

A creditor can in no case be suffered to split up his claim so as to multiply suits; nor can he, after the decree, be allowed to bring in any new and additional claim.

All objections to the testimony are open, and may be made at the final hearing. (n)

Agreements between solicitors and suitors, relative to professional services, must be enforced like other contracts; and cannot be introduced into and settled as a part of the case. (o)

No order or decree of a County Court can, after the case has been removed, be altered or reversed by the Court of Chancery.

This bill was filed, in Baltimore County Court, on the 25th day of February, 1817, by William McDonald, against John Rogers and * Nicholas Strike; and, on the 21st of May, 1819, the bill was so amended by consent, as to allow Samuel McDon- 58
ald also to come in as a plaintiff; and, that the claim should be made as due to them as partners, under the firm of McDonald & Son.

It is stated in the bill, as thus amended, that the plaintiffs are and have been some time past partners in trade, under the firm of McDonald & Son; that, some time previous to the year 1811, a partnership had been formed and carried on, between the defendant, Rogers, and a certain Robert Henderson, under the firm of Henderson & Rogers, who as such contracted considerable debts; and, among others, that the firm of Henderson & Rogers became, and are now indebted to the plaintiffs, as the firm of McDonald & Son, to the amount of about six thousand dollars; that Henderson & Rogers, becoming embarrassed in their affairs, Rogers, for the purpose of preventing his private property from being made responsible for the debts of the firm, on the 16th of January, 1811, by two separate deeds of that date, assigned two lots of ground in the City of Baltimore, which he held as chattels real, subject to a ground rent, to the other defendant, Nicholas Strike. These two deeds are exhibited as parts of the bill; the one is expressed to be in consideration of the sum of five hundred dollars for one of the lots; and, in the other, for the other lot, it is said to be in consideration of the sum of nineteen hundred dollars. In other respects, they are in the usual form of such instruments of assignment of leasehold property.

It is further stated and averred in the bill, that the plaintiffs have every reason to believe, that there was no *bona fide* sale of those lots from Rogers to Strike; that no consideration passed between them; that if Strike paid Rogers any money, it was subse-

ception to the audit which allows it. (*Bendel v. Strobel*, 25 Md. 400).'' *Hall v. Ridgely*, *supra*.

(n) Approved in *Ridgeway v. Toram*, 2 Md. Ch. 314.

(o) Approved in *Marshall v. Cooper*, 43 Md. 62.