

NUISANCE.

A gunpowder manufactory not a nuisance, because of the loose manner in which the edifices have been constructed. *Bellona Co's Case*, 435.

ORPHANS' COURT.

See PARTITION.

REGISTER OF WILLS, 2.

PARTITION.

This Court has jurisdiction to make partition of real and personal estate: but if the personal estate be in the hands of an executor or administrator, it must, in general, be distributed under the direction of the Orphans' Court. *Hewitt's Case*, 198.

PARTNERSHIP.

See DEBTOR AND CREDITOR, 34.

PLEADING.

1. The modes of defence by demurrer, by plea, by answer as called for by the bill, by answer in avoidance, and by matter derived from the whole case as shewn at the hearing considered and explained. *Salmon v. Claggett*, 106.
2. The demurrer takes the facts stated in the bill for true, and answers by averring that they constitute no ground for relief. *Ib.*
3. A plea usually admits or supposes all that is set forth in the bill to be true, but states other facts which produce an equity which displaces that arising from the facts stated in the bill. *Ib.*
4. A plea demands the judgment of the Court in the first instance whether the special matter urged by it does not debar the plaintiff from his right to the answer required by the bill. *Ib.*
5. A plea or demurrer only supposes the facts to be true, but does not admit them like an answer. *Ib.*
6. A defendant who has omitted to answer, or answers evasively any substantial part of the bill, asks with ill grace for a dissolution of the injunction. *Ib.*
7. Matter in avoidance denied by the replication must be proved. *Ib.*
8. A defendant who has omitted, or failed by demurrer or plea to protect himself from making the discovery called for, must answer fully as the bill requires. *Ib.*
9. The modern cases allowing an answer in avoidance to subserve the purposes of a plea overruled. *Ib.*
10. If the plaintiff brings on the case for hearing on bill and answer, he thereby admits the answer to be true. *McKin v. Odom*, 403.
11. Statements in the bill or answer as to agreements with persons not parties to the suit, the nature and validity of which agreements are not drawn in question; and all careless verbiage may be rejected as mere surplusage. *Neale v. Hagthrop*, 538.
12. The answer of a defendant is taken for true so far as it is responsive to the bill, unless disproved. *Ib.*
13. Its allegations of fact not responsive, but in avoidance must be proved. *Ib.*
14. If a defendant submits to answer at all, he must answer fully and particularly. *Ib.*
15. Any material allegation left unanswered may, at the hearing, be taken for true. *Ib.*