

made to him the bill of sale of the 10th of August, 1822, which was intended for that purpose only, and not to secure or benefit *Jones*, in any manner, on account of his liability to *Gittings* on the note for \$500: this defendant admits, that *Warfield* did convey to the plaintiff two negroes by the bill of sale of the 5th of April, 1823; but he denies, that he had any knowledge of, or agency directly or indirectly in concealing, or removing those negroes from this State; that the testator of the plaintiff in his lifetime, and this plaintiff, since his death, have frequently promised to pay the note of \$500 to this defendant; and finally, this defendant admits, that he has obtained judgment and levied execution, as stated in the bill, and prays that the injunction may be dissolved, &c.

The defendant *Harding* filed his answer on the 16th of May, 1825, in which he says, he admits, that he was indebted to *Magill* as stated; that, in consideration, and in full satisfaction of that debt, he conveyed to *Magill* the two negroes *John* and *Westley*, which negroes *Magill*, whose wife is the sister of this defendant's wife, conveyed in trust for the use of the children of this defendant, intending it as a gift to them from their aunt; that the whole transaction was *bona fide*, and without fraud: this defendant denies, that he ever agreed with the plaintiff, that the value of those negroes, if more than sufficient to satisfy the note for \$326 81, should be applied to the satisfaction of the note for \$500; that this defendant, at the instance and request of the late *Abraham Jones*, borrowed of the defendant *Gittings* the sum of \$500, which he delivered over to *Jones* for his use; that they gave their note to *Gittings* for the amount so borrowed; and although this defendant's name stands first in order as being apparently the principal obligor; yet he is, in fact, no more than the mere surety of *Jones*, which fact is well known to the defendant *Gittings*; that this defendant borrowed from the *Bank of Westminster* the sum of \$1,000, for which he gave his note with *Abraham Jones*, *Alexander Warfield*, and *Richard Beall*, as his sureties; and at the instance of *Warfield*, and for the purpose of saving him and his other sureties harmless, after that note had been reduced by payments to \$730, he conveyed to him by the bill of sale of the 10th of August, 1822, property to the value of \$1,250; and this defendant denies, that it was intended, in any manner, as a security for the payment of the note of \$500: this defendant admits, that he has sold the negroes, *Nelson* and