tire payment of the claim of Basil D. Spalding, and upon the strength of which they seek to exclude him from all participation in the fund.

It is an acknowledged principle, in this State, whatever diversity of opinion may exist elsewhere, 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. *Wolf* vs. *Hauver*, 1 *Gill*, 84. In that case, the Court quote with approbation the following language in the case of *Gully* vs. *Grubbs*, 1 *J. J. Marshall*, 388: "The acknowledgment in a deed of the receipt of the purchase-money, is only *prima facie* evidence, and is inserted more for the purpose of showing the actual consideration, than its payment; and it is, in general, inserted in deeds of conveyance, whether the consideration has been paid or agreed to be paid." "If the consideration had not been paid, such an acknowledgment in a deed would be intended to mean, that the specified amount had been assumed *by note or otherwise.*"

These remarks, in the propriety of which the Court of Appeals express their concurrence in the case referred to, seem to me to be a complete answer to the objections to this claim, founded upon the acknowledgment and receipt for the purchase-money contained in the deed. Basil D. Spalding has in his possession the single bill of his brother, George R. Spalding, for $2,163 27, and, assuming that this obligation was given to secure the payment due the former from the latter for his proportion of the estate of their father, it is evidence sufficient to countervail the acknowledgment in the deed, which, say the Court, "is in general inserted in deeds of conveyance, whether the consideration has been paid or agreed to be paid."

The single bill is an agreement in the most solemn form, to pay the money expressed in it, and must prevail against the mere *prima facie* evidence furnished by the deed. If, in truth, George R. had paid Basil the amount of this single bill, it is certainly difficult to believe he would not have required the redelivery to him of his obligation, and his not having done so,