specific performance of a contract, or the benefit of the decree can only be had by the delivery, preservation, or sale of certain moveable and perishable property, then it is clear, that the penalty of the appeal bond should be for a sum at least double the value of such property as well as the costs, and any particular sum of money which such decree may also direct to be paid. There does not appear, however, to have been any rule laid down by which the value of such property is to be ascertained, for the purpose of fixing the penalty of the appeal bond. The extent of the original jurisdiction of the Federal Courts, as well as the extent of the right of appeal from them, has been limited by act of Congress to cases where the matter in dispute exceeds the sum or *value* of a certain specified amount.(*a*) In regard to which it has been held, that where, from the nature of the action, as in detinue, replevin, ejectment, a writ of right, or admiralty proceeding *in rem* for a forfeiture, the property itself, and not a debt or damages, is the matter in dispute, the *value* may be ascertained by affidavits taken on reasonable notice to the adverse party, or his counsel;(*b*) and this it is evident, would be the proper course to pursue for the purpose of bringing before this Court the means of making a just estimate of the value of the property, in case its value should be disputed, in order to ascertain what should be the penalty of the appeal bond in appeals from orders or decrees in relation to subjects of this latter description.(*c*)

In England, bail in error is given by a recognizance acknowledged in the court below; and if the sufficiency of the bail is excepted to, the party is thus called on to justify, or put in better bail. According to the English course in Chancery, where a party is called upon to give an appeal bond, or to enter into a bond, or recognizance, for any other purpose, he is required to do so before a master, by whom the obligation must be authenticated, and the surety approved. In Maryland, the practice in Chancery is different, and although there are many cases, as well as those of appeals, in which a bond with approved surety is required to be given; yet there is no instance in which a bond has been, like a recognizance, required to be acknowledged or executed before the Chancellor, or any officer of the court; and I have met with but one instance in

(*a*) Act Cong. 24 Sept. 1789, ch. 20. s. 22.—(*b*) Williamson *v.* Kincaid, 4 Dal. 20; Courze *v.* Stead, 4 Dal. 22; The United States *v.* The Brig Union, 4 Cran. 216; Cooke *v.* Woodrow, 5 Cran. 14; Rush *v.* Parker, 5 Cran. 287; Green *v.* Liter, 8 Cran. 229.
(*c*) Some provision upon this subject has been since made by the act of 1826, ch. 200.