

to contribute in proportion. Neither can it be material, so as to excuse the other defendants, that one of the executors of the *feme covert* has admitted assets; for he might admit assets, and yet have none, nor any estate of his own. And it would not be reasonable, that this should prevent the plaintiff, the creditor, from prosecuting the other executor, or the husband, who may have possessed themselves of part of the separate estate, and ought to be responsible. For which reason, let all the executors account for what they respectively have in their hands of the *feme covert's* personal estate, or the produce thereof, and let the same be liable in the order aforesaid, reserving costs. *Norton v. Turcill*, 2 P. Will. 144.

From this case two points, in relation to the matter under consideration, seem to have been treated as settled: first, that a plea of, or a reliance in answer upon the Statute of Limitations by one defendant alone, if sustained, would be a sufficient bar of the whole, although the claim should be admitted by all the other defendants; and secondly, that the confession of assets by one executor, without actual satisfaction, is no bar to a recovery against *the other executor; because until the entire cause of suit has been barred or satisfied, each executor is liable for the **263** whole, so far as he may have assets. And so upon a bill of revivor against several, although but one of the defendants by his answer insisted, that he had no title to revive: it was held, that the plaintiff must at the hearing shew, that he had a good title to revive, or he could take nothing by his suit. *Harris v. Pollard*, 3 P. Will. 358.

A bill was filed in the Court of Chancery of New York, by Morris and Mowatt, as assignees of Sands, a bankrupt, against Clason and Stanly. From which case, among a variety of other circumstances, it appears, that the defendants had been partners in trade, and as such had obtained a judgment at law against Sands, and had also obtained a right to another judgment against him by assignment. After which Sands became a bankrupt; and some time before the institution of this suit, the partnership between the defendants had been dissolved. The bill prayed a discovery of what was due to the defendants, or from Clason to Sands, &c.; that satisfaction might be entered up on the judgments; and that an injunction issue to restrain the defendants from proceeding by execution, &c. The defendant Clason put in his answer relying on a variety of facts and circumstances in his defence, &c. Stanly, residing out of the State, the bill, as against him, was taken *pro confesso*, for want of appearance, after a regular advertisement to come in and answer. Testimony having been taken, and the case heard, it was decreed, that the two judgments were to be deemed fully satisfied, and to be so entered accordingly. From this decree Clason appealed, and the Chancellor, in assigning the reasons for