given by the Complainant in lieu of the said Anderson's Bond

In all which particulars the Counsel for the defendants excepts to said report of the Auditor, and the accounts therein referred to, and prays that the same may be set aside.

Richard Ridgely for deft.

Bicknell vs Worthington } The Complainant excepts to the report of the Auditor and his accounts marked No A. No B No D for the following reasons, to wit,

Because in all of these said accounts the Auditor charged the Compt. with a greater sum than by the proofs in the cause he is liable for in this that according to the proofs in the cause the Complainant is only answerable for the mortgage money stated in the mortgage from Robinson to Worthington plead in the cause estimating the same as continental money to be reduced according to the scale of depreciation and giving credits for the different payments made whereas the Auditor in No A had only deducted one third in No B he has taken the amount of the Complainants bond without deduction, and in No D he has taken the sum mentioned on the back of the mortgage as specie without any deduction.

John Johnson.

Thomas Bicknell and others vs John Worthington & others } In Chancery February Term 1804

The Auditor of this Court having stated an account according to the principles stated in the Chancellors last order dated the 6th. instant and it appearing thence that there is nothing due from the Complainants to the defendants.

It is thereupon, this seventh day of March Eighteen hundred and four, by Alexander Contee Hanson, Chancellor and by the authority of this Court, adjudged ordered and decreed, that the Injunctions heretofore issued in the cause, be and and the same are declared to be perpetual It is further adjudged that each party pay their own costs; and that the parties be hence dismissed

A C Hanson Chan.

And the aforesaid Defendants John Worthington and others by their Attorney Richard Ridgely at February Court one thousand Eight hundred and four, prays an Appeal from the decree aforesaid rendered to the High

Court of Appeals which is granted accordingly, and the proceedings transmitted accordingly.

Maryland Set.

In Testimony that the aforegoing is a true Copy from the Records of the State of Maryland's High Court of Chancery I have hereto affixed the Great Seal of said State this seventeenth day of April one thousand Eight hundred and four.

Samuel Harvey Howard.
Reg. Cur. Can

And at the said day to wit, the said second Tuesday of June in the year aforesaid, came into the said Court of Appeals as well the said Appellants by Richard Ridgely their attorney, as the said Appellees by Philip Barton Key, Arthur Shaaff and John Johnson their attornies; and thereupon on motion of the said Appellees by their attornies aforesaid; it was ruled by the said Court, that the said Appellants assign the errors in the record of proceedings of the Decree aforesaid brought before the said Court of Appeals for correcting the errors supposed to be therein, or Judgment by the said Court would be entered against them in default thereof; Whereupon the said Appellants by their attornies aforesaid prayed that a day might might be given them for the assignment of errors of and upon the Record of proceedings aforesaid until the second Monday in November then next and to them it was granted; the same day was given to the said Appellees also.

At which said second Monday in November being the twelfth day of the said Month in the year of our Lord one thousand eight hundred and four, which said day was given to the said Appellants for the assignment of errors of and upon the premises, came again into the said Court of Appeals the parties aforesaid by the attornies aforesaid and the said appellants by their said attornies, said, that in the Record of proceedings aforesaid as also in rendering the Decree aforesaid it was manifestly erred in this; that is to say, That by the Record aforesaid it appeared that the Decree aforesaid in form aforesaid given was given for the said Appellees against them the said Appellants when by the Law of the Land and in Equity and good conscience that Decree ought to have been given for them the said Appellants against the said Appellees therefore