

appears to have been stated between the administrator of Wood, and the estate of Harrison, and as the same person does not exclusively represent both estates, and there is consequently no transfer, by operation of law, of the property in the hands of Plummer, as administrator of Wood, to Plummer and Harrison as administrators *de bonis non* of Harrison, it would seem proper that such account should be stated. *Watkins vs. State*, 2 *Gill & Johns.*, 220.

In the accounts passed in the Orphans Court, the executor is charged with various sums for the hire of servants, for rents of the real estate, and for produce made on the land; and as these accounts are, *prima facie*, correct, and as there is no allegation in the cause, that more was received, or ought to have been received, than the sums thus charged, I do not conceive myself authorized, *ex mero motu*, to charge the executor with additional or greater sums upon proof, which appears to have been introduced for a different purpose. These accounts, therefore, I think, should be assumed to be correct, unless directly impeached by allegation and proof.

The fourth exception of the widow, Matilda B. Harrison, I do not think well taken.

Among the provisions made by the testator for his widow, he bequeathed her his negro man Major, to serve her for three years after his decease, at the expiration of which period he was to have the privilege of going to Africa, or remaining here if the law will permit him; and then the will says, "that all the rest of my negroes shall serve my wife, under the direction of my executor, *for the interest of my estate*, for the term of three years," and after that time, and as the negroes attained the ages designated by the testator, they were to have the privilege of going to Africa.

There was a previous devise of real estate to the widow, and an authority given to the executor to sell the residue of the testator's real estate at his discretion; and after the payment of debts, one-third of the proceeds of this residue was likewise given to her. Two thousand dollars of these proceeds were then given to Isabella Thomas, and the balance thereof to the