

ing with the rights of Mackall Harris, the complainant, we should not be influenced by the agreement between Alexander Harris and the Sangstons. The bill, however, alleges that the money was advanced by them at the request of Alexander Harris, and that at the time of such advance and execution of the deed to them, they all agreed to reconvey the land to the complainant on payment to them of said sum of money and interest. This allegation is positively denied as has been mentioned, and a different and much more probable version of the transaction given. What then is the case? The Sangstons having procured a title to this property under an execution against Alexander Harris, issued upon a judgment for a balance of the purchase money due his vendor, and having made sale thereof to Dr. Dare, are restrained by the injunction of this court from parting with the bonds or notes of Dare to them, upon the ground that when they so procured the title, they agreed to hold it merely as security for the sum actually advanced at the time, and that upon the repayment of such advance, they would convey the property to the complainant, a purchaser from Alexander Harris. The defendants, the Sangstons, deny this statement, and aver that they advanced the money for a very different purpose, to wit, to secure a large debt due them from Alexander Harris. Why then should the injunction be continued? If their answer is true, and being responsive, it must upon this motion be taken as true, they are clearly entitled to enjoy the benefit of their purchase without the let or hindrance of this court. The injunction, therefore, must be dissolved.

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A. RANDALL, for Complainant.

THOS. G. PRATT, for Defendants.