whole case shall be brought out at final hearing, and which, although readily foreseen, I deem improper to be mentioned here, considering the effect such notice of them might have upon the final result of this cause.

Such is a brief review of the case remanded from the Court of Appeals for further proceedings here. It does not, nor do I understand it to be pretended that it does, call for the interposition of the Court by appointment of receiver, and grant of injunction; these extraordinary remedies are asked for in the case as made out in the bill of revivor.

The bill of revivor takes a wider and more extended range, and raises issues and claims rights beyond those of the original, and involves highly important questions not presented to or passed upon by the Court of Appeals.

The original bill deals with the estate in the City Hotel and furniture, &c, as left by the testator, and prays relief in respect of that estate, and upon that prayer for relief in that respect, the Court of Appeals rendered their decision in favor of the Complainants for an account of rents, &c received by the Trustees of David Barnum under his will, and for a sale of the estate left by David Barnum, whatever that may turn out to be at final hearing, and it is only upon final hearing that the rights of the respective parties in interest can be ascertained. The bill of revivor which prays for a receiver, and the petition which prays injunction, and for an order on the Trustee of McSaughlin's

estate, to bring money into Court, &c. deals with the estate as left by McSaughlin, with the extensive additions, enlargement and improvements, and refittings made by him since his purchase of the interest and estate in the Hotel from the children (devisees) of David Barnum; and a claim is set up to these additions &c and the entire of the Hotel property and furniture, including lots of ground, as left by McSaughlin, in its greatly enlarged and improved conditions, on the allegation that these purchases of lots of ground, improvements and new furniture of the Hotel property were the product of the rents and profits made and derived by McSaughlin from the use and occupation of the Hotel property as left by David Barnum.

How far this allegation of the Complainants can be sustained, is yet to be determined by proof taken, and other proceedings had in the case. But it does not now so appear, because, as the proceedings now stand, James Barnum and Andrew McSaughlin were tenants in the Hotel, under certain leasings of the Trustee under the will of David Barnum, for which they paid to the said Trustee for the benefit of the testator's estate, a certain fixed annual rental.

Whence it may be concluded, nothing to the contrary hereafter appearing, that these purchases of lots of adjacent ground, additions and improvements to the Hotel, and the refitting of it by McSaughlin, and his Trustee, were all made and done, and paid for out of his own monies, and monies belonging to his