

yond the reach of the creditor, thus impairing his security; that in such a case this court has the power, by injunction, to prevent the threatened mischief, and preserve the pledge until it can be applied to the purpose, for which, by the contract of the parties, it was destined; that such a power is indispensable to that complete and full justice which a court of equity is authorised to administer, and should have the means of administering, in all cases within its jurisdiction, without the aid or co-operation of other tribunals.

But, although an injunction may be granted in such a case as is made by this bill, yet it is liable to be dissolved as in other cases, upon the coming in of the answer, if the equity upon which it is founded, is sworn away or denied, and it remains to be seen, whether the equity of this bill is so sworn away.

It has already been remarked, that the attempt to show, that the complainant's claim has been extinguished, is unsuccessful, as the case now stands upon bill and answer, and, therefore, he must be regarded for the purpose of the present motion, as a mortgage creditor, and entitled to all the remedies which rightfully belong to that position. This relation by itself, however, would not have entitled him to an injunction in the first instance, nor would it now entitle him to a continuance of it. He must show, not only that he has a claim as mortgagee, but that without the prompt intervention of this court by injunction, he would, by the wrongful and fraudulent act of his debtor, be deprived of his security. This was done by the bill, and after a careful examination of the answer, I am of opinion, that some of the material allegations of the former are neither admitted nor denied, and consequently the injunction must be continued.

It is settled that when a motion to dissolve an injunction is heard on bill and answer, so much of the bill as is not denied by the answer, is taken for true, and that if any one of its material allegations remains unanswered, the injunction will be continued till the final hearing, because in such a case, the equity upon which the injunction issued is not sworn away.

I am of opinion, that the complainant's second, third, fourth, fifth and sixth exceptions to the answer of Stewart are