

John Hillen, of the 18th of October, 1827, again recognised the existence of this debt, and the liability of the property for its payment.

It must be borne in mind, however, that these conveyances, both of them, were executed long before the present Mrs. McClellan executed her release of March, 1834, and it would be manifestly unjust to hold Mrs. Bedford bound by the stipulations of those deeds, and relieve Mrs. McClellan from the operation of her release to her former guardian. In my opinion, there not only is no good reason why Mrs. Bedford should be held liable upon the stipulations of these deeds, and Mrs. McClellan discharged from the effect of her release, but if any discrimination must be made, it should be in favor of the former, and not the latter. Mrs. Bedford had been stripped of all her property under circumstances of foul wrong and imposition, and it is not difficult to suppose she would submit to almost any terms to recover some portion of it. Messrs. Kennedy and Glenn, having a due and proper regard for their own safety, could not have reconveyed the property to her upon any materially different terms. And Mr. Hillen, having become her surcty, was compelled to take a deed which would protect him from danger. Situated thus, we may well understand the considerations which induced Mrs. Bedford to take the deed from Kennedy, Glenn, and Mitchell, and to give the deed to Hillen.

But Mrs. McClellan, in executing the release to her father, on the 12th of March, 1834, was subject to no such influences. She was of competent age. His guardianship had terminated nearly nine years previously, and there was nothing in their relative position at that time which can excite the slightest suspicion that, in releasing him, she was not acting with entire and absolute freedom of will, and with full knowledge of what she was doing.

I hold it, therefore, to be clear, that so long as that release stands, Mrs. McClellan and her husband, the present complainants, cannot be permitted to recover against Mrs. Bedford and those who claim under her, because, by any previous act or covenant on her part, she may have consented that the