made on the answer of the *cestui que trust* alone; and indeed where there appeared to have been fraud and collusion, the *cestui que trust*, although not a party to the suit, was allowed to move for a dissolution of the injunction;(*j*) and the injunction may be dissolved as against some of the defendants only; or it may be dissolved on the answer of an insolvent, who has no interest in the matter, upon his speaking to facts peculiarly within his own knowledge before his insolvency;(*k*) and so where it appears from the nature of the case, that the responding defendant is the only one who can speak, from his own knowledge, in relation to the facts on which the injunction rests;(*l*) as where the defendants who have not answered are infants; and so too where it appears, that the answer of a nonresident defendant cannot be material as to the facts on which the injunction is founded.(*m*)

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that the injunction of this court should be dissolved upon the strength of titles thus set out, and not answering the interrogatories in the bill.

The conduct and expression of Evans, in his lifetime, are relied on to prove his assent to the purchase, after the doubts as to the title were known. But the answer of the assignees shews only, that, although he was advised to the contrary, he was determined to abide by the contract, by paying for that part to which a good title could be given; and that he wished to receive a good title for the whole. And the directions in his will do not prove his consent to take the whole as it stood. Considering that the equity, on which the injunction was granted, still subsists, to wit, the uncertainty of obtaining a valid title after the payment of the purchase money; and its application to the claim against the land.

It is ordered that the said injunction be continued till the final hearing, or further order.

Without any further proceedings being had in this case, it appears to have been some time afterwards dismissed by the plaintiffs.

(*j*) Nugent *v.* Smyth, Mosely, 354.

(*k*) Joseph *v.* Doubleday, 1. Ves. & Bea. 497.

(*l*) Boheme *v.* Porter, Barn. Chan. Rep. 352; Rowcroft *v.* Donaldson, 1 Fow. Ex. Pra. 286.

(*m*) Sholbred *v.* Macmaster, 2 Anstr. 366.

Williams *v.* Hall.—It appears, that a bill had been filed previous to the institution of this suit, by James Williams and Solomon Hillen, against Edward Hall, David Stewart, and David C. Stewart, to obtain an injunction, which having been filed and submitted to the Chancellor, he granted the injunction, but suggested, that the bill seemed to be too indistinct and merely argumentative in regard to the plaintiffs not being interested as partners with the Stewarts. In consequence of which the plaintiffs afterwards, by their petition, stating, that no process had been issued, or served, prayed leave to withdraw their bill and exhibits from the files of the court. Upon which, on the 6th of July, 1809, the leave was granted as prayed.

This bill was filed on the 15th of July, 1809, by the same plaintiffs, against the same defendants. From which it appears, that the plaintiffs were partners in trade, which they conducted by Williams then residing in the West Indies, and Hillen in Baltimore; that Hall also then resided in the West Indies, carrying on trade there as