which I have chosen to consider, is, as to the effect of the bill's being taken *pro confesso* against *Stanly*, circumstanced as this case is. If *Stanly* was the sole defendant, or had distinct rights, I agree that his default in appearing and answering would have been an admission of the facts charged in the bill. In *Davis* v. *Davis*, 2 *Atk.* 21, Lord *Hardwicke* says, with great propriety, that the taking a bill *pro confesso*, in equity, is analogous to taking the declaration for true, where the plea or answer of the defendant is insufficient. He was there, however, speaking of a sole defendant; and, I believe, not a case can be found in which it is insinuated, that where there are two defendants having a joint interest, and one appears and answers, and disproves the plaintiff's case, that the plaintiff can have a decree against the other who had made default, and against whom the bill was taken *pro confesso*. It would be unreasonable to hold, that because one of the defendants had made default, the plaintiff should have a decree, even against him, when the court is satisfied, from the proofs offered by the other, that in fact the plaintiff is not entitled to a decree. Though I have not met with cases in equity to the point, yet pursuing the analogy between proceedings at law and in equity, we are not without very clear authority; for it is a well settled principle of law, that in actions upon contracts, the plea of one defendant enures to the benefit of all; for the contract being entire, the plaintiff must succeed upon it against all or none; and, therefore, if the plaintiff fails at the trial upon the plea of one defendant, he cannot have judgment against those who let judgment go by default. It would require the most binding authorities to induce me to yield my assent to such a proposition as that set up by the respondent's counsel; and, indeed, the result would be extraordinary, for if one defendant entitled himself to a decree, where the interest is joint and inseparable, a decree must be made in his favour as to a moiety of the matter in issue, and against the other who made default for the other moiety; that is, the plaintiff would get one half of a decree, and the other defendant, the other half. It cannot be so; we must consider *Clason's* defence as enuring to the benefit of *Stanly*."

The judge, with whom the minority concurred, says in relation to this matter, "the two judgments are, therefore, in force, and entitled to priority of satisfaction. I think, however, that the appellant ought not to be allowed more than a moiety of these judgments. For it appears from his answer, that the consideration