With a recollection of these established principles, it will be necessary to take a general survey of these claims, in order to un-

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said Jacob Gibson, for the same, was sold by the executors to other persons at a much less price, and was denied to the said Henry Grace, as these defendants have been informed, although he offered to pay for the same the price he had contracted to give, by which means a loss of upwards of five hundred dollars was incurred, and that the said executor has altogether omitted to charge himself with the proceeds of the sale of said land. That the suit between the said Jacob Gibson and James Tilton, jun., respecting certain negroes of considerable value was given up by the said executor Edward R. Gibson, and not prosecuted by him; that $2,063 62 worth of property, which was appraised, was never sold; but alleged by the executor aforsaid, to have been either lost, worn out, used in the family, or not worth being sold; that the said executor received an allowance of ten *per cent.* commission on $21,972 47, the amount of the personal assets returned by him, instead of six *per cent.* commission, as was the wish of the said Jacob Gibson; that the said executor also charged the estate for expenses incurred by him in making crops of wheat and Indian corn, &c. in the years 1818, and 1819, amounting to the sum of $14,342 50, the enormous sum of $6,512 67, and was allowed the same.'

On the 15th of July, 1825, the defendants Fayette Gibson and Blake, filed their answers; the non-resident defendants having failed to answer as warned by publication, and the other defendants having also failed to answer, the case was brought before the court; and on the 22d of January, 1828, the bill was dismissed by the Chancellor with costs; as to which, see 3 G. & J. 13. The reasons and grounds of the Chancellor's decree having been more fully considered in the analogous case of Lingan *v.* Henderson, 1 Bland, 236. From this decree the plaintiff appealed; and the case having been brought before that tribunal was heard by it as constituted of Judges *Buchanan*, *Martin* and *Dorsey*.

18*th July*, 1831.—*The Court of Appeals.*—This case having been argued by the counsel for the appellant, and considered by the court; and, for as much as it appears, that there is error in the decree of the Chancellor, the plea of limitations, filed in the cause, not operating as a bar to all relief; but only as a protection to the interest of the party pleading it, in the land sought to be affected by the bill of the complainant; and the court being of opinion, that the appellant was entitled to relief.

It is therefore *Decreed*, that the decree of the Chancellor passed in this cause be and the same is hereby reversed with costs in this court. And that the said cause be remanded to the Court of Chancery, and that the Chancellor pass such order and decree in the premises as justice and equity may require.

For the opinion of the Court of Appeals on which this decree was founded, see 3 G. & J. 16.—This decree, a certified copy of which was filed in this case, appears to have been signed by Judges Martin and Dorsey only. The constitution declares, that the Court of Appeals shall be constituted of six judges, all of whom are competent to sit on every appeal from the High Court of Chancery; and the constitution also declares, that 'any three of the said judges of the Court of Appeals shall form a quorum to hear and decide on all cases pending in said court.' Hence, it would seem, as every decree must be signed, as in the English Court of Exchequer, by every judge who was present at the making of it, 2 *Fowl. Exche. Pra.* 168, to make a valid decree in equity by the Court of Appeals, it should be signed by at least three judges. The county courts are constituted of three judges, any one of whom is made competent to hold a court; and, consequently, a decree of a county