as against the personalty, by an absolute judgment against the administrator. It is, however, clear, that as all the parties to this mortgage are before the Court; and the mortgaged property is within the jurisdiction of the Court, it must be first applied, so far as it will go, in satisfaction of this claim No. 5. And that the claimant, if not thus fully satisfied, must be allowed to come in here, to the amount of the balance, for a due proportion with the other *creditors, whose claims have the same grade and
522 authenticity. *Hammond* v. *Hammond*, 2 *Bland*, 384; *Greenwood* v. *Taylor*, 4 *Cond. Chan. Rep.* 381. But as this personal property so mortgaged came to the hands of the defendant Louis Mackall as administrator *de bonis non*, he must be held accountable for it; and can only be discharged, in so far as it may appear, that it had been applied in satisfaction of the debt; and for so much as may not have been so applied, he alone must be charged.

The claims No. 14, 20, 25, 27, 28 and 37, are founded on specialties, not barred by the Statute of Limitations. Upon claims No. 14, 20 and 28, absolute judgments have been obtained against the administrator; and judgments for a proportion of the personal assets on claims No. 25, 27 and 37. The claim No. 22, the voucher of which was not filed here until the 11th of January, 1831, is founded on a note under seal, which became due on the 19th of December, 1815; and, therefore, it is clearly barred, unless it can, by some of the circumstances connected with it, be taken out of the statute.

The execution of the deed, upon which this claim No. 22, is founded, has been admitted; and there are endorsed upon it several receipts for payments, one so late as the 4th of August, 1826; which, if shewn to be truly what they purport to be, would be sufficient to take it out of the Statute of Limitations. A man cannot be permitted to make evidence for himself; and the endorsements by the obligee, such as these, are not admitted to prove the original thing in demand; but being evidence in discharge of the obligor, they are only consequentially evidence in favor of the obligee, to take the case out of the presumption arising from the lapse of time. Even to this extent, however, they are regarded as evidence of a very questionable character, when it is recollected, that the security remains in the hands of the obligee and that he may thus be under a continual temptation to fabricate such endorsements merely for the purpose of sustaining his claim for the balance. But to make such endorsements evidence for this purpose, it is necessary to shew, that they were actually made, as they bear date, within the time of limitation; for if they were made after that time, though they may be evidence of actual payments; yet they cannot be received as evidence to take the case out of the statute. *Humphreys* v. *Humphreys*, 3 *P. Will.* 397; *Glynn* v. *The Bank*, 2 *Ves.* 42; *Hillary* v. *Waller*, 12 *Ves.* 266; *Fladong* v. *Winter*,