debted to the same firm, on an open account, No. 42; and further, that he had given his single bill, No. 40, for the payment of a sum of money to David Ridgely & Co.; and was indebted to them by an open account, No. 41; and that all four of these claims have been assigned by the surviving partner of those firms, to the present claimant, George Wells. It also appears, that the same firms had become liable to the deceased as the endorser of certain promissory notes, the holders of which, now claim satisfaction from his estate.

It is perfectly clear, that if those firms of Warfield & Ridgely, and David Ridgely & Co., had themselves, claimed payment of the the four debts they assigned to Wells, that the deceased in his life-time, might have set off, or had a discount in bar of so much as he had been compelled to pay as endorser for those firms. And this same right of the deceased, now subsists for the benefit of his representatives; unless it can be shewn that the assignee of those debts, stands in a better situation than those firms under whom he claims. But it is a well established general rule of this Court, that the assignee of a *chose in action*, except negotiable paper, such as a note or bill of exchange not then due, takes it subject to all the equity it was liable to, in the hands of the obligee or original creditor, whether the assignee had notice at the time, of such equity or not. Length of time and circumstances, may however, vary the rule and strengthen the claims of the assignee. *Coles* v. *Jones*, 2 *Vern.* 692; *Hill* v. *Caillovel*, 1 *Ves.* 122; *Priddy* v. *Rose*, 3 *Meriv.* 86. But in this instance, there is no single circumstance which can give this assignee any claim to a modification of the rule in his favor. It must, therefore be applied to this case as fully as suggested by the auditor; and if it shall appear, that his claims are more than covered by the endorsements for which the deceased's estate is liable, they must be rejected altogether; otherwise he may be allowed to come in for the balance.

*It is sufficiently obvious, upon general principles, in a creditor's suit to administer the assets of a deceased person, **543** that no debt can be allowed and paid out of such assets, which was not contracted by, or due from him, during his life-time; and it has been distinctly so settled by this Court, and by the Court of Appeals. *Carnan* v. *Turner*, 6 *H. & J.* 66. (*h*) The claim of A.

(*h*) HULSE *v.* CRADOCK.—This was a creditor's bill, filed on the 21st January, 1797, to have John Cradock's real estate sold, to pay his debts; sale decreed, &c. The sales as made and reported, were absolutely ratified and confirmed. After which, upon a receipt of a solicitor for his fee, for drawing the answers of the defendants, being presented and filed as a claim against the deceased's estate.

HANSON, C., 28th March, 1799.—This is no debt due from the deceased. It cannot even come in by way of costs, no costs being allowed for drawing answers; it must therefore be rejected.