

*Samuel Moale*, trustees of the said *John Rogers*, and made a statement of the claims against said *John Rogers*, (which said account and statement are filed in this court,) the complainants in this case have filed additional claims against said *Rogers*, which are herewith stated. And the auditor further reports, that the claims of *Hollingsworth & Worthington* and *Irvine & Beatty*, contained in the foregoing statement, have been withdrawn; and that, except the schedule of *John Rogers*, there is no proof to establish any of the claims contained therein, but the claims of the complainants and of *Robert Taylor*. That the claim of the said *Taylor* is for a judgment rendered against *Robert Henderson*, the former partner of *Rogers*, at October term 1812, of *Baltimore County Court*, on a joint action with *Rogers*, which said judgment was revived against *Henderson* at March term 1821. The auditor further reports, that he has herewith made a statement of the rents received by *Strike*, and the sums expended in repairs done on the property in this cause mentioned, and in payment of taxes and ground-rents thereon, so far as he could collect the same from the papers in the cause. And further, that although he gave notice to the counsel of the complainants and defendants, to produce any further testimony which they might have, no additional testimony has been produced.

The plaintiffs excepted to this report, 1st. For, that the auditor hath stated the claims of *Strike*, one of the defendants, for materials, work, and repairs, made upon the dwellinghouse inhabited by him, which were done for his accommodation, and not to benefit the property.

2d. For that the said expenses and repairs, were incurred by *Strike* under deeds which have been decreed by this court to have been obtained by *Strike* from *Rogers*, in fraud of the *bona fide* creditors of the firm of *Henderson & Rogers*, of which *Rogers* was a partner, and without consideration.

3d. For that the said auditor hath not charged *Strike* with the difference between the prices bid by *Strike* at a public sale of the said property by the trustees, and the subsequent sale of the same, he having refused to comply with his purchases.

4th. That the said auditor hath reported the claims of *Strike* for repairs done to said property, although *Strike* has refused to produce the bills of the persons who did the repairs, and has relied upon the conjectures of said persons as to their probable value after a long lapse of time.

5th. These complainants further except to the claim hitherto audited in the first report in favor of the *Mechanics Bank of Balti-*