very prejudicial to the testator of the plaintiff, who was only the surety of *Harding;* and, therefore, that the plaintiff should be discharged. In answer to this statement of facts, *Magill*, as to some most material particulars, responds merely by way of hearsay from the defendant *Gittings;* and the answer of *Harding*, looking to the allegations of the bill, is that of a *particeps fraudis*, and as such cannot be allowed to be of any avail to *Magill*, the creditor

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27*th September*, 1811.—KILTY, *Chancellor.*—On motion of the petitioners, it is Ordered, that Stewart & Son produce and lodge in this court, such of the papers mentioned in the former order as are not yet exhibited, before the first day of November next.

After which, the case having been brought on for a final hearing, it was, on the 29th February, 1816, decreed, that the defendant Hall pay or refund to the plaintiffs the sum of $7,359 55, with interest from the 17th May, 1808, and costs.

CHAPLINE *v.* BEATTY.—This bill was filed on the 9th of January, 1807, by Joseph Chapline against Charles A. Beatty, Abner Ritchie, John T. Mason, and James Williams. It states, that the defendants Beatty and Ritchie had, as administrators of Charles Beatty, deceased, obtained a judgment in an action of debt against this plaintiff, for £351, with interest thereon from the 16th of February, 1791; and in an action on the case they had also obtained judgment against this plaintiff for the sum of £534 3*s.* 5*d.*, bearing interest from the 4th of December, 1801; which judgments were rendered at the same time upon an agreement between this plaintiff and the defendants Beatty and Ritchie, that there should be such deductions and discounts from them as could be made to appear within a limited time, to Walter S. Chandler; that this plaintiff had produced his vouchers to the arbitrator Chandler, who postponed the consideration of the matter to another time; that the defendants Beatty and Ritchie then produced other claims against this plaintiff, not embraced by the judgments; that the arbitrator, without notice to this plaintiff, or paying due regard to his vouchers, made and returned an award before the appointed time, by which he gave to this plaintiff credit for less than he was entitled to, and applied the payments to one of the judgments only, leaving the other to bear interest from the longest time; that afterwards the judgment in the action of debt was entered for the use of John T. Mason; and that in the action on the case for the use of James Williams, who had caused writs of *fieri facias* to be issued and levied on the property of this plaintiff for the whole amount. Whereupon the plaintiff prayed for general relief, and for an injunction to stay the further proceedings at law.

The plaintiff gave two separate injunction bonds, one to the defendants Beatty and Ritchie, for the use of Mason, and the other to Beatty and Ritchie, for the use of Williams, for the respective amounts of the several judgments.

9*th January*, 1807.—KILTY, *Chancellor.*—Let subpœna and injunction, or injunctions issue as prayed; provided, that any motion for dissolving shall not be delayed for want of the answers of the defendants Mason and Williams.

On the 18th of May, 1807, all the defendants put in their answers, in which they denied all the material matters of fact upon which the plaintiff's equity was founded. The answers of Beatty, Ritchie, and Mason, were sworn to before a justice of the peace, in the District of Columbia; and the clerk of Washington county, of that District, certified, that he was then and there duly commissioned as a justice of the