a master, by whom the obligation must be authenticated, and the surety approved. In Maryland, the practice in Chancery is different, and although there are many cases, as well as those of appeals, in which a bond with approved surety is required to be given; yet there is no instance in which a bond has been, like a recognizance, required to be acknowledged or executed before the Chancellor, or any officer of the Court; and I have met with but one instance in

25 * which any evidence of the authenticity or proof of the execution of such a bond has been produced to the Chancellor.(*j*) Although in some cases certain office bonds have been required to be authenticated before some of the Judges of the Courts of common law; and to be thereupon recorded. 1716, ch. 1, s. 3; 1789, ch. 26, s. 15; 1794, ch. 54, s. 8. But in all cases in Chancery the authenticity of the obligation has been assumed, or admitted, and the approval of the Chancellor, which is so often spoken of, is confined; first, to the conformity of the instrument to the requisitions of the law, or of the order or decree, in pursuance of which it had been given; and in the next place, to the pecuniary sufficiency of the obligors. It is necessary, that the penalty of the bond should be double the whole amount recovered, or ordered to be paid, and costs; or in the amount specified by the Chancellor in those cases where it has been submitted to his discretion to fix the amount; and also, that the condition should correctly set forth the judgment, decree, or order appealed from, or the object of the bond; or that duty, the faithful performance of which is intended to be secured by it. If the bond be not correct in these particulars, it cannot operate as a supersedeas, or so as to stay the execution of the order or decree; and therefore on the fact being shown to the Chancellor the party will be permitted to proceed to obtain the benefit of his order or decree. *Johnson* v. *Goldsborough*, 1 *H. & J.* 499.

The pecuniary sufficiency of the sureties offered is, however, in this respect, a matter of the first and greatest importance. For although the terms of the obligatory instrument may be, in every particular, exactly as required; yet, if the sureties be insufficient, or insolvent; or become so before the event happens which authorizes the party to have recourse to it for the purpose of obtaining the relief which it was intended to secure to him, it is, in point of

(*j*) COX *v.* BOZMAN.—In this case, the bill having been dismissed with costs, the plaintiff prayed an appeal which was granted; and he thereupon filed an appeal bond, at the foot of which is the following certificate: "Talbot County, *scilicit*, 31st October, 1785, I certify, that the aforegoing appeal bond was executed, by the signing, sealing, and delivery of the same, by the persons thereto signing, in the presence of the subscriber, one of the Justices of the Peace for the county aforesaid, and in the presence of John Tibbel and John Daugherty the subscribing witnesses, John Bracco."—*Chan. Proc. No.* 2, *page* 250.