

tained against him in the form in which it was brought; all of which the said Lee did without notice to, or conference or consultation with, complainant or his counsel, though he knew he held complainant's written agreement aforesaid, and looked to complainant to be ultimately and solely affected by and responsible for his said acts in the premises.

That Lee, at the time he agreed to waive the decision of the said court in his favor, and submit to the verdict and judgment against him, did so in pursuance of an agreement and stipulation with Robinson, and obtained the latter's express covenant and assurance that he, Lee, should in no way be bound by said judgment, or injured or affected thereby, or ever called upon to pay a farthing of the amount for which it was rendered, but that the same should be instantly entered satisfied on the records of the court, which was accordingly done by Robinson on the same day it was rendered, without ever demanding from Lee one cent on account thereof, and the latter has, in fact, never paid anything on account of the same, or been in any way affected, injured or damnified thereby, or by any claim that has ever been brought against him on account of said one-third of said crop of tobacco, or the value of the proceeds of the sale thereof.

The bill further charges, that pending the suit of Robinson against Lee, the latter well knew of the matters and facts which constituted a valid defence thereto, he having himself sworn to them in the affidavit before referred to, and if they were not susceptible of proof in a court of law in consequence of the lease of the farm not being in writing, or of there being no witnesses to the terms thereof set out in his affidavit, and which made one-third of said crop of tobacco the property of the aforesaid infants at the time it was levied on, it was competent to, and incumbent on, Lee, and was his legal duty to complainant to have filed a bill of discovery against Robinson, to compel him to disclose, under oath, the aforesaid matters and facts of which, from their nature, he must have been cognizant, to be used as evidence in defending said cause, and that Lee, thus knowing of a good and substantial defence to