his decree to the Appellate Court, says, speaking of the circumstance of Clason only having answered and made defence in the Court of Chancery, that "There was evidence, that the co-partnership between Clason and Stanly was long since dissolved; and the bill having been taken *pro confesso* against Stanly, which entitled the plaintiffs to a decree against him, and the proceedings against the defendant Clason concluding to the same point, it was useless to trace what might have been the effect of a different state of things."

The Judge, with whose opinion a majority of the members of the Appellate Court concurred, among other things, says, in relation to the matter under consideration in this case—"The first question *which I have chosen to consider, is, as to the **264** effect of the bill's being taken *pro confesso* against Stanly circumstanced as this case is: If Stanly was the sole defendant, or had distinct rights, I agree that his default in appearing and answering would have been an admission of the facts charged in the bill. In *Davis* v. *Davis*, 2 *Atk.* 21, Lord Hardwicke says, with great propriety, that the taking a bill *pro confesso*, in equity, is analogous to the taking the declaration for true, where the plea or answer of the defendant is insufficient. He was there, however, speaking of a sole defendant; and I believe, not a case can be found in which it is insinuated, that where there are two defendants having a joint interest, and one appears and answers, and disproves the plaintiff's case, that the plaintiff can have a decree against the other who had made default, and against whom the bill was taken *pro confesso*. It would be unreasonable to hold, that because one of the defendants had made default, the plaintiff should have a decree, even against him, when the Court is satisfied, from the proofs offered by the other, that in fact the plaintiff is not entitled to a decree. Though I have not met with cases in equity to the point, yet pursuing the analogy between proceedings at law and in equity, we are not without very clear authority; for it is a well settled principle of law, that in actions upon contracts, the plea of one defendant enures to the benefits of all; for the contract being entire, the plaintiff must succeed upon it against all or none; and therefore, if the plaintiff fails at the trial upon the plea of one defendant, he cannot have judgment against those who let judgment go by default. It would require the most binding authorities to induce me to yield my assent to such a proposition as that set up by the respondent's counsel; and, indeed, the result would be extraordinary, for if one defendant entitled himself to a decree, where the interest is joint and inseparable, a decree must be made in his favor as to a moiety of the matter in issue, and against the other who made default for the other moiety; that is, the plaintiff would get one-half of a decree, and the other de-