

- ances to be null and void as against the plaintiff, and directs the property to be sold and the proceeds brought in declaring, "that all equities as to the distribution of the proceeds of sale are reserved by the court for hearing," on their being brought in; necessarily establishes the plaintiff's claim.—Strike's case, 68.
- During the term decrees or orders may be altered or rescinded on motion or petition, but after only by bill.—Burch v. Scott, 120.
- A decree affecting the rights of one not a party to it is, as to him, fraudulent, but it can only be corrected by an original bill, 120.
- A decretal order, what and how drawn up according to the English practice, 121.
- A decree considered as enrolled when signed and filed, 121.
- During the term an interlocutory decree may be set aside on appearance without answer, under the general powers of the court.—*Hepburn v. Mollison*, 127.
- A decree by default for more than is due may, after the term, if the plaintiff has lost no testimony, be set aside to let in a defence upon the merits.—Burch v. Scott, 129.
- To make a decree a good bar in a subsequent suit it must be shewn, that the matter of the bill was *res judicata*.—H. K. Chase's case, 220.
- The form of an interlocutory decree for assigning dower in a house, 234.
- Where several defendants are jointly liable there must be a decree against all or none, and where several are bound to contribute there may be a decree over to enforce the contribution.—Lingan v. Henderson, 275; *Hodges v. Mullikin*, 507.
- In its decree the court must be consistent with itself, it cannot say that there is, and also that there is not any cause of suit.—Lingan v. Henderson, 275.
- But without contradiction the court may, to meet the nature of the case, pass a separate, a reciprocal, a direct, or an inverted decree, 276.
- Where an annual sum is charged upon land, or a sum is stipulated to be paid periodically, the decree may order the payment of what is then due and be allowed to stand as a security for what may thereafter become due, which may be enforced in a summary way.—Rebecca Owings' case, 297.
- A decree may grant relief upon terms, or so as to dispose of the whole case.—Colegate D. Owings' case, 403.
- On a bill to account there may be a decree against the plaintiff or against the defendant, according as the balance may be shewn, 404.
- A decree may be so framed as to meet the case disclosed; as a decree against an agent in the second degree; a decree in favour of a surety against his principal; a decree between two or more defendants; a cross decree to enforce specific performance; a decree to redeem may be made to operate as a decree to foreclose; or a decree against both parties in favour of the State, 404.
- A decree must stand for what it purports to be until revised or reversed.—Estep v. Watkins, 489.
- A decree against several will only be opened in favour of him who asks it.—Hodges v. Mullikin, 507.

DELIVERY OF POSSESSION.

- On a sale under a decree the delivery of possession to the purchaser by injunction well settled, and of right, where the possessor does not claim to hold by title paramount to the parties.—*Dorsey v. Campbell*, 363; *McKomb v. Kankey*, 363.
- But immediate possession will not be ordered when it would be attended with a loss of the then growing crop.—*Chapline v. Chapline*, 364; *Wright v. Wright*, 365; *Taylor v. Colegate*, 365.
- Where possession is ordered to be delivered to a purchaser under a *feri facias*, there can be no saving as to the then growing crop.—*Dorsey v. Campbell*, 365.
- The mode of ordering possession to be delivered to a purchaser under a *feri facias*, 363.

DEPRECIATION.

- The depreciation of property soon after the year 1819, its causes and consequences.—*Hoye v. Penn*, 41.
- The depreciation of paper money during the revolution.—The Chancellor's case, 633.

DEVISE.

- A devise of land to W. O. his heirs and assigns upon condition, that he, or the person to whom the estate may eventually pass, maintain or pay £60 a year for the maintenance of Rebecca, is a condition which runs with, and gives her a particular interest in the land, not as a rent or an annuity, but for the payment of which he who takes and enjoys the land is personally liable.—Rebecca Owings' case, 296.
- A bequest of the debt carries with it the mortgage and all other securities of the debt.—*Iglehart v. Armiger*, 524.
- A devise to a religious society, without the leave of the legislature, is void.—*Murphy v. Dallam*, 529.

DIRECTIONS.

- Further directions are those orders given