

relies, is entirely correct. But as this provision of the act of incorporation, requiring the assent of three-fourths of the stockholders owning three-fourths of the shares, was intended exclusively for the benefit of stockholders, there are no other persons than these plaintiffs, or some other stockholders, competent to make such an objection. Here, however, all parties have consented to this decree; and, consequently, this judgment of *Robert Oliver*, of the 26th of May, 1824, must now be considered as altogether well founded and conclusive.

*Charles Carroll* also claims as a judgment creditor of *The Cape Sable Company*; and his claims, as No. 2, 3, 4 and 5, have been opposed by objections similar to those directed against that of *Robert Oliver*. But as *Carroll's* claim as a judgment creditor has been, in like manner, put in issue, as fully investigated, and as effectually established by the decree of the 5th of April, as that of *Oliver*, it cannot be now again made the subject of litigation by these plaintiffs, or by any other creditor coming in under that decree.

But *Oliver* insists upon a right to have his claim first satisfied out of these proceeds, on the ground, that his lien upon them is prior to that of *Carroll's*.

These defendants *Love*, *Slye* and the *Barbers*, obtained their judgments against *The Cape Sable Company* in Baltimore County Court at its March term of 1822; and *Carroll* now claims as the assignee of those judgments. But it appears, that executions were issued, on the 2d of September, 1822, on those judgments, and returned *nulla bona* to that court; after which writs of *fiery facias* were issued returnable to April term, 1823, of Anne Arundel County Court. And then, after more than one year had elapsed, without any further proceedings being had, by a writing, filed on the first of June, 1824, it was agreed, that writs of execution should be issued out of Anne Arundel County Court, without any steps being taken to revive them; and on the same day executions were issued accordingly, and levied on the property of *The Cape Sable Company*, which were stayed by the injunction in this case. Immediately after which, on the 4th day of the same month, *Carroll* instituted actions of debt on those same judgments, and obtained judgments by confession on the same day.

Whence it is clear that as no execution could then have been issued on the four original judgments of 1822; the lien which they gave had expired, and was barred by the common law limita-