

The allegations of the bill, with reference to the partnership and the deposit in the Savings Bank of Baltimore, I do not think are made out; and, consequently, no relief with respect to those allegations will be granted.

The case must go to the Auditor to take an account of the trust estate, and as there is no evidence by which the rents and profits or annual value can be ascertained, a provision must be inserted in the decree for the taking of depositions upon that subject. The decree may direct a sale of the leasehold estate, and appoint a trustee to make the sale, requiring him to give bond, and report his proceedings to this court in the usual way. The decree will also appoint a new trustee to take charge of the trust estate.

[No appeal in this case.]

CHARLES H. PITTS, for Complainants.

T. Y. WALSH, for Defendant.

HENRIETTA M. HALL AND
R. W. GILL, ADMS.
OF SOMERVILLE PINKNEY
vs.
WILLIAM D. CLAGETT.

MARCH TERM, 1848.

THE jurisdiction of this court to reform and correct a settlement made by a parol agreement between two parties, and to enforce its specific execution when corrected, is indisputable where a mistake in such settlement has been, even by parol proof, clearly made out.

The mistake must be made out in the most clear and unequivocal manner, and to the entire satisfaction of the court; and relief will be granted only when it is so made out.

In this case, the answer explicitly denied the existence of the imputed errors in the settlement, and the only witness examined sustained the statement of the answer. Upon this proof it was HELD—that the court could not assume the existence of errors, simply upon the alleged improbability and unreasonableness of the settlement, and the bill was dismissed.

A party will not be allowed to prosecute the same claim in two courts at the same time, recovering one portion of it at law and one in equity.