

EQUITY—*Continued.*

tween the assignor and the defendant, a statement of the payments he had made the assignor on account thereof, afterwards discovering receipts for further payments, not mentioned in the statement, he claimed a credit therefor. HELD—

That the assignment to the complainant being made *prior* to the receipt by him of the statement from the defendant, and he not being induced to make the purchase by such statement, or lulled into false security by it, there could be no sufficient ground for denying the defendant the benefit of the receipts. *Hall vs. Purnell*, 137.

5. If an innocent party is induced, by the obligor, to become the purchaser of a bond, against which there are equities, it is a deceit upon him, and he ought not to be subject to the same equity, to which the obligor was entitled against the obligee. *Ib.*

See PRACTICE IN CHANCERY.

EQUITY OF REDEMPTION.

See MORTGAGE, &c. 6, 7, 8. LIMITATIONS, 1, 2, 3.

EVIDENCE.

1. The rule of evidence, that husband and wife cannot be witnesses for or against each other, is firmly established, and is founded partly, on identity of interest, and partly on that principle of public policy which seeks to prevent discord in families—a policy, of which no invasion will be permitted, even after divorce. *Bradford & Williams vs. Williams et al.*, 1.
2. No case has been found, in which a husband has been so far regarded as agent for his wife, as that his declarations as agent can be received in evidence against her. *Ib.*
3. The rule which admits as evidence the admissions and declarations of an agent, like other rules, is subject to limitations. Such declarations must be made in the course of, and accompanying the transaction which is the subject of inquiry—but, when so made, they constitute a part of the *res gestæ*, and are binding on the principal. *Ib.*
4. Declarations of an agent made *after* the transaction, though in relation to it, are no part of the *res gestæ*, and are not binding on the principal, but come within the rule which excludes hearsay evidence. *Ib.*
5. The entries in the books of an agent, running over a long lapse of time cannot be used against a principal, without showing that they were made under circumstances which constitute them a part of the *res gestæ*. *Ib.*
6. Where an answer explicitly denies the fact upon which the equity of the complainant's claim for relief rests, its weight and effect can only be overthrown by two witnesses, or one with pregnant circumstances. *Rider vs. Riley*, 16.
7. Upon a bill filed by an obligor in a sealed note against the executor of the obligee, the note was decreed to be cancelled, upon proof that the testator did not intend to exact payment of the money due upon it; but, originally intended it as a gift, or, afterwards, treated it as