

of the inheritance. It was held, that there could be no decree against her; but the bill was taken *pro confesso* against the husband only, and he was ordered to account for all the profits of the land received since the coverture, and the profits which should be received during the coverture, &c.(i)

Whence it appears, that in equity as at law, where the defence made by any one defendant extends only so far as to cover nothing more than the interest of him by whom it is made, the plaintiff may yet have relief if he establishes his claim against the other defendants; but that where the defence made by one defendant goes to the whole cause of complaint, and the plaintiff fails to establish his case in opposition to such defence, he cannot be relieved in any way whatever, although his claim should be confessed by the other defendants.

In a case where *Whistler* had given his note to *Jolliffe* for the payment of \$4500, in Turkey, where *Jolliffe* continued to reside some time before his return to England, *Whistler*, after the giving of this note, made his will, appointing *Pitt* his executor, and died. Some time after *Pitt* having come to England and qualified as executor, *Jolliffe* filed a bill in chancery against him, and some others, the creditors of his testator, for an account of the assets and for the recovery of this debt. The defendant *Pitt* submitted to do as the court should direct; but the defendant creditors insisted the plaintiff was bound by the statute of limitations. The Chancellor inclined to the opinion, that the statute of limitations was not to take place. The time till *Whistler's* death being answered, and the executor being beyond sea, the statute of 4 and 5 *Anne*, c. 16, s. 19, took place, which saves the right of action as well where the debtor is beyond sea as where the creditor is beyond sea. Whereupon the case was referred to the master to take an account and to allow the plaintiff's claim, &c.(j) This is all that is said by the court in relation to the bearing of the several defences; whence it is evident, that had not *Jolliffe's* claim been taken out of the statute of limitations, as relied on by only a part of the defendants, he could have had no relief, even although the executor had submitted to do as the court should direct.

A *feme covert* before her marriage, with the consent of her then intended husband, conveyed an estate to her separate use, and after her marriage she borrowed £25 upon her bond: ten years after-

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(i) *Ward v. Meath*, 2 Ca. Cha. 173.—(j) *Jolliffe v. Pitt*, 2 Vern. 694.