

of this case, it is hereby referred to the auditor, with directions to state an account accordingly, preparatory to a final decree.

In obedience to this order, the auditor, on the 16th of September, 1825, made a report, in which he stated the amount of the balance then due from the plaintiff to the defendants; to which the plaintiff filed no exceptions.

29th March, 1826.—BLAND, *Chancellor*.—This case standing ready for hearing, and having been submitted, the proceedings were read and considered.

This is a bill for a specific performance of a contract between the plaintiff and the defendants. From the agreement, as stated and admitted, it appears, that each party was bound to perform something for the benefit of the other. The plaintiff bound himself to pay to the defendants the whole amount of the purchase money; and the defendants bound themselves, on being so paid, to convey to the plaintiff the two specified parcels of land. It now appears that a part of the purchase money is still due; and that no conveyance of the legal title has been yet executed and delivered. In cases of this kind, according to the ancient course of the court, it was necessary to file a cross-bill, in order that each party might be decreed to perform that to which he had bound himself. But this circuitous and expensive course has, of late, been dispensed with in all cases where the plaintiff, by his bill, offers to perform the agreement; and it is admitted, or set out in the answer, and proved as thus set forth by the defendant. No cross-bill has for some time past been deemed necessary, either in England or in Maryland, in such cases; but a decree is passed in favour of each party for that to which he is entitled; upon the ground, that the whole matter in controversy has thus been well and sufficiently brought before the court, put in issue, and considered by such an original bill, answer and proofs. (b)

(b) *Fife v. Clayton*, 13 Ves. 546; *Higginson v. Clowes*, 15 Ves. 525.

WATKINS v. WATKINS.—This bill was filed on the 7th of November, 1798, by Tobias Watkins, an infant, by William Kilty his guardian. It states, that some time before the year 1770, an agreement was entered into between the late father of the defendant with the late father of the plaintiff, whereby the defendant's father contracted to convey to the plaintiff's father, a certain tract of land, and accordingly put the plaintiff's father into possession, which has been held by him and the plaintiff, his only son and heir, ever since; and that the purchase money has been paid, but the legal title has not been conveyed; that the defendant brought an action of ejectment for the recovery of the land, and threatens to turn the plaintiff out of possession