

[The facts of this case are fully stated in the opinion of the Chancellor.]

THE CHANCELLOR:

This case is brought before the court upon a motion to dissolve the injunction, and the solicitors of the parties have filed written arguments in support of, and in opposition to, the motion.

The bill was filed on the 1st of December, in the year 1845, and alleges, in substance, that on or about the 1st of January, 1841, the complainants purchased of the defendants, Chaney and wife, a parcel of land of which they alleged themselves to be in possession, containing 181 acres and $\frac{3}{4}$ of an acre, at the price of \$45 per acre, the purchase money amounting to \$8,184 37, for which they gave their joint single bills to Chaney, who delivered to the complainant, Anthony, all the land except eight and seven-eighths of an acre, and agreed, in writing, to deduct from the purchase money the amount of said deficiency, (the agreement being filed as an exhibit with the bill,) and that the defendant and his wife executed to the complainant, Anthony, a deed for the land, which deed is also exhibited.

That the whole purchase money has been paid, except the last single bill for \$3,407 87 $\frac{1}{2}$, and upon that several payments have been made, amounting to \$1,500, of which the sum of \$400 was paid on the 29th of April, 1844. That in May, 1845, a judgment was obtained on this single bill against the complainants, without giving credit for the last payment of \$400, or the deficiency in the number of acres, in pursuance of the agreement, and the complainants are informed, and believe, that the defendant, Chaney, is about to enforce, by execution, the payment of the whole amount of the judgment, though they insist he never was in possession of the said eight and seven-eighths of an acre, nor had title thereto, the same being held and claimed by other persons.

Exhibits were filed with the bill, showing payments for which credits were claimed, all of which were credited upon