is in my judgment quite strong enough to destroy a species of evidence so weak and inconclusive as that opposed to it.

The receipt of the 2d of May, 1836, in view of the fact that Basil D. Spalding retained in his possession the single bill of his brother, and the terms in which the receipt is couched, cannot be permitted to have the effect of defeating the claim. It does not profess to have been given for money paid, makes no reference whatever to the obligation in question, but is a mere acknowledgment on the part of Basil D. Spalding, that he had received a full consideration for his interest in the estate of his father. Now it may very well be that he considered the single bill of his brother then delivered to him, or already in his possession, as a full consideration. This obligation was a solemn and binding agreement to pay the money, and might well have been regarded as a satisfactory consideration, not only for the deed, but for the receipt. It would, to be sure, have been more prudent, and more according to the cautious and careful mode of doing business which persons of experience observe, if he had displayed upon the face of the paper the nature of the consideration received by him. But when it is remembered that George R. Spalding, the party to whom it was given, had undertaken to act as the guardian of his brother Basil, a construction upon their transactions unfavorable to the interests of the latter will not be adopted. It is fairly to be inferred from the record, that at the date of this receipt, Basil was scarcely *sui juris*, and in every transaction between him and the person who had acted as his guardian, the Court, if ambiguity or mystery surrounds it, will indulge in no conjecture injurious to the ward. It is for the guardian to offer the explanation and disperse the cloud, and unless he does so, the interpretation must be against him.

It has been remarked, as a circumstance of much force, and strongly tending to show that the money secured by the single bill was not paid when the receipt was given, that the party taking the receipt did not require the surrender of his obligation. But assuming that his carelessness in this respect is not entitled to the weight imputed to it, surely the omission in the