But in the case of *Freeman* and *Fairlie*, the facts appear to have been deduced, under all circumstances, from the answer itself. The first step taken to find facts beyond, but in the immediate precincts of the answer, was, where a schedule was referred to in the answer as containing a correct statement; the items of which schedule, if added up, would shew the sum admitted to be due. Such a form of admission was, therefore, held to establish the facts as unequivocally as if the sum had been distinctly specified in the answer itself. This position necessarily comprehended another case, going apparently one step further, but which was, in fact, precisely the same in principle; that is, where the party referred in his answer to, and produced a set of books of account, and alleged, that they contained a true statement of facts. If, on referring them to the auditor, he reports, that they shew a certain amount to be in the defendant's hands, it will be considered as an indirect, but sufficient admission of such fact; and the Court will order the money to be brought in. *Mills* v. *Hanson*, 8 *Ves.* 68, 91; *Hatch* v. ——, 19 *Ves.* 116; *Wood* v. *Downes*, 1 *Ves. & Bea.* 49; *Roe* v. *Gudgeon*, *Coop. Rep.* 304. But, if no distinct fact can be deduced from the answer itself, laying a foundation for such a motion, and the case is referred to the auditor, and the party, on his examination there, makes admissions of such facts, they will be considered as binding and conclusive as if made in the answer itself. So much, then, for the direct and indirect statements and admissions of the party himself. *Quarrell* v. *Beckford*, 14 *Ves.* 177; *Vigrass* v. *Binfield*, 3 *Mad.* 62.

There are other cases, which shew that the Court has gone much further with the principle, and distinctly manifested a disposition to follow it out in all its bearings. For, where a controverted case of accounts had been referred to the auditor to adjust, and the parties had there fully contested the matter, and the report **159** of the * auditor shewed a balance in the defendant's hands, to which he was not entitled; in such case, after the time allowed to except to it, had expired; and after it had been confirmed, an order was granted to have the money brought into Court. *Gordon* v. *Rothley*, 3 *Ves.* 572; *Fox* v. *Mackreth*, 3 *Bro. C. C.* 45. And this not on the ground of any admission of the party; for the truth might have been, that he contested every item and every point before the auditor; but upon the ground, that the Court was presented with facts in that stage of the case, which had been established in a due course of judicial proceeding, which could not thereafter be, in any manner, questioned or denied by the same party; for an order confirming a report of the auditor is, in this respect, a judgment of the Court. *Brown* v. *Barkham*, 1 *P. Wil.* 653. (*d*)

(*d*) TAYLOR *v.* WOOD.—KILTY, C., 25th July, 1815.—The report of the auditor in this case was filed on the 25th of March last, and having laid