posed of his property among them. He carefully describes the several parcels of property, and the various advantages between which they were to make their election; but in speaking of that property and those advantages there is not the slightest reference to the previously accumulated profits of their specific legacy of negroes then in his hands. No property has been given in lieu of those profits, or as a compensation for them; nor has any thing been placed before these parties in competition with those profits. And, therefore, it cannot be inferred that this claim for the profits of those negroes, which had been then received, and were then in hand, were intended to be embraced within the scope of that election which the testator *William* expected his children to make; for in relation to this doctrine of election, it certainly cannot be so applied as to spell or guess a man out of his property. (*l*)

In equity, where a debtor bequeaths to his creditor a legacy equal to or exceeding the amount of his debt, it may be presumed, in the absence of a contrary intention, that the legacy was meant as a satisfaction for the debt. The rule has not, however met with general approbation, and does not apply where the debt did not exist when the will was made, or where it was upon a negotiable security, which might be then in the hands of a stranger; or where the debt was due upon a current account, the amount of which was unknown to the testator. (*m*) Here the testator might well know that he was accountable to his children for the profits of the legacy of negroes which had been given to them by their grandfather; but there is no reason whatever to believe that he then knew the amount; or from any expression in his will, that he meant any bequest he made them should be considered as a satisfaction of a debt. On the contrary, he expressly refers to the will of the testator *Baruck*, and then distinctly indicates how far what he gave should control or modify any right they might deduce from the will of their grandfather, without the most distant allusion to any claim they had upon him, because of his having

(*l*) Forrester *v.* Cotton, 1 Eden, 532; Blake *v.* Bunbury, 1 Ves. jun. 524; Green *v.* Green, 19 Ves. 667; S. C. 2 Meriv. 93; Tibbits *v.* Tibbits, 4 Cond. Cha. Rep. 148; Hall *v.* Hall, 1 Bland, 130.—(*m*) Rawlins *v.* Powel, 1 P. Will. 298; Jeffs *v.* Wood, 2 P. Will. 130; Thomas *v.* Bennet, 2 P. Will. 343; Fowler *v.* Fowler, 3 P. Will. 353; Mathews *v.* Mathews, 2 Ves. 636; Richardson *v.* Greese, 3 Atk. 65; Hinchcliffe *v.* Hinchcliffe, 3 Ves. 529; Carr *v.* Eastbrooke, 3 Ves. 561; Wathen *v.* Smith, 4 Mad. 325; Partridge *v.* Partridge, 2 H. & J. 63; Edelen *v.* Dent, 2 G. & J. 185.