would authorize the introduction of claims of this sort into a cause, depending or about to be finally disposed of. The claim of the solicitors, Rogers and Murray, he sanctioned under all the very peculiar circumstances which belonged to it, and he considers the objections to it, stated in the foregoing petition, as coming now too late. The claim has been acquiesced in, and could not now be reconsidered without giving H. M. Murray's representatives an opportunity of being heard, which cannot now be done. The Chancellor must in all cases leave the contracts between solicitors and suitors, relative to professional services, to be settled and decided upon in like manner as all other contracts. They cannot, and ought not, to be introduced into, and blended with any pending suit. Therefore this petition must be, and is hereby dismissed with costs.

On the 4th of May, 1826, the auditor reported, that in obedience to the order of the 10th of April last, he had restated the * account between the estate of John Rogers and the trustees, **99** applying therein the proceeds of sale, to the payment of the trustees' commission and expenses; the complainants' costs in Baltimore County Court; the costs of this audit, and the fees allowed to H. W. Rogers and H. M. Murray; and the balance of the said proceeds, then remaining, to the payment of part of the complainants' claim allowed. By this account, the complainants' claim, exclusive of the allowance to their solicitors, amounts to .$8,657 81
Proceeds of sale applicable to the payment thereof.......2,750 80

Leaving a balance due the complainants of..............$5,907 01 as of the day of the trustees' sale. He has also stated an account between Strike and the estate of John Rogers, in which he has charged Strike with the full value of the rents and profits of the property conveyed to him by Rogers, rejecting entirely Strike's claim for advances in payment of taxes, ground-rents, &c. and has also charged him with interest thereon up to the day of the trustees' sale. This account makes Strike indebted in the sum of $6,559.33, with further interest on $4,967.63 from the day of sale; an amount more than sufficient to discharge the balance of the complainants' claim unprovided for by the account between the estate of John Rogers and the trustees.

To this report the defendant, Strike, excepted, 1st, for, that the auditor has rejected entirely the claim of the defendant, Strike.

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

3d. Because the auditor has charged the defendant, Strike, with the full value of the rents and profits of the property conveyed to