scinded, either by the act of the party or the decree of the court, the property had been delivered and the consideration paid. Otherwise the court in a great majority of cases, would be powerless to afford relief when the object of the fraud had been accomplished.

It has been supposed, that this being a sale of personal estate, the remedy should have been sought in a court of law. But the cases which have been cited, show that, at least, this court has concurrent jurisdiction in all cases of fraud and damage, And in the case of *Durell* vs. *Haley*, 1 *Paige*, 492, the Court of Chancery did order the restoration of goods to the complainant upon the ground of fraud.

· In the case now under consideration, the remedy at law upon a recision of the contract, and an action to recover back the purchase money, would not be free from difficulty and embarrassment. The appropriate action, when the contract is rescinded by the purchaser, by returning or offering to return the article purchased in a reasonable time, is for money had and received, but, as in the present case, the negroes were not paid for in money, and as it does not now appear whether the money has been received on the securities assigned, it may, at least, be doubted whether a *count* for money had and received, could be maintained.

But I am of opinion that this court has jurisdiction; and, upon the grounds already stated, shall pass a decree cancelling the contract of sale, directing a restoration of the slaves to the vendors, and a return to the complainant of the consideration paid for them, and for costs against the defendants.

Something was said about a provision in the decree for an account of the hires and profits of the negroes, and other matters connected with, and affecting the equities of the parties. But the pleadings do not make a case which will authorize such a decree.

All that I can do upon this bill, is to rescind the contract in *toto*, and put the parties, as far as practicable, in *statu quo*.

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[An appeal has been taken from this decree, and is still depending.]