judgment, that no judgment nor writ of enquiry of damages could be against him, against whom the judgment was by default; because, although in trespass, one may be guilty and the other not; yet in covenant, debt or other contract where it is joint, the one cannot be convicted without the other; and here by the verdict for one of the defendants, that the covenant was performed, it appeared, that the plaintiff had not any cause of action; and therefore should not have judgment; and so should it be, although the defendant against whom the judgment was by default had confessed the judgment. It was also resolved, that the defendant should have costs on the verdict against the plaintiff, for now it was a verdict against him, and that he should have neither costs nor damages against the other. *Porter* v. *Harris*, 1 *Levintz*, 63; *Morgan* v. *Edwards*, 6 *Taunt.* 394; *Wearer* v. *Prentice*, 1 *Esp. N. P. C.* 369.

In an action of trespass brought by Biggs against Benger & Greenfield for entering his close and taking away his goods and chattels, judgment was given against Benger by default; but Greenfield as to the force and arms pleaded not guilty, upon which issue was joined; and as to the entry and taking away of the goods he pleaded, that Benger had leased to the plaintiff the close therein mentioned for a certain rent, which being in arrear, he, the defendant Greenfield, took the goods as a distress, and thereupon the plaintiff requested and gave him license to sell the goods, and to pay the money arising thereby to the defendant Benger in satisfaction of his rent, which was done accordingly. Upon which issue was also joined; and a jury having been sworn to try the issues and assess damages against Benger, they found a verdict on the issues for the defendant Greenfield, and assessed damages against Benger. Upon a motion in arrest of judgment against Benger it was held, that this case of a license cannot be distinguished from a gift of goods, or a release which destroys the cause of action as to all the defendants; and therefore the judgment was arrested as to both. *Biggs* v. *Benger*, 2 *Ld. Raymd.* 1372; 8 *Mod.* 217.

260 * Upon this general rule, that the shewing in any way whatever, that the alleged cause of action never existed, or that it had been extinguished, furnishes a complete answer to all claim to relief, it has been settled, that if an obligee, by his will, makes one of the obligors his executor, and dies, the action at law is thereby discharged as against all; because there being at law but one duty, extending to all the obligors, the discharge, or suspension of the action as to one, extinguishes it as to all. *Cheetham* v. *Ward*, 1 *Bos. & Pul.* 630; 2 *Will. Ex'rs*, 812. And although in equity, and by the Act of Assembly, the debt due from such executor is to be considered as assets in his hands, yet the principles of law have not been altered in any other respect