he does neither, it must be proved, and he shall not, on the trial, avail himself of any implied admission by the defendant; for where the defendant does not answer at all, the plaintiff cannot take his bill for confessed, without an order of court to that effect, and having it served on the defendant; and this is the only evidence of his admission. Of course, if this mode of proceeding, as to the confession of the whole bill, be correct, it must be equally correct as to any part. (*t*)

Such is the rule as to the Chancery Courts of England and Virginia. The default in not making any answer at all, and that of not answering all the allegations of the bill are precisely alike in kind, differing only in degree; hence the courts of England, and of that state have applied the same rule, in spirit and principle, to both defaults. The party is allowed to pursue the same course to have his bill, either wholly or partially taken *pro confesso*, according to the extent of the defendant's default.

In this state, no decree *nisi* is ever entered and served on a defendant who has not answered; but an absolute decree may be entered at once, so soon as he can be fixed with the default; which can be at any time after the limited period for answering has elapsed, or when he has elected to make and has actually filed his answers to the bill. The principle and reason of the English and Virginia rule, and that of Maryland, are the same in relation to a partial answer. The courts in each following the spirit of the established or legislative rule, which directs the mode of proceeding in case the defendant puts in no answer at all.

The plaintiff is entitled to an answer to each allegation of his bill, either because he cannot prove the facts, or to aid his proof, or to avoid expense. If the answer be insufficient he may except to it; which has been compared to a demurrer at law for want of form. The sole object of exceptions is to extract from the defendant a more full and perfect disclosure for the benefit of the plaintiff. They are never meant, nor intended, nor are they calculated to benefit the defendant, or to put him upon his guard in any respect whatever. The plaintiff may waive his right to except; and it is always advisable to do so, where his proofs are ample and at hand; and the character or conduct of the defendant

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(*t*) Jopling v. Stuart, 4 Ves. 619; Dangerfield v. Claiborne, 2 Hen. & Mun. 17; Thompson v. Strode, 2 Hen. & Mun. 19; Coleman v. Lyne, 4 Rand. 456; Young v. Grundy, 6 Cran. 51.