

subsequent to the passage of the decree aforesaid, their intestate, wishing to close this transaction relative to the bond aforesaid, brought suit against the complainant; that the complainant, aware of the understanding, previously here stated, and of his liability to their intestate, gave their intestate a judgment for the amount then due on the bond on his allowing all the credits which the complainant was then entitled to. These defendants also state, that at the April Term of Anne Arundel County Court, their intestate, in order to recover the balance then due on the aforesaid bond, instituted proceedings to revive the judgment aforesaid against the complainant; and that in consequence of the death of their intestate pending the proceedings aforesaid, these defendants appeared to the said suit, after which such proceedings were had, that at the October Term of the said Court for 1827, a judgment was obtained against the complainant in favor of the defendants for the amount then ascertained to be due. These defendants do positively deny that their intestate in receiving the sums of money in part payment of the bond aforesaid, ever did receive the same as a satisfaction thereof, or ever did admit that the bond was paid; but on the contrary always considered the complainant liable to to him for the amount of the last aforesaid judgment; and that the complainant himself ever did, until a short time before the judgment aforesaid was about to be revived, consider himself, as these defendants believe, so liable to their intestate."

Upon a motion to dissolve the injunction on the coming in of these answers, it was continued until the final hearing or further order. After which the case was set down for final hearing by the plaintiff on the bill and answers; and the solicitors of the parties were fully heard.

BLAND, C., 6th August, 1828.—This case having been set down for hearing on the bill and answers alone, without any general replication,—the answers must therefore be taken to be true in every particular, as well as to the matters alleged by way of avoidance as to those directly responsive to the bill. That is, the defendants are to be allowed the benefit of every fact advanced by them as a defence in their answers, as fully as if it had been put in issue by the plaintiff's general replication, and the defendants had established it by proof. 3 *Blac. Com.* 448.

* But these administrators rest their defence on the fact, that there was "an understanding by him, (their intestate,) and the complainant, that the said suit, (in which the decree of the 22nd of May, 1815, was passed,) 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." In other words they admit, that the decree of the 22nd May, 1815, as it stands, is a sufficient basis for the plain-