

court is now about to distribute. This great multitude of claims are shewn to be susceptible of being placed in several classes; and if they had been so arranged by the auditor, the subjects would have been put into better order, and the necessary investigation thus, in some respects, facilitated. The claims of the originally suing creditors should always be placed by the auditor first in his statement, as having been passed upon by the decree which directed the sale, and immediately after and in connection with all such claims as the original plaintiffs have, as in this instance, indicated in their bill, that they stand liable for as sureties. And then the rest of the claims should be grouped together in successive classes, according to their nature; as separate debts, partnership debts, joint debts, debts due by judgment, bond, note, &c. But this arrangement has seldom or ever been made, and cannot be deemed necessary, or allowed to affect the interests of the parties, however desirable it may be as a means of facilitating the inquiries of the Chancellor.

The claims of the originally suing creditors, so far as they have been distinctly set forth in their bill; either as claims in their own right, or in a representative capacity, as executors, &c. are always considered as having been finally decided upon and allowed by the decree directing a sale; since it is clear, that no such decree should be passed unless it had been shewn that there was some debt then due. And upon this ground the decree for a sale, although it may be silent as to the validity of such claims, necessarily establishes them to their whole amount, unless some one, or a part of some one of them, has been rejected altogether; or expressly reserved for further directions, in common with the claims of other creditors who may come in after the decree. (c)

This direction applies to the claim of the plaintiff *Richard Simmons*, designated as No. 87, which having been tacitly decided upon by the decree of the 7th of November, 1826, must be allowed, notwithstanding the doubt intimated by the auditor.

The plaintiffs *Owens* and *Sellman* state, that they, as endorsers of notes for the late *Thomas Tongue*, may be made to pay as such; and in that way, their claims may be largely increased. And the plaintiff *Sellman* alleges, that he is liable to a considerable amount as surety of the late *Thomas Tongue*, on a testamentary bond; so that, by such liability, there is a probability of his claim being

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(c) *Strike's case*, 1 Bland, 68; *Hammond v. Hammond*, 2 Bland, 359.