

court are of opinion, that *Benedict Edward Hall* is not entitled to an account either in right of *Amos Garrett* or *Peter Dicks*. And the injunction granted by the chancellor, on the bond from *Garrett* to *Giles* of the 12th of March 1756, having been decreed by the consent of the counsel of the defendants in the court of chancery, appearing on record, it is thereupon, this 12th day of July, in the year of our Lord 1810, by the court of appeals, and the authority thereof, adjudged, ordered and decreed, that the decree of the chancellor of the 22d of December 1797, be and the same is hereby affirmed.

It is also adjudged, ordered and decreed, that the decree of the chancellor of the 28th of November 1803, be and the same is hereby reversed, annulled and made void.

And it is farther adjudged, ordered and decreed, that the respective parties in this appeal, and in the appeal before the late court of appeals, pay their own costs by them incurred and expended in the court of chancery, in the late court of appeals, and in this court.

*Jno. Buchanan,*

*Jno. M. Gantt,*

*Rd. T. Earle.*

1810.

Norwood  
vs  
Norwood

## NORWOOD VS. NORWOOD.

JUNE.

APPEAL from *Baltimore* county court. *Assumpsit* by the appellant against the appellee, for *money laid out, expended and paid*. Plea, the general issue. At the trial the plaintiff proved that an action of ejectment had heretofore been instituted in the general court, by *Charles Carroll* and others' lessee, against the plaintiff and defendant in the present action, for two tracts of land called *Enlargement* and *Brown's Adventure*. That after the institution of that ejectment, *Carroll* and others' lessee, brought another action of ejectment in the general court also against the plaintiff and defendant, for a tract called *Yates his Forbearance*, in which last action the plaintiff there obtained a verdict and judgment, against the present plaintiff and defendant, for possession of the tract called *Yates his Forbearance*, and also for the costs expended by the plaintiff in

In an action of *assumpsit* for money laid out, expended and paid by E N for S N, being for one half of the costs recovered against them in an action of ejectment, wherein they were joint defendants and made a joint defence—Held, that E N is entitled to recover altho' S N, with a view to save costs, agreed with the plaintiff in the action of ejectment, that certain old plots, on which the lands in dispute were located, should be used in evidence at the trial, but which agreement E N, refused to accede to, and insisted that new plots should be

made out, whereby a large amount of costs was unnecessarily incurred, and altho' he would pay no part of such costs.