

denial of the allegations, upon which the complainant's equity is supposed to rest; and that therefore, the well established principle, that two witnesses, or one witness with corroborating circumstances, are necessary to overcome an answer responsive to the bill, should not be applied to this case. It may be remarked, however, that if the complainant had reason to believe, that the defendant had practised too much reserve in his answer, and that something was kept back, which if disclosed, would have assisted the complainant's case, he would have had recourse to the usual method to bring it out,—the rule being, that a defendant who submits to answer, must answer fully and explicitly, and that he may be pressed by exceptions until he thus answers.

But as I understand this answer, it does meet, and deny fully and unequivocally, the allegation, that he was notified of the agreement between the complainant and Hess, or that he knew of the existence of any such agreement. He denies in the plainest terms that could be employed, that he ever was informed of, or reminded, of any such agreement, or that he ever was notified or requested, either by the complainant or Hess, "to pay or provide for the claim of the complainant on said Hess, in any manner whatever." The answer admits, that some time after Hess had applied for the benefit of the insolvent laws, the complainant called upon the defendant, and asked him about the notes spoken of, as though he believed he had a claim upon them, when the defendant told him he did not know him in the transaction, and the conversation ended. But this interview, even if it would amount to notice of an assignment, which might well be doubted, was after the defendant had paid to Hess, or upon his order, an amount exceeding his claim for building the house,—though for the reason already stated, he was not entitled to be paid the entire sum.

Being then of opinion, that the weight and effect of this answer can only be overthrown by two witnesses, or one with pregnant circumstances, let us for a moment look at the evidence and circumstances, to see if such proof can be found.

The only witness, whose proof is relied on to establish the fact of notice, is Samuel Hess, the party with whom the de-