like those made in his answer. *Tompkin* v. *Ashby*, 22 *Com. Law Rep.* 239.

It appears then, that the answer called for by the bill, is as to a certain set of facts therein stated, and the defendant, is required to

141 *say whether they are true or false; and to set forth all he knows about them; it extends so far and no farther.

The object in calling for an answer is to serve the purposes of the plaintiff, not of the defendant. The plaintiff calls for it as evidence, and it is equivalent to parol evidence, as to all matters where such testimony is available. But, the necessary consequenec of this position is, that since the plaintiff has called on the defenddant to testify, by way of answer, it is to the full extent of the call, or so far as it is responsive to the bill, competent evidence; which cannot be overturned by the testimony of one witness alone; and the answer so called for is evidence to this extent, although it be made by defendant deeply interested, or by one who is incompetent as a witness in ordinary cases; or by a corporation aggregate under its seal without oath.

A defendant may allege any facts in his answer, as an avoidance, which give rise to an equity that constitutes a good defence, as payment, a release, &c.; and, however generally or darkly any such matter may be stated, the plaintiff cannot except; because they form no part of that response he had called for; and if such statements are so obscure as to be of no avail, it can be of no in-

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of complaint were executed, that the deeds mention a valuable consideration, at least what the law admits to be so, that he sees receipts of the payments endorsed on the deeds; and, that from those he must take his knowledge, as he himself was neither present, nor in the county at the time of executing the same. The defendant further says, that he does admit, that David Bissett died intestate; that as his eldest lawful brother, and heir-at-law, he entered upon, and holds the said lands; that he has in his possession the deeds of the same; particularly those mentioned in the bill; as also his account and memorandum books, and does not recollect, that he ever in any of them observed any telling or minute of the said consideration money mentioned in the said deeds being marked, or mentioning the same being paid. The defendant further answering says, that he obtained such warrant of resurvey, had the certificate of resurvey returned; and, that the same lies still in the office unpatented; further says, that the alienation fine, for the six hundred and forty-three acres of vacant land, added, was paid by David Bissett. And lastly, the defendant further answering, says, that he never was requested to resurvey the said lands, as set forth in the said bill of complaint; but says, that, if he had, the complainant would have met with the refusal asserted in the said bill; and therefore, the defendant humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

This plea and answer were signed and sworn to on the 12th day of August, 1761, before a Justice of the Peace in the usual form.

Chancery Proceedings. lib. D. D. No. J. fol. 60. The plea was allowed and the bill dismissed without costs. 1 H. & McH. 211.