

this is your property;' and that a portion of the said papers were in the handwriting of Mr. B. G. Harris." Witness knew, of his own knowledge, that the notes given by Dr. C. M. Jones, his father, were in the handwriting of said Harris.

The complainant then, on the 4th of November, 1851, filed exceptions to this testimony. 1st. To the testimony of Mrs. Sarah Drury, because it only tends to prove a parol agreement never executed. 2d. To that of Drs. C. M. Jones and Broome, because it details conversations and statements of defendant's testator out of the presence and hearing of the complainant or his intestate. 3d. To the testimony of Dr. R. M. Jones, so far as it relates to information derived from Mark Ford, because it is evidence of the declarations of a third party, made out of the presence of complainant and his intestate. 4th. To the entire testimony of said Jones, relating to his conversations with Mrs. Gough before her marriage, because it only tends to establish a parol agreement unexecuted; and 5th. To the testimony of said Jones, relating to his conversation with Mrs. Crane after her marriage, because it is only of declarations made by complainant's intestate after marriage, and not necessarily tending to prove any ante-nuptial agreement.

The cause came on for hearing at March Term, 1852, and after the argument was commenced, the defendants filed the following exception.

"The defendants in this case except and object to the jurisdiction of the Court in this case to grant any relief to the complainant by his bill filed in this case, because he hath complete remedy at law for all the rights he sets up in the bill."

On the 23d of March, 1852, the Chancellor passed a decree, directing the defendants to deliver up the bonds in controversy to the complainant; accompanying which he delivered the following opinion:]

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THE CHANCELLOR:

Putting aside the ante-nuptial agreement set up by the answer, it is perfectly clear that the securities which form the