followed out without, in effect, depriving the party of the benefit of an appeal, or rendering any appeal thereafter, for correcting the error of such order, entirely nugatory; *Waldo* v. *Caley*, 16 *Ves.* 214; *Wood* v. *Milner*, 1 *Jac. & Wal.* 616; yet it is perfectly manifest, from the very nature of the jurisdiction of the Court of Chancery, that the exercise of its various and flexible powers, which have been expressly so contrived as to afford relief in peculiar cases, and under emergencies which admit of no delay, where no just estimate, in anticipation, can be made of the periled rights of the party, so as to have a satisfaction secured to him, by bond with surety, in the event of a loss; or where no adequate relief can be obtained otherwise than by a prompt exercise of the conservative powers of the Court, an order may be called for, in the outset, or in the progress of a suit, the execution of which, if suspended on giving bond or otherwise, would be, in effect, to declare, that the Court should exercise no such power. And, besides, if the progress of a suit in Chancery might be delayed, by an appeal from any of the various interlocutory orders which the circumstances of the case might require, the suit itself, by such interruptions, by abatements, by loss of testimony, or other accidents, might never be brought to a final hearing; or the final decision might not be until after the subject in controversy itself had perished, or been entirely wasted.

Hence it is obvious, that there are many orders in Chancery from which no appeal ever has been, or ought to be allowed. Such as an order to shew cause why any particular thing should not be done; or an order for an attachment to bring a party before the Court; or an *ex parte* order refusing an injunction; or an order granting an injunction until the coming in of the answer; or then, on motion, dissolving it; (since altered by 1832, ch. 197;) or continuing it until the final hearing, or further order; or, where property was likely to be lost, or materially injured, an order appointing a receiver to take care of it for the benefit of all concerned; (altered by 1830, ch. 185, s. 1;) or an order upon a defendant to bring a sum of money into Court, which he had admitted, in his answer, did not belong to him, for the purpose of having it invested so as to be made productive pending the litigation; (altered by 1830, ch. 185, s. 1;) *Thompson* v. *McKim*, 6 *H. & J.* 327, contrary; or a mere discretionary decree or order, as
* for costs; and the like. To allow a party, on giving bond, **14**
or upon any other condition, to appeal from such orders as these, so as thereby to suspend their execution, would be a scandalous abuse of the right of appeal; *Way* v. *Foy*, 18 *Ves.* 453; it would be to palsy the arm of justice; *Huguenin* v. *Baseley*, 15 *Ves.* 183; and to make a Chancery suit the greatest judicial nuisance that could well be imagined; *The Warden of St. Paul's* v. *Morris*, 9 *Ves.* 318; or, as has been justly observed, by sustaining appeals to such