

only to the extent of Stanly's interest. *Clason v. Morris*, 10 *John. Rep.* 524.

266 *Whence it appears, that in the view which the Chancellor took of this case he had deemed it entirely useless to trace what might have been the effect, if Clason had succeeded in establishing his defence; because as he had failed to do so, and the taking of the bill *pro confesso* against Stanly concluded to the same point, it was entirely unnecessary to say how far Clason's defence, if it had been established, should enure to the benefit of Stanly, notwithstanding his default. But it is clear, that the effect of a valid defence having been made by one defendant, and the bill having been taken *pro confesso* against the other, was necessarily involved in the final judgment according to either of the views taken of the case by the Appellate Court. And from what was said by them in regard to the general principle, that where one of two or more defendants makes a defence which so effectually goes to the whole as to shew, 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*, it is perfectly manifest, that the Court were unanimous; and that the only difference of opinion among them, in this respect, was, not as to this general principle; but how far the case, then before them, could be considered as one in which the whole cause of suit had been met and repelled by the defence of Clason. The majority of the Court held, that his defence did embrace the whole, and was, therefore, a conclusive bar to any relief as well against Stanly, as against Clason. But the minority of the Court were of opinion, that Clason's defence did not properly and necessarily comprehend any thing more than his own separate claim; because he might be regarded, in that case, as attempting to enforce the payment of the whole of a debt due to himself and his partner, when his partner had, by his default, which was equivalent to a release, acknowledged satisfaction to the amount of his share of the debt; and therefore, although the defendant Clason had fully sustained his defence; yet, as his claim extended no further than to a moiety of the debt, according to the terms of the partnership between him and Stanly, and the manner in which it had been dissolved; the plaintiffs might well have the decree affirmed against Stanly alone. This then is a solemn adjudication in equity directly upon the point in question; and it is a decision which must be admitted to have great claims to respect, as well because of the sound legal reasoning by which it is sustained, **267** as because of its *harmonizing so entirely with all the established principles of law which have any bearing upon the same subject.

It appears then, that there are, at common law as well as in equity, a variety of cases in which the plaintiff, either because of