

tor, and the exceptions thereto, and the solicitors of the parties having been heard, the proceedings were read and considered.

The Court is now called on to have the assets of this deceased debtor so distributed as to produce the greatest amount of satisfaction to his several creditors; all of whose claims have been either expressly admitted, or left unopposed by his legal representatives. But some of these creditors, by relying on the Statute of Limitations and other exceptions against their rival and co-creditors, have endeavored to protect their own satisfaction from being lessened, by an application of any part of the assets to the discharge of the * claims to which they have thus objected.

498 Some others of these creditors have obtained absolute judgments against the administrators of the deceased debtor, which, it is insisted, should be treated as a complete exoneration of his real estate; others of them have specific liens on the property from which the proceeds now to be distributed have been raised; and one of them holds a lien, as a security for its debt, on land lying beyond the jurisdiction of this Court; thus altogether presenting a complexity of conflicting interests and equities of unusual occurrence.

According to the mode of proceeding under a creditor's bill, each creditor is allowed to come in without any other formality than the mere filing of the voucher of his claim; and to be thenceforward considered as a party to the suit. *Hammond v. Hammond*, 2 *Bland*, 365. If the Statute of Limitations, as in this instance, be relied on, in general terms, as against any claims, that period of limitation must be understood as having been intended to be insisted on, which is properly applicable to the nature of the claim; as where it is founded on a mortgage of the realty twenty years, if on a judgment or specialty twelve years, and if on a simple contract three years must be considered as the bar relied on. If the Statute of Limitations be relied on generally by a creditor against the claim of a co-creditor, it can be allowed to prevail only in so far as it is applicable to the representative holding the real or personal estate of the deceased who it is proposed to charge in respect of such assets; as where the claim was merely a simple contract debt due from the deceased, upon which a judgment had been recovered against, or a promise of payment made by the executor or administrator, the claim could not be barred as such against the executor or administrator; because of such judgment or promise; but as that cannot bind the heir or devisee, the claim will not be allowed against him if barred as a mere simple contract debt. The day of filing the voucher of the claim is, as to it, the date on which the suit for its recovery was instituted; and up to which the Statute of Limitations, if relied, is allowed to run. *Welsh v. Stewart*, 2 *Bland*, 41; *Serudale v. Hankinson*, 2 *Cond. Cha. Rep.* 198. All objections to claims, thus coming in