

good conscience, and that a writ of injunction might be issued to restrain the defendants from proceeding at law.

This bill was sworn to by the plaintiff *Walsh*, on the 27th of July, 1797, and soon after laid before the Chancellor.

29th July, 1797.—HANSON, *Chancellor*.—Injunction cannot issue until a bond to each of the parties to be enjoined, &c. shall have been filed. (a)

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After which the bill, as appears by an endorsement on it, was filed on the first of August, 1797, and on the next day there were filed five separate injunction bonds, given by the plaintiff *Robert Walsh* alone, with two sureties to those stated in the bill, as it then stood, to be the several holders of the bonds for the purchase money. These injunction bonds were inclosed in a letter to the Register, from the plaintiff's solicitor, in which he says, 'I believe the securities are sufficient.' It does not appear, that they were by any note or writing approved by the Chancellor; but the injunction was immediately issued, and on the same day served on the clerk of the General Court, in which court the judgments had been recovered, or the suits were then depending.

There does not appear to have been any petition or written application to amend the bill, but upon the docket there is this entry, 'December term, 1798, leave to amend bill by adding parties, amended bill filed.' There was, however, in fact, no separate amended bill ever filed; but instead thereof, the original bill was amended by making sundry interlineations, and then it is certified at the end of it, that 'on the 19th December, 1798, *Robert Walsh* made oath, that this bill, as amended, is true to the best of his knowledge, *Samuel Harvey Howard*.'

There appears to have been several interlineations made in the original bill; but, from the hand-writing of all, as well as from the nature of some of them, it is difficult to determine whether they are to be considered as mere corrections of the first draft of the bill, made before it was submitted to the Chancellor, or as amendments made under the leave. On adverting to the day of filing the bill, and on comparing the original bill itself with the writ of injunction, in which the name of *Richard Emory* is not mentioned, it appears, that the following interlined sentence, 'and hath also endorsed and assigned one other of the said bonds, conditioned for the payment

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(a) *Williams v. Hall*, 1 Bland, 194, note; *Billingslea v. Gilbert*, 1 Bland, 566.