

The plaintiff excepted to the sufficiency of the answers of the defendants; first, because they had not discovered and set forth the number, nature, and kind of the personal property included in and conveyed by the mortgage. And in the next place, because they neither denied, nor admitted the allegations of the bill, that the personal property so mortgaged remained in the possession of the defendants *Elizabeth* and *Edmund*, and was used for the common benefit of themselves and the other defendants.

The defendants having given notice of their motion to dissolve the injunction; the hearing of the exceptions to the answer, and of the motion to dissolve were brought on and argued together.

8th November, 1828.—BLAND, Chancellor.—The motion to dissolve the injunction standing ready for hearing the solicitors of the parties were heard and the proceedings read and considered.

The defendants by their answers, all admit the execution of the mortgage, but they say, that it is utterly invalid, as regards the personal estate; because it purports to be a pledge or lien given by an administratrix of personal property which she held only as such; and could not lawfully mortgage for any such purpose. But, supposing the mortgage to have been valid, in its origin; then, they say, that certain claims and property were transferred and delivered over to the plaintiff, from which he has, or might have obtained full satisfaction of his claim; and therefore, that the mortgage is satisfied; or, if it be neither wholly invalid, nor satisfied, then it has been released and discharged; because, by the agreement of the 26th of May, 1828, the terms of the mortgage contract have been so altered, to the prejudice of those of the mortgagors, who were the mere sureties of the defendant *Thomas Clagett*, as to have annulled it altogether; and further, the defendant *Richard H. Clagett*, in his answer, avers and relies upon the fact as a defence, that he was an infant at the time the mortgage was executed by him.

The defendants' motion to dissolve the injunction, being called up to be heard, the plaintiff, on coming in to shew cause, proposed, at the same time, to shew, as cause why the injunction should not be dissolved, the validity of his exceptions; and to have them considered and decided upon, together with the motion to dissolve. The defendants objected to this course, on the ground, that there was not, in every instance, nor in this, a neces-