nent or scandalous; and if, upon reference to a master, it is reported not to be so, the injunction is dissolved; but if otherwise, the impertinence may be expunged, and the plaintiff may then shew exceptions for cause; or he may shew cause upon the merits. *Eden Inj.* 71, 73. If he shews cause upon the exceptions, and cannot maintain them, there is no cause shewn, and the injunction is gone; *Bishton* v. *Birch*, 2 *Ves. & Bea.* 42; *Lacy* v. *Hornby*, 2 *Ves. & Bea.* 292; and, on shewing cause upon the merits, if the answer denies all the circumstances upon which the equity is founded, the universal practice is to give credit to the answer, and the injunction is dissolved upon the credit given to the answer for that purpose. *Eden Inj.* 80. If a plea is ordered to stand for an answer, with liberty to except, the defendant may move to dissolve, in like manner as on the coming in of an answer. *Eden Inj.* 70. But, if his demurrer or plea is allowed, he may move to dissolve absolutely in the first instance; *Mason* v. *Murray*, 2 *Dick.* 536; *Hurst* v. *Thomas*, 2 *Anst.* 585; or the better opinion seems to be, that upon the allowance of the demurrer or plea, the injunction is gone at once without any motion to dissolve. *Travers* v. *Stafford*, 2 *Ves.* 20. From which it appears, that, according to the English course of proceeding, on a motion to dissolve, a demurrer or plea allowed, and an unexceptionable answer, denying the equity of the bill, stand upon the same footing; and that the whole answer, as well that which is responsive to the bill, as that in which new matter is advanced in avoidance, is taken for true, credit is then given to it for every fact it asserts, and it is taken to be in all respects correct and sufficient.

Hence the intimate connection, according to the English practice, between exceptions to the answer, and a motion to dissolve; the fate of the one almost always involving that of the other. And hence, too, the propriety of the expressions, so often found in the English books, that if the answer contains a sufficient defence to the case stated in the bill, the injunction will be dissolved; *Eden Inj.* 86; and of shewing cause on the merits, or equity of the case confessed in the answer; *Eden Inj.* 78; and that the defendant has answered and *denied the whole equity of the bill. *Forum Rom.* 196; 2 *Harri. Prac. Cha.* 263. These phrases are **161** sufficiently explicit in reference to the English practice, according to which, as to points of fact, an answer like a plea has then credit throughout for all it avers; and no distinction is then made between matters responsive and in avoidance. But in reference to a practice which recognizes the distinctions that have just been drawn between the case stated in the bill upon which the injunction rests; the case made by the bill as a ground for the relief prayed; and the case presented by the answer including both matter responsive and in avoidance, they are exceedingly ambiguous.