barred, and in so far as it gives to Louis Mackall, Junior, the benefit of the plea of limitations, relied upon by him as against claims Nos. 4 and 6. But the said report is not approved of, in so far as it allows claim No. 45 as proved and not barred, it being my opinion, for the reasons stated, that it is barred by limitations, and that the benefit of the statute of limitations must be given to Louis Mackall, Junior, the party relying upon it.

RANDALL, for the Claimants.
ALEXANDER, for the Exceptant, Louis Mackall, Junior.

BASIL D. SPALDING,
vs.
GEORGE BRENT ET AL.
—
JOHN SPALDING ET AL.
vs.
GEORGE BRENT ET AL.

} DECEMBER TERM, 1850.

[RECEIPTS IN DEEDS—VENDOR'S LIEN.]

IT is a settled principle, in this State, that the receipt in a deed is only *prima facie* evidence of the payment of the purchase-money, and may be explained or contradicted by parol.

Such receipts are inserted more for the purpose of showing the actual amount of consideration, than its payment; and if the money is not paid, they are intended to mean, that the specified amount had been assumed by note, or otherwise.

The fact that the grantor has in his possession a single bill of the grantee, given to secure the payment of the purchase-money for the land conveyed, is sufficient to countervail the receipt in the deed.

Arbitrators, selected by children to ascertain their respective proportions of the real and personal estate of their father, made an award on the 18th of March, 1835, valuing said estates at $9,737 75; and that the share of B. S., one of the children, was $2,516 65; and that upon payment by G. S. of the shares of his co-heirs, they should convey to him the real estate and release the personalty. G. S., executed to B. S., his single bill for $2,163 27, without date, but bearing interest from the 29th of January, 1835; and on the 2d of May, 1836, B. S. gave to G. S. a receipt, stating