Title to things

Real

by

Devise

In two books

Part 1st
Now for Prob. Evidence may be admitted to contest or explain a Devis.

Every instrument consists of matter of fact, matter of law. The former may be proved on an issue of fact. Ex. Whether the instrument was executed. Whether after exp. it was altered. 1 Vent. 47. 8 Vent. 106.

But matter of Law is not the subject of

an instrument. Not triable by a jury.

Every not provable in a suit. (Brow. 75 note.

A devise is a De. of Law, to be determined

by matters of legal construction (Low. 27.)

The uncertainty of the former gives rise to
tent and equivocation of the latter. FOote.

Hence the rule: That stated declare,

and cannot be proved a evidence to contest.

Some of the devise was in his life, or legacies
there are parts, which, of in the face of
they are not devises. This rule has the
tack to such devises there required to be
written & before the De. of grandch. Brow. 75. 7
vol. 205. 1st. 169. (Low. 60 86. 286. 123. 108. 176. 1. 186. 1. 1200.)

The principle of a devise is absolute.

regularity & give a deviser more property. It some-
times desirable to vary their giving more evidence.
But, devise to A. of the heirs of his body; B. devise to B. of the heirs male of his body. In case that he a day shall not alive to B. devise personal not a moiety for provisions reserved by him or they. Matter of Edge Construction, upon the face of the devise.

(Nov. 475. 2471. 560. 58. 2 217. 278. 216. 277.)

So, if one devises to his wife for life, part of his estate. If not sufficient to prove, that it was intended to be so devised. (Nov. 480. 4 Co 4. 5. 2 Ray. 488. By Clarke. 219.)
So, where a devisee was a co-tenant, written by the testator, was not admitted to prove that the co-tenants, who had purchased, were intended by him to amount to a breach of trust. (Pon. 413, 30 Dec. 232, 30 Eve 333.) In the latter case, that co-tenant could not complain of the illegibility of a devisee, as prescribed by the 21st of January.

So, where one having conv. to sell his estate to his son-in-law, got $1500 less than it was worth, decided $1500, the devisee—Pard. — was not admitted to prove that the devisee was in satisfaction of the conv. (Pon. 6412, 30th 188, 7, 226, 271-

So, as a devisee to the testator's daughter, pardoned to his uncle's daughter, that the devise was not be subject to his husband's debts, was included. (Pon 494, 9 P. W. 316, 180 189, 29th 26, 270

(At 3 service)
Devis.

But as to what are called mali (mali) or mali, they are a law of fact (i.e., as the literal and geographical rules) which is that, if the evidence is admitted to explain the other, the authority binds with the words of the deviser (Pro. 4:7, 8:8, 8:12, 11: 15, 1915, 10:2).

So the rule is to consider consonance of sense, but not to construe the words (Ps. 49:5, 51:5, 5:20, 20:2, 10).

(Compare) Talm. 2:40, Pro. 31:1, Prov. 31:1, Gen. 31:1.

Thus if one devises a trust to his deed (the having two so it of that name), and another 

is used, objects to show that the young son 

was intended, it will will (the same time, 


Is (it) for a patron or a lord, the last taking it over the 

and the maker of the deed, the judge is not 

the other to be dealt if his declarand can 

be proved. (Compare) Talm. 2:40, 20:2, 20:12, 10:1, 20:7, 10:7, 10:7, 10:12, 10:12.

The use of this word with or 10:12, 12, i.e., it is consistent with the word and the ambiguity 

should be said to the proof of evidence. But they may 

be removed by the other kind of tw.
So, devise to A. of the Manor of D. Cheltenham two parcel evidence as mentioned to prove which was, next (Paws. 490. Sat. 155.).

So, as to evidence has been admitted to prove whether an instrument was intended to be a devise or a devise, (Paws. 990. 3d. 106. 117.) by direction of Mr. Scudder to make a will. (Page 2.)—[Underlined, crossed out, and rest of sentence added:]

So, if a devise is made to A., thinking that he is in that case evidence as mentioned to prove that he was not known to the Father. (Paws. 992. Sat. 9d. 117. 126. 130.)—[Underlined, crossed out, and rest of sentence added:]

-- End of text --
Devised.

A devise is always made, said of sufficient
by description, as may be proved by Parol, to
be the person intended. (See 5371, 446, 405, 407.
479, 478, 366, 358, 357, 179, 116, 473, 11 Sec. 245.
178, 67.)

To devise to A's 4 children (A having 6

2 by B. 4 by C.), parol evidence good to show
that the 4 by C. were not. (Sec. 494, 489, 466,
287, 216, (State of R.) and declaration of the

the prov. (Sec. 495, 7).

Same reason.

But a devise to one of the sons of A. (A

having several) is void - parol evidence is
not admissible. Patent ambiguity. Matter
of legal construction. (See 485, 490, 466, 153.
61, 16, 47. 2 sec. 674, 6. - State. 31.)
If the same, given to devisees, applies equally to one person, if the description relates equally to another; it may be proved by proof that the same was actually misspoken, as in 1 K. 6, 10; 1 Cor. 4, 16; 1 Thess. 10, 10. "He shall deliver of the" there being a distinction of the of the. From the name of the 6th, reading Richard, Coram vinum as of the in the case of the shares of sons?

I advised the king's name.

To which testator gave a signature of the which he had by the evidence was allowed to prove that testator knew such a person, ye not to call her by her nickname, 1 Cor. 4, 22, 23, 25.

Now, it might be, if she was known, by ye name growing out of it.

By the twenty-one lines instant printed, I conclude 1 Cor. 4, 14.

So, whereas a devisee was to the 1st of the County of B, and was not in that County, a parish where as was certain the parish, 1 Cor. 4, 22, 23, 25.
So, when a devise is to be construed to mean a
relation, proof evidence must be shewn
that he knew certain facts, as answering
the description; but no further. Hence,


But in the case of


In these cases evidence is now to


64. The word "you" is sometimes construed
to mean a grandchild. (See 7 10.) But if
the same word was intended to apply to a
son, who was an heir, it was not to apply to a
grandchild. (See 501, 67b. 12 Mcq. 319. 17 Mcq.
18 400. 2 Rev. 243. 2 Olm. 63. 2 Sim. 1067.)
As if there is a legacy in the same instant,
to the grand's. (See 7 10.)
Curt evidence "not admits to supply any thing, not written. Ex. $200 to a charity accor-
ding to the will of the. Evidence not ad-
mits, to thus, whose name was intended to
flee the place. (Cor. 502. 246.)
This not be to and to execute by deed. The
untainted is patent.

So where the latter gave directions to hand
all his personal estate, gives to his Eq. if
it was omitted by mistake - evidence of the
mistake not admits. (Cor. 528. 018.)
8 Eq. 11. 416. 5.) Finally, with him, does
not make a will. Two be making a will on
part of one, by shall - instead of claiming it.

As of law equity have also from the
proofs of intrinsic facts, to explain of
Equity in part, as to the quantum of
required, in which the proofs stand with
the word. (Cor. 502. 521.)
I. Proof of testator's circumstances has been admitted, to ascertain the quarterly interest, the import of the term being equivocal.

Ex. Devise of testator's whole estate to... paying testator's debts. To prove, that the personal estate was insufficient to pay them; and that, therefore, a fee must pass, that devisee might sell. (Case 0224.)

The word "estate," being ambiguous, containing nothing definite or certain, is subject to the widest meanings. (Case 54.)

Now settled, that "estate" carries a fee, unless restricted by other words. (Case 162-42.)

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So where the devisee was upon equivocal and... whether a degree of testator's fees? estate took it absolutely or for life only. (Case 0224.)

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Devis.

2. Proof had been admissible, as to the value of the property devised, (on 318. 504, 71, 513.

3. Proof admitted as to the condition (that) family is ascertain the application of a tax, which may be a relict either of purchase or inheritance. (Prov. 30:8, 509.
"and" D. Davis to A. "his children" in his issue. Proof is admitted as to the fact of his having children, and, as to the fact of the devise. If not, an estate that is

400. 450. 295. 242 257 235 225 211 193 176 304 400. 450. 295. 242

Vide. 'H' in words, N. 5.

Evidence admitted as to the state of

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So where the residuary of latter property was not disposed of—Evidence not admissible to show that latter intention was that his Ee. did not have it. 526 Ed. c. 26. 9 H. 5. 2 B. C. & Y. 28 it did & have consideration of legal effect of yr. terms.

That where from the face of the devise, equity raises inference, which is contrary to the legal conclusion arising from its part evidence is admissible to rebut or control the former—i.e. to establish the latter. 524 Ed. 7 B. C. & Y. 26th. 10 H. 52.

The use is about, in your case, not to control y. construction of instrument, but to rebut an inference of EX. 92 in y. favor to that construction; if this, to give effect to yr. letter.
...Devis...
As upon the ground that there appears does not constitute the writing, paid for, and has been admitted to show, that a devise was intended as a performance of a previous agreement, viz., created by manner of estate, to settle & war for an old age. He is bound to his $100, for an old age, to abide, to prove that the devise was intended as a performance of a trust.

Cor. 537, &c. 16, s. 323. [Note.]

...year is not about, nothing being levied less to recover a certain, that is, from the time when the estate, not in law, not in equity, not in privity. He is bound to his old age. After the taking of a charge has been executed by a conveyance of a legal title.

Now, therefore, in all cases to

countant, and point. Ex. One devise his real estate to his df, to wit, to charge the estate, with an annuity, devise it. As, because the Ex. failed to pay it.

Cor. 18, s. 16, &c. 539. [Note.]

...$100 to the second, $200, &c. It is not in privity, not in privity.
of Revocations.

Wills & devises are ambulatory till the testa's death, i.e. not contemporant. Exp. revocable by testa. Pro 550. 4 Bar 2572.

Revocations may be considered under two general views:—
1. As they stood at common law, i.e. before the Engh Stat. of Wills. 

Ist of Revoc. at comm. law.

Revocations at comm. law are of two kinds:
1. Ex prof. 2. By will. Procs 532. .
1st Ex prof. Revoc. at comm. law might be by writing or by parse. Procs 532.

First, by writing. 2nd by a codery or sub.
Finally. By Statute, when having made the deposit, expressly declines, if
prosecution arise in cases where of similar
import. (Ccap. 33, 552. By 310. 4004,
sect. 110. 407.

But in this case, it must be clear
that the words were spoken in no
reasoned. Therefore, where testamentary.
that because the devisees did not die.
It then, he did not have his $200
making no specific reference to his
heirs.)—divided not reckoned. (Ccap. 533,
sect. 115. 407. 51.

As a result, implying no intentions to con
voke in future, do not enact a novel
at any law. By that what shall sit
in law after it. (Ccap. 333, sect. 407,
sect. 407, sect. 308.)—(Same note to day
being the State of a similar expression
in senate, = Sect. 3. 8004. 695.)
2. Revocations at law may be implicit or explicit. An implicit revocation is by some declaratory act, such as declaring that a certain person is no longer to have the benefit of a trust. An explicit revocation is by a writing or other expression of intent to revoke. (See 537, 539.)

First, by some declaratory act. If one, having discretion to a trust, says, as in the example, "I will be the beneficiary," (See 535, 537, 539) such an explicit revocation, because it must do not expressly relate to the trust.

Secondly, an implied revocation may be by a writing or by a change, such as from written instruments. (See 537, 539, 539.)
First—By will, as if we, having made a devise, afterwards retracted it, or icsistent with, but not effectually preventing its being in law. Ex. The devise, his lands to A. Then subject, will to C. And the first devises all his estate to two or if necessary to one of these. (Ex. 235. 306.236. 0.157.30.89206.

Said however that if one devise land to A in a deviser part of the same instrument, devise the same lands to B. Dec. 29, 30. 65.

For 1 to 2, jointly: 1 Edmund. 49. 29th. 374. 56. - But in 2. a shall be held.

Note: in the case of a specific legagy, if a case of latter before second, of which 23. 374, 00 a. 236. 0. 306. 0. 374. 65. 306. 206.
Diverse.

But a subsequent devise (not containing express words of revocation) does not revoke a former one, unless inconsistent with it. Ego, the more fact that a later devise overlays the found by a jury, will not warrant of to in deciding that a former one is revoked by it. For the decision may relate to a right which neither or it may concern the former. (Cf. 551, 541, 359, Holden, 146, 3, 1082240, Coombes. 50, 592, see article 441, 377, 397.)

And tho it is expressly found that the devise is both from the first part of it is not uncertain in that right. (Cf. 594, 341, 497, 2, 1082107, 1082087, 3003.)

Thom. B. 344. - Commentaries, 2, 1082480.
But if it were found that the second devise was inconsistent with disposition made in the first, the picture of
the one may be a reconsideration. See below (pp. 540-541). The
picture of the other may be extended to any one, that, of your first
 devise and this is such a consequence from
of your other devise?

But a distinction is taken, between:


But a distinction is taken, between:
revoking effect of a Codicil, that
of a subsequent devise, in this: that
a Codicil, being part of the will,
does not by its own nature, extend
as an instrument of revocation.

E. diverse of lands to B. trustee, is
a charitable use. By a codicil, it is to
visit, or the same extent, to T. — to the
name 3, 4, 5, 6, (8, 10, 12, 14)
favorite.

(Prov. 14.10, 15.10, 16.6, 17.46, 18.44)

is to that it may effect of the codicil. I

imply to any of the former (Prov. 17.1 14)

WHENEVER it is said by Time a subject

been in a subject, with the former

have been induced, by the time these

have only an the time that

the total

of the subject

of the subject

is a subject

the subject

the subject

subject

The distinction however, another of this
not of the subject; unless one be sub-
by the subject;

of the subject;

of the subject;

The practical difficulty, then, is to

If one makes a record, what is con-

with a former one, in the same

implying, as is a matter of fact, which

furnished the necessity to make a record;

the subject's part of after this death, you

not to state the proof as not necessary.
Devises.

So he the child born is for the same.

(57 R. 49)

A devise, made only in the subsequent birth of a child, only not sufficient. (57 R. 59)

Note from 57 R. 59.

The reason of the rule is, that from such change of circumstances, the devise is presented to have changed to his advantage, as to the disposition of his property. (57 R. 59, 557, 558, Song 31.)
Pierce v. 2

[Handwritten text]

Revere any case written or argued, it is
indispensable to prove, that his intention
was not altered, i.e., to effect the pre-
sumption. For, 'This view allows,' (Pou
50.69, 1 Eq. C. at 410. Doug 11.35. 1 12th-
61. 14. 31. 14. 2 East 590. 592. 4. 55. 60)

Thus in the case of a deliberate
Where, when the lease was marked,


+ father, divorce
he became a.


- father, divorce
he became a.


The intention is to prevent the control
of a party by a trial of the action, but


To show the existence of proof from


The case, fact, or other considerations, must
be proved by evidence of the effect of


The proof that is involved, (read)


Thus the conception was understood.
to the estate. And, evidently, if the, item of the, conception, at his death, took effect, at any of, after, happens, then, wouldn't be so much — yet, his intention, couldn't be displaced, by the fact of, the former case; but in the latter it, might be, (D.T. 1851), but, what legal, effect can a mere intention to revoke, have of this, is an actual revocation?

[Page 541, 2] — / Think, that the whole section, makes, this revocation clear.

What then, is the principal difficulty? According to Mr. Ranger, there is a legal concept, annexed to every deed, at the time of making it, that the deed does not, then, intend, that it shall have effect, of such a total change, as to happen, domestic circumstances, in his interest (D.T. 1851), that section, which is appr. to in the first paragraph, 2 Page 541, 2.

This idea, is any rule, securities, another?
But there has been no case, as yet decided, in which more or less has been held to be a power granted or
of disposition has been of last will to

55 (here not recorded)
But if a woman sole, having made an
1st marriage, it is (by virtue of
that, and) clearly suspended, covering
that of the deed before the lady, it is
revoked. For it is of the essence of a
will, to have, let it be, in the lady's
to revoke, or confirm, it: But (on
to the will) a woman meaning over, or to
renew it, (con 549. 4 Co 51, 114, 129. 31.
1 Bar. 291. & & 673. 180. 1.)

But if the wife survives the husband, it
becomes again good, being it de-

ree of marriage? Records, a summons
can it write (con 549, 121, 23, 20.,
1822.) - Dec. 20, 1822, it is.
1840. 4th. 25. 1890. 25 1893.

& & 673. 180. 1.)

But if the & 25, 1890, 25 1893.
1840. 4th. 25. 1890. 25 1893.

& & 673. 180. 1.)

But if the & 25, 1890, 25 1893.
1840. 4th. 25. 1890. 25 1893.
In 6, it is clear, that the debt is not
affected by these two cases any more
than that of a man & woman, and by
our laws a brother may such as
does during coit (date 1850) 
R
cour 1885. It has been said
of that same cannot, cannot, shal
Tolke at Brinley 7, Dec. 2, 1885.

Becoming more long

But an attract in the natural
of the test of the said and in his
inability of making a reasonable
does not in itself, work a
For after this change he has no
power of recovery. (Pawsey
1857, Egy. E. at 234.)

To mean:

A change of opinion.

Page 7.}

# It is, however, quite
# in the power of a
# woman to refuse
# marriage, but not to 12, in question. The
# repenting in a marriage is of no value, but this relation
# which continues out of legal marriage. It appears of no
2. In all its parts, amounting to an
injurious use, may consist of an re-
+[A omitted]tended failure in the estate
revised. Ten 535, 534, 532.—Ind. 120
Oct. 144.

First of actual attains.

In this case, the rec, is the conse-
quence of a positive act of law, the
situation of tinct. not regarded. not foun-
ded a new pres. change of inten-

+ of any fact con-

stution.

(1) 355, 607, 582. With 574, 183, 1
596. — Excess in the case of recor,
not be an intended attains. 1920 585.
37, 50, 579, 190, 935 (C).
The position rule a principle a fact of law.

to, or there, that as the doctrine must be decided (at the point of time of the death) of the title dividing to the title must remain to the same extent, like the fact.

- consist in 2 or 3 or 4. 0. 5. 4. 3. 0. 6. 4.

- it must be certain.

- actions in law, have been in his.

- the doctrine remains. So it is.

- 130. 5. 70. 1. 2. 4. 1. 236 [84. 18].

- hence, any error in the 20a. between.

- the doctrine, in combination of the.

- which fails it in a. shift. lightly.

- works are complete. hence. Pars. 50.

- 104. 5. 70. 7. 5. 6. 9. 4. 2. 6. 15 9. 8. 5.

- such effect in the remaining by by act of the decision - by act of a. 3. 5.

- by act of a. 5.

- 5. 6. 5. 6. 5.
First: By act of the Devisor.  If by act of the Devisor, to a third person, who

had no interest in the estate, then the devisee.  Sec. 567.

As, if testa. having an absolute title to

land, which was not a tenant for life or

for years, and making an alter in the leg

er title, by retaining the benefic

int. (a equitable title), that acreage of

land, the testa. if he having

devolved land, made a settlement for

to a Stranger, to the use of himself and

the Devisor.  Sec. 567.  For he holds the

testa. by the new title, as a new poss.

sion, which he, Sec. 567.  It shall, Sec. 567.

By 14th sec. 4th, 1st case, 12th, the

order of the 5th.  No 8th.  Sec. 5th.  7th.

Rev. 5th.  Sec. 5th.  2nd.  Sec. 5th.  3rd.
So, if any having devised land, conveys it in fee, then takes a reconveyance of the same land, (Pen 567. Dec. 616. By 143. & Co. 92. 1030. 837. &c.) so that no part, however small, of the land, is free of the estate by which it was conveyed.

The rule is the same, to the conveyance by lease & release, in which case the actual possessor, or successor, is not bound. (Pen 583. 10th 570. 10th 576. By 143. cont.) For the estate is taken in the devisee, as in a general, because.

So, where one, having devised land, in a will, settles it, limiting it to himself, or his children, or their issue, or his issue, with issue, (Pen 589. 1d 490. 2d 12. 399.) and

So no person substituted of land with the use of the same, while in his life, a prior devise of the same land. (Pen 570. 2d 18.) 325. 7 Will 6. 7 Bro. C. 177. 2 Numb. 90.
The following rule applies as well to equitable
estates, as to real estate. As if, in a mortgage,
having been, the equity, of reversion,
it is vested for himself, the duty is to
redeem. (Pol. 572, 2; Co. 241, 577, 803. Thos.
redeem the new covenant.

And a subsequent
interest, in the rate debt, will
enforce as a reverter, even tho’ all
made, it necessary to
redeem.

Ex. Ten. in tail, having devisee, convey,
left for the payment of having a
sufficiency to the use of himself or Jones?
The recovery is sufficient; and the devise
revertive. (Pol. 573, 3 Dec. 188, 3 P. W. 163, 2
Pl. M. 573, 3 Dec. 406, 2 S. Smith 404.)
The money is the same as the last sentence.
(Nowhere examined.)

The intention of the parties, regarded as
being contrary to others, is examined by
- Oct 14th.
So, if a man covenant to buy a

piece of land to the use of such person as

he shall name in his will, it makes

his will, or that being a piece, in per-

formance of his covenant the same is

perfect. *Con. 531. 10B. 849. 10A. 705.

Pac. 341. (Oct. 147.)—
Still further: If a man insists in fee, but supposing that he has only an equal
title, suiting a recovery to confirm
his title, it is recoverable. (Conv. 582, 6, 3
with 583, 2 H. 523.) For he recovers
in the new cause and under possession.
And the rent of the same lease
in ye said specific devise of
for years which are renewable.
by one devise of lease, holding
as afterwards succeeding takes
a new lease of the same land. Pro
589. 2d the 8d. (In ch. 342, s. 2d 589.)
In short, it is this, that precisely
regard, if specifically described, is ascertained by the
parties to the specific devise, and
includes all the land of the
previously mentioned and
involving therein. This is, however, does not depend
on any name printed or in
the form of a description
but on or around y. y. & new land is not with
in violation of y. will.

But leases for years being chattel
int. may half by dev. by the
standing - subject to renewal. If
people would be made for that hour
how + ben. I have all the take notice
I shall have to grant a lease, at
my death. Subject to renewal does
not revoke. (Pos 589, 570, 2d 179,
177. 100. (or 23d. 100. 575.) For a desc
of an after purchased chattel in
it is included by law (of the
pos. 589, 575.)

As of the remain'd lease is not complete
at last's death, the claim is not reco-
very by the successors. Where I find
that was not objected till after last's
death. No reason. (Pos 592. 5d 574, 8d.
But of can hold only in Esq. I feel.)
But a devy of the equitable interest in trust-estate is not revoked by a change of the trustees by颜色 given trust, having devy, cause the trustees to enroll as other trustees, to the same extent. Moreover, in equitably, an equitable estat is not altered by the enrolling of equitable estat, but only by the enrolling of equitable estat is changed.
Devises.

As if most go, having devise, pays up the note, I mention conveying the legal estate to a trustee for most goes, this is no reserve (D.C. 684, 851. N.F. 597). It amounts only to a change of trustee; The equitable interest remaining as if was at the time the devise made.

And it is, in equity, laid down as a great rule that if one having an equitable interest for a devise, it, in law, takes a conveyance of the legal estate, it is not recorded, and it is the equitable estate. (2 D.C. 479. Sec. 311. 3 P. 263. 7 8 9. 4 17.)

Where such instruments taken together constitute but one conveyance, a devise made in the intervening time, between the last of the first and the completion of the last estate not recorded for all the parts taken effect. In such a case, the first instrument is of course, made to sustain a recovery, if a devise made after a conveyance, not recorded, the recovery complete (Ch. 69. 17. 19. 201. 236. 4 13 111. 14 93. 158. 150. 297. 13. 200. 199. 197. 157. 197.) - The reason why there is no reserve in this case, is that the recovery relates to the right conveyed, or that was before the devise.
A partition between two or more co"pariciniors, if confined to the objects is no evasion of a previous duty by one of them. It is an utter ineffectual and useless partition, and it merely ascertains which objects belonged to him. (Rog. 302. Piac. 290, 38. 16. 70. x 15. - 3 Pec. 357. 21 Pec. 790. cont."

Out of the deed of partition evidence to any other object than that of partition merely, it gives rise to a previous suit by or if it contains any further disposition of the estate, (Rog. 123. 1 2 6 6 6. 3 2 3 9. 3 2 3 3 9. 3 4 2. 7 4 5. 7 8 3.)
12. A man having dev. laid makes a deed of grantment of it, without any of secrecy. (Con. 506. Ml. 429. Pt. 106. 1. 4. 8. 4, 4. 3. 7. 2. 1. 4. 8. 9. 9. 3.)

[Blank]

- [Blank]

178. 179. De knowing this.

[Blank]

[Blank]

For such attempt to carry into effect an intention to renew. (Con. 506. 7.)

[Blank]

[Blank]

[Blank]

Also, avoc. of these effects, being your as on a prefered intent to renewing. (Con. 507. 8.) As above may be rebutted by same. He declare his intent, not to renew. (Con. 508. 8. 7. 8. 8. 13. 3.)

And not in the case, does not contravene any other or bring a direct legal effect of it. Indeed, but you merely bring it. No so-called act is actually a fact, unless intention to renew.
If, of a school, a conclusion to one, who cannot, under the agent of her husband, go to his wife (Con. 310, 723) fail, that she cannot be removed from her husband.

As a matter of the 9th day, making a recovery may be in the aid of a Prayer.

Rev. 511, 524, 535, 574.
Title by

But a mortgage, for years only, is never
at law, a mere of a part in fee
respecting
for the term. The new
subject it
is only a cestui
pro tenente. So the
devisee may take immediately, enjoy
the estate. Con 67, Ch. 186, 70,
C. 412. 3d, 3d, 743.) (El.)
Thus, if one die in peace out of the land, and his children carry his body to the land of Israel, they shall bury him in the land of Israel, only they shall not bring him back into his house which he built, nor let him die in his city.

If a man die in a war and his brother goes up to bury him, he shall bury him, but shall not return to his city. This is a law for the children of Israel, that they may not defile the places of the Lord zk by bringing the ashes of a man into the city.

So if one die in the land of Israel, and there is no one to bury him, then shall his nearest of kin bury him, so that his bones may not be exposed on the land. And he shall ask the Levites for the cities of refuge, where they may bury him. If he die out of the land, it shall be done according to the custom of the land.

And when a man dies in a war in the land, neither shall the children of Israel return to bury him in his city. For he shall be as dead in the war, and shall be buried there, where he fell in battle. This is a statute for the children of Israel.
But it's a lease to a stranger's use, and out of time, of a former use, and, yet, it begins to draw of the land when it
was commenced from deceased's death. As a
total recite, to clear and understand the
person, to be, at the same time, 

Section 626, Case 49."

state, to settle debts.

But it's lease to be to commence in

Section 626, Case 49.

According to the case, it cannot all be understood.

2. arts to controversies diminishing
the subject matter.
Devises.

From devises 3 mens to A. & B. then 2
others as to one of them; the first remains
good as to the other two. One devised
lands to his daughter 3 afterw. or 2
more c. settled a part of the same land
upon her. The rest of the residue, as
magnis. Per 627 B. Rob. 672 November
1 Eq. Cant. 912 B. 27 Feb. 77 a 20 B.
Not to stand as comprehended in ye subsequent air
position, ye first standing in statute.

III. Of Three ^'under the English L. of friends. 29 Easter 2. June 1261.

This Stat. shows that no one person
be neckus, otherwise that they become for
vote or council or writing in other writing.
Declining, the same ye of London to
write or call on another person, the same
or another is allowed by some
other vote or council or writing
in the presence of 2 ye men wit
nber, declaring the same. 1. (Note
the request, prescribes in the devising
chapter, Per 47 B.)
It does not affect implied rights to such as are affected by a satisfaction.

It is a condition that such clause as shall be made part of the deed, nor any other, in the event of it being utterly unenforceable, that a declaration of such clause and the date of it shall be inserted in the deed. If the court determines it is necessary to do so, it shall be inserted in the deed. If the court determines it is necessary to do so, it shall be inserted in the deed.
In point of the two first modes of use, the Stat. seems to be only declaratory of the
true law, (Pa. 122) — except, that the
words therein, or codified, in the first branch of
the reciting clause are construed to
mean in the context as will
suffice to make land, within the four dis-
cussing clauses. (Germ. 2d.) (Pa. 182)

Whereas, the instrument, in contempla-
tion of the last branch, [securing of joint
interest in whole, with a codicil] by the reciting
clause, does not prescribe any requisites;
any requisites of same requisites must be
intended as are prescribed in the reciting
clause.
Hence, a distinction between an instrument, intended merely to revoke a prior deed, and one intended to make a new disposition of the same lands, where the revocation is contemplated by the first deed.

The form (i.e., one extended merely to revoke) is to be effective if it strictly comply with the requisites prescribed, either in the revoking clause, or, with those prescribed in the third branch of the revoking clause. (See the requisites, 

5. 657. 3.)

Upon it

the instrument has not to be presented in the deciding clause, it is effectively the third branch of the revoking clause, (see 657. 3.) by its reciting instrument, as well as supported in the presence of a True Witness.

And if it is attended with requisites in the third branch of the revoking clause, it is g. d. according to the third branch (657. 3. 647. 663. 665. 667. 669.) for the instrument of revocation to be valid in presence of True Witness.
for the intention of (insert date)
But a disposing or working clause must not comply with the necessity of both clauses. If it conforms to the disposing clause, the working words are effective, within the first branch of the working clause. Indeed, if you, as a disposing instrument, it gives effect, it works efficaciously to work, by implication, with the words of power, i.e., to work, as at law, and bringing definition inconsistent with the former one. (Rule 162.)

And if it conforms to the third branch of the working clause, it is effectual by bringing of a clause.

As to recover 104 by bringing another, there is only a limitation. (Rule 162) of the same, with the same as at law. (Rule 34.) The form of the more be the basis, unless it be in the work of finding the definition, I consider. (Rule 19, Rule 19, Rule 19.)

To effect a recovery or either of them now it is necessary that the parties be the by testifying, or in his presence, by his direction. (Rule 330.) The words are therefore, i.e., if it remains intelligible. (Rule 58.)
Devise

Of Republication

A dowry is revocable, as well as not naturally destroyed, be received by a subject republic. For being ambulatory the testator's death, it may as well be confirm'd by reversion, or in the words, an act is revocable.

And before the 2d of January, at present declared, other laws to move (see Note,) do tho' some when the republic is now (Note 682.)

I. Of Republication, at least. II. As they stand since the Act of 1745.

I. At some point, republics are much favored, if the law might come to effect a redemption (see 682. 3.)
This is one of the laws of the land, but purchase other land, to their minds, and by action, to deliver his state, it to be a republic, a very land so purchased, to be kept by it.
(Por 682, 683, 684, Op. 190, 261, Mol. 685, 686)
St. 345, 416, 2 Chow 48, 1 Mol. 82, 3.

So, if one having divided all his land to his Exp 2, afterward purchased other lands, shall be applied to, to sell them, I will reply "So, they shall go with my other land to my Exp," the Spec. 43 thence published, to be kept the land, this time divided. (Por 683, 4, Por 8, 499, Mol 404.
26th. A. 142. 1 Thess. 264, 2 Clem. 209.

A28, according to an report of the case, 25th, the his last saying an application, as before, they will do it in a Pop in my state, and holmes, staff. (Por 685, 9 Mol. 209.
So, these words, "I will in the hands of the people," shall stand, have been holding different. (Rom. 6:5. v. 2 Thess. 4:8. - 1 Thess. 4:6.)

So, any act, subservient to the views of a deposed king, having an intent that it shall appear a revolution, an amendment to a republic. (Rom. 6:16.

1 Thess. 4:6. By delivering it among us token of such intent.

So, this subject, subsequent to the act of republic, was held to be a voluntary. (Rom. 6:17. v. 1 Thess. 4:10.)

The subject then had no double effect of revoking the act of republic, an act of the commonwealth, and establishing the state of the people, last by last, of fragment were executed according to the state.
But the former appointment gave rise to a growing of a bugbear, was here to be no republic unless of land, as in 656, 1 Rob. 618, 8. 829. It was not, being common to all the in size of

paragraphs. However, it has been held that the former appointment was of a council, taking no notice of the duty of being a republic. In Con. Because the very act shows that the city contemplated the duty as the

annexed. (Pens 584, 657, 673, 668, 3 227, 130, 3 265, 168, 2 366, 407. Con. 2, 494, 2, 356, 6, 458, 125.) When the council met, the

advancing) and a council is a relative thing, always pre-supposing an existing will.

By Stat. 213, 132, 130, 198, 141, the 161, 227, 170, 322, 125, 407.

the latter opinion seems to be, that the mere act of a council (to the end of giving notice) bears it relates to just proper only, which

at Con. Law.
Neither the English Act of 1893 nor our own makes any express provision, with respect to the republic of 1801.

But as the effect of a republic's existence is that of rendering the post useless, it is obvious that no adequate or certain cause must arise to a republic that a part of East Indies to comply with the terms prescribed by the Statute, i.e., only accompany with the requisites of a State. (Cochrane 664, 686, Nunn 329, 72, 165, 166, 167, 96, 97, 98, Bannat 192.)

If, under the existing circumstances, the republic, being free, are at an event (Cochrane 664, 5686, Nunn 329, Cochrane 84.

Same rule in Cus (4, 5, 6), are. indent at 19, indent 150, (cont. 19, indent 12, 1).
The Codirect (says Col.) can amount to a respectable limit if it comply with the "form" or "the signature published by the author in the presence of 3 witnesses." (Rev. 174, cit. Com. 381, 180, 180, vol. 48, p. 293, ante 22) - 1 Vol. 1440.

12. Must the testator sign in the presence of the witnesses? This will be necessary in the right case. (Page 25.) The case, cited from Gen. 14, 19, I refer not as a warrant for the position. The Codirect 174, this case, 1440, not being, but such as not assigned necessary. - And it might be taken for granted, by evaders, that, if the Codirect were substituted, & the testator's presence; The there is no print made, nor notion taken, of the right between testator's signature in will, right, presence not being required in the dying.
So also, by the latter position, every estate will be at issue, until the 19th, and if not actually arbitrated, then the decision of person, profit, only will amount to a republic or a republic, according to...

For the deed that was made, the new... by inference a contrary giving reasoning... my opinion, but... (Page 188, 9th, 19th).

Contr. 7 Rep. 38, 48, 9th, 6th, 68th. 6th, 5th.
The effect of a republic is to give the
vote a new value, so that the vote
of the public, with considerable
such profit, shall such persons, as it is
have comprehended of might, made at.

The issue of republics, (con. 57, 4, 68, comp. 108. 5, 8, 18. 6. 16. 6, 0.) Whereas it
does not published, once, except to order
the, which latter was not at a time
of making it, (26. 4, 0, 52, 1, 21, 7. 204, comp. 180. 127, 1.) and is continued, with reference to a
state of things, then existing.

Note 765.4.
In the text of 12,
the original state of
the matter.

The general rule that...
So, if having devised "all" his real estate, he purchased more land, & then was
repuhlished, (Pouw 674. Con. 231. Will 71. 770. Stock 48. 71. 492. 1%.)
264.

having

So, if one devise land to his son A., who dies
afterwards has another son
of the same name; this republishes
the latter to take. (Pouw 675. 12. 19.
W. 275. 9 X. 849. S. Co. 65.) But without a
republish 4th letter nor could 4th take.

So, if one devise land to his daughter
be "not to be subject to any estate
of her husb. (she being having a husb.)
after the husb. death, republishing the
as part of the husb. estate. If
the 4th. 7 X. 849. The restriction extends to any subsequent husb.
not men taken. D. T. Co. 103.
But the effect of a republic, so tends no further, than to give power of the due, the same duties, as they to have had, of again writing, at times of republic. For op. 58, 4154.

Hence, if one deed, called Blacker, once, by them purchased land, calling Whiteacre, reprehensible, with one, not paid, to, if having done all his land in 17, he purchases other land to B., & reprehensible, the latter never not paid. (Proc. 69, 684.)—The words to not complete kind it.

Hence also, words were, in the sight, due as words of limitation, exacted by a description, he made to speak, as words of purchase, or description. Proc. 670.
Devises.

Thus if one devise a legacy of his 

love, & after his death republishes,


who is dead) under the law of God, 

is equivalent to the devise of that 

inter est. It is an imperfect talent.

So, where one, having devise left to his 

son A. to give to N. again to his grand- 

son B. republishes after the son's death, 

it was decreed that the grandson B. 

not take the land. For the latter having 

what the former gave to the third, that 

he did not enter to designate himself 

due by the words "son." (Prov. 6:20. 3:34. 


63. A. 115. 112.

Note. Tesla's intention is to be understood from a reference to the facts of things existing at the time of making the estate, not of his death. (Will 297. 

Tit. 4:6. 1 Thes. 5:8.
A codicil may republish a devise as to part of the subject matter only. Suppose having devise his real estate to two, and to act as to part of the estate by settling what part upon any of three, then by codicil confirm it, subject to the settlement. withhold that the other part should go to the two? P. 679, 680, 2 B. 6: 229.

But a codicil cannot give a right
that does not exist or belong to it. The device
that it is true, and in the same case, in which it was at its inception (Pon. 632, 633, 1 B. 6: 227).

Hence, if the devise itself is not valid, to
according to the devise a codicil,
which is this specific, will not con
from it (Pon. 632, 633, 634, 1 B. 6: 227).

But the end is not decisive of the
action. The law is.

23, 2: 27.
An estate may be repurchased by 

a minor or by a minor who

is at least of full age, or

in which he comes of age, no party

of a day. — (Con. 680. 156. 163. 164. 589.)

(Repeal of 1575.
Nothing which does not amount to a republic at law, will amount to it in Equity. (Dou 637, Comp. 102.)

Of the jurisdiction of courts as to devises.

The Ecclesiastical law in Eng. have no jurisdiction over devises of lands by (Dou 635,) and a prohibition lest they prevent from proceeding by prob. of devises. (Dou 688, 3 B. & C. 32, 12 Geo. 2. 207, 2 B. & C. 306, 2 B. & C. 615, 616, 2 East 557. 8 L. Ed. 315.)
But now if the same instrument contains a devise of land, or a legacy of
chattels, it may be proved in these cases,
for it is necessary, as to the present estate,
but the property is, as to the real estate,
as absent, not to be at Cox, land, No,
089, 705, 703, 7 East 557, 5, 100, 315, 158,
141, 650, 900, East 248, 17, 732, Cox
5, 048, Mount 180, 50, 553, 3, 456, 600,
20. (as to present property, it is conclusive)

2.6.4.2.1 (as to present property, it is conclusive)

In C. devises, as well as wills, are pro-
vided by the Act of Probate — But an ap-
plication to the Prob. C. his from their decree,
the course of Probate is accorded. If the continuance of Probate is affirmed, as further proceedings are had of not, the cause is
where directions to the judge to conform
to the decision of the Act above, Act 27.
St. C. 131, 134. (Page)

But the continuance of the court of Probate
is not necessarily done, if said above, Act
37, 31.
But there is no such appeal as any question of title to real estate the sentence of the Ct. is not on such an issue or such a case. The law a priori may immediately decide the Con. law and sentence of Prob. notwithstanding.

The division of an estate is taken in title, under the order of Prob. it is the property of the intestate, unless it is shown, or appears, to be erroneous, but has no effect on the decision of same. A. R. 2. 3375.

A Ct. of Ch. will not sit aside a devise when a suggestion of fraud is made of it. For if the suggestion is true, it is not to be kept out, the doctrine of the Ct. is to be true at law, by a jury, or in the House, division and incorporation. (Cox 70. 694. 564. 570.)

The issue on a deed. (Hin 692 3d. 720.)

For it, excepting 79, has not arisen a deed, at law.
existence of the debt is not questioned, but the debt, if proved, was held for the benefit of the party aggrieved. The power of jurisdiction is distinct from that over the debt itself, it is over the conscience of the debtor (Con 661, 766; 1092) to relieve him, if a decree, contemptuous to relieve the party aggrieved, to relieve by a decree, contemptuous, contumacious, contemptuous,

Thus, if I agree to give 10,000 lbs. of

debts or consid. of 12,000 lbs. to

his, or the debts are paid, if he pays

made a trustee for his heir for the

balance of conscience, which in Eq. 2

is a fraud. Const. 661, 1026. 1278. 2

Dec. 617. 970.

On the same principle, it is held, on the other hand, that if a man, being about to provide for his

young children, is deprived of

doing it by the law, proceeding to

the same, providing the heir is complete

able to pay, to perform his agreement

(Bow 470; 602; 37; 4. - 1278)

Nor, then, is his devise, I think, void, in order, to prevent fraud.
Devised.

...and where one lot of land is to be exchanged for another lot of land. As for college land, if the college were not in the city, they decided that it should have the land included in the exchange. (Compare 699, 2 Nov. 534.) The device only gave the college one tract, but the last is designed for him.

In your question, arising partly on the words of a deed and to be decided at large. But Coll now decide questions of this kind, if there are circumstances which require it. (Compare 699, 28 Dec. 290.) In that case claim, merely written, is quick and, drafty done.

When the new devise and not the old devise was out of City, that Coll make the one to direct the applicant not, so that a fair wording may not be included - 3. The Coll. may direct, that one of the parties shall not use, etc., such a word as unwarrantable, unreasonable, etc., so that the make of the Coll. a copy, instead of the draft done by Coll. 2001, 23(2) 206.
Title by

of giving a Devise in Devise at Saco.

The best proof of a Devise is contained in the instrument itself, as appears clearly by the law, as in many cases (Paw. 705) &c., where no claim is to be made on a devise, unless upon a bill of sale, exhibited by the devisee (Paw. 715). Where the devisee, it was held, to be no devise (Paw. 378. 42d. 35. 71. 12c. 174. 68e. 379.)—in express contrary to law.

an example not to be done.
So, an instrument executed in the great seal, is as to the same effect, as a grant in perpetuity (Paw. 732. 8th. 36. 71.) He being only to give.
And it seems, that if a deposition
in Dep. by order of the city, a copy of
is made, and for it is a note of the
where the Dep. in which it lodge,
has paid a copy on a subject matter,
may be ad. Pro. 70. P. 11. p. 11.

Is not this the constant practice
in C. or appeals from probate? And
consider, if your statement—unless
it is verified?

One of proofs of the act was requir-
ed that must be proved by a subscrib-
ing act, and in either of these is living
(Prom. 708). This is a fact, not prov-
able, in its own nature, by copy. For
we is not only at the content.

If there had been a prob of the will
in Dep. is not that conclusion in? as
to the fact. Copy — Copying.
Devises.

The law, however, one of the witnesses is said to prove, what all have finished. By (name) must be able to testify, not that the facts exist, but that the person deposed, in the witness's presence, but also, that the others did the same. Lucas, he does not fully prove in Ex. On his thesis testing the devi's capacity to attest. (Prov. 708, 70, 718, 70, 60, 41, 12, 1284. (Ezop, loc. cit., 28).

And this, the witnesses are all present, it is not necessary that they all testify to the fact of test's existence. Establishing the witness. If it were an obsolete witness, might defeat the devise. Prov. 709, 710, 710, 742.

But if one of the bystanders refuses to devise, it would signify is proved and lack of his attention. (Prov. 709, 710, 710, 713).
And the subscribing witnesses are also bound to deny the facts, which form the face of the instrument, they might be made to have attested. Crowed, 79. 1091. C. 365. 6 Bar. 2224.

Dr. Their own attestation to the act's sanity in his signing. Pate 1, 3, 240, 241

20. But, the testimony of the subscribing witness is not conclusive. And, if they did deny even their own subscription, the deed might continue to be by other witnesses. Some rules as to the act's sanity up to (1297) 5th. Jar. 1093. 1091. C. 365. Bull. 284.

But it does require a written notice, written in the act, to which it is attached, without attorn. The 2d. part 1st. of 1st. Brine. 2d. rule requiring that the written notice be in the act. The testimony

On the other hand, there is no matter of the deed is not conclusive. The real. They may contradict them. Kan. 715, 710. 1891. 73. 280. 265

20
But a ct. of Clty will not decide an issue to try the sanctity of testa where the subscribing witnesses swear that he was sane, unless the suggestion to the contrary is supported by some direct evi. (Pope p. 231. art. 359.)
Of Proving a devise in Chancery.

It is usual, in Eng., when a title be
formally
of est[ate] depends upon a written
+ test of the devise or upon any proof of it in pr
testamentary or testament.

The probate of a devise in Eng. is, in effect, conclusive upon all persons, whether it be covered or not, after the device, attempt to controvert it, by an affidavit of the devise or any other, or, after the device, attempt to controvert it, by an affidavit of the devise or any other.

The probate of a devise in Eng. is, in effect, conclusive upon all persons, whether it be covered or not, after the device, attempt to controvert it, by an affidavit of the devise or any other.

But Ch., will not declare a devise proved unless the heir is forthcoming, i.e., to be proved (Ch. 14, 2 and 17) for his title, or a devise, unless it is impossible to contest it.
A device.

A device is not necessary, however, in order to establish a particular chain under it, even in Egy. (Parry 15, plate 16, p. 197. - See Evidence 74).

And tho' the heir voluntarily makes default, yet if due will not be declared to be proved, if contested. Proof must be made, no if it were contested. (Par. 713. 3 used 27.) (Thy eff. a defect does not confess, ye truth of a bill, when a far. closure by ye shift is printed).

The proof of a death is of the utmost case. In case the testimony is concluded, it is an established practice, in cases of accused, able to practice on, even to deceive a jury. and all is, unless all is observed, the conclusion that all, as a witness, before the is concluded. (Par. 718. 16th. 216, 18th. 77. (See Evidence 74).
The practice of 3rd Ed. of Gorge is to declare a false former on the oath of one of the witnesses. (R. & S. 118.)

And the rule is the same in Eng. law. The oath of the witnesses is enough to justify. This hand writing cannot be proved. For it is not produced to be one of the papers of the party claiming to obtain his case. Croly 200, 209. R. 27, Scott, 79. N. 4, King. 20.
Deprive.

When a commission issues from Day to take Effect to prove a deed, the 7th itself is sometimes deliver'd of the proper office, as security given to some honest men. Day has properly reneg'd his note, to deliver it, or security. - Prov 31:3. Deut 9:1 1 pet 62:7, 2 pet 62:7, and 2 pet 610.

A Bill to perpetuate the testimony of witnesses to the state of a lunatic will not lie in his idle times. The lunatic may recover, provided, 23:4, Pro 3:125 pet 12:1, 1 pet 23:4, 1 pet 23:3.