

## THE CHANCELLOR :

This case, standing ready for hearing upon the motion to dissolve the injunction, has been argued by the solicitors of the parties, and considered by the court.

The injunction, which was not commensurate with the prayer of the bill, was, in the opinion of the Chancellor, warranted by the allegation that the Sangstons had agreed to stand in the place of Welch, and to give up and reconvey the land upon receiving from the complainant, the sum which they had paid Welch, with the interest thereon. The allegation of the bill being, that Welch, as the administrator of one Henry Lyles, had levied an execution upon the land in question, issued upon a judgment in favor of said Lyles against Alexander Harris, for a balance of the purchase money due said Lyles for said land from Alexander Harris, under whom the complainant claims; that the amount so due Lyles from Alexander Harris was \$843, being the balance with interest and costs due on the judgment; that Welch became the purchaser at sheriff's sale for that sum, agreeing with the complainant and Alexander Harris, that if they could procure any one to pay him said sum of money, he would agree to have the land secured to the complainant, and that James A. Sangston, at the request of Alexander Harris, and with the consent of his partners, did, out of the partnership funds, advance and pay said sum to Welch, and, in order to secure said sum according to the agreement, took a deed of the land from the sheriff to himself, and that at the time of the payment of the money and execution of the deed they all agreed to reconvey the land to complainant on payment to them of the said sum of money with interest, &c., but that since, in violation of this alleged agreement, they, the Sangstons, had sold the said land to Dr. George Dare for \$1885.

An injunction was granted to restrain the Sangstons from parting with the securities they might receive from Dare on account of the sale to him until the further order of the court.

The bill contains many other statements, but it was upon this allegation, and the imputed violation of the agreement that the injunction was ordered, and it, therefore, follows, that if this allegation is denied, the injunction must be dissolved.