This Defendant knows not where Swoop resided nor when he became insolvent if ever it happened and believes that from an intimate knowledge by the Complainant of Swoop and his affairs the Complainant hath a might have secured himself against any consequences on Account of his being Security for said Swoop to guard against whose delinquency or failure this Defendant supposes the said Complainant executed the said Bond — This Defendant denies all fraud and combination whereweth he is charged and prays to be hence dismissed with his Costs unjustly sustained in this behalf to him to be adjudged. Without that, that there is any other matter or thing in the said Bill contained and not herein sufficiently answered admitted or denied is true as alledged. —

Wm. Cooke for Def.t —

On the fourteenth day of Nov.r 1793. Came John Beale Bordley before me one of the Justices of Prince Georges County and made Oath — that the several facts stated in the aforegoing Answer as of his own knowledge are true those set forth as from information or belief are respectively true as the same are therein stated —

Isaac Walker —

And the said Cause so standing continued until February Court 1795 the Complainant and Defendant by their Counsel aforesaid exhibited into Court the following Agreement to wit —

Sir, Mr. Buchanan is so peculiarly circumstanced as to make an immediate decision of his Injunction against Bordley in the Court of Chancery an object of consequence to him. It stands upon Bill and Answer. We wish you to take it up on its Merits and say if the Injunction shall be dissolved and upon what Terms —

We are Your Ob.t Serv.ts —

Philip B. Key — W. Cooke

Wm. Buchanan for Self —

Sat.y 14th Feby. 1795.

P.S. Neither party have any Evidence to offer —

William Buchanan
vs
John Beale Bordley Ex.r of Stephen Bordley deceased

In Chancery.
February Term 1795 —

The said Cause standing ready for Decision on the Bill and Answer, the same was by the Chancellor read and considered, together with the Arguments in Writing of the Complainants Solicitor — The indulgence granted to a Principal, which is to discharge a Surety from his engagement, must

be of that kind, whereby the Nature of the contract is changed, or whereby the Creditor, without the consent of the Surety, and by his own Act, puts it out of his own power to inforce the payment of the debt by the principal — It does not mean a mere forbearance to sue the principal which a Court of Equity on application of the Surety, might direct him to do, on pain of forgoing his claim against the Surety — As little applicable to this case are the cases respecting old State Debts — The Complainant, as it appears from the Answer, which is admitted, had no reason to believe, that the Debt had ever been discharged — With respect to the Bonds delivered to the Defendant it appears, from the same Answer, that the Defendant had no Authority to sue and that he never undertook to call upon the Obligors, or did any Act whatever from which the Complainant might suppose he had considered himself bound to discount the Amount of the said Bonds — It is a consideration of some importance in this cause, that by the Laws of Maryland the Complainant might have made himself the Creditor of the Principal and might then have instituted a suit in his own name — In short, it appears to the Chancellor, that all this Court can with propriety do for the Complainant, is to exempt him from paying the Defendants Costs, in consideration of his having had a probable ground for application for relief — It is thereupon this fourteenth day of February seventeen hundred and Ninety five, by Alexander Contee Hanson Chancellor, and by the Authority of this Court, Adjudged Ordered and Decreed, that the Injunction heretofore issued in this Cause, be dissolved, Provided that the Defendant be not allowed to levy more against the Defendant, by his Execution at Law, than will remain due on the Judgment obtained as mentioned in the Bill after deducting the payment of forty five pounds sixteen shillings and ten pence Sterling equal to — seventy six pounds eight shillings and two thirds of a penny Current Money paid on the fourteenth day of March, seventeen hundred and sixty seven, and supposing the sum of one hundred and fifty two pounds sixteen shillings and one penny Sterling to be — equal to two hundred and fifty four pounds thirteen shillings and five pence and two thirds of a penny Current Money to be due on the first day of November seventeen hundred and sixty