made, should not be disturbed. The language used in the codicils, *giving the sums to Charles and Harriet, shews that by placing those sums in lieu of the negroes he **390** had disposed of, he meant to restore, so far, that previously adjusted apportionment, which he himself had interfered with. But this is not all; for, as if determined that even his creditors, whose rights he knew he could not absolutely control, should not break down the equilibrium which he had established among those objects of his bounty, by taking from one more than another, he declares, that in case the fund set apart for the satisfaction of his creditors should not be sufficient, that then "my executors pay the balance of my debts from my estate generally, and from the rents and profits; and I request and will that they give bond for their payment, and that no administration on my estate be had in the ordinary manner, but that the property devised to my sons and daughters, and my grandson, shall contribute in equal proportion, to the discharge of my debts;" that is, in equal proportion having regard to the actual value of each portion so charged. That this was his intention is clear, from another view of the matter. It must be admitted, that the testator meant, in all events, to give something to each one of those devisees; but if their portions were of unequal value, as they are admitted to be, and they were notwithstanding to contribute share and share alike, then it is clear that if the amount of debts were large, the portion of one might be wholly exhausted, and he might ultimately get nothing, and yet leave a large donation to the others. I am therefore of opinion, that the contribution must be in due proportion to the actual relative value of the whole property given to each one of these devisees. *Harris* v. *Ingledew*, 3 *P. Will.* 98.

But to adjust this proportion, the principal of the sums of money given to Charles and Harriet must be taken into the estimate as parcels of their respective portions; and after those sums, principal and interest, have been charged against the executors who received the assets, and first taken from the fund set apart by the testator for the payment of his debts, as being in fact not properly a part of it, the whole of the residue must be applied, as far as it will go, to the discharge of the testator's debts; and then the several devisees must contribute, as specified, towards the payment of the debts which shall then appear to be unsatisfied.

But it is said, that there remains about one hundred and fifteen acres of land, parcel of the creditors' fund, as yet unsold; consequently *the amount to be made up by contribution from **391** the devisees, cannot be adjusted and determined until that has been sold, and the proceeds brought in and applied in satisfaction of the debts.

It is also represented, that some of the executors have overpaid. According to the course of the Court, in such cases, the executor