answer at the same time; (*d*) 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 constitute a sufficient answer to it; such a one as entitles them to rest their defence upon, by way of answer, without making any farther disclosures; and also to a dissolution of the injunction.

If these positions are well founded, then indeed the defendants must be allowed all the benefit they claim from them. But although it may be admitted, that these allegations would, at the hearing, if sustained by proof, constitute a complete defence against the pretensions of the plaintiff, yet at this stage of the controversy they present other considerations, and involve principles of a different complexion.

I have never before been called upon to consider these positions; and on looking into the books, I find the adjudications to have been much more discordant than I had supposed; and that the principles and rules of practice, in relation to this matter, yet remain to be settled. That we may have a clear and distinct view of the nature and extent of the subject, I shall endeavour, briefly to explain, and illustrate such points and distinctions in regard to the course of proceedings in Chancery as have a bearing upon the matters I am now called upon to decide.

The learning of the law is so chained together, that it can only be well understood in its several parts; or in any manner safely applied to new cases as they arise, by clearly apprehending and

(*d*) Alexander v. Alexander, 13 December, 1817; Gibson v. Tilton, 1 Bland, 353.