

guardian, after her marriage, assigned those notes, and with them the negroes conveyed to secure the payment of the note for \$326 81, which were worth more than that amount, to *Magill*; that *Magill* and *Harding* agreed with the plaintiff, that those negroes should be applied to the payment of the note for \$500, if they should be more than sufficient for the satisfaction of the note of \$326 81; that the debt of \$326 81, was afterwards settled between *Harding* and *Magill*, notwithstanding which, *Magill*, on the 17th of October, 1823, by a bill of sale, conveyed those two negroes, *John* and *Westley*, to *Lloyd Gittings*, in trust, for the use of the infant children of *Harding*; he, *Harding*, being then insolvent; and that *Magill* had brought suit, and obtained judgment against this plaintiff at law, on the note for \$500, upon which he had sued out and levied an execution upon the property of this plaintiff. Upon which the bill prayed, that the proceedings at law might be stayed by injunction and for relief, &c. An injunction was granted accordingly.

On the 16th of May, 1825, the defendant *Magill* put in his answer, in which he says, that the defendant *Gittings*, as the guardian of his, *Magill's* wife, passed a final account with the Orphans Court; and among others, assigned to her the two notes, as stated in the bill; that *Harding*, on the 28th of February, 1823, delivered to this defendant, the two negroes *John* and *Westley*, in full satisfaction of the note for \$326 81, which sale and delivery was fair and *bona fide*; that he afterwards hired those negroes to *Harding*; that being moved by the poor and destitute situation of *Harding*, whose wife is the sister of the wife of this defendant, he, *Magill*, did convey those negroes in trust for the use of *Harding's* infant children, as stated in the bill; and he denies, that he ever agreed, that those negroes should be sold, and that the amount for which they sold over the sum of \$326 81, should be applied towards the payment of the note for \$500; that this defendant has been informed by the defendant *Gittings*, and this defendant believes, that the late *Abraham Jones*, the testator of the plaintiff, was not the mere surety of the defendant *Harding* in the note for \$500; but that *Jones* was in fact the principal debtor, and that the money lent on that note was received by him and appropriated to his own use, although *Harding's* signature to it stood first in order; that in September, 1817, *Harding*, for money borrowed, gave his note to the Bank of Westminster for \$1000, with *Abraham Jones*, *Alexander Warfield*, and *Richard Beall*, as his sureties; and, to save *Warfield* harmless,