

Salmon paid as they became due. Upon which three several grounds, including a debt collected by Thomas Clagett, and house-

bond, except as to the costs on the appeal, for which the appeal bond alone is answerable. *Hamilton v. State*, 32 Md. 348.

Pending an action of ejectment, the defendant therein applied for an injunction to restrain the plaintiff from further prosecution of the action, and an order was passed directing the injunction to issue. The injunction bond was duly filed and approved, but no writ in fact ever issued. The ejectment action, however, was entered enjoined. The condition of the bond was to prosecute the injunction with effect. *Held*, that it was impossible for the obligor to prosecute with effect a writ which never issued. His responsibility, according to the terms of the bond, did not begin until the writ issued; and the obligee, before he can maintain an action on the bond must aver in his declaration that the writ issued, that he had been restrained by it, that it had been dissolved or disposed of, and he must also assign a breach within the condition of the bond, according to its letter and terms. *Eakle v. Smith*, 27 Md. 467. In this case, the proper remedy of the obligee, if he sustained any injury, is on the agreement and not on the bond.

If, on an appeal from an order granting an injunction, the order is affirmed, and the thing on which the injunction was intended to operate exists in *specie*, in the possession of the defendant, the injunction is restored to its original vigor; and if the thing has been consumed, or disposed of, the complainant's remedy is on the appeal bond. *Blondheim v. Moore*, 11 Md. 365. The obligation of a surety in an injunction bond is not discharged by the admission of other parties, as complainants, to prosecute the cause in which the injunction issued;—that cause being a creditor's bill. *Levy v. Taylor*, 24 Md. 282. In construing such bond with reference to the question of the discharge of the surety, the Court will be guided by the intention of the parties when the bond was executed taking into consideration that the bill was filed by creditors in behalf of themselves and others who might come in, and that the bond was given in a judicial proceeding, as a necessary step to obtain the writ, and to indemnify the adverse party against its effects and operations. *Ibid*.

Where the object of the injunction was to prevent the defendant from selling or meddling with certain goods, pending a suit to subject the same to the payment of debts due to complainant and others, the amount properly recoverable in an action on the injunction bond, is the loss in value of the goods during the operation of the injunction, not exceeding the penalty of the bond, with interest thereon from the time of the institution of the suit. *Levy v. Taylor*, 24 Md. 282. See also, as to evidence and measure of damages in a suit on the bond. *Burgess v. Lloyd*, 7 Md. 178; *Lange v. Wagner*, 52 Md. 310; *Banks v. State*, 62 Md. 88.

Where, upon a bill for an injunction, the order directed the injunction to issue "on the filing of a bond," and the bond was filed, reciting that the obligors "have obtained" the injunction, and the writ issued, all on the same day; *held*, that these must be regarded as simultaneous acts, and that the bond referred to the injunction then obtained. *Wallis v. Dilley*, 7 Md. 237.

Injunction bond executed by a person acting under a power of attorney, held to be valid. *State v. Banks*, 48 Md. 513. In an action on the bond, it is error to join the surviving obligor with the executor of the deceased obligor in the same suit. *Ibid*. In an action against the surety on an injunction bond, after the death of the principal, the fact that the obligee failed to sue