

own hand-writing, which appears from the evidence to have been well known to the defendant's witness, who was also present when it was made.

It seems difficult to suppose that a party designing to perpetrate a fraud upon one who could not read, would have placed in his hands the ready means of detection and exposure, which are here exhibited. Surely this willingness of Duvall, thus manifested that the settlement should undergo revision and examination, goes far to relieve the transaction from the appearance of suspicion which, I think upon insufficient grounds, the defendant's counsel has attempted to throw around it.

I do not, therefore, think that the mortgage can be pronounced fraudulent, and therefore void; nor upon collating the settlement with the receipts produced by the defendant, and in view likewise of the parol proof, can my mind be brought to the conclusion, that the defendant is entitled to any additional credits.

There is, however, in my opinion, one correction to be made of the settlement of January, 1834, and that is, in regard to the mode in which the interest was calculated on the debt secured by the mortgage of the 27th November, 1824.

According to the settlement, the interest was charged upon the entire debt, and the several payments applied, first, to pay the interest thus charged, and then to the extinguishment of the principal. This mode of stating the account was, I think, wrong, and must be corrected. Upon examining the mortgage, it will be found that the debt was payable by installments, and that each installment was to be paid at the stipulated period, with interest on that installment, and not on the entire debt, and, therefore, the mode adopted when the settlement was made of charging interest on the whole debt, and applying no part of the respective payments to the reduction of the principal, until the interest on the whole was first paid, was against the terms of the contract, and erroneous.

But as I am fully satisfied, this was the result of inadvertence or of ignorance of the operation of the provisions of the deed, it cannot have the effect of impairing the invalidity of