

In the first proceeding recorded in this volume application was made to the Court of Chancery to restrict recovery on a bond (in which the amount of liability would be specified in round numbers), to the actual amount of loss against which the bond was intended to give protection. This indicates that in Maryland, as in England, the higher common law courts in which suits on bonds would regularly be entered did not then have the power so to restrict the recovery, but were required to deal with the instrument according to its terms, allowing recovery of the amount which the bond stipulated to be paid. In Massachusetts at the time the common law courts were exercising the power here invoked.

The remaining Chancery business recorded is substantially the same in nature and form as that dealt with in the High Court of Chancery. Suits for accounting of proceeds of partnership and other transactions, and for discovery of facts necessary to the accounting, for enforcement of awards in arbitrations, of undertakings to convey lands, for possession of real estate held by trustees and accounting by them, to have trusts in land declared and enforced, to try or quiet title to land claimed, and for cancellation of instruments such as a bill or promissory note.

One case, on a charter party or contract of affreightment, to recover payment of hire of the ship, wages of seamen, and port duties, out of the cargo, may have been brought within the jurisdiction of Chancery by its demand for restraint of suits begun at common law by the party defendant in this suit. Cases of this kind were brought in the Court of Admiralty in England, but the Provincial Court in Maryland had been taking jurisdiction of them.