EVIDENCE.—*Continued.*

3. Declarations of the lady made in the absence of the intended husband are not admissible to prove the agreement to marry. *Gough* vs. *Crane*, 119.
4. Declarations of the lady made in the absence and out of the hearing of the intended husband, to the effect that they had made an agreement, that the husband was to "have all her bonds" and "to allow her the interest on them during her life," are not admissible to bind the husband. *Ib.*
5. Where a paper is never produced, nor its absence accounted for, its contents cannot be proved by parol. *Dunnock* vs. *Dunnock*, 140.
6. The grantor in the deed was indebted to a partnership firm, which was indebted to G., one of the partners. G. purchased the property conveyed by the deed, and it was agreed that the purchase-money should be charged on the books of the firm to G. and credited to the grantor, which was done. HELD—

   That K., another partner of the firm, was a competent witness for G. in a suit by which the validity of the deed was attacked by the creditors of the grantor. *Falconer* vs. *Griffith*, 151.
7. Declarations of a grantor made since the execution of a deed, are inadmissible to impair the rights of parties claiming under it. *Gaitler* vs. *Gaitler*, 158.
8. Declarations of a deceased attesting witness to a will, respecting the incapacity of the testator at the time of its execution, are admissible in evidence against the will, where the validity of the will is the question to be tried. *Ib.*
9. But the declaration of a deceased attesting witness as to the contents and operation of the will are inadmissible; the will must speak for itself: nor are they admissible to show that a fraud was practised upon the testator in obtaining the will. *Ib.*
10. Parol evidence is inadmissible to show that the draftsman of the will was mistaken, and the testator designed something not fully expressed. *Ib.*
11. Official copies of deeds taken from the records, are *prima facie* evidence of everything necessary to the validity of the instruments. *Cole* vs. *O'Neil*, 174.
12. Accounts of a guardian, passed by the Orphans' Court, admitting an indebtedness to his ward, are *prima facie* evidence of such indebtedness against the grantees of the guardian claiming under a deed executed by him subsequent to the passage of the accounts. *McClellan* vs. *Kennedy*, 234.
13. Accounts settled by an executor or administrator in the Orphans' Court, are *prima facie* correct, and it is incumbent on him who disputes them to point out and make manifest the error. *O'Hara* vs. *Shepherd*, 306.
14. When a claim is founded upon a lost instrument, evidence of the loss must be first offered, and then a copy, or parol evidence of its contents, may be used: the existence of the original must be first proved before a copy is admissible. *Young & Wife* vs. *Mackall, et al.*, 398.
15. Where proof is taken, under an order of Court, and the notice was, that depositions would be taken on a certain day at a certain place, and they do not appear upon their face to have been taken at the *place* designated, they are not admissible in evidence. *Ib.*
16. It is a settled principle, in this State, that the receipt in a deed is only