

* BUCKINGHAM v. PEDDICORD. 447

CHANCERY PRACTICE.—EXCEPTIONS TO ANSWER.—TAKING THE BILL PRO CONFESSO.

The course of proceeding against a defendant, whose answer, on exceptions, has been held insufficient; or who has contumaciously neglected to answer; or who has, on demurrer or plea, failed to protect himself from answering as the bill requires. (a)

The Acts of Assembly in relation to proceedings against non-resident, absconding, or contumacious defendants considered.

In all such cases the bill may be taken *pro confesso*, or testimony taken, upon which the Court pronounces the decree; and if it has no jurisdiction must dismiss the bill. (b)

How discovery may be had where the bill may be taken *pro confesso*.

An insufficient answer is as no answer; and therefore, upon such default, the bill may be taken *pro confesso*, and a final decree passed.

THIS bill was filed on the 2d of December, 1829, by Larkin Buckingham, administrator of Thomas Evans, deceased, against Jasper Peddicord, Jeremiah Bartbellow, and Asbury Peddicord. The bill states, that for a debt due to his intestate the plaintiff, as administrator, brought suit and recovered judgment in the County Court of Anne Arundel County, at April Term, 1828, against the defendant Jasper Peddicord, for the sum of \$885.20, with interest from the 16th of August, 1825, and costs; that previously thereto the defendant Jasper, on the 24th of February, 1826, with the fraudulent intent of avoiding the payment of the judgment, which he knew would be obtained against him, mortgaged to the defendant Jeremiah, his son-in-law, one hundred and fifty-one and a half acres of land lying in Anne Arundel County, for the consideration of \$581; and on the same day mortgaged to the defendant Asbury Peddicord, his son, one hundred and twenty-six acres of land lying in the same county, for the consideration of \$927.17; that afterwards, on the 10th of October, 1827, the defendant Jasper, for the consideration of \$1,400, conveyed in fee to this defendant Jeremiah, the same land which he had previously mortgaged to him; and on the 22d of October, 1827, the defendant Jasper, for the consideration of \$2,000, conveyed in fee to the defendant Asbury, the same land which he had previously mortgaged to him. The defendant Jasper so thereby conveying all his real estate to his son-in-law and son; in consequence of which the plaintiff has been unable to obtain payment of his judgment, or any part thereof; that those

(a) See Equity Rule, 25; *Rider v. Riely*, 22 Md. 540; *Hopkins v. Stump*, 2 H. & J. 301; *Warfield v. Gambrill*, 1 G. & J. 503.

(b) See Rev. Code, Art. 65, secs. 25, 43; Equity Rule, 12.