

not, in some shape, to have notice of the complainants' application and the allegations of the defendants.

22d June, 1815.—KILTY, *Chancellor*.—*Ordered*, that the claims against the said estate, which are now, or may be exhibited, be decided on during the sittings of the ensuing July term, on application. The trustee is desired to have a copy of this order published three weeks in the *American*, and to forward a certificate of its publication, and the expense, which will be allowed.

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A copy of this order having been published as required; the auditor, by a report dated on the 27th of February, 1816, said, that he had stated an account between the estate of *William Mitchell*, deceased, and the trustee, in which the proceeds of the estate were first applied to the payment of the trustee's allowance for commission and expenses, the costs in this court, and the several claims as heretofore stated and reported; and the balance was equally divided between the heirs at law, of the said *William Mitchell*.

29th February, 1816.—KILTY, *Chancellor*.—Notice having been given, as directed by the order of 22d June, 1815, and no application having been made in support of the objections suggested in the auditor's first report; and the auditor having appropriated the proceeds by this statement and report; the same are confirmed, and the proceeds are directed to be applied accordingly, with interest on the commission and dividends, in proportion as it has been or may be received. (*b*)

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No further proceedings appear to have been had in this case by any of the parties.

The *first* of these cases of *Brown* against *Wallace*, was instituted by a bill filed in Harford County Court, on the 8th of May, 1818, by *Freeborn Brown* and *William Brown*, against *James Wallace*. This bill stated, that the plaintiff *Freeborn*, purchased the lands of the defendant, as mentioned in his report, in the before mentioned case of *Mitchell* against *Mitchell*, in the High Court of Chancery, in pursuance of the decree in that case, and of the written authority of the 29th of April, 1812; that the plaintiff *Freeborn*, under a belief that the land so purchased by him, did contain the number of acres as stated, gave his bond, with the plaintiff