ence or pleasure. But in whatever form the response may be couched, it is essential, if not waived by the plaintiff, that each defendant should swear to his answer; and therefore, when an answer purports to be the answer of two or more, and is not sworn to by all, it may be taken off the file, or can only be received as the answer of him who has sworn to it. *Harris* v. *James*, 3 *Bro. C. C.* 399; *Done* v. *Read*, 2 *Ves. & B.* 310; *Cooke* v. *Westall*, 1 *Mad. Rep.* 265; *Cope* v. *Parry*, 1 *Mad. Rep.* 83; *Griffiths* v. *Wood*, 11 *Ves.* 62; *Pieters* v. *Thompson*, *Coop. Rep.* 249.

In this instance, it appears, that on the 21st of July last, an answer was filed, which purports, and is set forth in the beginning to be "The separate answer of the President and Directors of the Chesapeake and Ohio Canal Company," who, by this description, on reference to the bill, are determined to be "Charles F. Mercer, the president of the said company, and Joseph Kent, Andrew Stewart, Peter Lenox, Frederick May, Walter Smith, and Phineas Janney, the directors of the said company." But, of all those seven persons whose answer it purports to be, it has been sworn to by Charles F. Mercer only. It can, therefore, be received at most as being no more than his answer alone; and so taken, it appears that the other six persons have not, as yet, answered at all. Hence, according to the general rule, this motion for a dissolution could not be sustained upon the answers of only two of these defendants; unless it should appear that the defendants who had not answered had neither any interest in or material knowledge of the matter; or that their answers might be dispensed with for some special reason. *Jones* v. *Magill*, 1 *Bland*, 177; *Onion* v. *McComas*, *ante* 83, *note*. But, in this instance, the interest, and the knowledge of those directors, it is evident, must be, to the full, as extensive as those of Mercer and McCord; and, consequently, there is no reason why this plaintiff should not have the benefit of all their answers before he is called upon to shew cause why he **110** * should not be made to part with his injunction; if his bill were in all respects such as to give him a just claim to its continuance.

On the 21st of July last, Isaac McCord filed his answer, in which, after stating that he had contracted with this company to execute certain work, and otherwise very imperfectly answering the bill, apparently with a view to make up for the insufficiency of his answer, he says, "he made a contract with them as stated in his answer to the petition of the complainant; to which he refers, and which answer he prays may be taken as a part of this his answer to the bill of complaint. A reference to the same will render it unnecessary for this defendant to give a particular answer to the charge in the bill."

It is presumed that this defendant meant by this to refer to and invoke, as a part of his answer to the bill, the answer which he