

them is barred by the Statute of Limitations. To all the before mentioned claims, they object, that judgments against the administrators of the deceased are no evidence in a suit instituted for the sale of the real estate; and that the original vouchers, or legal evidence of its existence, if there be any, not being exhibited within the time prescribed by law; and that the same are barred by the Statute of Limitations. These exceptants moreover insist upon the right to urge these objections as well against the claims of the complainants, as of the other claimants; because these exceptants were not made parties to the bill, and had no opportunity of contesting the same before the decree; and because, if said claims were allowed, although the original defendants to the suit may not be injured thereby, and therefore had no motive for insisting on the objections herein before stated; yet the fund for the payment of the *bona fide* claims of this exceptant would be greatly diminished, and rendered insufficient to pay what is due.

The plaintiffs, by their petition, stated, that among others of the creditors of the deceased, the Bank of the United States had filed sundry claims for moneys due to it at its office of discount and deposit at Washington in the District of Columbia; and alleged, that one or more of the said claims are secured by a conveyance of a part, or the whole of said real estate, made by the deceased to a certain Richard Smith, cashier of said Bank, in trust for its use, and they submit, that the said lien shall be respected in all the proceedings in this case. That the Bank, by filing its claim, has become a party to this case; but, as the trustee Richard Smith * is no party to this case, there may be some doubt, whether the trustees under the decree of the 4th of May, 1830, can **495** convey good titles to the purchasers from them. Whereupon the plaintiffs prayed, that the Bank might be required to procure its trustee Smith, to convey the real estate so held in trust by him, to the trustees appointed by the decree in this case, in order that they might convey good legal titles to the purchasers, &c.

BLAND, C., 3d March, 1831.—It is a well settled principle, in relation to creditors' bills, that where a creditor comes in after the institution of the suit, by filing the voucher of his claim or otherwise, he and all who have an interest in the claim, either as trustee, or *cestui que trust*, do thereby, to the full extent of their respective interests, as expressed by such voucher, become parties to the suit, and are bound accordingly by the decree in favor of the purchasers under it; and also as regards all others who were originally or may afterwards be considered as parties to the suit. *Mif. Plea.* 249; *Hammond v. Hammond*, 2 *Bland*, 349, 388. It is true, that in cases of this kind, where mortgagees, or other like incumbrancers, are not made parties, or do not come in, they are untouched by the decree; but if they once come in and con-