has always seemed to me, that a defendant, who had manifestly omitted to answer, or had answered evasively any substantial part of the bill, not blended with that which peculiarly related to the grounds of the injunction, would come with a very ill grace to ask for its dissolution. The Court expects from every one, seeking relief, unreserved frankness; and he who evidently and purposely holds back something cannot complain if he should find himself regarded with suspicion and distrust, and be refused that to which he may, in truth, be entitled; and under other appearances might have obtained.

On a motion to dissolve, on the coming in of the answer, the Court is confined absolutely to the bill and answer. The answer, at least so far as it is responsive to the bill, is to be taken for true. No *ex parte* affidavits, or other proofs, are ever admitted at that stage of the case, in support of either the bill or answer.(*f*) The discussion is confined within a narrow compass, as to facts and circumstances; and neither party can be taken by surprise; because the notice of the motion has given them both time to meet and repel any unfounded objection to their allegations; all of which, upon the hearing of that critical, and often all-important motion, should be found to be such as will stand the test of the closest and severest scrutiny,

But however it may be in the English Courts, in this particular; *Eden Inj.* 73, 78; it has long been the practice of this Court to hear and decide upon the motion to dissolve, and the exceptions
133 to the * answer at the same time; *Alexander* v. *Alexander*, 13 *December*, 1817; *Gibson* v. *Tilton*, 1 *Bland*, 353; and I shall, hereafter, consider it as finally settled here, that the motion to dissolve, and all exceptions to the answer, which may then be filed, shall be taken up and decided upon at the same time; not, however, denying to the plaintiff the right, for the purpose of obtaining a sufficient answer to the full extent required by the bill, to except to the answer within the proper time, after the motion for a dissolution of the injunction has been disposed of.

On the part of the defendants, it has been urged that although they have admitted the execution of the mortgage, they are entitled to a dissolution of the injunction; and also to have the exceptions overruled; because they have fully denied all the equity of the bill, by shewing, that the mortgage was invalid, or had been satisfied, or had been virtually relinquished and abandoned; or because one of the alleged mortgagors was an infant at the time he executed the deed. These allegations, they maintain, are, in themselves, an ample denial of the equity of the bill, and consti-

(*f*) It has been since provided, that the Court may order testimony in reference to the allegations of the bill to be taken, so that it be returned on the day when the motion shall be heard, 1835, ch. 380, s. 8.