

if he fails to do so, the Court can grant no relief, but must order the bill to be dismissed. (*f*)

There is a variety of cases at common law as well as in equity, in which a plaintiff may obtain relief against some one or more of the defendants, although he may totally fail against all the others; but where one of two or more defendants makes a defence which so effectually goes to the whole as to show, that the plaintiff had no cause of suit, nor any foundation for a legal complaint, he can have no relief even against the defendant as to whom the bill had been taken *pro confesso*. (*g*)

In general, the answer of one defendant cannot be evidence against another; the exceptions to this rule.

In what cases a complainant or co-defendant may be examined as a witness in the case.

The answer of the wife obligatory upon her. (*h*)

The policy of the Statute of Limitations, its nature, in what way, and how far applied in equity. (*i*)

Where the Statute of Limitations is relied upon by one in bar of a contract by which he, with others, is charged to have been bound, it cannot be taken out of the statute by any acknowledgment which would not be equivalent to a renewal of such contract by all. (*k*)

More precision is required in a plea than in a bill.

A plea of the Act of Limitations of three years is not applicable to an equitable lien, which can only be barred by a lapse of twenty years. (*l*)

L. in May, 1807, conveyed certain land to H. in fee by a deed which acknowledged the receipt of \$5 as the consideration. Afterwards H. gave to L. a paper in which he acknowledged the receipt of the land, "which is to be accounted for by me, H." There was evidence that H. admitted, in his life-time, the purchase of the land, for which he was to pay \$13½ per acre, and that the purchase money was never paid. H. remained in possession during his life-time, and dying intestate the land descended to his heirs. The representatives of L., after his death, filed the bill in this case presenting the alternative of a conveyance in trust, or an absolute sale with an incidental equitable lien. *Held*, that the plaintiffs had established their claim, that the matters pleaded in avoidance by one of the defendants were not proved; that the Statute of Limitations of three years pleaded by another defendant was not applicable; and that, upon

(*f*) See *Estep v. Watkins*, *post*, 489; *Salmon v. Clagett*, 3 Bland, 134.

(*g*) The reliance of one defendant in his answer or plea upon the Statute of Limitations will not enure to the benefit of another defendant who has not so relied. *Simms v. Lloyd*, 58 Md. 480.

(*h*) Cited in *Kerchner v. Kempton*, 47 Md. 590, where it was held that as a general rule, when husband and wife are sued jointly in equity, the wife answers with her husband, although under special circumstances she may put in a separate answer, but she is presumed to be so far under the dominion of her husband that she is not bound by her answer made jointly with him.

(*i*) See *Hepburn's Case*, 3 Bland, 110; *Chew v. Farmers Bank*, 2 Md. Ch. 231.

(*k*) But see *McCormick v. Gibson*, 3 G. & J. 12; *Dixon v. Dixon*, 1 Md. Ch. 271; *Semmes v. Lloyd*, 58 Md. 480.

(*l*) Affirmed in *Railroad v. Trimble*, 51 Md. 110; *Moreton v. Harrison*, *post*, 500; *Clarke v. Southwick*, 1 Curtis, (C. C.) 304.