as the nature of his case required. After which the plaintiff filed an injunction bond, when, on the 16th of January, 1819, an *injunction was granted as prayed. Some time after the defendants having answered, gave notice of a motion to dissolve **334** the injunction. The particular circumstances of the case sufficiently appear in the opinions delivered by the Chancellors.

KILTY, C., 31st March, 1821.—The motion to dissolve the injunction in this case, came on to be heard according to notice, and was argued by counsel for Manhardt, (the said counsel having also been made a defendant;) and by the complainant in proper person.

On considering the bill, answers and exhibits, I am of opinion, that the equity of the bill is not denied or destroyed; and that the defendant Manhardt is not entitled to a dissolution of this injunction. It is apparent from the answer of Manhardt, that he relies on the verdict, or his statement of the course of law by which the sum due from the complainant was ascertained, for the amount thereof; which amount he was clearly mistaken in. His debt against Bryden was $6,654, in 1818; making, with the interest, $9,326.62. But Chase's debt to Bryden could, at most, have been only $6,000, with interest from 1812. And it was admitted in the argument, that there was a mistake of several hundred dollars by the jury's finding a verdict for the sum due from Bryden, instead of the sum due from Chase as garnishee. Manhardt states his information and belief, that the verdict and judgment at law were obtained upon a full and fair trial upon competent evidence; and he denies, that he authorized his counsel to relinquish any part due on the verdict.

As to the first point, it appears from the answer of J. Purviance, Esq'r, to which no objection has been made, that the trial was not a full one, nor in the ordinary course where a serious opposition is intended; but that he permitted a verdict to be entered for what he supposed to be the balance of principal and interest; and not alleging, that he was regularly the counsel of the complainant, though he was of Bryden.

As to the second point, J. Purviance states in his answer, that he was ready to wait on D. Hoffman, Esq'r, counsel for Manhardt, to correct any errors, and D. Hoffman states his belief, that he informed the complainant the excess, if any in the verdict, would not be claimed; which, as counsel for Manhardt, he had a right to do. And it appears by his answer, that the verdict was rendered for the amount supposed to be due, to wit, $6,654, principal, with interest from 1808, which were the sums due from Bryden *to Manhardt, and not the sum due from Chase to Bry- **335** den. This part of the answer is not a denial of the equity of the bill in that particular.