

of the defendants, and three other parties, certain lands, and took a bond of conveyance therefor, signed by all the parties. They paid the purchase-money as it came due, excepting the last two notes for \$300 each, due to the defendants respectively, which they refused to pay, upon the ground that certain taxes upon the lands, for the years 1845 and 1846, had not been paid by the defendants; and the present bill was filed for an injunction to restrain the defendants from proceeding at law to collect these notes. Upon this bill the Chancellor made the following remarks.]

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**THE CHANCELLOR :**

An injunction cannot issue upon this bill without a bond. The opinion of the Court of Appeals, in the case of *Alexander vs. Ghiselin*, in 5 *Gill*, 188, establishes the rule in all such cases. The bill does not state how much will remain due after deducting the taxes, for which a credit is claimed. This should appear, and this balance ought to be brought into Court, to be paid to the defendants, the vendors of the land.

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[An amended bill was then filed, setting forth the amount of the taxes for which a credit was claimed; and the amount of the notes, with interest, was paid into Court. An injunction was then granted, as prayed, upon the filing of a bond, and after answers, proof, and other proceedings, the case was set down for final hearing, when the Chancellor delivered the following opinion, in which the facts of the case are sufficiently stated.]

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**THE CHANCELLOR :**

If this could, upon any fair construction of its statements, be regarded as a bill for the specific performance of the contract of purchase, mentioned in the bond of conveyance filed as an exhibit, there could, of course, be no doubt of the jurisdiction of this Court to grant that relief, and it would certainly be quite willing to do so, provided the facts and circumstances of the case made it proper.