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6th He answers. he does. their value not less than $2000. Erected about the years 1804 or 1805
7th He answers from $40 to $45 per annum.
8th He answers about the year 1802.

Zachariah Maltingly sworn.

To 1st Int. He answers. he does.
2d. He answers, he does not know of his own knowledge; has understood it contained 60 acres his impressions are that it does not contain so much.
3d He does not know.
4th He knows nothing about it.
5th He answers from 35 to 40 Dollars.
6th He does. Improvements at the time erected worth $2500. Erected about 1804 or 1805
7th He answers from 35 to 40 Dollars.
8th He answers he does not know.

The following question propounded to Witness by Complainants
What was the amount of your Bill for Improvements.
He answers. that he has no recollection

James Russell sworn

1st Int. He answers. he does.
2d — He does not know.
3d — He answers. Major Walker took possession 1802.
4th — He answers. that he knew persons to live on the land. but whether under rent or not. does not know Easton lived on it in 1791
5th He answers from 25 to 30 Dollars.
6th — He answers he does. The Improvements were erected by Major Walker about the years 1804 or 1805 is no judge of their value but thinks them worth $2000.
7th — He answers $15 per annum.
8th — He answers. that he thinks in the year 1802

Ignatius Hayden, sworn.

To 1st Int. He answers. he does.
2d — He answers he has heard it contained 60 acres
3d — He does not know.
4th — He does not know.
5th — He does not know. 6th He does not know.
7th — He answers. that he thinks it would rent for $100. per annum.
8th — He does not know. The Defendants put the following question to the Witness.
Have you been on the Land, or in the house since the year 1815.
He answers. he has not.

Peter Drury sworn

To 1st Int He answers he does. 2d he answers he does not.
3d He answers. that about the year 1796 he understood Major Walker had rented the land to a tenant.
4th He answers he does not know how long it was rented, nor does he know the annual value.
5th He answers $80. 6th He answers that he knows of improvements but at what time erected, or their value, he does not know. 7th He answers $80. 8th He does not know.

William. Biscoe. sworn

1st Int. Answers, he does. 2d he does not know. 3d he answers he knew it rented by Major Walker as early as the years 1796, 1797 or 1798. 4th he answers he does not know how long it rented, nor does he know the annual value, he knows it was poor and very much out of repair.
5th. He answers he does not know 6th. He answers that he knows of improvements he thinks the value to be about $2000. he does not know particularly by the time erected. he thinks he began improving about the year 1800.
7th. He answers. he thinks about $50.
8th. He does not know

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and with the said reports was also filed the following to wit

Nicholas Barberry Andrew Ochiltree & wife vs Mary Millard & others the heirs and representatives of Bennet Walker dec'd.	In Chancery. August Term 1819 A statement of the profits of a Tract of land called Yielding Berry from the 26th July 1815 (being the day of the date of the deed from Arthur Thompson & wife to the complainants in this cause) to the 10th day of March 1819 the day on which the Interlocutory Decree was passed 1815 July 27 Profits of a Tract of Land called Yielding Berry from date to 10 March 1819 at 50 dollars per annum. } Dolls. Cts. 150. 69

I James Forest Reg'r of Wills for Saint Mary's County do hereby certify that the personal estate of Bennet Walker deceased has not been finally settled and that as far as I can ascertain from accounts which have been passed against said estate, the Adm'r De Bonis non has not sufficient assets in his hands to satisfy the claims of creditors

(seal) In Testimony whereof I have hereto set my name and affixed my official seal this 3d August 1819.

Ja's Forest Reg'r of Wills

And the said Nicholas Barberry, Andrew Ochiltree and Rose Ann Ochiltree his wife by their solicitors aforesaid file in Court here their exceptions to the Auditors report aforesaid and which are in the words following to wit.

Nicholas Barberry Andrew Ochiltree Rose Ann his wife vs Mary Millard & others heirs & representatives of Bennet Walker deceased	In Chancery The complainants by their counsel demur and object to the report in this case filed by the Auditor and aver that the same is inconsistent with itself & in bression of equity and unjust to the said complainants and how to the Court shews and avers the following causes of objection and prays that the same to be entertained by your Honors 1st. In the said report it is alledged that Improvements to the value of $2250 was made in 1805 by Bennet Walker, which go to enhance the value of said Land, but the annual value thereof is reported to be the same as it was before that period which is unjust

F.D. Stone. H. Ashton for compl'ts

And the said cause so standing was continued from Term to Term of the said Court until March Term 1820 when the Court there passed the following Decree annulling the Auditors Report aforesaid to wit

Nicholas Barberry & others vs Mary Millard & others the heirs and representatives of Bennet Walker deceased	The report of the Auditor and the exceptions to the same together with the arguments of the counsel on each side were duly considered and it appearing to the Court that the report as made does not correspond with the Decree passed. It is therefore adjudged that the report be and it is hereby set aside and annulled. By the report it appears that as early as the first of January 1805. Improvements were made on the land to the amount of $2250. The Decree directed that the Defendants should be charged with the rents when rents were received and the annual value since the time the Defendants or those they claim under, were in the possession, and give them credit for all improvements that enhanced the value with interest on the rents or annual value, and on the Improvements. In the account as reported as reported by the Auditor in the year 1798 the complainants are charged with the annual value of the land at $12.50/100 which sum purports to be the annual value to the present time. The Auditor by the Decree was directed to charge the complainants with (Improvements made that enhanced the value of the property) the improvements made did not enhance the value of the property for any beneficial purpose unless they increased its annual value but the complainants are charged with those improvements without being credited with the improved value and the interest on those improvements against this charge the complainants except, and the question is whether the exception is sustainable. The Auditor is directed to report from the evidence an account charging the Defendants with the rent when rent was paid, and with the value annually of the property while possessed by the Defendants or those they claim under, as that value was increased by improvements and give interest on the rents the improved value and on the improvements, he will state another account charging the defendants with the rents and value as before directed without paying any regard to the exceptions