

INJUNCTION—*Continued.*

- That proceedings *subsequently* instituted by Albert and wife, in Baltimore County Court, as a Court of Equity, and a decree thereby obtained, giving them such preference, were violations of said injunction, and that this court had a right to prohibit, by injunction, the execution of such decree, and to treat the same, with the proceedings by which it was obtained, as a nullity. *Winn & Ross vs. Albert & Wife, and Jones, 42.*
5. The ordinary form in which the court interposes its aid, in the case of bills *quia timet*, is by injunction and the appointment of a receiver. *Drury vs. Roberts, 157.*
  6. Upon a motion to dissolve, the defendant can only rely upon so much of the answer as is responsive to the bill, and matter in avoidance cannot be allowed to have any effect. *Ib.*
  7. Nothing can be clearer than the power of this court to prohibit, by injunction, the obstruction of water courses, the diversion of streams from mills, the back flowage upon them, and injuries of the like kind, which, from their nature, cannot be adequately compensated by damages at law. *Lamborn vs. Covington Company, 409.*
  8. Where a bill prays *for relief*, by way of injunction, and does not pray for the *process* of injunction, the process cannot be granted. *Union Bank vs. Kerr & Glenn, 460.*
  9. Upon a bill for a specific execution of an agreement and an injunction, it is clear that if, upon the plaintiff's case, as made out by his bill, he is not entitled to a specific execution of the agreement set up by him, he cannot be entitled to an injunction which is only ancillary to the principal object of the suit. *Allen vs. Burke, 534.*

See JURISDICTION, 2.

## INSOLVENT DEBTOR.

1. The trustee of an insolvent debtor is a necessary party to a bill filed by a creditor to vacate a fraudulent conveyance made by the insolvent before his application. *Swan vs. Dent & Richards, 111.*
2. The transfer to a favored creditor to be void, under our insolvent system, must be made with a view, or under an expectation, of taking the benefit of the insolvent laws, and also with intent thereby to give him an undue and improper preference—both intents must be found to exist, or the transfer will not be disturbed. *Powles vs. Dilley, 119.*
3. The intent may be deduced, as in other cases, from facts and circumstances, but these must be such, as by fair inference will bring the mind to the conclusion that the unlawful intent existed. *Ib.*
4. The circumstances of this case, distinguished from those of *Dulaney vs. Hoffman, 7 Gill & Johns., 107.* *Ib.*
5. The title to property, or claims transferred or conveyed to a favored creditor, contrary to the provisions of the insolvent system, is, by the act of 1812, ch. 77, expressly vested in the trustee of the insolvent, and he alone is competent to sue for its recovery for the benefit of the creditors generally. *Ib.*
6. The Chancery Court has no jurisdiction over the subject of the appointment of insolvent trustees; this is a power confided exclusively