

## JONES v. MAGILL.

An injunction may be granted in any case, on the bill alone, before a subpoena has issued, on affidavit, or such other testimony as shews the truth of the statements of the bill; except to stay proceedings at law to recover mortgaged property. The mode of giving notice of a motion to dissolve. Exceptions to the answer, and the motion to dissolve, may stand for hearing at the same time. The rule further proceedings may be entered, during the sittings, and at the same time with the entry of notice of motion to dissolve, and may be enforced at the same time; or at the proper time after the motion to dissolve has been disposed of. On hearing the motion, the plaintiff opens and concludes the argument. In extraordinary cases, the injunction is granted upon terms adapted to the circumstances. It is a general rule, that where there are two or more defendants, no motion to dissolve can be heard until all of them have answered; but to this rule there are exceptions. Where one of the defendants has answered, he may have the plaintiff compelled to use all due diligenee to enforce an answer from the other defendants, or to have the case placed in such a situation as to enable the responding defendant to move for a dissolution of the injunction.

This bill was filed on the 18th of January, 1825, by *Elizabeth Ann Jones*, executrix of *Abraham Jones*, deceased, against *Thomas Magill*, *John F. Gittings*, and *Thomas N. Harding*. The bill states, that on the 26th of October, 1818, the defendant *Harding*, gave his note for the sum of \$500, to the defendant *Gittings*, which was signed by the late *Abraham Jones*, the testator of the plaintiff, as surety for *Harding*; that *Harding*, in order to save *Jones* harmless, on the 10th of August, 1822, by a bill of sale, conveyed to *Alexander Warfield* certain negroes and other personal property, a part of which was intended for the security of *Warfield*, who was bound for *Harding* in other cases; that after the death of the plaintiff's testator, *Warfield*, on the 5th of April, 1823, by bill of sale, conveyed to this plaintiff, two negroes, named *Nelson* and *Mason*, which were intended by *Harding* to secure the plaintiff against loss by the liability of her testator, on the note for \$500; that, with a view to defraud the plaintiff, those negroes had been concealed and disposed of, out of this State, by the defendants *Harding* and *Magill*; that on the 11th of December, 1821, *Harding*, by bill of sale, conveyed two negroes, *John* and *Westley*, to the defendant *Gittings*, for the purpose of securing to him the payment of a note which he held of *Harding's*, for the sum of \$326 81; that the money secured by those two notes belonged to *Juliet A. C. Gittings*, then an infant, who was married, in January, 1823, to the defendant *Magill*; that the defendant *Gittings*, who was her