EQUITY AND EQUITABLE DEFENCE—*Continued.*

1. That if the judgment creditors assented to the deed of trust, and by their conduct induced the complainant, and others, to become purchasers of the land bound by their judgments, and to believe that they would look to the trustees for the payment of their claims, and not to their judgment liens, such conduct would furnish a valid equitable defence.
2. To allow the judgment creditors, after such a course of conduct, to enforce their judgments against the purchasers, would be to permit them to perpetrate a fraud upon the latter. Upon such a state of facts, the purchasers would not be bound to see to the application of the purchase money.
3. A defence, founded upon such circumstances, can only be rendered available in a court of equity on the ground of fraud. *Doub* vs. *Barnes*, 127.

EVIDENCE.

1. It is an established rule of evidence in this state, that the answer of one defendant in chancery, is not evidence against the other defendants. *Glenn* vs. *Baker*, 73.
2. The answer of one defendant, when responsive to the bill, *is evidence against the plaintiff* in favor of the other defendants. *Ib.*
3. Where the rights of the insolvent are identically the same, whether the decision passes one way or the other, he would be a competent witness for either party. *Ib.*.
4. Though evidence *dehors* a will, will not be admitted to prove or disprove the intention of a testator to raise a case of election, there can be no valid objection to such evidence to show the state and circumstances of the property. *Waters* vs. *Howard*, 112.
5. A party who has assigned a judgment without recourse, except as to his right to assign and transfer the same, is a competent witness for the assignee in a suit to enforce the judgment, the warranty extending only to the *right* to make the assignment. *Doub* vs. *Barnes*, 128.
6. As evidence of payment of a legacy due to a ward, the defendants relied upon a memorandum in the hand-writing of C., the husband of the ward, by which he charged himself with "amount of B's draft $500," (B. being the guardian.) The draft was not produced, and there was no proof of its payment, or on what account it was drawn. They further claimed a credit of $1500, being the amount of a check of B. on the Bank of Baltimore, payable to C., *or bearer*, which was paid by the bank, but to whom the money was paid did not appear. HELD—
   That this evidence of payment, was wholly inconclusive and unsatisfactory, and that it would be a departure from the rules established for the ascertainment of truth to give it the effect for which the defendants insist. *Crain* vs. *Barnes & Fergusson*, 152.
7. Courts of justice are not at liberty to indulge in wild, irrational conjectures, or licentious speculations, but must act upon fixed and settled rules. And it is far better that individuals should occasionally suffer, than that principles, which time and experience have shown