

claims to which they have thus objected. 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. (*k*) 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. (*l*) All objections to claims, thus coming in under the decree, are received in the shape, most usually, of exceptions made, as in this instance, upon which the court looks only at the true nature and substance of the objection.

But it has been laid down, that if a creditor has obtained an ab-

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(*k*) *Hammond v. Hammond*, 2 Bland, 365.—(*l*) *Welsh v. Stewart*, 2 Bland, 41; *Serndale v. Hankinson*, 2 Cond. Cha. Rep. 198.