

C. Gittings, then an infant, who was married, in January, 1823, to the defendant Magill; that the defendant Gittings, who was her \*guardian, after her marriage, assigned these notes, and with them the negroes conveyed to secure the payment of the note for \$326.81, which were worth more than that amount, to Magill; that Magill and Harding agreed with the plaintiff, that those negroes should be applied to the payment of the note for \$500, if they should be more than sufficient for the satisfaction of the note of \$326.81; that the debt of \$326.81, was afterwards settled between Harding and Magill, notwithstanding which, Magill, on the 17th of October, 1823, by a bill of sale, conveyed those two negroes, John and Westley, to Lloyd Gittings, in trust, for the use of the infant children of Harding; he, Harding, being then insolvent; and that Magill had brought suit, and obtained judgment against this plaintiff at law, on the note for \$500, upon which he had sued out and levied an execution upon the property of this plaintiff. Upon which the bill prayed, that the proceedings at law might be stayed by injunction and for relief, &c. An injunction was granted accordingly.

On the 16th of May, 1825, the defendant Magill put in his answer, in which he says, that the defendant Gittings, as the guardian of his Magill's wife, passed a final account with the Orphans' Court; and among others, assigned to her the two notes, as stated in the bill; that Harding, on the 28th of February, 1823, delivered to this defendant, the two negroes John and Westley, in full satisfaction of the note for \$326.81, which sale and delivery was fair and *bona fide*; that he afterwards hired those negroes to Harding; that being moved by the poor and destitute situation of Harding, whose wife is the sister of the wife of this defendant, he, Magill, did convey those negroes in trust for the use of Harding's infant children, as stated in the bill; and he denies, that he ever agreed, that those negroes should be sold, and that the amount for which they sold over the sum of \$326.81, should be applied towards the payment of the note for \$500; that this defendant has been informed by the defendant Gittings, and this defendant believes, that the late Abraham Jones, the testator of the plaintiff, was not the mere surety of the defendant Harding in the note for \$500; but that Jones was in fact the principal debtor, and that the money lent on that note was received by him and appropriated to his own use, although Harding's signature to it stood first in order; that in September, 1817, Harding, for money borrowed, gave his note to the Bank of Westminster for \$1,000, with Abraham Jones, Alexander Warfield, and Richard Beall, as his sureties; and to save Warfield harmless, \*made to him the bill of sale of the 10th of August, 1822, which was intended for that purpose only, and not to secure or benefit Jones, in any manner, on account of his liability to Gittings on the note for \$500: this defendant admits, that