In the case under consideration the equity arises out of the facts as alleged in the bill, that Harding and Magill have not only fraudulently concealed and disposed of property which ought to have been applied in satisfaction of the debt with which the

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plaintiffs, with their bill, offered an injunction bond with surety in the usual form, reciting, in the condition, the judgment of the Court of Appeals, but taking no notice of the supersedeas.

KILTY, C., 15th July, 1809.—Let subpœna and injunction issue in the usual form according to the prayer in the original bill. On further consideration of the bill on which the injunction was ordered as above, the Chancellor thinks it proper to state, that he will hear a motion for dissolving, if made according to the practice of the Court in other respects, without waiting for the answer of Stewart & Son, who may not be interested in the event of the suit, and whom the other defendant cannot compel to answer.

On the 15th of February, 1810, the defendant Hall filed his answer, in which the facts and circumstances set forth in the bill are fully answered, explained away, or denied; and upon the filing of it, he caused to be entered on the docket a motion to dissolve the injunction; and on the same day, obtained the usual order authorizing notice to be given to shew cause. But soon after obtaining this order, on discovering that the injunction bond was, as he conceived, defective, he moved for an immediate dissolution of the injunction on the ground of its having been improvidently granted.

KILTY, C., 28th February, 1810.—In this case, which stands on notice of a motion to dissolve the injunction, it was urged by the counsel for the defendant, that independent of the main question, the injunction ought to be immediateiy dissolved on account of the bond not covering the judgment by supersedeas, which stands injoined with the first judgment. The practice has been, in case of any defect, or deficiency in the bond, to require further security and not to dissolve the injunction for that cause.

It is therefore, ordered, that unless an injunction bond, as required by law, to secure the payment of the judgment confessed as a supersedeas mentioned in the bill, and in the injunction, be filed in the Chancery office with sufficient sureties on or before the 12th day of March next; the said injunction as far as it relates to the supersedeas, will, on application after that day be dissolved. Provided a copy of this order be served on the complainant Williams, or his counsel, or either of the superseders on the judgment so confessed, before the 7th day of March next.

In compliance with this order the plaintiffs filed another bond, in the condition of which the judgment confessed, as a supersedeas was expressly recited in the usual form, which bond they submitted for approbation.

KILTY, C., 10th March, 1810.—The within bond is received for the present. If any objection should be made thereto, and ruled good, a further time will be fixed for the execution of another bond.

On the 7th of July, 1810, the defendant, David Stewart, put in his separate answer, by which he explained away or denied most of the principal facts and circumstances stated in the bill. And on the 6th of August, 1810,