

ward, *Nicholas H., Matilda and Francis O. Wyse*, his children and heirs at law; that this his will was proved according to law on the 12th of April, 1814, and administration with the said will annexed was thereupon granted to his widow *Rachel Wyse*, who took possession of his personal estate accordingly; and, by her first account, passed on the 29th of June, 1816, shewed a balance of assets then in her hands of \$5,712 34, and that the testator's widow and son *John M. Wyse*, filed a petition in this court, admitting the claim of the plaintiffs *S. Smith & Buchanan*, and praying for the sale of the real estate as mentioned in the will. Upon which, on the first of October, 1816, it was decreed accordingly, that the lands be sold; but that the decree still remained unexecuted. The bill further states, that the plaintiffs *S. Smith & Buchanan*, being indebted unto the plaintiff *Tessier*, in the sum of \$4,500, on the 22d of January, 1820, assigned to him, in part satisfaction thereof, their claim upon the estate of *William Wyse*, deceased, which then remained wholly unpaid; and which claim, although passed by the Orphans Court, the administratrix being then unable to pay, she, on the same day, gave her bond, with the defendant *John M. Wyse* as her surety, to the plaintiff *Tessier*, for the payment of \$4,325, with interest thereon, in one year from that time, that being the amount of both principal and interest of said claim then due; for which bond the plaintiff gave a receipt; but the said bond was accepted by the plaintiff *Tessier*, as an indulgence and benefit to the representatives of the testator, it being expressly understood and agreed by the parties, that the said obligation should not, in any way, invalidate or destroy the plaintiff *Tessier's* claim against the estate of the testator; that the bond not being paid when it became due, the plaintiff *Tessier* brought suits upon it; and at March term, 1822, of Baltimore County Court, the administratrix *Rachel Wyse*, and this defendant *John M. Wyse*, confessed judgments, but the bond, from which alone the precise sum due could be ascertained, having been lost, the definite amounts were never entered up, and those judgments therefore still remain altogether inoperative. The bill further states, that on the 16th of May, 1822, the defendant *William A. Wyse*, being indebted unto the defendant *Riston*, in the sum of \$2,000, the said *Rachel Wyse*, with the defendants *John M. Wyse, William A. Wyse*, and *Eliza Wyse*, mortgaged their respective interests in the real and personal estate of the testator to secure the payment of the same to the defendant *Riston*; that afterwards *Rachel Wyse*