

the share or proportion of Basil D. Spalding of this sum, was \$2,516 65. And the arbitrators further awarded, that, upon the payment, by George R. Spalding, of the shares of his co-heirs thus ascertained, they should each convey to him their title to the real estate of their father, and release their interest in his personal estate.

It further appears, that George R. Spalding executed and delivered to the said Basil D. Spalding, his single bill for \$2,163 27, without date, though upon the face of it, bearing interest from the 29th of January, 1835; and by a paper, filed by the defendant, it appears that on the 2d of May, 1836, Basil D. gave to George R. Spalding, a receipt in the following terms: "Received of George R. Spalding, a full consideration for my entire interest in my late father's estate; and do acknowledge myself content with my late mother's will, and do abide thereby." There is also in the record, a deed, dated the 18th of August, 1837, purporting to have been executed by the heirs of George H. Spalding, conveying to the said George R. Spalding for the consideration of \$5,000, as therein expressed, all the interest of the grantors in the real estate of their said father. The genuineness of this deed, so far as relates to all the grantors but Basil D. Spalding, is not controverted. As to him, it is disputed; and independent of the parol evidence, the weight of which is against the deed, so far as he is concerned, there are upon its face marks of suspicion, which, if it were absolutely necessary to decide upon its genuineness, would press heavily in the scale against it.

As, however, I do not think, conceding that the deed was executed by Basil D. Spalding, that it is sufficient to accomplish the purpose for which it was introduced, I do not deem it necessary to express a final opinion in regard to it.

This deed contains an acknowledgment in the body of it of the receipt by the grantors of the consideration-money; and there is, moreover, a receipt, purporting to have been signed by them, appended to it. And this receipt, and that of the 2d of May, 1836, before referred to, are relied upon by the complainants in the first case, as evidence of the full and en-