

The Court of Chancery of Maryland has always governed itself according to the principles of the Court of Chancery of England.

THIS suit was instituted here in January, 1811, by the plaintiffs, who were the *cestuis que trust*, under a deed of trust, against Samuel and Tench Ringgold, to obtain an account of the trust property, and the payment and delivery of the balance in their hands. And by a final decree of this Court of the 30th of September, 1824, the defendants were ordered to pay to the plaintiffs, on or before the first of December then next, the sum of fifty three thousand eight hundred and fifty-seven dollars and seventy-nine cents, with interest on thirty-nine thousand four hundred and eighty dollars and forty-six cents, part thereof, from the first of July, 1823, until paid, and costs. *Ringgold v. Ringgold*, 1 H. & G. 32.

From this decree the defendants appealed; and on the 20th of October, 1824, the plaintiffs, by their petition, stated, that the defendant Samuel had conveyed all, or nearly all, his property to trustees for the payment of his debts; and they were apprehensive, that those trustees would be offered as sureties in the appeal bond. Upon which they prayed, that they might, on the filing of an appeal bond, be allowed to shew cause against the sufficiency of any sureties that might be offered, as the amount decreed to them was very considerable; and they were willing, that the issuing of execution on the decree should be suspended until the matter could be heard.

6 * On the 3rd of November, 1824, an appeal bond, in the usual form, was filed, executed by the defendant, Samuel Ringgold, and by Samuel Ringgold, Junr., and Isaac Swearingen, as his sureties. On which bond there was a certificate, signed by William Price, a solicitor of this Court, in these words: "I believe the above bond to be good for the penalty therein mentioned, 28th October, 1824."

On the 8th of November, 1824, the plaintiffs, by their petition, objected, that the sureties in the appeal bond were wholly insufficient; that Samuel Ringgold, Junr., had no independent means to justify his suretyship; that Swearingen had but inconsiderable property, if any, in comparison with the vast amount for which he was offered as surety—his employment, for a long period, having been only that of an overseer, or manager, of the estate of the defendant Samuel; that the defendant Samuel had, some time before, conveyed to those sureties all his estate for the payment of his debts then due; and, that it was doubtful whether the property so conveyed to them, could be deemed liable to the debt decreed to be paid to the plaintiffs. To this petition was annexed an affidavit of Mary Ringgold, one of the plaintiffs, in which she stated, that those sureties were not sufficient; and, according to her infor-