

to receive on account of her legacy to be \$1,736 30; and the complainant's first exception insists that Davis should be charged with interest on this sum from the time the same was in his hands and payable, until the same was paid on the 20th of June, 1844. It appears by the defendant's vouchers 1 and 2, that he purchased for Mrs. Hitch, on the 18th and 20th of June, 1844, bonds of the Baltimore and Ohio Railroad Company, amounting together to \$1,736 30, being her proportion of the assets in the hands of Davis, as executor of Solomon Betts, as shown by the accounts in the Orphans Court, and the question raised by the exception is, whether the complainant is not entitled to interest on this sum from an earlier date than June, 1844, when the investment was made.

The rule is, that when no time is fixed by the will for the payment of a legacy, it will bear interest from the expiration of one year after the death of the testator. *Crain vs. Barnes and Fergusson*, 1 *Maryland Chancery Decisions*, 151. Mr. Betts, the testator, died in November, 1841; and as no time was fixed by his will for the payment of the legacy, I am of opinion that the complainant is entitled to interest upon it from the end of a year after the death, and this exception, therefore, must be ruled good.

The account B, reported by the Auditor, shows that the defendant has overpaid the trust estate, and that it is indebted to him in the sum of \$56 77; but this account, as already stated, is erroneous in not charging him with interest on the sum of \$1,736 30, from the period mentioned; and it moreover credits him with the sum of \$313 49, for which no vouchers have been produced, and this credit constitutes the ground of the complainant's third exception. The Chancellor understood, in the course of the argument, that this exception would be waived, and the credit allowed to stand; but I do not find that this has been put upon the record. But as the case must go again to the Auditor, an opportunity will be had for such admissions and agreements as the parties may choose to make, or for the production of proof in support of the credits, if necessary.