

In a bill filed by a mortgagee to stay waste, before the debt became due, the prayer for a sale being incompatible with its other statements, was rejected as surplusage; and such a bill was not, afterwards, on a bill to foreclose or sell, considered as another bill then pending for the same cause of suit.

Although no trustee can himself purchase, yet a plaintiff, creditor, or mortgagee, may purchase at a sale made by a trustee; and the purchase money, after deducting all commissions, expenses, and costs, may be discounted from or applied to the discharge of so much of the debt, when adjusted, then due to such purchaser.

After the ratification of the sales the purchaser may be put into possession, if no good cause to the contrary be shewn.

That the Court may not be baffled, it may order that the bids of some persons be not received, or received only upon condition.

The object of an injunction granted before answer, is to preserve all things in their then condition; not to determine any right by anticipation, or to undo or restore any thing, except only in so far as it may consequentially follow from the operation of the injunction.

The mode of obtaining and proceeding upon an attachment for a breach of an injunction.

Pragmatic trespassers, pending an injunction bill, may be made to remove the erections made by them on the property in controversy. (c)

THIS bill was filed on the 15th of January, 1825, by William Brewer against Elizabeth Murdock, in which it was stated, that the late Gilbert Murdock and the defendant, his then wife, on the 27th of February, 1822, to secure to the plaintiff the payment of the sum of \$500 on or before the 27th of February, 1825, and the annual payment of the interest thereon, mortgaged to him a tract of land, belonging to her, called Proctor's Forest; that the whole interest had been paid as it became due; that the defendant was cutting and carrying away the timber and wood growing on the land, by which means it would be so lessened in value as not to sell for sufficient to pay the mortgage debt. Upon which he prayed for an injunction to stay waste, and that a decree might be passed for the sale of the mortgaged premises for the payment of the debt * and interest, and for general relief. An injunction was granted as prayed.

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The defendant, by her answer, admitted the cutting and carrying away of timber, as charged, but averred that the land would, notwithstanding, be more than sufficient to pay the debt; and as to the prayer for a sale, she relied on the fact that no part of the debt was due at the time the bill was filed.

Upon hearing of the motion to dissolve, on the 11th of October, 1825, the injunction was continued to the final hearing or further order.

(c) Cited in *Washington Univ. v. Green*, 1 Md. Ch. 101. See *Salmon v. Clagett*, 3 Bland, 125, *not.*