

INJUNCTION.—*Continued.*

10. Where the equity of the bill appears to be doubtful, or where the nature of the subject enjoined is such as to require a hearing without delay, &c. the Chancellor, in granting the injunction specifies the time and terms upon which a motion for a dissolution may be heard. *Ib.*
  11. On a motion to dissolve an injunction on the coming in of the answer, the facts only as set forth in the answer are to be considered as established, not the opinions or reasoning of the party; and therefore, where a defendant insisted upon a claim to a certain amount, according to certain proceedings which, of themselves, showed that it could not have amounted to so much; it was held, that the facts so shown by the defendant himself could not be overruled by any thing he had alleged as being, in his opinion, a correct conclusion of law from them. *Chase v. Manhardt*, 311.
  12. Where there is an agreement to allow for payments, or a verdict has been taken by surprise or mistake, it furnishes a ground for the interference of a Court of equity; but if the mistake can be corrected in this Court, a new trial at law will not be ordered. *Ib.*
  13. Where it is admitted by the answer, that there still remains a dispute between the parties, the injunction is always continued until the final hearing. *Ib.*
  14. On a motion to dissolve an injunction, objections of every kind to the answer may be made, and are then in order; and it is a general rule, that if the facts on which the equity of the injunction rests are denied, the injunction must be dissolved; otherwise it must be continued to the final hearing. *Gibson v. Tilton*, 348.
  15. The penalty of an injunction bond to stay proceedings at law should be at least double the amount of the debt and interest then due. *Billingslea v. Gilbert*, 531.
  16. On its being shewn, that the dissolution of an injunction has been irregularly and improperly obtained it may be revived. *Ib.*
- See* ABATEMENT AND REVIVOR, 6.  
WASTE, 6-12.

## INTEREST.

*See* DEBTOR AND CREDITOR, 18-21.

## JUDGMENT.

1. A judgment against an executor or administrator is no evidence against the heirs; against whom the claim must be authenticated as if no such judgment existed. *Dorsey v. Hammond*, 436.
  2. An absolute judgment against an executor or administrator is conclusive evidence against him of a sufficiency of personal assets in his hands. *Ib.*
- See* EXECUTION, 4, 5.

## LAND OFFICE.

The origin of the land office, considered as a branch of the Chancery office; the jurisdiction of the Judges of the land office, under the Proprietary Government, and of the Chancellor, at present, in relation to proceedings in the land office. *Cunningham v. Browning*, 280.