

answer, which should not be conceded to a defendant who fully sustains such a defence as he has set forth.

In application to this claim and defence, proofs have been collected, and the case has been submitted to the decision of a competent tribunal, who, in May, 1822, declared and decreed, that the conveyances from Rogers to Strike were "null and void as against the complainants;" that the property in question should be sold; that the proceeds be brought in "to be applied under the Court's direction," and concluding with a declaration, that "all equities, as to the distribution of the proceeds of sale, are reserved by the Court for hearing," on their being brought in.

It is held to be a first principle, by every Court of justice, that no one can ask for its determination without showing a sufficient ground for its decision. Before a plaintiff can call for a determination in his favor, he must furnish the Court with a basis whereon \*to rest its judgment. In this case, the validity and sufficiency of the plaintiff's claim, are the very foundations of **69** the decree; without that claim having been proved or admitted, no such decree ought, or could have been rightfully made. It does, therefore, necessarily and conclusively establish the plaintiff's claim; and consequently that claim cannot now, in this stage of this cause, be again, in any manner, put in controversy. This is the first point settled by this decree.

The decree then proceeds to remove obstructions, and to grant facilities. The deeds, which are the impediments complained of, are declared to be null and void; or, in other words, as between the plaintiffs and defendants, they are totally annihilated. Whatever validity or operation they may be permitted to have, as between Rogers and Strike, they can have none at all, "as against the complainants." In relation to them, this property is to be dealt with as if those deeds had never existed. This is the second point settled by this decree.

But it would have come to a most lame and impotent conclusion had it stopped here; therefore, after having determined, that the plaintiffs had a claim; which ought to be satisfied; and, that they had a right to have recourse to this property, it goes on to declare that the property shall be sold, and the proceeds brought in to be paid over as the Court should direct. And this is the third point settled by this decree. So far, then, the matters in controversy between these parties have been finally closed; and this decree must be regarded, as all others of a similar nature have been, as a final decree; one in which all the material rights of the parties have been considered and adjudicated upon.

But the decree speaks of further directions, and of equities reserved; and it has omitted to say any thing of certain incidents to those rights which it had finally settled. As to all these particulars this decree yet remains to be fulfilled and executed. When a