

coverable. The auditor, in a creditor's suit, always makes a statement of the claims of the creditors, allowing interest to each, if entitled to it; and, the aggregate thus shewn, is considered as the liquidated debt then due to each; and an order confirming such a statement, is a judgment of the Court in favor of each creditor, which, like a judgment at law, converts the interest into principal. Interest is, therefore, to be computed from that time forward upon the aggregate amount. *Bacon v. Clerk*, 1 P. Will. 480; *Brown v. Barkham*, 1 P. Will. 653; *Bickham v. Cross*, 2 Ves. 471; *Lloyd v. Williams*, 2 Atk. 111; *The Drapers' Company v. Davis*, 2 Atk. 211; *Wainwright v. Healy*, 2 Dick. 444; *Creuze v. Lowth*, 4 Bro. C. C. 157, 318; *Creuze v. Hunter*, 2 Ves. Jun. 165; *Bell v. Free*, 1 Swan. 90; *Guant v. Taylor*, 9 Cond. Cha. Rep. 47; *Lamott v. Sterett*, 1 H. & J. 47. So that it may be regarded as a general rule, here as in England, that where a debt is liquidated by an auditor's statement confirmed, the whole carries interest from the date to which such confirmation relates; and so *toties quoties*, as any new statement may be made. *Kelly v. Lord Bellow*, 1 Bro. P. C. 202; *Bradshaw v. Astley*, 1 Bro. P. C. 565; *Lloyd v. Baldwin*, 1 Dick. 139; *Bedford v. Coke*, 1 Dick. 178; *Pottenger v. Steuart*, 3 H. & J. 356; *Sloss v. McIlvane*, ante, 72; *Craig v. Baker*, ante, 238; *Tyson v. Hollingsworth*, ante, 333; *Norwood v. Norwood*, 9 June, 1800, post. (x) And if the

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(x) *ATKINSON v. HALL*.—This bill was filed on the 12th day of May, 1750, by George Atkinson, surviving executor of Christopher Grindall, deceased, against John Hall. The bill stated, that the defendant being indebted to Grindall in the sum of £263 0s. 4d. sterling, on the 15th of August, 1746, to secure the payment thereof with interest, on the first of June then next, mortgaged to him certain tracts of land therein described; that the day of payment had elapsed, and that no part of the debt had been paid. Whereupon it was prayed, that the defendant might be decreed to pay the debt and interest due, and to grow due with costs, by a short day to be appointed by the Court; or else be absolutely foreclosed from all manner of equity and redemption of the mortgaged premises; and that the plaintiff might have such other relief in the premises, as was usual in cases of this nature.

The defendant put in his answer, in which he admitted the execution of the mortgage; but alleged, that the lands were of much greater value than the debt and interest; that the mortgagee Grindall, in his life-time, committed great waste on the mortgaged premises, by cutting billets and handspikes, and destroying a warehouse of considerable value; and that the land was rented to several tenants, who were warned by the agent of Grindall, not to pay their rents to this defendant. And this defendant further alleged, that after being allowed for the waste committed and for the rents and profits, he was ready to submit to a decree, to bring the residue into Court, &c.

To this answer the plaintiff put in a general replication; and a commission was issued to take testimony; which having been returned without any depositions being taken, it was afterwards ordered, by consent, that a commission be issued to audit accounts, relating to the matter in dispute between the parties. Whereupon commissioners being named and struck, a commission in the usual form, (1 *Bland*, 124, 465,) issued accordingly to James Maccub-