

itor, the case was submitted, as to all such matters as were not controverted.

BLAND, C., 15th May, 1830.—Ordered, that the report of the auditor be, and the same is hereby ratified and confirmed; and the trustee is directed to apply the proceeds accordingly. But all claims to which any objections whatever have been made, as therein mentioned, are hereby reserved until further order.

On the 18th May, 1830, the claimant, James Deale, excepted to this report; first, because it did not appear from any part of the proceedings, that Beale M. Worthington was surety for William Warfield; and if Worthington was a surety, it was not necessary to prove the insolvency of Warfield; and second, because the affidavits of Duvall and Welch, afford sufficient evidence of such insolvency. And on the 20th of May, 1830, the Farmers Bank of Maryland, a creditor, also excepted to this report; first, because there was no evidence that Beale M. Worthington, was surety on the notes which are the foundations of said claims; and did not receive a valuable consideration thereof; and second, because if he was, the proof was sufficient of the insolvency of the other parties. And on the same day, George Wells, a creditor, in like manner excepted; first because if the objections to claims Nos. 3, 18, 19, 20, 21, 25 and 26 be valid, the estate would be released from the said endorsements; and therefore, the auditor's reasons for rejecting the exceptant's claims would cease; and second, because if the objections to Nos. 3, 18, 19, 20, &c., should be overruled, it does not appear that this claimant had notice at the time of the assignment, of said endorsements.

BLAND, C., 10th June, 1830.—This case standing for hearing, on the exceptions to the auditor's report, the solicitors, \* of the parties were fully heard, and the proceedings read and **516** considered.

The general principles, referred to by the auditor, as the foundation of his objections to the several claims for which the deceased became liable only as an endorser, are these: That wherever it appears, from the voucher filed by a creditor as evidence of his claim, that the deceased was in any way jointly liable with others, the creditor must shew whether or not the deceased was equally bound as a co-debtor, or as principal, or surety, or whether he was bound with others as a co-surety. If he was bound as principal debtor, then the creditor is allowed to come in for the whole amount of his claim. But if the deceased was only bound as one of two or more principal debtors, then the creditor must shew that the other principal debtors are insolvent, or he will not be allowed to come in for the proportion which such other principal debtor