But these administrators rest their defence on the fact, that there was "an understanding by him, (their intestate,) and the complainant, that the said suit, (in which the decree of the 22d of May 1815, was passed,) should not affect the interest of their intestate in the aforesaid bond, and should only operate to enable the complainant to obtain a conveyance for the land he had purchased." In other words they admit, that the decree of the 22d May 1815, as it stands, is a sufficient basis for the plaintiff's equity; but they attempt to circumscribe its operation by setting up a previous understanding or agreement of the parties to it, as to what was intended to be its extent and effect. But no decree can be thus collaterally affected or impeached. Every decree stands, and must be allowed to stand, for what it purports to be on its face, until it has been revised or reversed in a solemn and proper manner.(*b*) Therefore, rejecting this ground of the defence, as being utterly inadmissible, even supposing the fact of the alleged understanding to be true, there is nothing in the answers which is at all at variance with the case presented by the bill.

It is certainly true as urged by the defendants' solicitor, that even at the hearing, the plaintiff's case, as stated by himself, must be shewn to have in substance, or in some essential bearing of it, such a character as will confer jurisdiction on a court of chancery; it must appear to be an equitable as contradistinguished from a mere legal cause of action. The bill must itself shew why it was necessary, or allowable for the plaintiff to leave the ordinary legal tribunals and come into a court of chancery to seek relief. It seems to have been formerly understood, that if it appeared upon the face of the bill, that the plaintiff's remedy was properly at law,—as where the bill was for the recovery of a debt due by bond,—if the defendant answered and confessed the bond, he could not demur to the relief; because, admitting the debt, he ought to pay it, and not proceed to litigate it in either *forum;* or if the plaintiff was proceeding for the recovery of damages, the defendant might demur; because the court could not settle the damages: but if he answered, he could take no advantage of it at the hearing; for having submitted to the jurisdiction of the court, it would have the quantum of damages adjusted in a feigned action at law.(*c*) The rule now however is, that if the defendant could have demurred to the bill,

(*b*) 2 Mad. Chan. 537; Barney *v.* Patterson, 6 H. & J. 204; (*c*) Gilb. For. Rom. 51, 53; North *v.* Strafford, 3 P. Will. 150; Pickering's case, 12 Mod. 171.