

*more*, because, the same is barred by the statute of limitations, the said claimants having laid by, without making any demand, until these complainants, believing themselves the sole creditors, had by their own exertions, and at their sole and great expense, succeeded in setting aside the deeds in this cause mentioned, when they have first presented their demand.

6th. For that the said report and statement is erroneous and defective in point of law and fact; wherefore the said complainants beg leave to except to the same, and pray that the report and statement may not be confirmed by this court, but that the same may be remanded to the said auditor, or set aside and annulled.

The defendant, *Strike*, excepted to this report,—1st. For that the auditor hath not stated the entire claim of the said defendant *Strike*, and that said claim is not correctly stated from the evidence in the said cause.

2d. For that *Strike* claims the whole proceeds of the said sales of the said property mentioned in the said report, statement, and proceedings, in preference to all the other claimants in the said cause, and will contend that he is so entitled.

3d. For that the said report and statement is erroneous and defective in point of law and fact; wherefore, the said defendant, *Strike*, begs leave to except to the same, and that the said report and statement may not be confirmed by this court; but that the same may be remanded to the said auditor, or set aside and annulled.

After which the plaintiffs, by their petition, founded on the provisions of the act of 1824, ch. 196, prayed, that the case might be removed to the High Court of Chancery, upon which it was so ordered; and all the original proceedings were accordingly transmitted and filed here on the 15th day of June, 1825.

The case having been here brought to a hearing upon the exceptions to the several reports of the auditor, and for further directions; it was much and strongly insisted, on the part of the defendant, *Strike*, that under the concluding reservation of this decree, which was altogether a new and peculiar one, every matter was now open for discussion and adjudication, but the simple circumstance of the sale of the property; that this decree was entirely in the usual form, except the conclusion, which declares, that "all equities as to the distribution of the proceeds of sale are reserved by the court for hearing on the trustee's report, on bringing into court the money or securities arising on the sale." That by the addition of this peculiar clause, to be found in no similar