balance of the purchase money due to Bryden was due from him,
349 (Samuel Chase,) or from the said Richard M. Chase. * Hence it is very evident, that neither the original, nor a copy of his contract of the 26th March, 1812, could have been filed with his answers; and, that he certainly did not in those answers state, as a ground of defence, that he could not then be considered as the debtor of Bryden, according to the terms of that contract; because it had not then been performed by Bryden on his part.

The continuance at March, 1817, "to await the decision in a cause in Chancery," alluded to a suit which had been instituted by Manhardt against Bryden and others, and is still depending in this Court, to obtain an injunction to prevent Chase from paying or giving his notes to Bryden for the sum of $6,000, which had been attached in his hands; and also to obtain certain disclosures in aid of the attachment suit. But it does not appear, nor is it alleged, that it was founded on any special understanding or agreement with this complainant, or that he was, in any respect, misled by any confidence he placed in that entry as a continuing and binding agreement. On the contrary, he says, "that he relied upon the said attachment's being continued as the said injunction was then depending." But he does not allege, nor does it in any way appear, that the continuance of the injunction involved, or embarrassed, or withheld from him any defence he might have made as garnishee in the attachment case, or that in consequence thereof he did not make any defence which he otherwise would have made. The fact is, that the injunction from this Court, and the attachment at law, both operated upon Chase, the garnishee, in precisely the same way; the object of both was to prevent him from paying what he owed, to Bryden himself, and to have it paid into other hands. There is nothing which shows, that Chase was taken by surprise by any movement in either of those cases, or by proceeding in either pending the other.

Much has been said about the fraudulent and collusive conduct of Manhardt, Bryden and Kyd. But it is not in any manner shewn how any of their alleged frauds or misrepresentations could or did affect the complainant Chase. It is admitted, that Bryden was indebted to Manhardt; and, that Chase was indebted to Bryden. Now, as the conduct of those persons did not in any way affect Chase, or charge him with more than he really owed Bryden, or enable Manhardt to recover more than he might lawfully claim of Chase as the creditor of Bryden,—it is exceedingly difficult to conceive how there could exist any fraud of which
350 Chase could * have any just cause of complaint. Admitting everything that has been said upon this subject to be true, it amounts to no more than this:—that Kyd and Bryden were disposed, if possible, to prevent Manhardt from having Chase's debt applied in satisfaction of his claim, on the ground, that it was not