

as it has been upon this occasion. (k) The principles of law, in relation to this matter, belong to our code, but until lately, they

(k) *Quynn v. Staines*, 3 H. & McH. 128; *Ford v. Philpot*, 5 H. & J. 312; and *Rawlings v. Stewart*, ante, 22.

RAWLINGS v. CARROLL.—This bill was filed on the 13th of October, 1730, by Aaron Rawlings, against Charles Carroll, Esq., Dr. Charles Carroll, John Digges, and Francis Hall, executors of James Carroll, deceased. The bill states, that in the year 1716, the plaintiff contracted to purchase of the testator, James Carroll, a tract of land called *Forest Farm*, for which he agreed to pay one hundred pounds sterling, in two equal payments at the time specified; that the late James Carroll gave to the plaintiff a bond, conditioned for the conveyance of the land, on the payment of the purchase money, and the plaintiff gave to him his bond for the payment of the purchase money at the times agreed upon; that afterwards, James Carroll made his will, in which he appointed these defendants his executors, and soon after died, without having conveyed the lands to the plaintiff according to the terms of his contract; although the plaintiff had always been, and then was, ready and willing, thereupon to pay the purchase money; and that the defendants had brought suit on the bond given by the plaintiff for the purchase money, and were about to enforce payment. Whereupon, the bill prayed, that the defendants might be directed to convey the lands to him as stipulated by their testator; and that they might until then be enjoined from proceeding at law. The injunction was granted, and issued accordingly.

The two Carrolls filed their answer, in which they admit the contract as stated, and that they had brought suit on the bond for the purchase money. But they aver, that their testator, according to the terms of his contract, had made a conveyance of the land to the plaintiff, as appeared by copies of the deed and a receipt for it given by the plaintiff, which they then exhibited with their answer; that they were the principal and only acting executors; that the defendant, Digges, had meddled very little with the estate, and the defendant Hall, had renounced the executorship.

To this answer the plaintiff put in a general replication. A commission was issued, under which testimony was taken and returned; after which the case was set down for final hearing.

May Term, 1736.—This cause coming to be heard before his excellency *Samuel Ogle, esquire*, chancellor and keeper of the great seal, in presence of the counsel on both sides, the complainant's bill, and the defendants' answer, and the whole proceedings thereon were read, and appeared to be as before set forth.

Whereupon, and upon hearing the bill and answer, and the proofs taken in the cause read, and what was offered by counsel on both sides, this court doth think fit, and declare, that the defendants procure a conveyance from the heir at law of the testator, agreeable to the conveyance which the complainant received from the testator, and gave his receipt for, or procure an act of assembly to confirm that said deed, or such another, on or before the — day of April; and that, upon the execution of such deed by the heir, or confirmation of such deed by act of assembly, the complainant pay the consideration money, and the interest thereof, from the date of the complainant's bond, mentioned in the bill of complaint; and in case such deed cannot be had from the heir at law, or that an act of assembly cannot be procured for confirming such a deed as herein before mentioned, that the complainant pay only the interest of the purchase money from the date of his bond, as a recompense for the use of the land; and, that the judgment at law, and the injunction bond be deemed to be, and stand as security for the principal money and interest in case a