

giving a *retorno habendo* bond would have them restored to him, and his claim to the specific thing converted probably into a personal demand upon the bond in the event of his succeeding in the action.

In *White's Equity Cases*, 65, *Law Lib.*, 545, many cases are collected establishing the principle that a Court of Equity will decree a specific delivery up of deeds or writings to the persons legally entitled to them; and in *Jackson vs. Butler*, 2 *Atk.*, 306, where mortgage deeds delivered to a person for the purpose of receiving the principal and interest due on them had been pawned by him, were decreed to be delivered up by the pawnee, Lord Hardwicke observing, that the plaintiff might have had an action of trover, but then he could only have had damages for the detaining, but not the deeds themselves, and therefore he was right in bringing a bill in equity for the recovery of his deeds.

Under all the circumstances of the case, therefore, I shall decree the specific delivery of these notes. It appears to me at least doubtful whether the plaintiff has that plain, adequate, and complete remedy at law which will preclude the interposition in his favor of this Court; and seeing that the objection was not made until after the argument of the cause had commenced, which, though not of itself a sufficient reason for refusing altogether to listen to it, is a reason why the Court should lean against it, and I am not disposed now to yield to it. But though the decree will be for the plaintiff, the costs will not be thrown upon the defendants, who in resisting the claim made upon them, acted in the proper discharge of their duty.

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J. M. S. CAUSIN, for Plaintiff.

GEO. BRENT, for Defendants.

[An appeal was taken in this case, which is still pending.]