forth the deed of the 7th of April, and making this petitioner Mullikin, the surviving trustee under that deed, a defendant along with Thomas Harwood. Which bill Harwood answered, acknowledging, that he had executed those deeds, and that he had not then paid the debts secured by either of them. On Mullikin's being served with a subpœna to answer, he at once apprehended, that it had relation to his situation as trustee under the deed of the 7th of April; and, therefore, he called on T. Harwood for information respecting the situation of the debts specified in that deed; and was told, that they were very stale; that more than twelve years had elapsed since they became due; and that he, Mullikin, could have no claim under the trust deed. But Harwood did not inform Mullikin, that suits had been brought, and judgments obtained against himself, and the late Benjamin Harwood before his death, by some of those creditors. Mullikin appears to have had the credulity to be thus turned aside by T. Harwood from making any further inquiry; and to have been induced to believe, that he might consider himself as completely exonerated, and as having no claim whatever upon the property mentioned in that deed. After which Mullikin, accompanied by T. Harwood, called on Nicholas Brewer, the plaintiff's solicitor, for the express purpose of obtaining information respecting the suit, so that he might put in his answer; and, from the conversation which then passed, it appears, that the impression was again renewed upon the mind of Mullikin, that, as he had not been, so he could not be injured; and therefore had no claim whatever upon the property mentioned in the deed of trust. And accordingly he answered to that effect, without then having before him, or ever having read either the bill, or the answer of T. Harwood, as is evident from his, Mullikin's, making a mistake in his answer, as to the names of the parties to the bill. After thus answering, it appears, that Mullikin rested satisfied, and had no further information respecting the matter until a short time before the filing of his petition in the month of August last. On the second of May, 1825, a decree was passed grounded * upon the admission of Mullikin, and the
absence of any proof of the then existence of the debts **511**
mentioned in the trust deed, directing the mortgage debt to be paid, and if not, that the property should be sold for the satisfaction of that debt alone.

The law of the Court in relation to bills of review was laid down in a set of ordinances or rules established by Lord Bacon as far back as the beginning of the year 1618. The sound sense and utility of those rules have been amply tested, and they have been adhered to ever since. In regard to the matter now under consideration, the rule is expressed in these words: "Upon new proof, that is come to light after the decree made, and could not possibly have been used at the time when the decree passed, a bill