

in lieu of dower, that the heirs of the late Charles D. Hodges should convey the lands to this plaintiff; that Nicholas Watkins brought suit, in the name of the administrator of the late Charles D. Hodges, *on the bond so given by this plaintiff: and, in **487** September, 1817, recovered judgment for the whole amount thereof; that this plaintiff paid to Nicholas Watkins the full amount due to him, after deducting two-thirteenths awarded to Claytor and wife, which he also paid according to the terms of the decree; that Nicholas Watkins is dead intestate, and administration on his estate had been granted to these defendants Rachel H. Watkins and Benjamin Watkins, who have revived the judgment recovered by their intestate, to be released on the payment of \$892.75 with interest from the 2nd of October, 1827, and costs; upon which they threatened to issue execution. Whereupon the plaintiff prayed for an injunction to stay proceedings at law, &c.; which was granted as prayed.

The defendant Claytor by his answer admitted the allegations and facts set forth in the bill so far as he was concerned.

The defendants Rachel H. Watkins and Benjamin Watkins put in their joint answer, in which they also admitted the facts and circumstances set forth in the bill. But they averred, “that the said bond was assigned to their intestate during the life-time of the said Charles D. Hodges; that their intestate paid the full amount due on the bond at the time of the assignment to him; that he had no knowledge of any deduction to be made therefrom in any event whatever; and these defendants do positively deny, that their intestate received bonds or notes in payment of the aforesaid bond; but they aver, that the bonds and notes which he did receive were received to be applied when collected towards the payment of the said bond; and that their intestate did, after due diligence in the collection of the said bonds and notes, apply what had been so collected to the diminution of the amount due on the bond, and credit was therefore given to the complainant. These defendants also aver, that the complainant’s bill, mentioned in his present bill, to which their intestate was a defendant, was answered by him under a full belief and with an understanding by him and the complainant, that the said suit should not affect the interest of their intestate in the aforesaid bond, and should only operate to enable the complainant to obtain a conveyance for the land he had purchased; that their intestate relying on this understanding, and believing his interest was not to be damnified, employed no counsel nor made any defence, but suffered the counsel for the complainant to draw his answer, and the proceedings to be as hastily determined as possible; and that when the decree was **488** passed in the said case, it was not considered as at *all affecting the interests of their intestate, either by him or by the complainant. These defendants further aver, that long