

ANNUITY—*Continued.*

See WILL AND TESTAMENT, 2, 3.

DOWER, 3.

ANSWER, INSUFFICIENCY OF, &c.

1. It is not sufficient that an answer contains a general denial of the matters charged in the bill ; but there must be an answer to the sifting inquiries upon the general subject : and wherever there are particular and precise charges, they must be answered particularly and precisely, though the general answer may amount to a full denial of the charges. *Wootten vs. Burch*, 190.
2. The answer should, in general, be full to all the interrogatories founded on the matters charged in the bill, unless they are clearly immaterial ; and some writers say, that the general rule requires the defendant to answer every question, without reference to whether it is, or is not material, and that the court will take care, that it shall not be applied in such a way as to be oppressive to the parties. *Ib.*
3. This rule must of course be subject to the qualification that the matters inquired about, are not purely scandalous, or, which would subject the defendant to a penalty, forfeiture or punishment ; for all such matters he is not required to answer. *Ib.*
4. Though a complainant in equity may read a portion of an answer, and is not bound as he would be at law, to read the whole ; yet he will not be allowed to read a passage from the answer for the purpose of fixing the defendant with an admission, without reading the explanations and qualifications by which the admission may be accompanied. *Glenn vs. Randall*, 220.
5. The bill alleges, that the deeds sought to be vacated as fraudulent, are destitute of any valuable consideration of any description ; and the defendants are expressly asked to discover what consideration was paid and to whom : and the answer admits, that part of the purchase money was paid after the execution of the deeds in discharge of the debts of the grantor assumed by the grantees, a part having been previously paid. HELD—
That the plaintiff should not be permitted to catch hold of the admission, that the consideration was not all paid to the grantor at the time of, and prior to the execution of the deeds, and exclude that portion of the answer which states how and when it was paid. *Ib.*
6. If a plaintiff chooses to read a passage from the defendant's answer, he must read all the circumstances stated in the passage, and if the passage so read, contains a reference to any other passage that must be read also. *Ib.*

See PRACTICE IN CHANCERY, 12, 28, 29. . SUPPLEMENTAL BILL, 4, 5. EXCEPTIONS TO. EVIDENCE, 18, 19.

APPEAL BOND.

1. It has never been the practice of this court to require the sureties in an appeal bond, when excepted to, to justify, in order to ascertain their sufficiency, in analogy to the practice at law in the case of bail. *Barnum vs. Raborg*, 516.