

file with the leave of the Court, without any previous affidavit, attempting to account for the mistakes or omissions proposed to be corrected or supplied. It must, therefore, be altogether rejected.

But this defendant has now filed his petition, on oath, in a formal manner, praying for leave to file a supplemental answer. This petition points out, with sufficient certainty, that which the petitioner alleges was a mistake as to the time of receiving the money first spoken of in his answer. But that part of the answer, which is thus designated as erroneous, is too indefinite and obscure to lay the foundation of such an order as is asked for by the present motion. It speaks of "considerable payments," without specifying whether they were made in bills, or cash, or what was the amount * of all or any of them; nor does that part of the

163 answer make a reference to any other document by which the uncertainty might be removed. Therefore, as regards the present motion, whether the answer is suffered to remain as it now does, or is corrected, as proposed, is of no kind of importance.

The Chancellor deems it unnecessary now to decide, whether a supplemental answer should or should not be allowed to be filed to correct this alleged mistake, in reference to the final hearing; since the subject was not distinctly argued and presented to the Court with that view.

The second and third class of errors and corrections, stated and prayed for, are of the same character, and the same observations will apply to both. The defendant admits he knew, at the time he answered, that all right or claim which he could, in any manner, make to the moneys received from Heyland, could only be derived from the deeds which had been previously made and entered into between him and Heyland. He does not pretend to have received any money from Heyland, in any way, except under and by virtue of those contracts; consequently, his right to hold and apply it, can only be derived from them. His answer distinctly enough states what he believed to be his rights, as well with regard to the then state of things, so far as they were known to him, as with reference to all other and future occurrences. If these contracts authorized Thompson to hold the fund, in any way, for his own use, the original answer, in which he has, by explicit reference, embodied those contracts, as a part of it, with suitable and apt words for that purpose, contains all that is substantially necessary for his defence; and, consequently, those after extensions of Thompson's liability, and subsequent ascertainment of the amount of his claim upon the Bells, spoken of in his petition, are more proper and fit subjects for proof and adjustment, on the final hearing, than of a supplemental answer.

A supplemental answer is only intended to correct the allegations of the original answer, or to remove from it dangerous ad-