

future accruing rents to which the defendants are entitled, may be sequestered or placed in the hands of a receiver to be paid over to her until she is satisfied; and generally, that she may have such relief as is suited to the nature of her case.

The defendants Barney and wife, and Cole and wife, submit the case to the justice of the Court. The defendant Williamson declares, that he is totally ignorant of the plaintiff's pretensions; and, therefore, leaves her to sustain them; but admits, that he holds as tenant under some of the other defendants. The defendant Richard M. Chase disclaims all interest in the matter in controversy. And Hester Ann, Matilda, and Francis T. Chase, the three infant children of the late Thomas Chase, who have been made defendants as heirs of their father, who was a defendant and died after he had answered, state their ignorance of the whole affair, and pray to have their interests protected. But, their father does not seem to have had any interest in this property, which could have been affected by the plaintiff's claim; or if he had, it will be fully considered and disposed of in passing upon the defence which he jointly made, before his death, with three others of his co-defendants. Consequently, all these defendants may be safely passed by without any further notice, and the case may be at once disencumbered of every thing in relation to them.

The defendants Samuel Chase, Matilda Ridgely, and Ann Chase, have put in a joint and several plea and answer. They alone claim the property, called the Fountain Inn. They contest the plaintiff's claim altogether and in every shape. The whole opposition and the entire brunt of the controversy rest with them. They have couched their defence in the form of a plea and answer. The matter of their plea is extended over a wide surface in the foreground; and sets out all that mass of particulars of which their defence is composed. The matter of this plea amounts to this, that the plaintiff filed a bill against them on the 5th of July, 1813, and another on the 14th of February, 1814, in both of which **217** *she claimed dower in this same property; that the matter of those suits was finally settled, and thus they were dismissed; and therefore, they plead those suits, the agreement, and the dismissal of them in bar of the claim now made by the plaintiff.

But these defendants, not content with resting their case upon the matter thus set out by way of plea, have gone on to repeat the whole of the same matter, and to rely upon it by way of answer. The bill always calls for an answer from the defendant as to all the matters of fact therein set forth. But one of the peculiar and proper offices of a plea is to present such a defence as shews, that the defendant cannot be compelled to make, or may well be excused from making such an answer as the bill calls for; and therefore, upon the ground of inconsistency, the defendant cannot be