

exclusively of the value of the labour of the negroes awarded to the complainant in the first suit, from the time to which the credit in that suit was carried, to the date of their delivery; and he accordingly stated the account A, making due from the defendant to the complainant, \$879 60, with interest on \$831 32, part thereof from the 19th of December, 1816, until paid.

Then supposing it might be desirable to the court, to have the defendant allowed, in such account, all credits he might appear to be entitled to, and charged further with what might appear to be properly chargeable to him for services of the said negroes *Alfred, Cuffee* and *Eliza*; he stated another estimate of the allowance to be made for the raising of young negroes until they attained the age of seven years; from the evidence here reported, considered together with that taken under the commission in this suit; and then the account B, being a continuation of the account reported on the 17th of June, 1820; correcting, according to the estimate so stated, the credits in that account for the maintenance of young negroes, and charging the defendant with half the value of the services of the said *Alfred, Cuffee* and *Eliza*, from the time they respectively attained the age of nine years, until the 19th of December next, the end of the year; and it makes due from the defendant to the complainant, \$669 64, with interest on \$520 75, part thereof, from the said 19th of December, 1825, until paid.

To this report the defendant excepted, 1st. Because it was not pursuant to the decree of the Court of Appeals, nor warranted by the testimony. 2d. Because so much of account B, as relates to errors in the former account of the 17th of June, 1820, is not authorized by the testimony nor by the order of the court. 3d. Because the valuation, in the latter part of account B, is not authorized by the decree of the Court of Appeals; and also, because it is made upon the evidence of one who has given contradictory testimony, and is also contradicted by other proofs. 4th. Because interest is charged. 5th. Because account A is not warranted by the testimony; and 6th. To both accounts, because credits to which the defendant is entitled, and which have never been allowed him, are not given.

The defendant, by his petition on oath, stated, that, in consequence of an agreement with the plaintiff to refer the case to arbitration, he had not caused his witnesses to attend and give evidence before the auditor. Whereupon he prayed, that the case