money.

The mode in which a purchaser of land under a *fiery facias* from this Court may obtain possession, as directed by the Act of 1825, ch. 103. (a)

This bill was filed on the 16th of June, 1823, by Clement Dorsey against James Campbell and John Ritchie, to enforce the specific performance of an agreement. The bill states, that Henry Anderson had conveyed to the defendants two tracts of land in Charles County, which lands they had sold and contracted to convey, clear of all incumbrances, to this plaintiff; that as a means of making payment for the lands, it was agreed, that the plaintiff should assign to the defendants certain debts and *choses in action*; that he made the assignments accordingly, upon which the defendants had made collections and recovered judgments to the whole amount of the purchase money; and yet, that they had refused to execute and deliver a deed conveying the legal title of those lands to the plaintiff. Whereupon the plaintiff prayed, that the defendants might be ordered to convey the lands according to the terms of the agreement, and for general relief.

The defendants Campbell & Ritchie, on the 6th of December, 1823, put in their answer, in which they admit the contract as

(a) See *Morrill v. Gelston*, 32 Md. 116.