

Benjamin B. Mackall, his son, gave his note, dated 25th September, *1823, for \$4,025, endorsed by Christiana Mackall, Louis **491** Mackall, Rebecca Mackall, and Christiana Mackall, these being the widow and all the heirs of Benjamin Mackall competent to sign, which was reduced to principal \$4,000, and interest thereon paid to 5th of August, 1826; on which day the note became due and has been lying under protest ever since. It is also stated, that this debt is secured by a deed of trust on three and seven-eighths acres in Georgetown, executed subsequent to that given to secure claim No. 4. This claim, No. 8, is not proved in the usual manner.

The auditor further says, that the claims No. 9, 10, 12, 13, 14, 15, 18, 19, 20, 21, 23, 24, 25, 26, and 28, are evidenced by short copies of judgments recovered against the deceased administrator, and should be allowed as against the personal estate; but they are not proved as against the real estate. Claim No. 29, is also admitted by the administrator, but is not proved as against the real estate. The proof of claim No. 11, is a short copy of a judgment, *George Biscoe and George W. Biscoe v. John P. Greenfield*, which is entered for the use of Robert W. Bowie, with the affidavit of said Bowie in usual form. It is stated that this judgment was superseded by Edmund Key and the deceased; a *scire facias* was issued and judgment recovered against the principal and his sureties. The auditor thinks a short copy of the last judgment should be produced with the affidavits of the original creditors and the assignee; and proof of the insolvency of the original debts. The insolvency of Key is established by the pleadings in this case.

The auditor further says, that the claim No. 27, is on the bond of Edmund Key and the deceased. The insolvency of Edmund Key is supposed to be established by the pleadings. The claim No. 30 is not proved. And upon the circumstances stated by the claimant himself, the auditor thinks it cannot be proved as a claim against the estate of the deceased. Edmund Key, the claimant, states, that he held a judgment against a certain William Thornton, which he assigned to Benjamin B. Mackall, administrator of the deceased, to pay certain endorsements of Benjamin Mackall for him. He afterwards agreed, that Louis Mackall, the administrator *de bonis non*, might apply the sum of \$400, part of the proceeds of the judgment, to the payment of a claim of the Bank of the United States against the deceased; and he therefore claims to be substituted in the place of the Bank, and to be considered as a preferred creditor to the amount of that payment. The plaintiff's claims **492** *No. 1, 2, and 3, which are stated to the amount of \$4,695.72 are on the joint and several obligations of the deceased and Edmund Key, who is responsible for the moiety thereof. And claim No. 6, is against the deceased as an endorser for Edmund Key, and