December Term 1806.

Exhibit D.

Dr. Thomas Bicknell Jun. a/c. with John Worthington Exr. of Brice T. B. Worthington deceased.

Cr.

1782					
Octr. 1782	13	To amount of Endorsement on the mortgage on this day	145.	3.	3.
Mar.	1	To Interest on ditto 2 ys. 4 ms. 17 days	186.	8.	6
			331.	8.	9.
1791		Cr.			
Feby.	22	By cash p. Receipt	13.	17.	6.
1793	"	By ditto p. Wm. Wm. B. T. B. Worthington Mem.	10.	3.	9.
July	17	By Robert John Smiths bond p. Receipt	5.	3.	3.
		By Balance	272.	4.	3.
			331.	8.	9.
		To Balance p. Contra	272.	4.	3.

Thomas Bicknell & others
vs
John Worthington & others

In Chancery. March 1st. 1804

In obedience to the Decree of the Honorable the Chancellor the Auditor begs leave to report that he has stated between the parties the following accounts viz.

No A is stated agreeable to the Instruction of the Compt. filed by his counsel, charging the said Complainant with the original loan for which the mortgage was executed, and reducing the Continental money loaned agreeable to the Act of Assembly of October Session 1780 Chap. 5th. Section 10, and after giving the credits claimed by the Compl. there appears to be a balance due to the defendant of 302. 17. 9 current money including interest to this day.

No B. is stated agreeable to the Defendants Instructions filed by his Counsel, charging the Complainant with the amount of the bond Executed by him, on the 26th. of February 1791 and crediting him with such payment as appears to have been made and there appears a balance of £209. 16. 3 Current Money due to the defendant including Interest as aforesaid.

The Auditor has stated an account marked No C. in which the Complainant is charged with the sum loaned on the first of May 1778 reducing the same into specie agreeable to the Scale of depreciation, and credited the several payments viz. claimed as in No A and there appears to be a ballance due

December Term 1806.

due the Complainant having overpaid the debt £18. 9. 8 current Money including interest as aforesaid.

That he has also stated an account No D charging the Complainant with the balance indorsed on the back of the mortgage on the 13th of October 1782 and crediting such sums as appears to have been paid and heretofore admitted by the Counsel and there appears a balance of 272. 4. 3 current Money due the Defendant including Interest as aforesaid.

All which is submitted to the Honorable the Chancellor

Robert Denny. Auditor. Court of Chancery

And the parties by their Counsel filed in Court their Exceptions to the Auditors report in the Words following, to wit,

Bicknell
vs
Worthingtons Exr.

In Chancery. February Term 1804.

Exceptions to the Auditors report and to the accounts therein referred to — on the part of the defendant.

1st. The defendant excepts to the account No A. as being erroneous in the following particulars, to wit, for that the Complainant is credited for £56. 13. 4 as a deduction of 1/3 of the original Debt. when agreeable to Law the said Deduction ought not to be made also the said Complainant is credited for 13. 17. 6 by account marked No 5. when there is no legal proof to substantiate the said Credit

2nd. the Defendant excepts to the account No C. for that the whole of the same is erroneous and stated contrary to the proofs in the cause; particularly as the said account is stated as if the Debt of the Complainant due to the defendant Executor of his father was a contract made in depreciated Continental bills of credit whereas in fact it is evident from the proofs in the cause that the said debt was contracted in specie rating Spanish Dollars at seven shillings and sixpence each — and also that there is no allowance made for the moneys advanced from the date of said mortgage to the settlement made in October 1782, the further advance of money admitted by the original mortgager, to be made to him, after the date hereof.

3rd. The defendant excepts to the account No D for that since the settlement made on the 13th. day of October 1782 as endorsed on the original mortgage there has been two or more settlements made of the amount of said debt by renewing bonds for the principal and Interest included, to wit by bond given by Andrew Anderson and by the bond