

of payments and advances of said Dugan for him, said Hollins. And the agreement further shows, that the notes endorsed by the testator for the Messrs. Hollins, were from time to time renewed for their accommodation, until the year 1834, when, after their failure, the renewals then maturing were retired, and constitute the vouchers of the claim of the testator filed in the insolvent case of Robert S. Hollins, and that the dividend allowed on this claim, amounting to \$910 54, was received by his executrix after his death.

I am of opinion, that it sufficiently appears from the admissions and the proceedings in the cause, that the testator paid the notes endorsed by him for the Messrs. Hollins in his life, in the years 1833 and 1834, and there is not, as I think, any sufficient proof connecting the transaction with the Franklin Bank with the payment in such way as to show that the money to pay the notes, was borrowed from that institution, even if that would make any difference in the law affecting the case, which may be doubted. The notes were certainly paid by Dugan, the testator, in his lifetime, and in respect of such payment, he presented himself as creditor of the insolvent estate of Robert S. Hollins, and it does not appear to me to be material whether he borrowed the money for the purpose from the bank, and that the debt to the bank was paid after his death by his executrix.

Mr. Dugan lived two years after he paid these notes, and made no alteration in his will. Though the language of the 15th clause is in some respects not free from ambiguity, it seems to me very clear, that when the testator speaks of charging his daughters with the sums which may be paid by his estate on account of the notes referred to, he meant sums which might be paid after his death. The charge was to be made by his executors, which would seem to refer to moneys paid by them after his death.

It can scarcely be supposed he intended that his executors should charge his daughters with moneys which he might pay in his lifetime, for them or their husbands, because he was quite competent to do that himself, and no reason exists, or is shown,