

matter, belong to our Code, but until lately, they * have been suffered to lie unnoticed among those rarely used regulations,

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had made a conveyance of the land to the plaintiff, as appeared by copies of the deed and a receipt for it given by the plaintiff, which they then exhibited with their answer; that they were the principal and only acting executors; that the defendant, Digges, had meddled very little with the estate, and the defendant Hall, had renounced the executorship.

To this answer the plaintiff put in a general replication. A commission was issued, under which testimony was taken and returned; after which the case was set down for final hearing.

May Term, 1736.—This cause coming to be heard before his excellency SAMUEL OGLE, Esquire, Chancellor and keeper of the great seal, in presence of the counsel on both sides, the complainant's bill, and the defendant's answer, and the whole proceedings thereon were read, and appeared to be as before set forth.

Whereupon, and upon hearing the bill and answer, and the proofs taken in the cause read, and what was offered by counsel on both sides, this Court doth think fit, and declare, that the defendants procure a conveyance from the heir-at-law of the testator, agreeable to the conveyance which the complainant received from the testator, and gave his receipt for, or procure an Act of Assembly to confirm that said deed, or such another, on or before the — day of April: and that, upon the execution of such deed by the heir, or confirmation of such deed by Act of Assembly, the complainant pay the consideration money, and the interest thereof, from the date of the complainant's bond, mentioned in the bill of complaint; and in case such deed cannot be had from the heir-at-law, or that an Act of Assembly cannot be procured for confirming such a deed as hereinbefore mentioned, that the complainant pay only the interest of the purchase money from the date of his bond, as a recompense for the use of the land; and, that the judgment at law, and the injunction bond be deemed to be, and stand as security for the principal money and interest in case a title be made to the complainant as already mentioned; and if no such title shall be made, then the judgment at law, and injunction bond to stand as security for the interest of the money only.

The defendants in this cause having declared in Court, that they applied to the last Assembly for an Act to confirm the deed, mentioned in the former decretal order made in this cause, but could not obtain such Act; and that the heir-at-law is a minor, and will not attain his full age in several years, so that they have no means in their power to procure such a conveyance as is mentioned in the said order; therefore, they pray his excellency the Chancellor's further order therein.

The Chancellor having heard counsel on both sides, and taking the same into his consideration, doth think fit to order, that the injunction be made perpetual in this cause, in case the complainant shall pay the interest for the purchase money from the date of his bond, mentioned in the proceedings, and deliver up the possession of the land to the defendants, which are to be complied with by the last day of October next, with liberty to the complainant to finish his crop of all kinds on the said land, and remove his said crop and cattle therefrom; or that the injunction be dissolved. And further, it is ordered, that a reasonable allowance be made to the complainant, by the