

Orphans' Court, but the vouchers for the credits therein allowed him, yet he cannot be compelled to do so.

Accounts settled in the Orphans' Court are *prima facie* evidence in suits relating to the matters contained in them, and he who disputes their correctness has the *onus* upon him of proving their falsity.

The vouchers are to be regarded as evidence, and need not be filed as part of the pleadings: to require them to be produced and explained in detail in the answer would render Chancery proceedings intolerably expensive and voluminous.

It is sufficient if they are produced before the Auditor when he is about to state the account, and their production then will upon application be enforced.

Where a bill alleges that an administrator has failed to *charge* himself with the hire of certain negroes, and the profits of leasehold property, and prays for a discovery of the full value, and true accounts which he has or ought to have received on account thereof, an exception to the answer upon the ground that it does not give this information will be sustained.

The accounts passed in the Orphans' Court, with the light which the vouchers when produced will throw upon them, will not give the complainant the information called for by this charge of his bill.

Where a bill calls upon a defendant for the names and number of the negroes in his possession as administrator, an exception to the answer upon the ground that it does not give this information will be sustained.

A testator, by his will, made in 1825, desired his son to release an undivided interest in certain land which the son held in common with his sister, to the latter, "or, in lieu thereof," pay to his sister \$5,000, and "with the payment of which, in case of his refusal or omission to release," as aforesaid, he "charged that portion of his estate" devised to his son. The son accepted the devise, and died in 1837 without executing the release, and thereupon his sister became entitled both to the land charged, and that required to be released by the will; there was some evidence also that she enjoyed in the lifetime of her brother the beneficial use of the land to be released. Upon a bill filed by the sister in 1846, to recover this sum of \$5,000 from the general personal estate of her brother, it was HELD,—

1. That, under these circumstances, this claim is *strictissimi juris*, and should be made out in a very clear and satisfactory manner.
2. That the terms of the will are too clear and direct to leave any doubt upon the subject of the existence of the charge upon the land devised to the son.
3. That this charge was extinguished by the descent of the title to the land upon the sister, in whose favor the lien was created.
4. That by accepting the devise, the son became personally bound for the payment of the charge, if he refused or omitted to make the relinquishment required of him.
5. That though thus personally bound, the land devised was the primary fund for the payment of the charge, the personal responsibility being only