take depositions before a commissioner, upon serving one day's notice on the opposite side. Under this order, much testimony was taken, the nature of which, the Chancellor's opinion renders it unnecessary to state. The cause was removed to this court, and came on for hearing, on motion to dissolve the injunction, when, after argument, the following opinion was delivered :]

THE CHANCELLOR :

This case transferred from the equity side of Baltimore County Court, has been argued by the counsel of the parties, upon the motion to dissolve the injunction, and is now laid before this court, for decision upon that motion.

The argument has turned very much upon the proof taken under the Act of Assembly, and order of Baltimore County Court passed in pursuance thereof ; but I am relieved from the necessity of expressing an opinion upon the evidence, by the view which I have taken of the plaintiff's case, as presented by his bill. The object of the bill, is, to enforce the specific performance of the agreement therein referred to, and for an injunction in the meantime, to restrain the defendant from taking and carrying away from the premises, or from the wharf, in the proceedings described, a quantity of oyster shells deposited, and being there at that time. And it seems to me quite clear, that if upon the plaintiff's case, as exposed by his bill, he is not entitled to a specific execution of the agreement set up by him, he cannot be entitled to the injunction which is only ancillary to the principal object of the suit.

It is also well settled, that the plaintiff must recover upon the case made by his bill, and that a defendant, although he answers it, may at the hearing object, that the case made in the bill does not entitle the party to equitable relief. *Chambers vs. Chalmers et al.*, 4 *Gill & Johns.*, 438.

The bill in this case prays that the defendant may be compelled specifically to perform an agreement for a lease, which it is alleged, was by parol, in the summer of 1848, (about the month of August,) entered into between the plaintiff and de-