and in response to the bill, must be taken to be the fact, unless overthrown by two witnesses, or one witness and sufficient circumstances.

The Master is of opinion that this is not a case for the application of that principle of equity evidence.

It is impossible for any man, however cool and unimpassioned he may be, to know exactly how far his judgment would be influenced by a promise so solemnly given as that given by the respondent in this case.

The language of C. J. Marshall, in the case of Clark *vs.* Van Reimsdyk, 9 Cranch, 153, applies: That careful and accurate Judge says: "That either two witnesses, or one witness, with probable circumstances, will be required to outweigh an answer asserting a fact responsive to a bill, is admmitted. But certainly there may be evidence arising from circumstances stronger than the testimony of any single witness. The weight of an answer must also form the nature of evidence depend in some degree on the fact stated. If the defendant assert a fact which is not and cannot be within his knowledge, the nature of his testimony cannot be changed by the positiveness of his assertion. Thus, when the executors say that Clark never gave Monroe authority to take up money or draw bills; when they assert that Reimsdyk, who was in Batavia, did not take this bill on the credit of the owners of the Patterson, but on the sole credit of Benj. Monroe, they assert facts which cannot be within their own knowledge. These traits in the character of testimony must be perceived by the Court, and must be allowed their due weight whether the evidence be given in the form of an answer or a deposition."

The Master is discussing the abstract legal question disclosed by the pleadings, and has no intention to intimate any opinion as to the question whether the lot in question is the best for the purpose or not.

We come, then, to the third question, how is the will to be carried out.