

In answering this part of the bill, the Sangstons say, that Alexander Harris, who was largely indebted to them, called upon them in June, 1846, and represented that this parcel of land had sold much below its value, but that the purchaser from the sheriff, would permit him to redeem it by a certain day, upon payment of the sum for which he bought; that he, Harris, was unable to make the payment and that the lands would be so sacrificed unless they, the defendants, would advance the money. That he represented to them that they would get a clear title, and that as the lands would sell for three thousand dollars, it would not only furnish an ample security for the sum then to be advanced, but give them additional security for the pre-existing indebtedness of Harris to them, and that for the purpose of getting this additional security for their claim, and not for the purpose or under the agreement stated in the bill, of simply holding the land as a mortgage or security for the money so advanced, they made the advance, and took from the sheriff an absolute deed.

The answer then denies the gravamen of the bill, so far as the title of the complainant to an injunction is concerned, and in addition to the rule that upon a motion to dissolve an injunction upon bill and answer, the answer, when speaking responsively to the bill, must be taken as true, there can be no doubt that the answer in this case gives much the most probable statement of the transaction. That the Messrs. Sangstons should have made a cash advance in order to secure a pre-existing debt is very probable, especially when they were informed that the property of their debtor was about being sacrificed, but no adequate motive is shown for their conduct if they were merely to hold the property as security for the sum advanced, when the redeemed property was not to go back to their embarrassed debtor, but was to pass to another with whom there is nothing to show they had any relations of business or otherwise. This consideration need not be pursued, however, it being sufficient upon this motion that the answer explicitly denies the averment upon which the equity for an injunction rests.

But it has been insisted in the argument that as we are deal-