

payment of taxes and ground rents thereon, so far as he could collect the same from the papers in the cause. And further, that although he gave notice to the counsel of the complainants and defendants, to produce any further testimony which they might have, no additional testimony has been produced.

The plaintiffs excepted to this report, 1st. For, that the auditor hath stated the claims of Strike, one of the defendants, for materials, work, and repairs, made upon the dwelling-house inhabited by him, which were done for his accommodation, and not to benefit the property.

2d. For that the said expenses and repairs, were incurred by Strike under deeds which have been decreed by this Court to have been obtained by Strike from Rogers, in fraud of the *bona fide* creditors of the firm of Henderson & Rogers, of which Rogers was a partner, and without consideration.

3d. For that the said auditor hath not charged Strike with the difference between the prices bid by Strike at a public sale of the said property by the trustees, and the subsequent sale of the same, he having refused to comply with his purchases.

4th. That the said auditor hath reported the claims of Strike for repairs done to said property, although Strike has refused to produce the bills of the persons who did the repairs, and has relied upon the conjectures of said persons as to their probable value after a long lapse of time.

5th. These complainants further except to the claim hitherto audited in the first report in favor of the Mechanics Bank of

**66** \* Baltimore, because, the same is barred by the Statute of Limitations, the said claimants having laid by, without making any demand, until these complainants, believing themselves the sole creditors, had by their own exertions, and at their sole and great expense, succeeded in setting aside the deeds in this cause mentioned, when they have first presented their demand.

6th. For that the said report and statement is erroneous and defective in point of law and fact; wherefore the said complainants beg leave to except to the same, and pray that the report and statement may not be confirmed by this Court, but that the same may be remanded to the said auditor, or set aside and annulled.

The defendant, Strike, excepted to this report,—1st. For that the auditor hath not stated the entire claim of the said defendant Strike, and that said claim is not correctly stated from the evidence in the said cause.

2d. For that Strike claims the whole proceeds of the said sales of the said property mentioned in the said report, statement, and proceedings, in preference to all the other claimants in the said cause, and will contend that he is so entitled.