

There is not, therefore, now, nor has there been at any time depending in this court, as is alleged, two suits between these parties having the same object.

Whereupon, it is *Decreed*, that *Elizabeth Murdock*, administratrix of *Gilbert Murdock*, deceased, pay to the plaintiff the sum of \$500, with interest thereon from the 27th of February, 1824, until paid, and the costs of this suit on or before the 2d day of November next. And that on the said mortgage debt and costs being paid, the plaintiff convey to the defendant all the term of years yet to come in the lots in the proceedings mentioned. And on the defendant failing to pay, as ordered, then the mortgaged property to be sold for ready money, &c. &c.

From this decree the defendant appealed, and on the 25th of June, 1828, it was affirmed, with costs.

The trustee made sale of a part of the mortgaged property, as directed by the decree, and reported that he had sold the leasehold lot to the plaintiff on the 31st of July, 1828, for the sum of \$20, which sale was finally ratified. The purchaser *William Brewer* then filed his petition, praying that the trustee might be directed to set off the purchase money against so much of his, the plaintiff's, claim, except the commissions which he had paid, and that *Elizabeth Murdock*, the defendant, who held the property, might be ordered to deliver it up to him.

10th October, 1828.—BLAND, Chancellor.—*Ordered*, that the account between the purchaser and the trustee be adjusted as prayed. And it is further *Ordered*, that the said *Elizabeth Murdock* forthwith deliver the possession of the property in the petition mentioned, unto the said *William Brewer*, or shew good cause to the contrary, on the 23d instant. Provided that a copy of this order, together with a copy of the foregoing petition, be served on the said *Elizabeth* on or before the 14th instant.

No cause having been shewn, an injunction to deliver possession was ordered and issued; which having been returned, but not having been obeyed, on the 31st of October, 1828, a *habere facias possessionem* was, on motion, ordered, by virtue of which, the purchaser was put into actual possession.

The trustee further reported that he had sold forty-four acres of land, being another parcel of the mortgaged property, upon condition that if the purchaser did not pay, as required, on the day of