exceed, at any one time, the sum of ten thousand dollars current money, then and from thenceforth these presents and every matter

---

must be taken to be true, and if the equity of the bill is sworn away by the answer, the injunction must be dissolved. *Colvin* v. *Warford*, 17 Md. 433; *Hubbard* v. *Mobray*, 20 Md. 165; *Webster* v. *Hardesty*, 28 Md. 592; *Phila. Trust Co.* v. *Scott*, 45 Md. 451; *Dougherty* v. *Piet*, 52 Md. 425; *Wood* v. *Patterson*, 4 Md. Ch. 335; *Harris* v. *Sangston*, *Ibid*, 394. And as to matters within the knowledge of the defendant. *Doub* v. *Barnes*, 1 Md. Ch. 127; 1 Bland, 333. And so much of the bill as is not denied by the answer is taken to be true. *Cronise* v. *Clark*, 4 Md. Ch. 403.

But allegations in the answer not responsive to the bill, but setting up distinct matters of avoidance, can have no effect, on this motion, unless proved. *Hutchins* v. *Hope*, 7 Gill, 123: S. C. 12 G. & J. 244. If any one of the material allegations of the bill remains unanswered, the injunction will be continued till final hearing. *Brown* v. *Stewart*, 1 Md. Ch. 88.

When the cause is heard upon bill, answer and replication, the replication has no effect at this stage, because the answer, so far as responsive is to be taken as true, and the only effect of the replication is to determine the nature and extent of the issue between the parties, and to regulate the onus of proof with a view to final hearing. *Dougherty* v. *Piet*, 52 Md. 425.

Under the Code an answer without oath, when the bill does not require an answer under oath, is sufficient to put the cause at issue and to authorize an appeal from an order granting an injunction upon final hearing. But to sustain a motion to dissolve an injunction, the answer must be sworn to, whether the oath be required by the bill or not. *Bouldin* v. *Balto.* 15 Md. 18; *Mahaney* v. *Lazier*, 16 Md. 69. At a hearing of the motion on bill, answer and proof, the answer of a corporation, under its corporate seal, without oath, is not equivalent to the answer of an individual under oath, and is not such a denial of the equity of the bill as will authorize a dissolution. *Bouldin* v. *Balt.* 15 Md. 18.

An answer which does not deny the averments in which the equity of the bill consists, but states "that respondent does not believe and cannot admit that the said attorney made any such arrangement or contract as that set forth in the bill," is not sufficient to dissolve an injunction. *Kent* v. *Ricards*, 3 Md. Ch. 393. But a statement that defendant "does not believe and denies" a material averment, is sufficient. *Ins. Co.* v. *Scott*, 45 Md. 451. If the answer neither admits nor denies the allegations of the bill, they must be proved upon the final hearing. On a motion to dissolve, they are to be taken as true. *Briesch* v. *McCauley*, 7 Gill, 189.

Under Rev. Code, Art. 65, sec. 68, the Court may order testimony to be taken, at the instance of either party, pending a motion to grant or dissolve an injunction. From an order refusing further time to take testimony on a motion to dissolve no appeal lies. *Hill* v. *Reifsnider*, 39 Md. 429.

When the averments of the bill are untrue, the defendant should file his answer and then move to dissolve. *Frostburg* v. *Stark*, 47 Md. 338. When the material allegations of the bill are denied by the answer, and not overcome by testimony, the injunction should be dissolved. *Voshell* v. *Hynson*, 26 Md. 83. The testimony of one witness is not of itself sufficient to countervail the effect of a sworn answer; there must be two witnesses, or one with corroborating circumstances. *Gelston* v. *Rullman*, 15 Md. 261. See *Hopkins* v. *Stump*, 2 H. & J. 301. Rev. Code, Art. 65, sec. 37.

When the cause is set down not for final hearing, but simply on motion to dissolve, it is in most cases irregular on such hearing to dismiss the bill; it