equitable interest of Robert Lee in the said land was sold for the sum of $105, to the defendant Jesse Lee, of which sum, after paying therefrom the legal expenses, commissions, and costs, $68.43 only were paid in part discharge of the debt. Since which time Robert Lee died; but that no letters testamentary or of administration on his personal estate had been granted to any one; that he left the defendant Temperance Lee his widow, and the defendants Thomas, Joshua, John, William, Caleb, Jesse, Clarissa, Matilda, Penelope and Mary, his children, and the defendants Eleanor and Ushley, the children of his son Robert Lee, Jr., deceased, his heirs-at-law; and that there is due and unpaid to the plaintiff of the mortgage debt the sum of $800, including interest. Whereupon the bill prayed; that the mortgaged estate might be sold; and that the plaintiff might have such other and further relief as should appear to be consistent with equity and good conscience.

On the 14th of April, 1830, the defendants Faner and wife, and Joshua Lee demurred to this bill; and for cause shewed, that it appeared by the complainant's own shewing, that the equitable interest of the said Robert Lee has been sold under an execution, levied at her instance; and, consequently, that they or either of the heirs of the said Robert were not the proper parties to be made defendants.

The defendants Houck and wife, on the 10th of August, 1830, also demurred to the bill; and for cause shewed, that, by the complainant's own statement, it appeared that both the legal and equitable interest in the land alluded to in the bill had been parted with by Robert Lee and his heirs; and that he, or they, or his representatives were no longer any way concerned with regard to their disposal; and that these defendants were only complained of as the heirs of the said Robert Lee.

Bland, C., 29th October, 1830.—This case standing ready for hearing on the demurrers of Faner and others, and the solicitors of the parties having been fully heard, the proceedings were read and considered.

*These defendants, by this form of defence, put it to the Court to determine, admitting every fact and circumstance **680** to be true, as stated, whether they ought to be compelled to answer the bill or not. The cause shewn for thus demurring, would seem to amount to a disclaimer; but a disclaimer is never made in this way; or received in this equivocal shape. It should be, in all respects, full and explicit, and accompanied by an answer denying such facts as it may be necessary to deny, in order to make it effectual; because, in all such cases, where the defendant is subject to no liability, which he cannot disclaim, *Glassington* v. *Thwaites*, 3 *Cond. Cha. Rep.* 197, it at once puts an end to the case, without asking for the judgment of the Court, as by a demurrer, upon the