

Warfield did convey to the plaintiff two negroes by the bill of sale of the 5th of April, 1823; but he denies, that he had any knowledge of, or agency directly or indirectly in concealing, or removing those negroes from this State; that the testator of the plaintiff in his life-time, and this plaintiff, since his death, have frequently promised to pay the note of \$500 to this defendant; and finally, this defendant admits, that he has obtained judgment and levied execution, as stated in the bill, and prays that the injunction may be dissolved, &c.

The defendant Harding filed his answer on the 16th of May, 1825, in which he says, he admits, that he was indebted to Magill as stated; that, in consideration, and in full satisfaction of that debt, he conveyed to Magill the two negroes John and Westley, which negroes Magill, whose wife is the sister of this defendant's wife, conveyed in trust for the use of the children of this defendant, intending it as a gift to them from their aunt; that the whole transaction was *bona fide*, and without fraud: this defendant denies, that he ever agreed with the plaintiff, that the value of those negroes, if more than sufficient to satisfy the note for \$326.81, should be applied to the satisfaction of the note for \$500; that this defendant, at the instance and request of the late Abraham Jones, borrowed of the defendant Gittings the sum of \$500, which he delivered over to Jones for his use; that they gave their note to Gittings for the amount so borrowed; and although this defendant's name stands first in order as being apparently the principal obligor; yet he is, in fact, no more than the mere surety of Jones, which fact is well known to the defendant Gittings; that the defendant borrowed from the Bank of Westminster the sum of \$1,000, for which he gave his note with Abraham Jones, Alexander Warfield, and Richard Beall, as his sureties; and at the instance of Warfield, and for the purpose of saving him and his other sureties harmless, after that note had been reduced by payments to \$730, he conveyed to him by the bill of sale of the 10th of August, 1822, property to the value of \$1,250; and this defendant denies, that it was intended, in any manner, as a security for the payment of the note of \$500; this defendant admits, that he has sold the negroes, Nelson and \*Mason, and has appropriated the proceeds of sale to his own use; averring that he was well justified in doing so, &c. **180**

These answers not having been filed during the sittings of a term, the Chancellor on application passed the following order as usual in such cases.

BLAND, C., 16th May, 1825.—In this case the defendants, Thomas Magill, and Thomas N. Harding, having filed their answers, and entered on the docket notice of a motion at the next term to dissolve the injunction issued in the said case, it is ordered, that the said motion stand for hearing at the next