to the whole transaction, is able to speak of the facts from his own knowledge; and, therefore, it is important that he should answer, as well because he is disinterested, having settled his final account and been discharged as guardian, as because Magill, who claims under him, will be bound by his answer. *Osborn* v. *U. S. Bank*, 9 *Wheat.* 832; *Field* v. *Holland*, 6 *Cran.* 24.

It is true, that a defendant has no direct means of enforcing an answer to the bill from his co-defendant; but he may urge forward the plaintiff to do his duty in that particular; and, certainly, at the instance of a defendant anxious to have the restriction of an injunction removed, the Court would suffer no unreasonable delay from the plaintiff. A responding defendant may lay the plaintiff under a rule further proceedings, which the Court will not hesitate to enforce so as to compel him to extract an answer from a tardy co-defendant with as little delay as possible; or else the bill may be dismissed and the injunction dissolved; *Anonymous*, 9 *Ves.* 512; *Depeyster* v. *Graves*, 2 *John. Chan. Ca.* 148; (*k*) for, in equity as at

---

(*k*) TONG *v.* OLIVER,—This bill was filed on the 22d of October, 1803, by William Tong against Richard Oliver, and also Robert Berry and Peter Snyder, administrators of Benjamin Abbot. It states, that the plaintiff, in the year 1798, purchased of the intestate a tract of land in Pennsylvania; that he paid part of the purchase money, gave his bond for £300, being the balance, and obtained possession of the land; that Abbot gave an order on this plaintiff in favor of the defendant Oliver, for the whole sum due on the bond; that on presentation of the order, the plaintiff paid £200, and executed his bond for the remaining £100 to, and in the name of the defendant Oliver; that the land was subject to an incumbrance for £32 at the time of the sale, which the plaintiff would be compelled to pay and satisfy; and yet, that suit had been brought on the bond, judgment obtained, and an execution levied on the plaintiff's lands; that Abbot is since dead, and the defendants Berry and Snyder were his administrators; upon which an injunction was prayed for and granted to stay the proceedings at law.

On the 19th May, 1808, the defendants Berry and Snyder put in their joint answer; the purport of which is sufficiently noticed in the Chancellor's order. On the same day, the defendant Oliver not having answered, they obtained the usual order to give notice of a motion to shew cause why the injunction should not be dissolved at the next term.

KILTY, C., 1st March, 1809.—The motion for dissolving the injunction was made by the defendants' counsel, no counsel for the complainant being in Court. But as, according to the rule and practice of the Court, the defendants would have been entitled to a dissolution, if the answers were considered sufficient, it is deemed proper to determine the case as it stands, without any argument by the complainant.

The answer of Oliver is not filed. The Chancellor, without giving a positive opinion, is inclined to think, that unless it should be shewn, that he had some knowledge of the transaction, or that his answer might be material, it might be dispensed with, as he was only the nominal plaintiff at law.

But the answers of Berry and Snyder are not considered sufficient. The answers of administrators must always be taken with a view to the reasons