

pleadings and proofs then in the cause, and such further proofs as the parties might lay before him. The complainant excepted to the report and accounts of the Auditor, made in obedience to this order, upon certain grounds, which sufficiently appear from the following opinion of the Chancellor, delivered at the hearing thereof.]

THE CHANCELLOR:

This cause now comes up on exceptions to the Auditor's report, made in pursuance of the order of the 9th of February, 1852, and the principal question raised by the exceptions, and discussed at the bar, relates to the liability of the defendant Davis, as executor of Solomon Betts, to account for the note of Lloyd N. Rogers, for \$2,673 75, which matured and was paid by the latter at the Chesapeake Bank, on the 20th of November, 1843.

The original bill, which was filed in this cause in Baltimore County Court, on the 13th of February, 1851, embraced and sought to charge the defendant Davis, in respect of three several items of claims, two of which were founded upon provisions in the will of Solomon Betts, and one upon the ground of a parol gift, alleged to have been made by him in his lifetime, to his daughter, the complainant Sarah, of the note of Mr. Rogers.

The bill alleged, and the will of Mr. Betts proved, that he devised a portion of his real estate to his said daughter, in trust for her use during her life, and that he also directed the sum of \$5,000 to be invested in stock for her use, during the same period, and that the defendant Davis, who was named one of the executors and trustees, became by the renunciation of the parties associated with him in the trust, the sole executor and trustee.

And the bill further charged, that the testator was in his lifetime seized of a lot of ground, lying contiguous to the real estate which he so devised to his daughter in trust for life, which lot of ground he had given to her, though no deed had been executed therefor; and that with her consent, he sold