

On a letter from the solicitor of *Walsh* asking a postponement, the Chancellor on the 16th March, 1811, says, 'The Register is directed not to certify the dissolution of the injunction until further order.' July term, 1820, petition filed, order for commission *nisi* 22d of March, 1821, when a commission issued to complainants' commissioners.

The death of *Richard Emory* having been suggested on the 21st of October, 1825, his executor *Thomas L. Emory* was made a party defendant, who on the 15th of December, 1825, filed his answer, in which he states, that he had no knowledge of the contract between the plaintiffs and *Smyth* and *Lynch*; which he believes, however, to have been in all respects fair; that the bond held by him had been assigned to his testator for a valuable consideration; and that no part of the judgment he had obtained on it had been paid.

On the 24th of December, 1825, an order of notice of motion to dissolve the injunction in the usual terms was passed. On a petition filed on the 16th of November, 1826, by the complainants, it was *Ordered*, that a commission issue to the complainants' commissioners *Thomas Russel*, *James B. Latimer*, *J. Spear Nicholas*, and *Robert Wilson, Jr.*, unless the defendants name and strike on or before the 27th of November, 1826. On the 28th of December, 1826, a commission was issued accordingly. A commission was issued on the 17th of February, 1830, to take testimony on the part of the plaintiffs, which was returned and filed on the 6th of March, 1830. *Jared Bull*, the only witness examined, stated, that in the year 1794, he went to Georgia as agent for the plaintiffs to examine and enquire into the title, situation and quality of the lands so purchased by them; that he could find no such warrants for some of the lands as represented by the vendors; that some of the lands were held by others under elder patents; and that other parcels of the lands were within the Indian territory.

6th September, 1830.—BLAND, Chancellor.—This case standing ready for hearing, and having been submitted on notes by the solicitors of the parties, the proceedings were read and considered.

It is clear, that the purchase of the lands, which was the consideration of the several bonds, held by the defendants, must be taken as one entire and indivisible contract; although the bonds themselves are several, and have, for a valuable consideration, been assigned to and are now held by several distinct assignees. Consequently, if the consideration of those bonds is to be deemed a valid support for any one, it must, in like manner, be taken as a