fendant, the other half. It cannot be so; we must consider Clason's defence as enuring to the benefit of Stanly."

The Judge, with whom the minority concurred, says in relation to this matter, "the two judgments, are, therefore, in force, and entitled to priority of satisfaction. I think, however, that the appellant ought not to be allowed more than a moiety of these judgments. For it appears from his answer, that the consideration * for the assignment of the one was paid by Clason and Stanly. And although the assignment was made to Clason **265** alone, yet he must be deemed a trustee for Stanly as to a moiety; the other judgment stands in the name of Clason and Stanly. They are, therefore, to be taken as joint owners of both judgments. And the bill having been taken *pro confesso* against Stanly, is an admission, on his part, of satisfaction so far as his interest is concerned. The answer or defence of Clason cannot enure to the benefit of Stanly. 1 *Caines' Cas. in Err.* 121. I have not met with any case in the books where a bill has been taken *pro confesso* against one only of several defendants. But in order to give the force and effect to this default, which is contemplated by the statute, the proceedings must, thereafter, be considered in the nature of separate suits, especially where the nature of the controversy is such as to admit of distinct consideration, and separate relief. Where the defence set up goes to the essence and foundation of the claim made by the bill, and that is wholly destroyed by the party appearing, there may be some difficulty in enforcing the decree against the party who has suffered the the bill to be taken *pro confesso*. But in the present case, we may consider Clason as attempting to enforce the collection of a debt due to himself, and his co-partner, when his co-partner has acknowledged satisfaction as to his claim. If Stanly is to be considered jointly interested with Clason, it was no doubt competent to him to release or acknowledge satisfaction, so far as his interest is concerned, and his default as equivalent to such acknowledgment; and his rights are to be viewed in the same light as if he had appeared and answered, and confessed the facts stated in the bill. No injustice is done to Clason; a moiety is all he shews himself entitled to. If the sole and exclusive right to the partnership debts has been transferred to him, he ought to have shewn it. This answer, it is true, states a dissolution of the partnership in 1803; and that by an agreement between him and Stanly all the property, debts, and effects of the co-partnership became vested in him solely. The dissolution of the partnership is proved, but there is no evidence of the agreement in relation to the partnership concerns."

Upon which the Chancellor's decree was, by a majority of the Court reversed in toto; but the minority proposed to reverse it