

appeal has been taken from the order or decree within the time limited by the act of Assembly.(x)

Where the order or decree, appealed from, simply requires the payment of a sum of money, and nothing more, the rule has been, as at law, to require an appeal bond in double the sum so directed to be paid, and costs.(y) But on an appeal from a decree to foreclose a mortgage of land; or for the sale of mortgaged land; or for the conveyance of land in specific performance of a contract, and the like, it would be unnecessary and improper to require a bond in double the amount of the mortgage debt; or in double the value of such an estate so bound; which, although subject to much injury, is yet in substance imperishable and immoveable; and therefore, in such cases, the practice has been to follow the course pursued at law, in the analogous cases of writs of error in dower and ejectment, and to require an appeal bond in such a sum as will cover the whole amount of the costs and of the mesne profits as well as damages by any waste committed pending the appeal, which the statute authorizes the party to have ascertained at law by a writ of inquiry, and to recover, in case the appellant should fail to sustain his appeal.(z) But where the plaintiff in equity seeks a

tinctly ascertaining in the said account the credits, advancements, and disbursements of the said William Hunt made and given upon the security, and the payments, satisfactions, and remittances made in the lifetime of the said Aaron Rawlings, and since his decease, in discharge of the said mortgage. And the amount of the sales of the negroes, and other personal estate of the said Aaron Rawlings made after his death by the agent of the said William Hunt, and for his use; also the annual value of the rents and profits of the said mortgaged lands during the time the said lands were in the possession of the said William Hunt, and the annual value of the rents and profits thereof from the time of the defendant's possession of the said lands to the time of taking the said account; and of the repairs and lasting improvements made thereon by the said defendant; and also the waste and destruction, and the value thereof committed by the said defendant on the said mortgaged lands during the term of his possession aforesaid.—J. ROGERS, *Chancellor*."

The defendant prayed an appeal from this decree, which was granted accordingly; and he filed an appeal bond in the penalty of fifty thousand pounds current money, with two sureties. The bond recites, that it was given in conformity to the act of 1713, ch. 4. The Court of Appeals affirmed the decree. The record then proceeds thus: "and at October court, 1785, the honorable the Judges of the High Court of Appeals returned to this court the transcript aforesaid with their proceedings on the same, to wit: and now here, &c. to the end of the judgment of the Court of Appeals, &c. Chan. Proc. No. 2, from 1784 to 1786, page 62, 113, and *Slye v. Llewellen*, ante 18, note.

But this matter has been since otherwise finally settled, *Thompson v. McKim*, 6 H. & J. 330; 1830, ch. 185, s. 1.

(x) 1785, ch. 72, s. 27; 1819, ch. 144, s. 4; 1826, ch. 200, s. 14.—(y) *Johnson v. Goldsborough*, 1 H. & J. 499.—(z) *Wharod v. Smart*, 3 Burr. 1823; *Thomas v. Goodtill*, 4 Burr. 2501.