effect that it should be released, &c., but he confesses, as before stated, that it was released without his paying one dollar in satisfaction of it, and he also admits, that after the judgment was rendered, his attorney agreed to give up to said Robinson, or any one else he should designate, the contract of indemnity executed by the complainant, Iglehart, if Robinson would enter the judgment satisfied. The denial of the previous agreement, it will be observed, is not positive, whilst facts are admitted which have a powerful tendency to prove such agreement.

Robinson, according to the answer, had a valid judgment against Lee, fairly recovered, and of course, capable of being enforced by execution, and yet without any previous agreement upon the subject the answer asserts that this judgment was entered satisfied, though not one cent was paid in its discharge, the plaintiff, Robinson, being content to rely upon the issue of a suit upon Iglehart's contract of indemnity. This statement certainly is extremely improbable, and cannot obtain credit upon this motion, unless vouched for by the most unequivocal assertion in the answer, which assertion has not been made. Before a suit could be maintained upon the contract of Iglehart to indemnify Lee, it was necessary to show that the latter had been damnified, and the suit of Robinson against Lee, the recovery in that suit, and the entry of satisfaction without payment, bear strong marks of contrivance and of a purpose to manufacture evidence upon which proceedings against Iglehart could be founded.

The whole machinery appears to have been put in motion to create a fictitious cause of action againt Iglehart, and certainly should not be allowed to succeed, unless there is some rule of law or of equity which forbids the interposition of this court. My opinion is there is none such. The complainant states expressly, that he did not know of these defences before or at the time of the rendition of the judgment against him, and, therefore, even if they would have constituted a valid defence at law, he could not have availed himself of them. This brings his case within the principles settled by the Court of Appeals, in the cases of *Gott & Wilson* vs. *Carr*, 6 *Gill & Johns.*, 309, and