

come or be brought before the court as parties to this suit, although they might well have been permitted to sue together. (r)

It would seem from the little interest taken in the matter by *Casenave*, for it appears that he never swore to the bill nor joined in the injunction bond, that he was by no means very earnest in assuming the position taken by *Walsh*; and his administrator *Walker*, it would seem, had refused or neglected to concern himself about the affair in any way whatever. Upon the whole, I am of opinion, that this decree may well stand as it does, binding the interests of *Walsh* alone.

The petitioner asks to have the injunction reinstated and the case reheard, as a necessary means of protecting the interests which the creditors of his intestate have in the proceeds of a certain tract of land, in the manner described in the award exhibited by him. But, that award was made in a suit between *Samuel Moale*, trustee of *James Walker*, an insolvent, against *Robert Walsh*; and the conveyance directed by that award was to be made to that trustee of *Walker*; consequently, that trustee, and not this petitioner, is the representative of the creditors, who alone, by the terms of the award, are to be benefited by the continuance of the injunction. This petitioner is *Casenave's* administrator, he represents him alone, and is considered in equity as a trustee for the benefit of *Casenave's* creditors and next of kin. The award secures no benefit to them, but to the creditors of *James Walker*, the insolvent surviving partner of *Casenave*. This award, therefore, secures to the administrator of *Casenave* no beneficial interest whatever. And putting aside that document, the petitioner has shewn no assets nor any interests of his intestate which can be protected by him alone either for creditors or next of kin; and which, if he should not be let in as a party to this suit, can be in any way affected by the decree or the dissolution of the injunction.

It is alleged in the petition, that irreparable injury will be done to the *bona fide* purchasers without notice of the lands bound by the judgment rendered against the plaintiff, if the injunction be dissolved without giving them an opportunity of being heard, and of producing testimony in support of the injunction.

But those judgments, being liens of record, were in themselves,

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(r) *Finley v. Bank U. S.* 11 Wheat. 304; *Minor v. The Mechanics Bank of Alexandria*, 1 Peters, 47; *The Mechanics Bank of Alexandria v. Seton*, 1 Peters, 306.