jected, because of its being impertinent and scandalous. And the exception was allowed; because there was no reason to fear that the title of the answer should prejudice the defendant, as an admission of the plaintiff's right, or work any conclusion in this court. (*i*)

And in another case where the plaintiff filed his bill to be relieved against a bond of £2,000 upon which the defendant had brought his action, setting forth that the bond was not entered into for money lent, or any valuable consideration, but purely to serve the defendant, and that it was agreed between them that it should not be put in suit. To prove which the plaintiff charged, that no demand had been made from 1703, when the bond was entered into, till the bringing of the action; that the plaintiff was a gentleman of a large fortune, and the defendant very necessitous; and that the defendant afterwards borrowed of the plaintiff £300 on bond; and that the bond being somehow lost, the plaintiff exhibited his bill in this court against the defendant, and had a decree for payment. The defendant in his answer says, 'that he does not know or believe that the plaintiff lost the bond, but believes that he fraudulently concealed or destroyed it.' To this the plaintiff objected, that it was scandalous and impertinent.

Upon which it was held, that though a matter may be scandalous in itself, it is not to be considered so if it is pertinent; or if the plaintiff asks impertinent questions, though the answer should be reflecting and impertinent, it would not be scandal. And it is very different to charge fraud and combination in a bill generally, and to insist upon it by oath in an answer. This bill is to be relieved against a stale bond; and, as an inducement to prove it satisfied, the plaintiff mentions the subsequent bond, proceedings, and decree in this court, in which case the defendant never insisted on being paid the money due by this bond he has now put in suit; and, therefore, it is to be presumed it was satisfied. All this is material to the case, but the plaintiff, in his manner of setting out this transaction, takes notice, that the bond being some way got out of his custody, obliged him to sue in this court, and the defendant, in his answer, says, he believes the plaintiff did not lose it, &c.; he denies what is not material; and what the plaintiff did not require him to answer. If he had alleged that he had lost it, and had questioned him to it, then his answer would not

(*i*) Peck *v.* Peck, Mosely, 45.