In the case under consideration the equity arises out of the facts as alleged in the bill, that *Harding* and *Magill* have not only

---

a merchant; and that the Stewarts were residents of Baltimore, and partners in trade under the firm of David Stewart & Son; that this firm of David Stewart & Son had sent the schooner Holstein with a cargo on a voyage to the West Indies, consigned to Hall, who had sold that outward cargo; and, by various dealings in relation to that vessel, had made sundry advances, by which those who owned her, and were jointly concerned in her, had become indebted to him in a very considerable sum; that the defendant Hall had instituted a suit against these plaintiffs, with David Stewart & Son, as the joint owners of that vessel, and recovered judgment against them for the sum of $13,448 53 and costs; which judgment had been affirmed by the Court of Appeals; and on execution being issued thereon the plaintiffs had superseded the judgment, and given bond with surety according to law; that the defendants David Stewart & Son had become bankrupts, in consequence of which the whole liability and weight of the judgment had fallen upon these plaintiffs; that the plaintiffs were in truth not partners of David Stewart & Son, or in any way interested with them in the schooner Holstein; which fact, although well known to these defendants, these plaintiffs had been unable to shew and establish on the trial at law. And for the purpose of more perfectly illustrating and explaining the whole transaction, they prayed that the defendants might be ordered to produce their books of accounts, &c. Wherefore they prayed for an injunction to stay the proceedings at law, for general relief, &c. The plaintiffs, with their bill, offered an injunction bond with surety in the usual form, reciting, in the condition, the judgment of the Court of Appeals, but taking no notice of the supersedeas.

15th July, 1809.—KILTY *Chancellor*.—Let *subpœna* and injunction issue in the usual form according to the prayer in the original bill. On further consideration of the bill on which the injunction was ordered as above, the Chancellor thinks it proper to state, that he will hear a motion for dissolving, if made according to the practice of the court in other respects, without waiting for the answer of Stewart & Son, who may not be interested in the event of the suit, and whom the other defendant cannot compel to answer.

On the 15th of February, 1810, the defendant Hall filed his answer, in which the facts and circumstances set forth in the bill are fully answered, explained away, or denied; and upon the filing of it, he caused to be entered on the docket a motion to dissolve the injunction; and on the same day, obtained the usual order authorizing notice to be given to shew cause. But soon after obtaining this order, on discovering that the injunction bond was, as he conceived, defective, he moved for an immediate dissolution of the injunction on the ground of its having been improvidently granted.

28th February, 1810.—KILTY, *Chancellor*.—In this case, which stands on notice of a motion to dissolve the injunction, it was urged by the counsel for the defendant, that independent of the main question, the injunction ought to be immediately dissolved on account of the bond not covering the judgment by supersedeas, which stands injoined with the first judgment. The practice has been, in case of any defect, or deficiency in the bond, to require further security and not to dissolve the injunction for that cause.

It is therefore, ordered, that unless an injunction bond, as required by law, to secure the payment of the judgment confessed as a supersedeas mentioned in the bill and in the injunction, be filed in the chancery office with sufficient sureties on or before the 12th day of March next; the said injunction as far as it relates to the