

be due, and insists on having allowed as a discount in bar. And, consequently, it lays upon him to shew how much, if any, is due on the claim so offered as a discount in bar, in like manner as if he had instituted an original action for the recovery of the debt shewn by the account filed in bar, unconnected with any other claim whatever. (e)

With regard to those cases where *some* discount in bar has been admitted in the affidavit of the claimant himself; such an admission only amounts to an indefinite acknowledgment, that *some such* opposing claim *may* exist, which he, the deponent, is willing to meet and adjust; (f) but it cannot be received as a concession, that his own authenticated claim has been entirely satisfied by one which it does not lay upon him to ascertain; and which he who holds it, apparently estimates at so low a value as to neglect to bring forward and establish. The affidavit prescribed by the act of Assembly in relation to intestates' estates, and which act is taken as a guide by this court in cases of this sort, requires the deponent to swear, that he had received no satisfaction, 'except what, *if any*, is credited;' (g) but these affidavits credit nothing; and the deponents leave us distinctly to understand, that it was not in their power to give credit for any particular amount as a discount from their claim. And therefore, as in an action of account, if the defendant refuses to account, the plaintiff shall recover according to the value mentioned in the declaration; (h) so here, if the party fails or neglects to shew the amount of the discount to which he is entitled, the whole claim must be allowed.

I am therefore of opinion, that in all these cases, as well where an account in bar has been filed by the defendants, and it has not been regularly authenticated according to the course of the court, as where a discount in bar has been referred to in the affidavit of the claimant himself without specifying the amount, it must be disregarded, and the whole amount of the creditor's claim must be allowed, as if nothing whatever had been said about any discount in bar. These directions apply first to claims No. 1, 3, 4, 8, 22, 29, 31, 35, 39, 42, 43, 49, 57, 87, 101, 138, 139, 140, 141, 147, 153 and 154; and in the next place to claims No. 41, 56, 58, 86,

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(e) Strike's case, 1 Bland, 79; Babington on Set-off, 3.—(f) Kennett v. Millbank, 21 Com. Law Rep. 218; Pattison v. Frazier, 2 Bland, 331, note.—(g) 1798, ch. 101, sub ch. 9.—(h) Com. Dig. tit. Accompt, E. 15; Babington on Set-off, 3; Poulter v. Cornwall, 1 Salk. 9; Godfrey v. Saunders, 3 Wils. 117.