

Exceptions to the answer, and the motion to dissolve, may stand for hearing at the same time.

The rule further proceedings may be entered, during the sittings, and at the same time with the entry of notice of motion to dissolve, and may be enforced at the same time; or at the proper time after the motion to dissolve has been disposed of.

On hearing the motion, the plaintiff opens and concludes the argument.

In extraordinary cases, the injunction is granted upon terms adapted to the circumstances.

It is a general rule, that where there are two or more defendants, no motion to dissolve can be heard until all of them have them answered; but to this rule there are exceptions. (b)

Where one of the defendants has answered, he may have the plaintiff compelled to use all due diligence to enforce an answer from the other defendants, or to have the case placed in such a situation as to enable the responding defendant to move for a dissolution of the injunction.

Where the equity of the bill appears to be doubtful, or where the nature of the subject enjoined is such as to require a hearing without delay, &c. the Chancellor, in granting the injunction specifies the time and terms upon which a motion for a dissolution may be heard.

PAUL v. NIXON, (Note.)

A complainant, on the filing of the answer, is entitled to have the cause set down for final hearing on bill and answer, and by so doing he admits the truth of everything contained in the answer. (c)

THIS bill was filed on the 18th of January, 1825, by Elizabeth Ann Jones, executrix of Abraham Jones, deceased, against Thomas Magill, John F. Gittings, and Thomas N. Harding. The bill states, that on the 26th of October, 1818, the defendant Harding, gave his note for the sum of \$500, to the defendant Gittings, which was signed by the late Abraham Jones, the testator of the plaintiff, as surety for Harding, that Harding in order to save Jones harmless, on the 10th of August, 1822, by a bill of sale, conveyed to Alexander Warfield certain negroes and other personal property, a part of which was intended for the security of Warfield, who was bound for Harding in other cases; that after the death of the plaintiff's testator, Warfield, on the 5th of April, 1823, by bill of sale, conveyed to this plaintiff, two negroes named Nelson and Mason, which were intended by Harding to secure the plaintiff against loss by the liability of her testator, on the note for \$500; that, with a view to defraud the plaintiff, those negroes had been concealed and disposed of, out of this State, by the defendants Harding and Magill; that on the 11th of December, 1821, Harding, by bill of sale, conveyed two negroes, John and Westley, to the defendant Gittings, for the purpose of securing to him the payment of a note which he held of Harding's, for the sum of \$326.81; that the money secured by those two notes belonged to Juliet A.

(b) Approved in *Heck v. Vollmer*, 29 Md. 510.

(c) Approved in *Warren v. Twilley*, 10 Md. 48.