

his bill; for otherwise it must be dismissed. But, if the bill prays generally for such relief as is suited to the nature of the case, then, under such general prayer, the court may, regardless of, or without any special prayer, grant any such relief as may be allowed by law, in consistency with the nature of the case, whether the plaintiff asks for it orally or not; *(k)* and even although it should be more beneficial to him than that which he has specially prayed for; *(l)* of which the defendant is held to have been sufficiently notified, and is presumed to have been prepared to meet. For it is in many cases as much upon a defendant to look to what is prayed against him as to what is stated. *(m)*

These plaintiffs have by their bill made to the court three distinct prayers; *first*, that the administratrix of *John Henderson* be compelled to pay the purchase money, with interest; *secondly*, that the heirs of *John Henderson* reconvey the land; and *thirdly*, that they, the plaintiffs, may have such relief as to the court shall seem meet and consistent with equity. The two first of these prayers have been made to correspond with the alternatives of their case; either that the contract between *James M. Lingan* and *John Henderson* was to be considered as a sale, in which case the plaintiffs ask for the payment of the purchase money, or that, if it should be treated as a trust, then the heirs of *Henderson* should be ordered to reconvey the land to the heirs of *Lingan*. But as the peculiar nature of the case might suggest the propriety or necessity of granting relief in some other than either of those two specified modes, they have, in general terms, prayed for such relief as may be deemed proper. Consequently the plaintiffs may be relieved in one way or other, unless there should be found to be something in their bill to prevent it; or unless the claim of these plaintiffs should appear to have been in some way barred, or should be found to be not sufficiently authenticated by proof.

This case had its origin in a contract between *James M. Lingan* and *John Henderson*. Contemplating it therefore as an agreement between them alone, as now living, to be, as stated in the bill, either a conveyance of a tract of land in trust for a particular purpose, and then to be reconveyed; or as an actual sale of so much land to be paid for at a stipulated price, still it is one entire

(k) *Beaumont v. Boulton*, 5 Ves. 495.—*(l)* *Durant v. Durant*, 1 Cox. 58.
(m) *Manaton v. Molesworth*, 1 Eden, 26; *Roche v. Morgell*, 2 Scho. & Lefr. 729; *Polk v. Clinton*, 12 Ves. 65; *Hiern v. Mill*, 13 Ves. 119; *Jones v. The Parishes of Montgomery, &c.*, 3 Swan, 208; *Wilkinson v. Beal*, 4 Mad. 408; *Mitf. Pl.* 88.