or surety, or co-surety; and then, unless he also proves, that the co-surety or principal debtor, is insolvent, directly contrary to the principles which prevail in bankruptcy, pushes the creditor partially or entirely away from that portion of his security by which the deceased's estate might have been made liable. *Ex parte Kendall*, 17 *Ves.* 519.

The doctrines of bankruptcy sustains the obligations of the creditor's contract in all its bearings; the principles of this Court strike off a large proportion of its force on the very eve of fruition, and at the moment when the means of a full or partial satisfaction are shown to be immediately at hand. It is evident, therefore, that nothing can be found to sustain these principles of this Court in any of the rules applicable to cases of bankruptcy.

It might perhaps, have been urged, that the peculiar circumstances under which the rights of a creditor, and the liabilities of his debtor are presented in a creditor's suit, calling for the administration of the real assets of such deceased debtor, render it necessary to depart from those rules so clearly applicable in a different state of things, and require the adoption of these principles of this Court, in order to do equal justice to all whose interests have been brought into conflict by the death of the debtor.

It is certain, however, that the mere act of God, as the death of the debtor, does not change the rights of the creditor; nor can they be affected by any change, from that cause, in the mental
535 *capacity of the debtor, as by his becoming a lunatic. *Owen* v. *Davies*, 1 *Ves.* 82. And it is also settled, that no alteration in the civil, political, or pecuniary condition of the debtor can authorize a Court of justice to fetter or abolish any of the creditor's remedies arising out of the personal liability of his debtor, either by confining the creditor to a particular fund; or altogether to the person of the debtor; or by compelling him to seek satisfaction of any one alone, where two or more have been made liable by the nature of the contract. *Jennings* v. *Elster*, 7 *Cond. Cha. Rep.* 115; *Wilkinson* v. *Henderson*, 7 *Cond. Cha. Rep.* 173.

As where, in England, the debtor had been attainted of felony, whereby all his property had become forfeited; or where he had become a bankrupt, without a certificate, and had his whole estate put into the hands of his assignees; or where by a special Act of the Legislature all his estate had been vested in trustees for particular purposes; or where the estate of a British subject had, by an Act of Assembly of one of the States of our Union, been confiscated; such circumstances were not allowed, in any manner, to impair the obligation of the contract, to diminish the rights of the creditor, or to lessen the liability of the debtor, even although it should clearly appear, that the surety could not have the security assigned to him; or that it would be impossible for him to take