no fact is disclosed, in any of the depositions, which would in law amount to a disclaimer of the tenure, by any of the tenants, an attornment to Phillips, or possession adverse to the landlord. There seems nothing which would make out such an adverse possession in Phillips, as would interrupt that of Peyton; and though there are some circumstances in evidence, of an equivocal character, they cannot amount to a disseisin or ouster, nor dissolve the relations resulting from the original acknowledged relations between him and his tenants, which continued until the filing of the bill. Such continued possession for twenty years, under the legal title of Peyton, constitutes a complete bar to all the relief prayed for in the bill.

It is, therefore, the opinion of the court, that the decree of the circuit court be reversed, and that the cause be remanded, with instructions to dismiss the bill of the complainants, with costs, but without prejudice to the right of the complainant, accruing or vested in him by any deed or contract with Luckett, or any other person, in relation to any part of the land contained in either of the surveys of Peyton.

Decree reversed.

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*495] *William Fowle and the Administrators of Thomas Lawrason, Appellants, *v.* James Lawrason's Executor, Appellee.

Equity jurisdiction.

After an arbitrament and award, an action was instituted at law upon the award, and the court being of opinion, the award was void for informality, judgment was given for the defendant; a bill was then filed by the plaintiff, on the equity side of the circuit court for the county of Alexandria, to establish the settlement of complicated accounts between the parties, which was made by the arbitrators; and if that could not be done, for a settlement of them under the authority of a court of chancery. This is not a case proper for the jurisdiction of a court of chancery.[1]

Although the line may not be drawn with absolute precision, yet it may be safely affirmed, that a court of chancery cannot draw to itself every transaction between individuals, in which an account between parties is to be adjusted. In all cases in which an action of account would be the proper remedy at law, and in all cases where a trustee is a party, the jurisdiction of a court of equity is undoubted; it is the appropriate tribunal.[2]

Appeal from the Circuit Court of the District of Columbia. James Lawrason, the testator of the appellee, filed a bill in the circuit court of Alexandria, against the appellant, William Fowle, as surviving partner of Thomas Lawrason, who had died intestate, and who, with William Fowle, had carried on business under the firm of Lawrason & Fowle. After the decease of James Lawrason, the suit was prosecuted by his executor.

The bill charged, that the complainant, James Lawrason, being seised of one moiety of a wharf and warehouse, in the town of Alexandria, and

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[1] A bill for an account lies only when an action of account lies at law, and the case comes under some appropriate head of equity jurisdiction. Baker *v.* Biddle, Bald. 394. To sustain a bill for an account, there must be mutual demands. Porter *v.* Spencer, 2 Johns. Ch. 169; Dinwiddie *v.* Bailey, 6 Ves. 141. Equity has no jurisdiction, when the accounts are all on one side, and no discovery is sought or required. Gloninger *v.* Hazard, 42 Penn. St. 389. See Bank of Kentucky *v.* Schuylkill Bank, 1 Pars. 180.

[2] See Cooper *v.* Hatton, 12 Price 502; Moses *v.* Lewis, Ibid.; Parrot *v.* Palmer, 3 Myl. & K. 632; King *v.* Rosset, 2 Y. & J. 33; Hemings *v.* Pugh, 4 Giff. 456.

his son, Thomas Lawrason, of the other moiety; the said Thomas being then a copartner of Fowle; the complainant agreed to rent to the copartnership, his moiety of the same, and that, on or about the — day of ———, they entered on the possession, and occupied them until the death of the said Thomas; that the complainant understood and supposed, that he was to be paid for his moiety the annual rent of $1600; and that he expected to prove that the said Thomas frequently acknowledged that to be the annual rent. That the complainant's interest in the property was worth that rent. That during the period the said *Lawrason & Fowle occupied the premises, dealings and other matters of account took place [*496 between them and the complainant; which not having been settled during the life of Thomas Lawrason, it was agreed, after his death, that the accounts between the complainant and the firm should be settled by arbitration, and that arbitrators were accordingly appointed to make the settlement. That the arbitrators awarded the sum of $2000 in favor of the complainant, which award, with the accounts on which it was founded, were exhibited. That the defendant Fowle refused to submit to the award, alleging that the arbitrators were under a misapprehension as to the complainant's interest in the rent. That the complainant brought a suit at law on the award; and the court decided, on the trial, that in consequence of some error in the submission, and in the form of the award, it could not be sustained. That the effect of this decision may be to open the accounts between the parties, and if so, they can nowhere be so correctly settled as in the court of chancery. That he considered himself, however, entitled to the benefit of the settlement made by the arbitrators; and that, although a suit at law might not be sustained on the award, yet in equity it was valid and binding; that he claimed the benefit of it; but if this could not be obtained, he must submit to another settlement to be made by order of the court. The bill concluded with a prayer for the settlement of accounts, and for general relief.

The complainant's bill having been taken *pro confesso* as against the defendant Fowle, the court, at November term 1823, directed an account to be taken by the auditor between the complainant and the defendant Fowle, as surviving partner, &c., as well in relation to the rents claimed of the firm, as to all other matters of account between them; and the auditor was authorized to take such legal testimony as should be offered by the parties, and to report, &c. At May term 1824, the complainant having died, Aaron R. Levering, his executor, was made complainant. At April term 1825, the auditor returned his report, accompanied by the depositions of Elisha and Romulus Riggs, for the complainant, and those of Thomas Irwin and Phineas Janney, for the defendant.

From the report of the auditor, it appeared, that there existed *no difficulty in the settlement of the general account (exclusively of [*497 rent) between James Lawrason and the defendant Fowle, as surviving partner. The balance on this account in favor of Fowle, being admitted to be $11,769.30. That as to the rents, the only difference that existed between the parties, was, whether the amount which had been claimed by James Lawrason, and admitted by the auditor, was to be considered as the rent of the whole of the wharf and warehouse, as contended for by the defendant Fowle; or was to be considered as the rent of the warehouse, and the com-

plainant's moiety of the wharf only, leaving Fowle still accountable to the representatives of Thomas Lawrason for the rent of his moiety of the wharf If the latter was correct, there was a balance of $2638.83, with interest from the 21st of August 1819, due the complainant from the defendant Fowle, as surviving partner. If the former, there was a balance due from the complainant to the defendant of $1295.93, with interest, &c.

From the evidence laid before the auditor, he decided, and reported accordingly, "that the amount of rents claimed by the complainant, ought to be considered, not as his share or dividend, but as a reasonable rent for the whole of the wharf and warehouse; but as the defendant Fowle admitted that Thomas Lawrason had never made nor intimated an intention to make any charge against the company for rent, on account of that half of the wharf which had been conveyed to him, this, taken into consideration with his declarations, as stated in the depositions of E. and R. Riggs, induced him (the auditor) to believe, that it was his (T. Lawrason's) intention, that the whole rent of the property should go to his father (the plaintiff) during his life; he, therefore, reported the balance of $2638.83, to be due to the complainant from the defendant Fowle."

At November term 1825, Hugh Smith and Nehemiah Carson, administrators of Thomas Lawrason, were made defendants. At April term following, the complainant filed his amended bill against them, calling on them to answer to his original bill, as if they had been originally made parties to it; *and praying that they might be bound by any decree the court should make, in the same manner, and to the same extent, as if they had been parties originally. At April term 1827, the answers of the defendant Fowle and of the administrators of Thomas Lawrason were filed.

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The answer of Fowle admitted the copartnership, commencing in 1804, and terminating by the death of T. Lawrason, in 1819. That the wharf and warehouse were rented from the complainant, then the sole owner, in 1804, at $450 per annum, which rent was placed to the complainant's credit, on the books of the firm, until the year 1808. That about that time, great improvements were made, and the property became more valuable; but as no contract was made and no sum named by the complainant for the rent, after that time, no further credits were given him. That during the existence of the copartnership, the amount to be paid for the annual rent never was fixed. That after the death of his partner, he called on the plaintiff for his account. That the account was rendered, and admitted by the defendant Fowle, except as to the rate of rent for one year only. That the account, on its face, purported to be for the rent of the whole of the wharf and warehouse, and was so understood by him, when he admitted it. That no claim for rent had ever been made by his deceased partner; and that he expected the complainant and the representatives of his deceased partner would settle between themselves the proportion the latter was to receive. That some difference having arisen between the complainant and him, relative to the account of the firm against the complainant, this, with the difference as to the amount of one year's rent, was submitted to arbitration. That the arbitrators made an award, with which the defendant was perfectly satisfied, believing the credits allowed the complainant for rent were for the entire rent of the premises, that they were so understood to be, by one of the two arbitrators. That on the award being returned, he communicated it to one

of the administrators of his deceased partner, and requested him to call on the complainant, and adjust with him the proportion of rent to be allowed to the estate of his deceased partner, that he might charge it to the complainant, and credit the administrators of his partner with it; and then, for the first time, learned, that the *complainant claimed the whole amount of credits allowed; not as the entire rent of the premises, nor under any contract or engagement with his son; but as his share of the rent, leaving the defendant Fowle, as surviving partner, still liable to the claims of the administrators of his deceased partner, for his share of the rent. That he endeavored to prevail on the complainant to open the award on this point, and to consent to a valuation or estimate of his share of the rent, but failed in his attempt. That the complainant sued on this award, and that judgment was rendered in the defendant's favor. This judgment he pleaded, and relied on as a bar to all claims on the award. He professed to be still willing to make the complainant a fair allowance for his share or proportion of rent, which he averred would fall far below the sum he claimed. He charged, that in 1812 the complainant sold and conveyed one moiety of the wharf to his son, T. Lawrason. [*499

The answer of the administrators of Thomas Lawrason charged, that in 1812, the complainant sold and conveyed to him one moiety of the wharf; they exhibited the deed of conveyance, made in consideration of the sum of $6500; they denied the complainant's right to the whole rent, and denied that their intestate ever relinquished his share to the complainant. They averred, that although he survived his son for many years, he never made any such pretension, and that he made none such in his bill. They required proof of the complainant's right to the rent of his son's share of the wharf, if a decree was asked in his favor on that ground.

The deposition of Elisha Riggs, returned by the auditor, stated a conversation between the witness and Thomas Lawrason, in 1817, in which the latter said, that the firm of Lawrason & Fowle were paying the complainant $1600 a year for the rent of the wharf and warehouse. Romulus Riggs testified to the same conversation. Thomas Irwin and Phineas Janney testified on their examination before the auditor, that they were well acquainted with the premises, the rent of which formed the subject of controversy, and that they considered the sums which the complainant had charged, and which were allowed by the auditor, as a full rent for the whole of the wharf and warehouse.

*The court, on hearing, decided, that the defendant Fowle, as surviving partner, should pay to the complainant the sum of $2638.83, with interest from the 23d of August 1819, and costs. But without prejudice to any claims which the representatives of Thomas Lawrason, deceased, might make on the estate of the said James Lawrason, for any portion of the rents thereby decreed against the defendant Fowle. No disposition was made of the case as to the administrators of Thomas Lawrason. From this decree, Fowle, and the administrators of T. Lawrason, appealed to this court. [*500

Taylor and *Jones*, for the appellants, contended: 1. That the bill presents no case to give jurisdiction to a court of equity. That the decree is erroneous, inasmuch as it does not settle the question of right between

the complainant and the executors of Thomas Lawrason. 2. That in decreeing against Fowle, the court proceeds on the principle, that the sum decreed covers the whole rent; and yet they have not protected him against the claim of Thomas Lawrason's administrators for his share. 3. If the decree be construed to afford such protection, then the administrators of Thomas Lawrason will contend, that the court possessed no power to take away their right of recovery against Fowle.

The case exhibited in the bill, answer and depositions, was plainly a case for a court of law, and not of chancery jurisdiction. No discovery is asked for; and no allegation that facts are wanted, for the development of which the aid of a court of equity is required. There is a general allegation of equity; but this does not give jurisdiction. The claim of the complainants is one founded on an account; and although it is admitted, that matters of accounts are of equity jurisdiction, yet they are so, when they are between parties who are peculiarly within the supervision of courts of chancery; such as guardians and trustees. Because the transactions between parties are of long standing, and the accounts are complicated and composed of numerous items, chancery jurisdiction is not given. There must be an original ground of equity.

*501] *Nor does the fact that the complainant's testator had instituted a suit in a court of law, and had there failed, show the existence of chancery jurisdiction. The award which was given in that suit, was not found sufficient to maintain an action; but the original cause of action remains, and may yet be pursued in a court of law.

Swann, for the appellee, stated, that after a long controversy at law, and a submission to abitrators, an award was made in favor of the testator of the appellee. An action on that award terminated in a decision, that it could not be sustained; and thus it was held, that the appellee had no standing in a court of law. Now he is to be driven from a court of equity, and hung up like Mahomet's coffin; and is to be suspended between the two courts and denied an entry to either.

The bill and proceedings show a long account between the parties, intricate, and involving many questions which can best be determined by a court of chancery. Matters of account are enumerated as the peculiar jurisdiction of such courts. Madd. Ch. 85.

MARSHALL, Ch. J., delivered the opinion of the court.—James Lawrason, in his lifetime, filed his bill in the circuit court of the United States, sitting in chancery, for the county of Alexandria, stating, that being seised of a warehouse and one moiety of a wharf, in the town of Alexandria, of which his son, Thomas Lawrason was seised of the other moiety, he agreed to rent the premises to Lawrason & Fowle, a commercial house in the said town, of which the defendant, William Fowle, is the surviving partner; the said Lawrason & Fowle entered into the premises under the contract, and retained possession thereof several years. The plaintiff says, he understood and supposed, that he was to receive $1600 each year, for the property, and that it was reasonably worth that sum; but that no express stipulation was entered into fixing the amount of rent. The plaintiff also had other dealings with Lawrason & Fowle, and the account remained unsettled, until the death of Lawrason, who was the son of the plaintiff.

Fowle v. Lawrason.

*The bill states, that the parties agreed to leave the whole subject to arbitration, and that the arbitrators reported a large sum in his favor. A suit was instituted on this award; and the court being of opinion, that it was void in law, for informality, gave judgment for the defendant. This suit is brought to establish the settlement of the accounts between the parties, which was made by the arbitrators; or if that cannot be done, for a settlement of them under the authority of a court of chancery.

The suit abated by the death of the plaintiff, and was revived in the name of his executor. It appearing, that the representatives of Thomas Lawrason, the son, who owned a moiety of the wharf occupied by Lawrason, & Fowle, were interested in the controversy, they were made parties. The answers were then filed. The defendant Fowle admits the occupation of the premises, without any specific agreement as to the amount of rent; and admits the reference to arbitrators, after the death of his partner. He understood, that the whole rent payable both for the warehouse and wharf was claimed by James Lawrason, until after the award was made; and the arbitrators, he is satisfied, made the award under this impression. On understanding that Thomas Lawrason's executors asserted a right to so much of the rent as was equivalent to his interest in the wharf, the defendant requested that it might be apportioned between them; and then discovered, that James Lawrason claimed the whole rent awarded, as being for his interest, leaving the defendant liable to the executors of Thomas Lawrason. Every effort to adjust this difference having proved unavailing, the defendant refused to perform the award; and the suit instituted thereon by James Lawrason was decided against the plaintiff. The answer of Thomas Lawrason's administrators asserts the right of their intestate, to so much of the rent as will be a just compensation for his interest in the wharf.

The accounts were referred to a commissioner, who reported the sum of $2638.83, with interest from the 26th day of August 1819, to be due to the executors of James Lawrason, should he be entitled to the whole rent accruing on the *demised premises; should the rent on the moiety of the wharf owned by Thomas Lawrason be deducted, the plaintiffs were [*503 entitled to nothing. The court decreed the sum reported by the commissioner, without prejudice to any claim which the representatives of Thomas Lawrason, deceased, may make upon the estate of James Lawrason, deceased, for any portion of the rents decreed to be paid by the defendant Fowle. From this decree the defendants appealed to this court. Two errors have been assigned. 1. The party complaining had a plain and adequate remedy at law. 2. The decree ought to have settled finally the rights of Thomas Lawrason's executor.

That a court of chancery has jurisdiction in matters of account, cannot be questioned, nor can it be doubted, that this jurisdiction is often beneficially exercised; but it cannot be admitted, that a court of equity may take cognisance of every action, for goods, wares and merchandise sold and delivered, or of money advanced, where partial payments have been made, or of every contract, express or implied, consisting of various items, on which different sums of money have become due and different payments have been made. Although the line may not be drawn with absolute precision, yet it may be safely affirmed, that a court of chancery cannot draw to itself every transaction between individuals in which an account between

parties is to be adjusted. In all cases in which an action of account would be the proper remedy at law, and in all cases where a trustee is a party, the jurisdiction of a court of equity is undoubted ; it is the appropriate tribunal. But in transactions not of this peculiar character, great complexity ought to exist in the accounts, or some difficulty at law should interpose, some discovery should be required, in order to induce a court of chancery to exercise jurisdiction. 1 Madd. Chan. 86 ; 6 Ves. 136 ; 9 Ibid. 437. In the case at bar, these difficulties do not occur. The plaintiff sues on a contract by which real property is leased to the defendant, and admits himself to be in full possession of all the testimony he requires to support his action. The defend-
*504] ant opposes to this claim, as an off-set, a sum of money *due to him for goods sold and delivered, and for money advanced ; no item of which is alleged to be contested. We cannot think such a case proper for a court of chancery. We are, therefore, of opinion, that the decree of the circuit court ought to be reversed ; and the cause remanded, with directions to dismiss the bill, the court having no jurisdiction.

This cause came on to be heard, on the transcript of the record, from the circuit court of the United States for the district of Columbia, holden in and for the county of Alexandria, and was argued by counsel : On consideration whereof, it is considered, ordered and decreed by this court, that the decree of the said circuit court in this cause be and the same is hereby reversed, and that this cause be and the same is hereby remanded to the said circuit court, with directions to dismiss the bill, the court having no jurisdiction.

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*505] *Pierre Menard, Plaintiff in error, *v.* Aspasia, Defendant in error.

Slavery.—Ordinance of 1787.—*Appellate jurisdiction.*

The mother of Aspasia, a colored woman, was born a slave at Kaskaskia, in Illinois, previous to 1787, and before that country was conquered for Virginia; Aspasia was born in Illinois, subsequent to the passage of the ordinance for the government of that territory; Aspasia was afterwards sent as a slave to the state of Missouri; in Missouri, Aspasia claimed to be free, under the ordinance "for the government of the territory of the United States north-west of the river Ohio," passed 13th July 1787; the supreme court of Missouri decided, that Aspasia was free, and Menard, who claimed her as his slave, brought this writ of error, under the 25th section of the act of 1789, claiming to reverse the judgment of that court : *Held*, that the case was not within the provisions of the 25th section of the act of 1789.

The provisions of the compact which relate to "property," and to "rights," are general; they refer to no specific property or class of rights; it is impossible, therefore, judicially, to limit their application. If it were admitted, that Aspasia was the property of the plaintiff in error, and the court were to take jurisdiction of the cause, under the provisions of the ordinance, must they not, on the same ground, interpose their jurisdiction in all other controversies respecting property, which was acquired in the north-western territory?

Whatever right may be claimed to have originated under the ordinance of 1787, it would seem, that a right to the involuntary service of an individual could not have had its source in that instrument; it declares, that "there shall not be slavery nor involuntary servitude in the territory;" if this did not destroy a vested right in slaves, it, at least, did not create or strengthen that right.

If the decision of the supreme court of Missouri had been against Aspasia, it might have been contended, that the revising power of this court, under the 25th section of the judiciary act, could be exercised; in such a case, the decision would have been against the express provision of the ordinance in favor of liberty; and on that ground, if that instrument could be considered, under the circumstances, as an act of congress, within the 25th section, the jurisdiction of this