

**404** \* On a proper bill to account, after a decree to account, both parties are considered as actors, and therefore, according as the balance may be shewn, there may be a decree in favor of the defendant, or in favor of the plaintiff. *Done's Case*, 1 P. Will. 263; *Anonymous*, 3 Atk. 691; *Horwood v. Schmedes*, 12 Ves. 316; *Bodkin v. Clancy*, 1 Ball & Bea. 217; *Davis v. Walsh*, 2 H. & J. 329; 1825, ch. 158. But it is not essentially necessary, in other cases, that the decree should directly respond to the special prayer of the bill, by merely denying relief upon the case; or by granting it to the plaintiff, either conditionally or partially, or entirely as prayed. The matter in controversy being fully developed, a decree may, in several instances, be framed to meet the case disclosed, altogether apart from the relief which the plaintiff asks for himself. *Johnson v. Johnson*, 1 Mun. 554, note. As where a bill is filed against two or more defendants, and it appears that some of them are answerable only in the second degree, that is, as agents of a principal; in such case the principal will be first charged, and the agents only in the second degree, or upon the default of the principal; *The Charitable Corporation v. Sutton*, 9 Mod. 356; 2 Atk. 406; and so too, where it appears that one is principal, and the others are sureties, the Court will, if called on when about to give the plaintiff the relief he seeks, go on to decree over as against the one who is principal, that in case the decree in favor of the plaintiff is satisfied by the sureties, they shall be reimbursed by their principal. *Walker v. Preswick*, 2 Ves. 622; *Taylor v. Ficklin*, 5 Mun. 25; *McNiel v. Baird*, 6 Mun. 316. And where there are two or more defendants, a decree may be passed as between any two of them, when a case is made out between them by evidence arising from the pleadings and proofs between the plaintiff and defendants. *Chamley v. Dunsany*, 2 Scho. & Lefr. 709, 718; *Conry v. Caulfield*, 2 Ball & Bea. 255. And also where, on a bill for a specific performance, the defendant proves an agreement different from that insisted on by the plaintiff, he may have a decree upon his answer submitting to perform the agreement; and this without a cross-bill, which was formerly deemed necessary. *Fife v. Clayton*, 13 Ves. 546; *Higginson v. Clowes*, 15 Ves. 525. And it has been the practice of this Court in similar cases, without a cross-bill, to decree as well in favor of the defendant, as of the plaintiff, where it appeared from the nature of the agreement or transaction between them, that each was bound to pay money or to perform some act for the benefit of the other. *Dorsey v. Campbell*, ante, 356. And even a direct decree in favor of the plaintiff may, in its consequences, \* operate as a decree binding his interests in like manner as if it had been passed directly against him. For it is now established, that if a bill filed by a mortgagor for redemption, is dismissed, the money not being paid at the time specified in the decree for redemption, that operates as