Soon after I came here I was made sensible of the necessity of great care and vigilance in order to steer clear of any collision * with my co-ordinate neighbors, and yet have not been able to do so upon all occasions; because of the facts of the case **601** not having been fully disclosed in the first instance. In a case where the plaintiff merely represented that he had become the debtor of the defendant by bond, on which judgment had been obtained at law, without giving him all the credits to which he was equitably entitled; I granted an injunction to stay the proceedings at law. But on its being clearly shewn by the answer, that the plaintiff at law was suing there on a bond he had taken as a trustee under a decree of the County Court of equity, I not only dissolved the injunction, but dismissed the bill with costs, on the ground that the proceedings upon the bond were properly a branch of a suit depending in another Court of equity with whose movements this Court ought not to intermeddle. But on another occasion, when I had passed a decree for the payment of a sum of money, and the party had sued out a *fieri facias*, a County Court granted an injunction to stop the further proceedings upon that *fieri facias*. In that case the collision was palpable and direct. I determined, however, to submit, and without pressing the conflict, which could have been attended with no good effect, to leave the error to be corrected by the County Court itself.

The recollection of these circumstances, has suggested the propriety of explaining my views upon this subject more fully than might otherwise have been deemed necessary.

It has been thought by some, that where any one Court of competent authority, had in any manner expressed an opinion on a subject, every other Court having no more than a concurrent jurisdiction, was thereby precluded from taking cognizance of the same matter. But it is believed, that the general rule is not so entirely comprehensive.

It is certain, that a judgment or decree upon any matter put in issue between the same parties, in relation to the same subject, is a complete bar to any subsequent suit for the same matter. So too, after a suit has been instituted, and is then depending in any Court of competent jurisdiction in this State, though it is not so with regard to a suit in a foreign Court, no other suit can be maintained for the same subject between the same parties. *Bowne* v. *Joy*, 9 *John. Rep.* 221; *Walsh* v. *Durkin*, 12 *John. Rep.* 99. And even if the one suit be brought in a Court of common law, and the other in equity, to prevent such duplicate vexation, the Court * of Chancery will put the plaintiff to his election, and compel him to abandon the one suit or the other. 1 *Newl. Pra.* **602** *Cha.* 246.

These rules can only apply where the parties and the subject are the same in both suits; but if there be any essential differ-