

BILLINGSLEA v. GILBERT.

The penalty of an injunction bond to stay proceedings at law should be at least double the amount of the debt and interest then due.

An answer to a bill in chancery may, by consent, be received without oath.

On its being shewn, that the dissolution of an injunction has been irregularly and improperly obtained it may be revived.

It appears that the late *William Billingslea*, on the 9th March 1821, filed his bill here praying for an injunction to stay proceedings at law instituted against him by *Jarvis Gilbert*; and in the same month *Billingslea* filed a supplemental bill against *Gilbert*, in like manner praying for an injunction.

19th March, 1821.—KILTY, *Chancellor*.—The penalty of the injunction bond, 2000 dollars, is not sufficient. It should be double the amount of the debt which is £600 and the interest thereon, excepting what has been paid.

After which another bond was filed and submitted.

4th April, 1821.—KILTY, *Chancellor*.—The penalty of the injunction bond now filed is still insufficient. The interest after deducting the payments made is nearly 1516 dollars. The penalty should be double the aggregate of principal and interest, and the safest way is to make it somewhat more. When the injunction issues it will only be to stay the execution, and not to prevent the having a trial or obtaining a judgment.(a)

(a) *YANCE V. SHORT*.—1788.—Answer filed; rule on the plaintiff to shew cause on the first day of July next why he should not give better security to prosecute his injunction with effect. Also notice of motion to dissolve the injunction next court.—*Chan. Proc. lib. S. H. H. let. B. fol. 354.*

SWEENEY V. RODGERS.—1790.—Rule on the complainant to file a new bond with sufficient surety by the 18th of October next, or the injunction be dissolved.—*Chan. Proc. lib. S. H. H. let. C. fol. 400.*

ONION V. MCCOMAS.—MS. 1812.—KILTY, *Chancellor*.—Where the surety in an injunction bond is, or has become insufficient, as being an infant or having become insolvent, the court will order new security, or that the injunction be dissolved; and, if the court has been imposed on, no time will be allowed to give new security. Such matter may be enquired into by allowing testimony to be taken, and appointing a day for hearing.

WHITNEY V. MUSCHET, MS. 1808.—KILTY, *Chancellor*.—An injunction bond to stay proceedings at law should state the term at which the judgment was obtained.

COUNSELLMAN V. GAITHER, MS. 1810.—KILTY, *Chancellor*.—Ordered that, instead of an injunction bond, on the money appearing to be due by the execution issued, being paid to the register, which he is directed to receive and deposit in the usual manner, an injunction be issued as prayed.