look diligently after the assets of his testator, and always to know the amount within his reach, cannot plead want of assets after the debt decreed.(*m*) So leave to file a bill of review was refused to be granted upon newly discovered evidence, of which the party was sufficiently apprised, by the suggestions in a letter and the proceedings in the case, to have enabled him, with reasonable diligence, to have put it upon the record originally. Because it was considered as most incumbent on the court to take care, that the same subject should not be put in a course of repeated litigation; and, that with a view to the termination of the suit, the necessity of using reasonably active diligence in the first instance should be impqsed upon the parties.(*n*) It is not sufficient to show, that injustice has been done; but that it has been done, under circumstances which authorize the court to interfere; because if a matter has already been investigated, according to the common and ordinary judicial rules, a court of equity cannot take upon itself to enter into it again.(*o*) But, to show, that the party might, by the exercise of reasonably active diligence, have known, that which he alleges he has recently discovered, it is not enough, that the newly discovered proof was actually in his power at the time the decree was passed; it must also appear, that he knew of something, or that there was something in the case which might be considered as a suggestion, sufficient to apprise him, that there were such other facts and proofs pertinent to the case; and which it was his duty to have searched for; and, if practicable, to have brought in and put upon the record.(*p*)

It may be admitted, that the credulity of the defendant *Mullikin* has been played upon to a considerable extent, and that he has even been misled by those from whom he sought information; but, that by no means furnishes a complete justification of his gross negligence. He himself admits, that his co-defendant *Harwood* had told him, that the debts mentioned in the deed of trust were not paid; that information it was his duty, as a trustee, to have followed out until he had ascertained the real truth, before he ventured rashly to compromit the interests of the *cestui que trusts*. He ought, from that suggestion, to have obtained a full knowledge of every material particular respecting those debts; the entire disclo-

(*m*) Suffolk *v.* Harding, 3 Rep. Chan. 88.—(*n*) Young *v.* Keighly, 16 Ves. 348. (*o*) Bateman *v.* Willoc, 1 Scho. & Lefr. 204; Wenston *v.* Johnson, 2 Mun. 305. (*p*) 4 Vin. Abr. 412.