

any creditors, each should pay their own debts, without the other being liable in anywise for the same; the instrument then set out the various items comprising the fortune of Mrs. *Smith*, consisting of the sums of £1,080, £1,360, (then in the hands of certain persons for her benefit,) and of some household furniture valued at £243 5s., all which sums of money, rights and claims it was agreed should be and remain "*nature de propres*," to her and her heirs "*côté et ligne*." In consideration of the marriage, Mr. *Brown* agreed to settle £100 currency in lieu of dower, and to confirm his wife in case of survivorship in the possession of certain parts of the furniture therein particularly specified. The marriage took effect, and there was issue, the Respondent *David Brown*.

In 1816 Mrs. *Brown* died, and by her Will bequeathed, amongst other things, a legacy of £2,000 to the Respondent; "and as to the rest and residue of all the property belonging to her, at the day of her death, either moveable or immoveable, wheresoever the same might be situate, and to whatever amount it might come to, she gave and devised the same to *John Brown*, her husband, without any exception or reserve, for, and by him, his heirs, and assigns, to do, enjoy, and dispose of the said property, in full property, from the day of her death for ever;" and she appointed her husband sole executor.

Mrs. *Brown* at her death left, besides the Respondent, *David Brown*, the Appellant, *Rosina Ann Smith*, and two other children, by her first husband, minors, to whom *John Brown* (having accepted the office of executor,) was duly appointed tutor and guardian.

In the year 1825, the Appellant, *Rosina Ann Smith*, being then of age, recovered judgment against *John Brown* for the sum of £4,035 1s. 5d. current money of the Province of *Lower Canada*, being the balauce of the account rendered by him of his administration of her property as