

in part payment of the purchase money, for a certain piece or parcel of land, called Friendship, which he had purchased of said Hatton, on the 26th of March, 1825, and took from him a bond of that date, to convey the same, which is also filed with the bill. That in virtue of this contract he took possession of part of the land mentioned in the bond, but that Hatton has always refused and prohibited him from using or occupying a part thereof, much the most fertile and valuable, contained between the last or given line and Piney Branch mentioned in the bond, which said Hatton has used and possessed himself. That complainant has repeatedly called on said Hatton to complete the contract and give him a good title to the land, which he has failed and refused to do. That \$800 of the purchase money has been paid, and he is informed and believes that at no time before or since the contract, has Hatton been competent to make a good and sufficient title to him for this land, but that his title is incomplete, and that there are liens outstanding against it; that he has failed, when called on, to perfect the title and to give a good title to complainant. The bill further charges that a *fi. fa.* has been issued on said judgment, which is outstanding and may be levied on complainant's property, and then prays for an injunction restraining further proceedings thereon, until the title to the land can be made to complainant and he put in possession of the *whole* land according to the contract, and for a decree for an allowance for the part which has not been delivered to him, and for further relief.

Exhibit A., filed with this bill, was a short copy of the judgment against Smallwood, and was in favor of "Peter D. Hatton, use of Eleanor B. Hatton, administratrix of Nathaniel Hatton." Exhibit B., was the bond of conveyance for the land, signed by Hatton, and dated the 26th of March, 1825, in the penalty of \$3000, conditioned for the conveyance to Smallwood of the land therein described. The description of the land in this bond is fully stated in the opinion of the Chancellor. The injunction was granted as prayed. The land as run out by the surveyor, by making the home line a straight line, contained 96 acres and 21 perches, but by running the said line with the