

Whereupon it is ordered, that the injunction heretofore granted in this case, in so far as it prohibits the removal of any timber or wood which had been cut and severed from the land prior to the service thereof; and also from cutting and taking away timber or wood necessary for the repairs of buildings or fences, and for the use or proper cultivation of the land, be and the same is hereby dissolved; and that in all other respects the same be and is hereby continued until the final hearing or further order.

---

After this the original and principal case was brought before the court,

19th May, 1829.—BLAND, *Chancellor*.—This case standing ready for hearing, and having been submitted on the notes of the defendants' solicitor, and no one appearing on behalf of the plaintiff before the end of the sittings of the term according to the rules of the court, the proceedings were read and considered.

*Samuel Peach*, having obtained a judgment at law, in Prince George's county court, against this defendant *Nathan Waters*, sued out a *fiery facias*, which was levied on certain parcels of land as his property; whereupon the sheriff, at April term 1827 of that court, made a return in the following words: "Made by sale to Doctor *Charles Duvall* on the thirtieth day of December eighteen hundred and twenty-six, of all the interest of the defendant in and to the following parcels of land; to wit, one tract of land called *Pastures Enlarged*, containing two hundred acres more or less; one tract of land called *Osbourne's* lot and part of *Pleasant Grove*, containing fifty-two acres more or less; one tract of land called *Duvall's Pleasure*, or part of *Duvall's Pleasure*, containing one hundred and fifty acres more or less; one tract of land called *Teukesbury*, and a part of *Teukesbury* and *Walker's Delight*, containing one hundred and fifty acres more or less; and a tract of land called *Friendship*, containing one hundred and eighty acres, the sum of thirteen hundred and fifty dollars, which has been paid to me by the said *Charles Duvall*, and by me paid to the plaintiff's attorney."

This return constitutes the commencement of the title of the plaintiff upon which he rests his pretensions. He alleges, that the defendant *Nathan Waters*, by a deed bearing date on the 17th of February 1824, conveyed the lands mentioned in this return to *Nathan I. Waters*, and *Samuel Ratcliff*; that *Ratcliff* had conveyed