

to rest its judgment. In this case, the validity and sufficiency of the plaintiff's claim, are the very foundations of the decree; without that claim having been proved or admitted, no such decree ought, or could have been rightfully made. It does, therefore, necessarily and conclusively establish the plaintiff's claim; and consequently, that claim cannot now, in this stage of this cause, be again, in any manner, put in controversy. This is the first point settled by this decree.

The decree then proceeds to remove obstructions, and to grant facilities. The deeds, which are the impediments complained of, are declared to be null and void; or, in other words, as between the plaintiffs and defendants, they are totally annihilated. Whatever validity or operation they may be permitted to have, as between *Rogers* and *Strike*, they can have none at all, "as against the complainants." In relation to them, this property is to be dealt with as if those deeds had never existed. This is the second point settled by this decree.

But it would have come to a most lame and impotent conclusion had it stopped here; therefore, after having determined, that the plaintiffs had a claim, which ought to be satisfied; and, that they had a right to have recourse to this property, it goes on to declare, that the property shall be sold, and the proceeds brought in to be paid over as the court should direct. And this is the third point settled by this decree. So far, then, the matters in controversy between these parties have been finally closed; and this decree must be regarded, as all others of a similar nature have been, as a final decree; one in which all the material rights of the parties have been considered and adjudicated upon.

But the decree speaks of further directions, and of equities reserved; and it has omitted to say any thing of certain incidents to those rights which it had finally settled. As to all these particulars this decree yet remains to be fulfilled and executed. When a case, circumstanced like this, is brought before the court, it is spoken of as a case for further directions; and this phrase is used in reference to all cases, where, after the final decree, as in this instance, a further and eventual interposition of the court becomes necessary, to follow out and complete the equity, the substance of which has been established by the final decree. These further directions are spoken of in this decree, and in all similar decrees of this court, and of the *English* Court of Chancery; but in giving them, the court must act consistently with itself; and in