tent to which his and Casenave's interests were likely to be affected by the continuance, or dissolution of the injunction. James Walker, therefore, could not have had any plausible pretext for asking, at this time, for any further indulgence, or to be allowed to come in and sustain the equity upon which the injunction had been granted. But Walker has been dead more than twenty years; and, during all that time, and when this decree was passed, there was, in fact, no one to whom notice could have been given by these defendants to revive, or have the injunction dissolved. A notice entered on the docket would have been nugatory and a mere waste of time. So that if it could not have been dissolved without notice of any kind, after such a lapse of time, it must have been allowed to stand, in effect, as a perpetual injunction. I am therefore of opinion, that under such circumstances the great lapse of time must of itself be deemed a sufficient ground to entitle any of the surviving parties, or the representative of a defendant, to claim and move for an immediate and total dissolution of the injunction. *Willis* v. *Yates*, 8 *Cond. Cha. Rep.* 512.

It has been urged, however, that as Casenave was originally a party with Walsh in this bill by which they jointly asked to have Smyth and Lynch, the vendors, decreed to refund the purchase money which had been paid to them, on the ground, that the consideration of the whole contract was fraudulent and had failed, his representative was therefore a necessary party, without whom there could be no valid decree or regular dissolution of the injunction.

* But, although they might be allowed to join, it was not indispensably necessary that both Walsh and Casenave **25** should have been originally made parties to this suit. The consideration of all the bonds was certainly one and indivisible, as regarded all the defendants who held and claimed payment of them; and that consideration, being joint, when put in issue, must stand or fall as regards them all. The relief, however, asked by Walsh and Casenave, was not so necessarily and indissolubly conjoined; they did not derive their title through a conveyance from several, some of whom were not parties to the suit; *Dandridge* v. *Washington*, 2 *Peters*, 376; nor did they or either of them ask the distribution of a fund in which they or either of them, with others, claimed a right to participate. *Hunt* v. *Wickliff*, 2 *Peters*, 215. Either of them, without prejudice to the other, might have waived the benefit of any substantial ground of relief in this case, of which, both might have taken advantage. If their bonds had been tainted with usury, a plea of usury sustained in favor of one would not, of itself, be a bar to a recovery against the other, who did not choose to rely on any such defence. *Selwyn's N. P.* 582. Where a party rests his right to relief or recovery against several upon the validity of a claim or con-