

plaintiff's assertion that the defendant purchased this negro child, not for the life of the child, but for the life of Mrs. Lark, because upon the latter hypothesis, he ran great risk of being burdened with the support of the child during its infancy, without the prospect of deriving any advantage from it when old enough to labor. It does not seem very probable that a cautious person would purchase a negro child of tender age for the life of another person, and that person, as we may infer from the evidence, past the meridian of life. But be this as it may, there is certainly nothing in the evidence of force sufficient to break down an answer directly responsive to an interrogatory in the bill; and I must, therefore, consider the case upon the assumption that the defendant intended to purchase, and honestly believed he was purchasing, a slave for life.

The complainants' counsel, to support their title to the aid of the court, rely upon that class of cases by which it has been decided, that a party filling the twofold character of executor and guardian, the law will adjudge his ward's proportion of the property to be in his hands as guardian, after the time limited by law for the settlement of the estate, whether such settlement has or has not been made. *Watkins vs. State, use of Shaw*, 2 G. & J., 220.

This principle is supposed to be applicable to, and decisive of, this case; and that, inasmuch as a final account had actually been passed by Mrs. Lark, and the period allowed by law for the settlement of the estates of deceased persons had elapsed before the sale to Linstead was made, it must be inferred as a matter of law that she was in possession of the property as legatee for life, and that she could only dispose of it in that capacity.

In determining the question of the responsibility of one of two sets of sureties, where one and the same person occupies the double capacity of executor and guardian, it frequently becomes necessary to fix the precise time where the liability of the one ends and the other commences; and no better time could be fixed than that at which the law says the duty of the one shall cease and the other begins. But it by no means fol-