

the answer must, in like manner, be taken to be true in all points; because the opportunity which the defendant had of proving his answer, is thereby as effectually taken from him as if no replication had been filed. (a)

It is also an established rule, that when any one of two or more defendants makes out a defence which goes to the whole case, as regards himself, at least, the bill must be dismissed; and where a complete bar as to the whole case is thus established by any one defendant; and there can be no relief granted against any one defendant without including all of them, the bill must be dismissed totally as to all. (b)

In the manner, and upon the principles on which this case has been presented to the court, its nature and extent must be collected chiefly from the answers. It is perfectly clear, that the *President, Directors and Company of the Franklin Bank of Baltimore*, and *William F. Anderson*, had not, at any time, any connexion or concern with this case, further than as the mere supposed holders of the identical proceeds of the schooner *Beauty*, and her earnings. Considered as such, they were properly enough made parties so far as any benefit was expected to be derived from an injunction. But the injunction which was granted, having been dissolved, they are now detained here for no purpose; their answers conclusively shew, that the plaintiffs can have no relief whatever against them; and, therefore, as to them, the bill must be dismissed.

As to the other parties, it is quite evident, that it will be impracticable to reach the justice of the case without an account; indeed it is what all seek as the only means of obtaining that to which each deems himself entitled. All that has been said about the nature, value, and proceeds of the cargo of the schooner *Beauty*, must be laid aside as foreign to the matter in controversy between these parties. *McKim* and *Odom* were tenants in common of this vessel; and as such, each of them is entitled to one-half of the net proceeds of the sale which has been made of her, and also to one-half of her freight and earnings on her voyage from Baltimore until she was sold. The firm of *Law & Harrison*, and *George Law*, are entitled by their contract with the owners of

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(a) *Beam's Orders*, 29, 180; *Forum Rom.* 45; *Grosvenor v. Cartwright*, 2 Cas. Chan. 21; *Barker v. Wyld*, 1 Vern. 140; *Wrottesley v. Bendish*, 3 P. Will. 237, note; *Legard v. Sheffield*, 2 Atk. 377; *Paul v. Nixon*, 1 Bland, 201, note; *Estep v. Watkins*, 1 Bland, 438; *Wright v. Nutt*, 3 Bro. C. C. 340.—(b) *Lingan v. Henderson*, 1 Bland, 236; *Barker v. Wyld*, 1 Vern. 140.