

The court in that case was not the vendor as it is in this, and I apprehend it would be attended with much inconvenience, if not mischief, to say that after this court has finally passed upon the rights of the parties, and has taken upon itself to sell the property for the benefit of him who is entitled, that the insolvency of the other party shall put a stop to its proceedings, and transfer the subject to other hands.

The petition, therefore, must be dismissed, and as according to the terms of the decree, the entire purchase money would have been due on the 1st of January last, if the proceedings of the trustee had not been arrested, I see no reason why the sale should not now be for cash. The decree does not direct that the different instalments shall become due in certain specified periods after the day of sale, but that six hundred dollars shall be paid on the day of sale, or on its ratification, six hundred on the 1st of January, 1850, and the balance on the 1st of January, 1851, so that the entire sum would have become due long since if the decree had been permitted to have its effect.

GEORGE VICKERS, for the Complainant.
EMORY, for Petitioner.

MACKALL HARRIS
vs.
JAMES A. SANGSTON AND OTHERS. } JULY TERM, 1849.

[INJUNCTION.]

UPON motion to dissolve an injunction upon bill and answer, the answer, when speaking responsively to the bill, must be taken as true, and if it denies the averment of the bill upon which the equity for the injunction rests, the injunction must be dissolved.

[The facts of this case are fully stated in the following opinion of the Chancellor, delivered upon the hearing of the motion to dissolve the injunction which had been granted upon the bill.]