

to call upon them for an account, proceed nevertheless to state what they believe to have been its annual value during the life of Isaac Spencer, and since his death, and they admit that letters *cum testamento annexo, de bonis non*, on the estate of William have been granted to William A. and John Spencer, two of the defendants.

It appeared by an account passed by Isaac Spencer, as executor of William Spencer, on the 4th of January, 1825, in the Orphans Court of Kent county, that the personal estate of the deceased had been overpaid the sum of \$3,506 16. The assets, according to this account, consisting of the inventory and cash received by the executor, amounted to \$9,886 28.

It also appeared that on the 31st of July, 1835, the additional account of the said Isaac as such executor, returned by William A. and John Spencer, was passed by the Orphans Court, showing an overpayment of \$30,673 21. In this account additional assets to the amount of \$1,285 06 are charged, and besides the overpayment above stated, credit is taken for \$1200 on account of runaway slaves, and for the sum of \$17,534 52 appearing to be due the accountant, Isaac Spencer, as per a contract exhibited and passed by the Orphans Court on the 27th of March, 1825.

The contract on which this credit was claimed, bears date on the 27th of June, 1803, and is signed and sealed by William Spencer and Isaac Spencer. It evidences that Isaac had sold to William certain parcels of land belonging to the former in Queen Anne's county, "Conden," "Conden Renewed," "Crompton," "Pearl," and "Sandy Hurt," for the sum of £2500, bearing interest from the 24th of November, 1802, and fifty cords of wood. Isaac Spencer agreeing to take in part the bond of Nathaniel Peacock for \$2000, "and to receive other good bonds for the balance, payable in 1, 2, 3, 4 and 5 years," on payment of the purchase money the title to be conveyed.

Sundry credits are endorsed upon this contract, the first on the 4th of April, 1804, and the last on the 21st of January, 1822.

The complainants pleaded limitations against this claim, as