

James, who, I have no doubt, is a gentleman of the highest respectability, but because the facts deposed to by him are not, in my opinion, of that character which would warrant the Court in disregarding its own rule, and establishing another materially affecting the rights of property.

My opinion, therefore, is, that the account B, reported by the Auditor, is correct, and I shall pass an order ratifying it.

GRAFTON L. DULANY, for the Complainants.

THOS. DONALDSON, for the Insurance Company.

EDWARD REYNOLDS AND OTHERS,

vs.

MARGARETTA HOWARD AND EMILY  
HOWARD.

DECEMBER TERM, 1850.

[CHANCERY PRACTICE—INJUNCTION—EXTENT OF JURISDICTION OF THIS COURT.]

AN injunction to restrain proceedings at law for the collection of money due upon notes of hand, given to the vendors for the purchase-money of land, cannot issue without an injunction bond; and where the bill asks for such injunction upon the ground of credits claimed, the amount of such credits should appear, and the balance brought into Court, to be paid to the vendors.

Where such a bill was filed against two only of the five vendors, and the only ground of complaint is the refusal to allow such credits, it cannot be regarded as a bill for the specific performance of the contract of purchase, and the want of necessary parties would forbid the granting of such relief, even if the evidence showed the complainants entitled to it.

The amount of such credits claimed being less than five pounds, it is not sufficiently large to sustain the jurisdiction of this Court.

By the Act of 1715, ch. 41, this Court cannot hear, determine, or give relief in any cause, matter, or thing, wherein the original debt or damages does not amount to 1201 pounds of tobacco, or five pounds and one penny in money.

[The complainants in this case, in March, 1847, purchased