

which, as contended, has already been patented to Templeman and Stewart, in the tract called "Harrison." But upon a careful examination of the certificate of "Harrison," I do not find that it embraces Lot No. 1168, and, therefore, the objection being founded upon a mistake in point of fact, of course must fail.

The *caveat* of the certificate for "Amber," which includes Lot No. 1165, is not now for hearing, and, therefore, no opinion will be expressed with regard to it.

It is, thereupon, ordered that the *caveats* to the certificate for "Conway," be, and the same are hereby ruled good, and that those to the certificates for "Sacramento," and "Summit Point," be, and the same are hereby overruled, and that the costs in each case to be taxed by the Register, be paid by the party against whom the order is made.

F. A. SCHLEY and FRANK H. STOCKETT, for Condy & Markle.
WM. PRICE, for Wilson.

THOMAS ALLEIN ADM'R OF RICHARD
G. HUTTON AND OTHERS,

vs.

JOSEPH G. HUTTON AND OTHERS.

DECEMBER TERM, 1841.

[SALE OF MANUMITTED NEGROES TO PAY DEBTS.]

WHERE negro slaves are manumitted by deed or will, and the real and personal estate of the manumittor or testator are insufficient for the payment of his debts, his creditors may file a bill in equity making the manumitted slaves and all persons interested parties, and have an account taken of all the property of the deceased, and if it shall prove insufficient to pay his debts, the manumitted slaves may be decreed to be sold for that purpose, either for life or a term of years, as the circumstances or the nature of the case may require.

Richard G. Hutton, of Anne Arundel county, by a deed of manumission, executed on the 9th of November, 1819, manumitted sundry negro slaves after a term of years, to wit: "George, aged twenty-five, to be free on the 1st of January,