

should not be made to part with his injunction ; if his bill were in all respects such as to give him a just claim to its continuance.

On the 21st of July last, *Isaac McCord* filed his answer, in which, after stating that he had contracted with this company to execute certain work ; and otherwise very imperfectly answering the bill ; apparently with a view to make up for the insufficiency of his answer, he says, 'he made a contract with them as stated in his answer to the petition of the complainant ; to which he refers, and which answer he prays may be taken as a part of this his answer to the bill of complaint. A reference to the same will render it unnecessary for this defendant to give a particular answer to the charge in the bill.'

It is presumed, that this defendant meant by this to refer to and invoke as a part of his answer to the bill, the answer which he had, or rather intended to have given to the petition, praying for an attachment against him. But, on referring to the answer which he actually made to that petition, it appears, that it was not sworn to until the 28th day of the same month ; nor filed until the 3d day of August following. It is therefore evident, that, although this mode of making an answer sufficient, by referring to, and adopting an answer of a co-defendant, or by splicing on to it another answer belonging to a different subject, may be tolerated to a certain extent ; (u) yet here, the dates of the affidavits and filing of the papers demonstrate, that it has not, in fact, been done. And, consequently, this answer of *McCord*, taken without the aid of the matter invoked, affords to him and his co-defendants not the slightest ground for dissolving this injunction.

Having thus reviewed the pleadings, I shall now gather up the facts, as stated in them, and their respective exhibits ; and inquire, whether they present any equity which merits a more decent garb, or which ought to be allowed to come again before the court in an orderly manner. And overlooking the errors of the pleadings, I shall, in speaking of the parties, consider *Amos Binney* as the plaintiff, and *The Chesapeake and Ohio Canal Company* as the defendant.

In the bill, and its exhibits, it is alleged, that *Amos Binney* is seized in his own right, and as trustee for others, of certain lands situated adjoining to the little falls of the Potomac river, partly in Maryland, and partly in the District of Columbia, beginning at the

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(u) *Anonymous*, 1 P. Will. 300 ; *Whitworth v. Davis*, 1 Ves. and B, 549 ; *Jones v. Magill*, 1 Bland, 198 ; *Lingan v. Henderson*, 1 Bland, 267.