Reeve, Tapping
Real Property by Samuel C. L. Doe.

Real and personal things are meant by common law meant the subject of property. Two kinds, real and personal.

Real things are not meant any real estate interest one may have in things real, but in the things themselves.

Personal things are either permanent and immovable.

All other things are personal, but this

last division includes chattel real to which is meant a person's interest in a thing real—26 C102 885 287 202 etc., etc., etc., etc.

These include liensments and heritable

ments, whatever does not fall under the legal notion of real and personal.

Land includes all things of a permanent and substantial nature.

Lienments means anything which are of a permanent nature which may be hidden—corporate and incorporeal.

To mean the permanent things not substantial 307 10 253 305 17.
Heredaments includes whatever may be inherited—no matter whether corporeal or incorporeal—
An heirloom is some personal chattel which by custom is inheritable—
this is a hereditament—on a condition the benefice of which is determinable

8 Co 2 2 B 819.

2 kinds of Heredaments

Corporal and Incorporeal

Corporal consist of substantial and permanent objects and includes whatever may be included under the word land—which includes waters, buildings, and structures on that land.
Some a conveyance of land over which stands a building conveys the building unless some reservation is made
Jane 21st 2 B 8 7th 8th

No action will be to recover a particular piece of water because it is of bounding—
2 B 8 18—
8. Real Property

Land extends upward and downwards indefinitely in its legal acceptation.
A conveyance of land carries with it all minerals and under as wood and
the earth 2 15 B 15°.

But all these conveyances may be
made without conveying the land.

All that is conveyed by water is a
right

of Febrary.

An incorporeal hereditament is a right
conveying out of some corporeal thing whether
real or personal or concerning to or ensuable within the same.

Thus right of rent issuing out of land is
an incorporeal right. 12 14 2 25 2 5 28 20 2

A right of way is called a servitude.
There is a difference between the right and
the profit since the latter may be money.

and therefore corporeal— the right itself
cannot be seen or touched since it
is always invisible.
Real Property

The same distinction holds in this theory of the
sea as in navigable as to high and low water
mark—boundaries upon the sea are
used upon the high water mark

A Des. in Lds. 45.167. Aye. 32.6. A. Robinson
in our court of error—Blackstone commenting

Estate in land incumbrants and heir at law

Freehold Inheritance

An estate is the interest one has in

larval incumbrants and heir at law

It has been said that estate comprehends
both land and interest—say lord deo

Vice 17. 10. 15. 18. 21 11

May 25 8. 2 Th. 89. 2 Tim. 35. 5. 3 M. 241. 4
Ph. 2:13. 8:14.

The word estate used herein, we express
the whole interest and output

It does always express the whole interest and
output unless some other words, shown

reservation.

The quantity of interest that a tenant
has is measured by its duration.

That estate which remains after the longest
is the greatest one, vice versa.
Real Property

And now upon the division of Feudal
of Inheritances and Feudal not of
Inheritances

A Feudal is one which by common

law, equity, or in corporation

property by something which is never

called is necessary to make a legal

conveyance. — 2 B. & C. 107

Estate of Feudals are either of inheritan-

or not of inheritan-

Estate of Inheritances are divided into

Estate of inheritances absolute and an estat-

of inheritances limited

An estate of inheritances absolute is a section

bene to it and his heirs — 2 B. & C. 104

The word Lee is the same as the word

Free or Fee which is taken in contradis-

tinction to allotum-

An estate always held of some superior —

Allodium estate is that which is held

of no superior. The King only holds

the 2 B. & C. 107, 108.
Real Property

The word "fee" is used in two distinct contexts.

1. In the context of continuous or perpetual estate, and it is not in conditional tenancy. 
   (2 B 107)

2. In the context of any estate in reversion or remainder.

"Fee" and "feoffment" are in meaning.

(2 B 107)

A "fee" in this sense may be had in corporeal or incorporeal hereditament.

"Domain" means the corporeal object itself in which a person has an entire estate.

General maxim: the "reversion" must always vest or rest in somebody and not be in obedience or expectancy in all kinds of tenements and hereditaments.

(2 B 6107 and 2 B 6207, 1050)

267th century

2 Latrobe Wednesday November 5th 1831

The simple can never be in obedience but must vest in some person.

If a grant is made to a corp. reversion and the successor says Blackstone the fee simple be in obedience re 20.
4. Being the son or grandson of a qrantee, his heirs shall receive his interest in the grant. The heir is not heir to the property, but in the latter case it is not in abeyance. The whole is given to the corporation; therefore the whole fee is vested in the corporation and cannot be set at en rem. There can be no abeyance.

236. 157 Littleton ii. 256.

And if it is not wholly given it remains in the grantor and is not in abeyance, or if it vests in some person under the grantor.

Again, say Blackstone the fee is in abeyance, after the death of the person before his successor is named—but in this case says Eyre, if an estate back for the time being be the grantor—yet the person after the death of his successor may recover back all the rents to that time during the vacancy. For without it appeared it could not have been in abeyance.
In the creation of a fee simple or in any state of inheritance the
word "heir" or "heirs" is used. This word is in the legal sense a necessary
notation and is the only word in a grant which expresses the quantity of estate.
The word "heir" by common law is not necessary to show any right in the grantee to
the estate the ancestor lapsed.

A grant to A and his assigns or her assigns forever is only an estate for life.
This arose from feudal strictness since the grant was always subject
to be made for some personal service of the grantor to the grantee, or would never pass
without some obligation in the grantee. (See 108-109.)

But when the word "heir" is used, the words of peculiarity are not necessary
to make the estate in fee simple although such is usually used in all deeds or
grants—some authorities. (See 107-108.)
10 Real Property: the real bein necessary as to Devise—here more liberality is allowed in the construction and is grounded upon the favour which the law allows to a man not will and Testament—since a man often devises "in extremis."

Thus the grant "I give to A blank acre in Feesimple convey only a life estate—but in device Dillon for his it conveys an estate of inheritance in fee—Cons 669—2 B 1 108—Simple.

If in a grant a man give to A forever blank acre—this is only a life estate.

Yet a devise without words of fee—FE

...
The words "Give all my estate" give all I have to it more or less.

It has been held that "all my estate" conveys with a local description, gives and conveys only the object—but the authorities differ on this and consider it as something less than an intestate's interest. The 21st. A.D. 1815.

"I give all my estate in the occupation of A. B. the owner. In consideration of convey, only the life estate—because he gives only what he possesses in a life estate even at his own words—in the occupation of A."

"Give all my real estate" denotes the whole in fullest 228-9
To say of Burton: I give all I am worth; you a fee simple I had I have a fee simple because I give all I have—more than £37 8s. 6d.

An legacy in Divers may signify a real estate and where the words are manifest may convey a fee simple.

Longman 391 Rev. Will. 181

Burr 2061 2 Gent. 37 note 1; Th. 2115

It has lately been Q. 25 whether an heir in his Testament conveys an estate to be Mr. Green thinks not—because the word denotes only the right in the thing and not the thing itself.

25th 39th 8s. 6d. 175th 8s. 6d.

Boe & Jaff 558

I give and devise my lands to the

having a gross sum of 1000 this

will convey a fee simple—because

otherwise he might be a lesser as he

might pay today and have tomorrow

and so on if he look only for his mere property.
Another conception in fines and recovery

the word "heir" is not necessary to convey
a fee because the fee is made by actual
operation of law

236 191-354 367

So in grants to a corporation.

The word "heir" is not necessary
as it is improper—succession is the
better word—because the word heir would
give the inheritance to the heir of the sole cor-

23 ce 219

porator himself.

do to a corporation agree with the words
"heir" and "successor" are useless
because when one grants to another
without any limitation the perfect
guarantee to hold during life but
a corporation lives forever "cry".

236 191 23 236 199

A grant of land to the heirs will convey
a free and simple reversion without

for the same reason. When a grantee

here is no corporation.
Corporation he never dies - Real Property

With reference to the word heirs

2. Here is a general mode of limitation

2. If an estate is limited to A for life, with remainder to his heirs, etc. it takes a fee simple, but if it was limited to the heirs of his body, he takes only an estate tail - but this relates to the conception of the grantor.

To A for life - remainder to B, remainder to the heirs of the body of A. It takes a fee subject to the intermediate remainder

To A for life - remainder to B, remainder to the heirs of the body of A. It takes an estate tail subject as above to the intermediate estate

To A for life remainder to his heirs. The simple vest immediately in possession of A.
...
If a devise is made to the heirs of A, then
convey no estate to the heirs unless
A die before the testator this creates
an estate called a contingent remainder
Act 818 * Elr 13340 Elr 818 14th

But if in a devise the word heir is used
accompanied with such other words
as shew that the word heir was
descriptive of the persons or as a
word of issuance the heirs may
take as heirs

of a devise to the heirs of A non-living
Act 818 * Elr 8330 1 PM 829 2-6 1 42 21

A devise to B as see provided that
B shall never arrive as devisee if
then move on well and void

1 Act 818 * 85 Elr 67 523 32 9th
13. Real Property kind of estates

Unlimited fees are such estates in
Duration of an estate contingent with some
qualification.

2 kinds - 2 kinds - and possession
at which have become by the statute
in Donis event pretul

A fee simple which has some
qualification annexed to it and
must determine when the quali-
fication determines.

[Signature - 26-29-80109]

A fee conditional by law in one which
is restrained to some particular
uses of the grantee. Then
this by common law can descend
only to heirences.

B 0109

This is so called because of the con-
dition, which if the devisee or grant
is without heirs the land reverts
1. Real Property

2. 1870-241

3. As seen

4. He desired

In the construction of this grant, should it be

5. For grantee, had to see the condition in

6. Some respects was performed as to

7. 1. If he had cause it became absolute upon

8. to enable heirs to alienate and so

9. deprive the grantor

10. 2. For the purpose of extinguishing the

11. estate for perfection for the occasion of

12. the grantee

13. 3. As to bind the issue and encumber

14. the land 1865 10th 2 and 1865 4th

15. And not absolute as to all instances

16. For if the grantee had issue and did

17. not alienate and the heirs died before

18. the grantee, the land will revert to

19. the grantor

20. 2 1870-111

21. If he died leaving issue it converted

22. On the into absolute
2. Real Property - estates de dimes.

But the three before mentioned rules, there were a third occasion of the will of the grantor hence arose the

Contribute de dimes which enacted that the will of the grantor should be observed and if there were no heir the land should revert back and do could not be altered.

On the construction of this statute, the judges held that the will of the heirs was no performance of the condition— and that the interest to be divided into three kinds other

1. The life estate to the grantor
2. Estate taken to his heirs
3. Remainder expectancy on the failure of heirs to the grantor

2 B 112 - 2 Loyo 180 - 3 Mont 202

The estate originated in the statute de

dimes and unknown by the common

day— till certified that 18
2/5 Real Property

The only word in the word in the statute which denotis the subject of the
property is tenement hence a
tenure can be made in all real property and in some corporeal property.
No remainder admitted being limited
in forever because the houros devoted
the person of the grantor and is not
a tenement

No remainder is tenfore after an annuity.

A mere personal chattel is entitled for
one grants a personal estate to A
and his heirs of this body. A has an
real legal right to it absolutely.

The rule that a chattel personal cannot
be entwined is only true where the thing
is limited.

Writs in an estatic real which by construction
will create an estate tail.
22. Real property
will in in personal chattels in a
remainder in their chattels after a
life estate and their issue from the
laws of inheritance.

From 3 PM 2594 PM 195
180° T 21 B 21° 5' 48"

An estate tail may be created by implication.

An limitation to A and if he dies without
issue remainder to B.

But an estate tail is never created by im-
plification in a deed though it may be
in a devise.

3 11° 53' 2" PM 195° 34' 39"

Earth B 32° 25° 6° 8° 1° 7° 3°

If A devours to B and his heirs forever
and if he dies without heirs remainder
to B—here B takes an estate tail—
because here the word tail is not
used in their proper meaning.

2 14° 47' 17° 5° 30° 30°

And if a man devours to his A and his
heirs forever but if he dies without
heirs remainder to B—here A takes
and estate tail if his colonizers

26 Real property does not operate —
because builtthey means being general

Gen. 234 5 Th. 836 3 Th. 146 6 Th. 6730 7

Gen. or Special estate laid —
also half male general male female

general - half male Special —

female special —

limitation

in the case of half male — the descent

must be divided by heirs male wholly,

and so on the contrary in the case

of limitation of half female the descent

must be divided through the female

with text on 24th. Ch. 425th.

also on cleric or real property

which in my humble opinion is far

superior to any other treatise existant —

22th

some other mode of appropriation

the word they is necessary to create an estate
tail — heir of the body — confine the heirs
to a particular descent.

Int. 20th. 2B 0114-15 381
Real property, what meaning to words in the same.

Otherwise, mere of inheritance and a word of appropriation are omitted, a fiction will not pass.

Thus a grant to and the issue of his body does not create an estate for (or to it and his issue) to A and his issue, to A and his issue, or to A and his off-

spring—or all those cases and table only an estate for life.

But Contra—A grant to A and his heirs male conveys to A a fee simple because there is no word of appropriation.

Heirs male do not mean general.

And therefore you cannot convey to A and his heirs female or heirs female for this penknife at law.

The heirs male and female is by construction conceived to be

superfluous this hereafter.

B0116 At Last on 31st June 1738.
5 Th. 38th
The words must be taken most strongly by against the grantor and against this principle the court considers the aforesaid granting.

A grant to the king and his heirs male or female for voice because you cannot contain the said strongly again but in the king.

But A devise in the same words unto A and his heirs male will convey a fee tail because this seems to be the intention of the grantor 5 Th. 35.8th Doug. 322. 2 B. 116 38th

And by devise and estate may be created without the word heirs. Thus to A and his Probecity convey a fee tail.

N. Th. 347th. 2 B. 166. 38th

the word children

Devise to A and his children, if having no children at the time.
26. Most property was necessary to make amount of the devise A table and estate tail
because it is manifest that the children cannot should take an estate some way or other— they cannot take as joint tenants nor in remainder not as joint tenants because they would receive as defendants men because this was evidently contrary to the intention of the grantor.

But under the devise to A and his children the devise to children they take as joint tenants with the father A—in the former case they could not take in the same manner because they would not in

Only the children that were in case can take as joint tenants—

Contrary one devises to A and after his death to his children he then
27. Real Property - notes children, estate tail takes an estate for life and they take a life estate in remainder as purchasers unless the words in this case is a word of purchase.

[Illegible text]

28. In this case the after born children will take in remainder with those that were in esse at the time of the devise.

Even in this case the estate is not to be given as an immediate estate but as a remainder which seems to be intended to include all the after born heirs.

Cent. 1809. 364 - in point or relative.

A devise rest and after the death to her children he having no children in use the rule is the same - all the children will take in remainder after the life estate of A.

39th § A and B - Monroe 26th - copy 847.

25. Whether in this case an estate tail or an estate in remainder - Dooke 45 - Doodle 45 - Boodle 45 - Doodle 45 - Doodle 45 - Doodle 45.
An estate tail - heir male.

Of an estate tail male and the heir.

Female of his body the female will take an estate tail though he has a son and she is in reality only his

1. Not 2. Yr in the legal sense 1932

Page 69

The female is to stand in lieu of female get as purchaser and if his son is

will inherit - in her son of the female - this is not law - they will

take over goods - 5 times negroid

decided in favour of the female.

for the 2d rule 1 Inst 104 Ante 5 Jun 26th

Not 29th Freeman 20th 2nd 21st

revise the 54 32 145

new rule 1 Inst 104 Ante 5 Jun 26th

1 Font 222

The letter does seem to be written

and ought say, yours,

Amends to tenant in tail

1 Not liable for waste

2 The widow of the tenant entitled to Denin

3 The heir is entitled to exercise
Real Property, as tail, tail, Dec 14th, 29

May be barred by time or recovery or
by a lineal warranty descending into
assets to the heir in tail

Land 224 - a B 115-116 D 2 B 3624-
2 B 8302-8

Just declared to be barred by common
recovery in favor of [illegible]

On July 25, payable by reason
Do. for fine

The tenant right to suffer a recovery
or fine is inseparable from the
estate; and all restrictions to the
contrary are void and void

2 B 883-8 8468

In con. we cannot surmount an
impenetrable fence we have a statute
which sets it as simple in the same
with the fence of the first above

But con 43

This is not to like an estate condition
at common law.
2. Real Property—Freeholders' inheritance and
Freeholds not of inheritance.

Always an estate for life or lives,
and an either conventional (by the
end of the parties) or legal (by operation
of law).

Conventional estates may be for
one own life or the life of another or
for more to than one life.

Legal estates are only for the life
of the tenant only.

Per aciter vi means when one holds
land during the life of another,

Comite vic means the person during whose
death it lasts.

A life cannot at law be conveyed
without issue of descent (i.e., in
conventional estate).

A general grant one not limiting.
only specific estate always grants.
If a grant for a life is given it is construed for the life of the grantee because his life is more valuable to himself than any other life, and the rule will must be construed most readily to himself.

Any estate having no determinable duration which may last during the life of the tenant or grantor. A life estate, estate of inheritance, prof. benefice or at will will be construed.

A grant to A until he leave the office or A grant to B during good behavior.

A grant for life

An estate to A for life may be determined by his civil death.

But according to his natural life does not determine by his civil death.
62 Real Property
2648'1. more 132'-126 121'-132'
5. Real Property, Third 11 Chap, 1st 53

Prinuents to the estate are

1. The tenant without restraint may take reasonable stores by common right
for food, for fuel, for fences and to repair buildings, for fuel for fences and to repair buildings, etc.

3. 1 B.C. 35 1822. C. 144. 41-155

2. Not to be injured by any sudden determination of his estate unless by his own right, e.g., if he raises crops or solecisms to the representatives of the tenant for life.

By emblements our meanest fruit of land produced by annual labour.

If a tenant for life dies before cutting, he not the hay, is not emblements to his heir butrown crops and emblements.

If A holds a life estate during the life of B and B dies, between the sowing and reaping of crops it is entitled to emblements because the universal maxim is "actis seu factis inveniatur nomen".
By Real Property—events to tenants for 20th June 5th
The rules in the estate is determined
by during the coming and
meaning between the legitimate influence

But if an tenant perfects his estate
during his own lifet, he is not entitled
to settlements—e.g. if he commits waste
which works a forfeiture.

1 Inst. 55th—2 B 6126

The under tenants have still greater
indulgence.

If a widow has an estate during
widowhood and leases to—and
the widow marries between the present
and the widow—still the under tenant
shall be entitled to settlements since his
estate was not determined by his own act but
by the act of the widow.

1 Inst. 57th 1 Wms. 17th 2 B 8122

A tenancy tenant for life (under lets
for 10 years—the term determines
on the death of the tenant for the
Real Property—subject to the estate—

Tenants for life unless the lease is confirmed by the executors and it is usual to procure the confirmation.

A tenant for life might have 1,000 years if the lease is good as long as the lessor lives, since it is wholly executory from long as he will live.

Cites 510, 115, 37, 39.

Conn. 818, 1, 82.

Mention of conventional estates—

next kind—by operation of law

3 Tenants—

1. Tenants in tail after 200 years.

2. Tenants by creating one

3. Tenants in the dower—

This case arises where a special estate tail has been limited to some person who has died without issue or is without possibility of issue.

Thus to A and the heirs of his body by his wife B, who had without issue.

Now it remains tenant in tail.
Little text on 327B 2245

This estate cannot be created by
grant—it can only be created by
the death of the body. The reason
wherein the issue was to come or after
the possibility of the issue is extinct.

2 16 8 1255.

An estate is limited to A and B and
the heirs of their bodies gotten, and
they are divorced a vinculo matrim.
monic—they become afterwards
only tenants in fee simple, because they
have no issue unless there is marriage.

16th 28.

They can always outlive this part.
Always to exist till the death of
one of the parties, however old they may be.

Dissent 34, Col. on 16 28.
A tenant in tail after gross is extinct in regard to any one tenant for life and may exchange interest with a tenant for life.

A deed of exchange cannot be made but by parties who possess equal

Not liable for waste but if he does commit waste by cutting timber the timber does not belong to him but the person who has the first inheritance of that land.

Original estate tail to A. remainder to C in tail who is not in esses remainder over to B in fee simple C is entitled to the emoluments I believe I have taken this wrong and it should be remainder to C remainder to B in fee simple case-
When a man marries a woman, she acquires:

1. Interest in the estate of inheritance and her own
2. Right of dower and estate of inheritance
3. Overlying her interest by the courtesy of England.

For a woman to create an estate by courtesy:

1. Marriage
2. Issue of the land
3. Issue
4. Death of the wife

The marriage must be legal—whether can be no her land or law

None must be unmarried in the wife at the time of her death.

A mere construction sign does not entitle the husband to courtesy.
The Real Property - Century
for in such case the issue of a debt note
inheret in which the issue can be recency.

Co. 39-40.

Has been varied by the supreme court of
also. That actual rescission by the wife
the in departure from common law

Hence a husband cannot be called recover
interest in remainder and reversion
because the wife has not had joy

23C 107 11-29

If the wife is an intestate title to the
husband - because says Blackstone
the land belongs to the heir - the reason
there is in truth because the husband
being non compos creditor not inter vivos at
and so not the husband

263 - Col. 1787 2 B 6125 186

The issue must the homestead and it
cannot inherit and where the issue
cannot inherit the husband cannot
have property.

2 Co. 8 21
The issue must be born during the life of the wife— if it is born by the Caesarean operation and the wife dies before the child is produced here even though the child lives the husband cannot have custody.

Cod. little 29. 26. 22. 224.

The issue must also be capable of inheriting the estate— the probable cause of difficulty is that the husband having the education of the children under his care should have the means of depriving his enemies.

If the wife has an estate tail male and has no children only— the husband cannot have control because the heir would not exist. However if of no consequence whether the child is born after or before the issue of a new matter— neither if it be dead or alive at the time of issue— the same— its death after the death of the issue of the wife does not bar the

Dower.
12. Real Property. 

Not prevent the wife's dower because she remains man and wife in the eye of the law even though a concubine. 

1736 13th

If the husband married a third woman, 

Oct 24th 1338 3rd

By the ancient common law the dower was forfeited by the husband's treason and felony but by statute Edward 6 the widow was only bound to the husband's treason and not for felony. 

13 136-131

In this state the treason and felony of the husband does not work a forfeiture of the estate except during the wife's life of the treasoner. 

The Constitution declares that treason in the husband shall not bar the widow's heiress of dower. 

And 8 33d

An alien can never be enfranchised by statute in some states.
The estate in which she claims power is such as she cannot have inherited.

If the husband is alive in law it is sufficient to give the wife down a right of the present possessory of the property. This is a legal or constructive eviction.

In the case of a curtesy or antenuptial she necessary to create a curtesy.
time of the world wherein in the case of demise, if it is not supposed to have the power of entering upon the same and taking every of her own,


A devise by the husband, in any fixed time, however short, is insufficient to constitute the wife owner."

But when the husband is a conduit pipe and has a trespassory possession that will not constitute a right by Deeds.

"Cod 1481" "Cod. Eccl. 615-260-266-1232

And then it is not that the husband alienes the land during coverture of wife but that

And as worthy of a statute she is entitled only to one third part the lands the husband held sees of wife—

In Law and she is not entitled to an equity of redemption, or mortgaging estate—because the is considered as a messuage estate—but the husband in every one of the wife equity or compting only is the difference it may be arbitrary go as goods and every not as if the husband is entitled to the entirety—by redemption of the wife equity, the title should be rescinded.
In an action the wife is entitled to dower in an equity of redemption.

In England however the mortgage as wife is entitled to dower in an equity of redemption and such if she has not a right to her third mortgage not owned and was not mortgaged away by her husband

This last paragraph is wrong in meaning it means only to refer to the right of redemption of such land or not mortgaged away by her husband and in this the wife has no dower by law.

2d November 1819 - morning

Trusting in Power

By common law dower must be assigned to the widow before it can rest in her - for she cannot take of course when the death of the husband
To be made by the heir or the being a minor by his guardian, but so in case in the case of divorce the heir of a deceased heir of the wife, but since some power must be assigned by the heir or vesting the trust does not become seized of the purchases after the death of the husband.

1st A 34 15 2 P.M.

She is not however dependent upon the heir for if he or the guardian does not make assignment she may have redress by court of law and the sheriff will assign the widow her power where the heir refused.

*Title Cont*.

I own proceedings.

By acts of the wife remaining resident and sometimes after marriage of the minor, it being during the separation and lives in incontinence.
The property of a widow and the husband is not afterwards reconciled, she is barred of her right of dower.

As in the case of a divorce the widow is barred, this means a miscarriage of monies.

If the wife is an alien unless the statute permits her to hold land.

In England in most cases, subjects by the husband being coverture for this by law can work a forfeiture of all personal and real part by the man to whom is sufficient a fine or common recovery.

Not by deed further, is void.

In New York and Mass by joining in a deed with the husband also by holding the deed and charter from the heir at law so that he can not determinate what estate he is given to hers as ever until she exhibits the charter so retained.

So by statute Gloucester by aliening away her land this bars her several also.
Real Property—Deed what may last

Conn. Stat. 1626 32:37

In conveyances in case of some
the wife does not lose the right
of the deceased criminal
of the wife the devise.

Conn. Stat. 239th

Nor is the Deed perfected by the Execut

Conn. Stat. 1626 243 32:37

May our true right of dominion by execut

ing a jointure

Acts 132-139

there as well as in England

However if any of the requisites ar

wanting to make the jointure the

jointure is not good and the man

more jointure.

Question whether a person may be

in personal right in his

estates since the statute said that

shall have done in all lands & ends in

all other estates, decided in Taftfield

the cannot have done a personal legue.
Estate Real property and other goods
less than four and one-half shares

1. Estate of 4 years
2. Estate of 12 months
3. Estate of 11 years

An estate in land, tenement, and hereditaments for some determinate period of time

By lease for 20 years.
The rent reserved in an estate term of time, less than a year, a lease for term is considered for a year.

Littleton's 58th 6th 26th 13th.

He who creates this estate is called a lessor or lessore of the lessor.

By a year is meant a calendar or solar year.
By a month is meant commonly 24 acts.
A lease for 12 months is 24 weeks.
This does not hold true in the summer month.

By Twelve months is meant again.
A preterite less than perpetual year.
In general the tenant has notice of the practice of a day.
A deed made in the middle of the day,
November 1860 for one year. A tenant
mines on the close of December 31st, 1861.

Every estate which must be determined
which must be determined by its
own time, and which, when it is certain
is called a term.

It is said that it must have a certain
beginning and end.

By the beginning nothing more
is meant than in other estates
at commencement from the time that
the lease is given unless some restriction
is made by the lessor

A certain estate is called a term,

Boundary of said jurisdiction
A lease for 80 years at 600 pounds a year shall be void for the same reason.

Why does not create an estate

Because there is no use of reversion

A lease only is made without reversion.

If however there is no reversion given, it is void.

1 Inst 45

In a lease for 80 years at 600 pounds a year in 20 years John A. shall not have

in a good estate 20 years - this property nothing more than an estate

in 10 years 100 pounds.

2 B 12 B 100 on 10th 45

This is an interest given on the death of the lessee the estate

descends to the executors with representation.
By agreeing to the conveyance not necessary to transfer at less

An estate in years may be made

for this reason to commence in

section.

An estate of freehold cannot be made to commence in future because delivery of a freehold is giving an

personal possession; this corporeal

possession is absolutely necessary and the freehold must commence

at all in present.

Home and tenant for yeares cannot

be properly said to be possessed

of ourself. He is possessed of the

personal interest and remains

being removed only the

estate or interest itself though

in legal sense it means both.
Every tenant at will, in some leases called
has the same estate as a tenant for
life. — 25 6s 6d 12d 14s 5d

An entailment's term is a duration
of the estate determined at the a certain
preliminary time the lessee is not entitled
to entailments because he might have
not known when it would determine
But if determined on a contingency
which happens before the establishing
and is determined upon the same
preliminary amount for by he has entailment

A lease for 20 years of John &
that shall last as long as John
if he dies before 20 years from the
tenant 10 years is entitled to entailments because cause it was not
his own folly that determined it nor could
the Johnson and make provision for it
50 6s 6d 6s 8d 12d 14s 5d
But if the estate is determined by
Real Property—Tenants in Years

The tenant in their act is not entitled to

entitlements—because it is done by his

own Valley—

The lease has an indefeasible estate in

very determinate length of time—

However the lease is determinate

between parties and not being the cause

the entitlements, along the lease

be it is determined by the lease

he has no entitlements.

$\text{Rent} 65^{\text{th}} 2\text{d} 8\text{th} 12\text{th}

Though determined in the lessor by

an express declaration that the

lessee shall hold no longer

but this must be made.
Real Property - Estates at Will

And so by the lessor renting any act of service ship as by cutting down
Timber to for by that he determines
his will which is sufficient
Also by the lessors making a
free pointing or lease to co-tenant.

Contrary to lessor assigning
his interest, he has no right
and therefore can make no transfer
So also if he commits waste because
it is inconsistent with his lease

More by the death or outlawry of
this of the party - outlawry is a
null death - must determine
by the death of either party because
it is determinable at the will of each and
the death always determine the will.
5.4 Real Property Estate in Will
1.3.52 5.60 150 111 240 140 5

If the rent is payable quarterly
or annually, and the lessee determines
the will when any of these rents
are accruing, he must pay up
all the rents due at that time, the present
next current rent

But the lessee determines the lease;
he shall have no right of current
which is accruing when the half
$	frac{1}{2}$, $	frac{1}{8}$ of which is burnning.

1.2.13 4.1.66 9 2.6 64 8

From much of estates are considered at
Common law by construction
of those what have been formerly
considered as tenants at will
are now considered as tenants
for years, a lease for no other
minimum period is considered to
be a lease for years, because this
is the shortest time the law contemplates.
It has been determined that notice to quit at any other time than the end of the year the notice is not good.

Ninth 159

And if after notice to quit at the end of the year to vacate the premises, the tenant has determined to vacate, the notice and satisfaction being given, for another year,

Cod 1811

Notice is not given good for the year for which it was given; it will not be good for the next year. 25 Ch. 101.

The want of notice cannot be set up by a tenant who dispossesses himself of the possession of the land and
58 Real Property estate at will because he cannot hold as lessee and also as tenant.
2 Bevon Chan 101

If there is a lease for one year and the lessee continues in possession after the expiration of the term of the lessor he is tenant for another year and so on and the premise must be necessary.

3488 in lord 45.2 & 58 1 Ch 102

with the lessee consent is necessary for otherwise he becomes tenant at will.

A. A. Sufferance

If one comes into possession of land by unfutile title and afterwards he owns with such any title he is a tenant at sufferance.

286121

A lease held for one year after being heir tenant for sufferance.

7 Nov 84
Real Property—Deeds at Will.

At the time when Austin Blackstone wrote, these estates were not considered as tenures for years but tenures at Will.

Differences very great.

These will not arise, as cannot be determined, mind of the end of the year or unless there has been 6 months notice given.

Can be determined by neither of the parties unless at the end of the year.

This construction seems to be natural for as man would not wish to take the land unless he could hold a long enough to reap the fruits of his labour.

\[
\begin{align*}
&\text{XH 1891-103 10920 change 101 101} \\
&\text{2 XH 486 480 487 47 64 44 85 282 3}
\end{align*}
\]

And also been settled through either of the parties does not determine the estates and here a more or notice of 6 months must be given. The notice must be sufficient on the case.
Real Property - Estate at Will

2 East 159th St, New York

Notice by the representatives must be given if the property is to be sold, and it would determine his executors must give notice.

Real leases for more than three years shall be considered as tenancy at will, but by the most favourable construction the tenant is considered as tenancy for years.

Engaged in Bouveret Agreement with

Page 72 - B.F.B.

Her real estate is not good for any length of time as special rents are secured.

October 3rd, 1804

Estate set will run summary now be said to exist. Perhaps there is no right to be sold for an estate as a tenant at will in England according to the English will.

D. Mansfield
Real Property: Estate at Dufferin

Formerly, if a lease at will was made to A, and on the lessor's death the lease continued in possession by way of

Freehold as tenant at Dufferin, and the estates were now done under

and other tenants for will the two one,

away and have become tenants for

years.

UTS 159 8M 4.55

May be determined at any term of the

existing of the time over-ars in the same con

ider the tenant as a second owner if the

he relieved— but not without integer for

the lease was supposed to come into

possession rightfully.

RBS 167 7 April 57

After having interest extinguished he

may maintain an action against

the tenant at Dufferin—

and in order to bring his action of

right, he must not destroy

the land.
Real Property 32.ame at Sufferance

The action in other cases is by entry in fee简易 of but here it can
not be for

[Incoherent handwriting]

Here an actual entry is not necessary,
for the cessor may bring an action when
ever he pleasure and consider the
tenant as a wrong doer and where
there can be no tenant at all.

Because he is considered
as a trespasser in the case.

And not in long or tenure.
The title may be said to have been
destroyed; it does not abolish the
kind of estate only render it inconvenient
cont and intolercable.

[Incoherent handwriting]

End of this subject.
Alienation by Deed by Deed or Grant

The mode of acquiring land tenements and hereditaments 1. By Deed 2. By Purchase

The word "Purchas" includes every mode of acquiring an estate except by descent.

Wherever held lands are held by one of the methods:

Deed is a word in more frequent use in the English calendar.

3. Marshal's acquires an estate by Deed, or

1. By Grant 2. By Order

Alienation of lands, first not noticed on

By Grant is reckoned 186241 235 263

Alienation generally preliminary alienation.

By far the most usual mode of acquiring titles to real estate is by Alienation or by Purchase in the English law.

Alienation includes every mode by which co-owners are voluntarily released by one and accepted for by the other, or by every mode by which the title is

2. 186241

During the early part of the present law a tenant could not alienate without the consent of his lord, nor subject them to his debts, nor

and without the consent of
The tenant might alienate and by 1283 the King's tenants might alienate by paying a fine and the

In the case of charging lands for debt the

Owner 1. Not 2 15 years old

Before this time no man's land could be taken for debt

2 1/2 16/1 27 2 Cont.

3 1 6/4 1/8 2 do 28

And by the statute de mutatus rei a tenant

might subject his whole

and by 28 lands by other legacies or similar

titles - before this land could not be mortgaged

A 1 12 2 17 17 18 1 8 9 1 9 2 20 1

The necessity of attachment continued till it

nec to 20

Assignment by Deed

The legal evidence of the alienation of

civil property are called common assidu

because they are the manner whereby a man

shall be assured the term of his lands

and Deeds - 2 by means of Record 3 or thereof
Deed

Custom 24th June 1866

Common assent on 2 June
286-293 16 June 96

Conclusion by making record is not in星座
in our company by official Custome owner
W H. Our Custome are General Custome

1 Deed
in writing sealed and delivered

writing and sealing constitutes the deed but it
does not take effect until delivery

161 171 286 235
185 85 73

As a deed is the most solemn act that a man
himself can do, every man is estopped by
it, it is because of the solemnity

He can attack is a frescal or solemnity to
a deed - this means that a man shall be per
mitted to prove anything in contradication of his
deal - this is the fiction in estoppel that which
prevent a man from recency what he otherwise
might do if it was not in this deed

286 235 96 235 18

Hence if a makes a claim of owner which he
does not own but after making the claim
A jurisdic the land it is estopped from say- 
ning that he had not a little at the time of making 
the claim for it is necessar that to not 
make a lease has the legact title-

Seth 290 3 Th 483 341
LeRoy 290 3 Th 371 20 174

But it seems that in matter of estoppel is 
credited merely on evidence and not pleaded 
it is good evidence but not conclusive

3 East 3 536

A deed of ven quit claim is not estopped for the 
censor does not covenant that he has title-
A release blank and a con quit claim it and 
afterwards purchaser it it cannot plead this 
release against it

1 Deed 2 55 Little 2 58 Th 3 19

And upon the principle if one is sued upon a 
mortgage and a to see an ejectment the 
assessor cannot plead also the mortgagor title-

And here once ordinary lessee cannot deny 
the lessors title - Shop 174

In Eng. A lessee cannot in action of replevin 
deny the lessors title if it is by constitut- 
ten - also deed made by deed fol lowing
A deed executed by one party is called a deed in, by all the parties is called an indenture, as called because all the parts were indorsed.

When each alone executes, one part, it is called
interchangeably, executed, that by the grantor
is called the original, by the other, executed parts.

And a counter-purchase in cap is held good evidence
of the existence of the original.

Peer in Chan. 115. 3 E. 2d.* 105.

Thus, for the nature now, for the
Requisites of a deed, these must be

1. Parties able to contract and a subject
matter to be contracted for

Here in every grant there must be a
grantor, grantee, and a thing granted.

None of these is wanting, but died.
When it is the necessary practice—when any interest should vest when the whole is divided among different parties, and one party is not joined so far as the deed is defective.

Section 76, 1st Ed. 1817

Contrary to those who are intended to take any interest beside a less amount than that which
for those who are not justiciable cannot take by


Gen. rule

All persons under no legal disability may convey by deed in the name of the


For a person of possessor who has the right of possessor cannot take transfer to another
who is out of possessor—this is to prevent

the sale of pretended title.

This is common law—but in such conveyances are prohibited by Statute and declared


1st indent 2nd 3rd 4th 5th 6th 7th 8th 9th
But a conveyance by the vendor to the vendor is not within the statute— for the reason does not operate because inconvenience arises from this practice. 

The owner is not prevented from conveyance unless that possession is adverse to the owner possessor.

Hence this and hence may be granted through the land is not in actual possession. 

The possession of the lessee is by legal implication the possession of him in rem on her. 240-16 ninth 307

When the same principle when one is in possession and the owner or owner may convey to a third person this has to be determined in Con. For this is not the rule of a quarter 16th 300

So is Con. The statute does not integer to sales made by the statute- for these are not within the mischief. 221 489.
Tied frequence

So sales by an Exec or admin under the order of a court of Probate not under the State for the creditors might loose their claim so no one can bring a suit but the

June 28th 1842 Capt 100 credits

same rule holds as the conclusion who shall do in consequence the decree of chancery has this ended here 3d Oct 29 1816

So been determined solely by collector of the sum to pay the tax is not neither the main chief of the law reason the same as before the law require this to be done and why

Sept 29 1816

So a mortgage whose title is denied by the mortgagee may yet sell his equity of redemption to a 3 person for two

the mortgagee is put in possession of

function of tax 2d Oct 1849 others as

Swift says if it sells land to B and it head or crossed in is sold over to C conveyance to C is good because it is estopped not about says God Swift 1836
Said conveyance by infants, neonates, and null and void, nor parent and child-guardian, &c.

A trust and lunatic are not totally incapacious. By common law men can fulfill this self. They are void only when.

Because says, the common law have not the idea, or lunatic says he was incapacious.

The thing may in behalf of the infant may avoid the contract entered into by the infant but.

An issue may be done by the common law. A lunatic this is done for the lunatic.

And at the death of the infant. It is done by the executor may not be void. If this conveyed.

But if personal property must be done.

Property in estate cannot be an instrument made by a lunatic or infant as the case may be.
But I have this reason to deal with another rule which says, that an deed executed by an idiot is void; this means as against the heir or representative. But a judgment is only voidable by the heir & Cof. & Cof. & Cof. \\

*Decades V 24 24 4 20* 1825

Beca & Inward

A thing in the world is a legal moment. But a thing void is good until it has been avoided.

If one enter receives a note, deed, or a ten

r for no consideration, can it be taken of unlawful? Not by the party in whose favor

a Deed or Leg. If a man is a minor, that person is void, not because he be an heir and


One ditto an idiot might prove to his own 

侄 to the time of making the contract.

In such a man may satisfy himself.


The man Comer makes star and recovers her damages

and then assists to it it is good against her heir

(Feb 21 15 92)

But if he dies without recovery he under

staging or having recovered it does not
not ascend the law may avoid it. and the husband & wife for convenience made women.
As used in or obtained from a man by death
be married with whom ord deny it after the
death is removed.
5. Code 111*.
By common law all persons may be granted
in absentia
Acted to a person court is said to be void.
A grantee is by her is irrevocable.
voidable by her husband during coverture
after coverture by herself.

Instat 2, 636 and 1124.
An alien may purchase by common but
cannot hold that in the interest will pass
out of the grantor.
Instat 2, 636 and 439.
An alien friend may hold a lease of a house
for the convenience of commerce.
2 B 293 this is common
An alien may direct as able to hold or pur-
chase land without official license from
Legislature.
Due to many break, grants, grants

An exception in favor of British subjects being here before the revolution and in favor of the French subjects by the treaty of stipulation.

There are no naturalized under the laws of the U.S. are not included.

By certain very specific situations, the law sometimes prohibits and sometimes permits.

\[ \frac{1}{13} - \frac{1}{279} \text{ of } \frac{1}{2} \text{ B.C.} + 2 \text{ C.D.} \]

In this State there are no statutes of limitation on corporations or any personal lands, nor are all lands divided into grants for the support of schools. Corporations and others shall not be allowed but they shall ensure to the use for which it was created. Long leases are more secure, as good

\[ \text{P. 485} \]

Then for the first section.

2 Consideration

Every deed must be and usually be for good

and lawful consideration.

\[ 2 \text{ B.C.} 246 \]

Not necessary at Con that any consideration should be expressed in the act because it is...
and itself implies one—
So far as respects the legal title no con-
consideration is necessary.
An ease or after the event use the grantor
had the beneficial title—the grantor was
considered as trustee to hold the use
for the grantee [marginal note: 2 B 6186] [marginal note: 2 B 327]
And now a deed without consideration is said
to convey the use of the grantor.

[In handwriting: 4 B 533] [marginal note: 2 B 629]
A consideration may be good or valuable
and that of them is sufficient to raise a
use—[marginal note: 2 B 633] [marginal note: 338] [marginal note: 4 Coin 21]

The necessity of consideration arose from
the introduction of usury.
The reason of consideration at law is
being at present—a man has the use
he could require it only in a court of
equity who always require a consid-
eration. The law courts adopted the rule
after the statute of uses from the practice
of courts of equity before the statute—
W. Chw. terms doubt whether this was
approved.

[In handwriting: 2 B 295]
A deed declaring no use without consideration is invalid to the benefit of the grantee.

Quite a deed without consideration of any concern to the benefit of the grantor because the doctrine of use never obtained

Good or Valuable

Good Consideration is that of kind or relation. Does not extend to third

Hence a deed to a child is good

Valuable Consideration, one which contains

necessary satisfaction

No wrong stands upon the ground

of a valuable con

4 queen 27, 213 2 3 2 3 3 6 3 3 3

A conveyance upon a good Con is good to the grantor but is void at the instance of

2 B 4 2 4 5 8 4 1 5 9
Consideration is never & cannot be given by the parties because they are stop.
3 Pt. 324 2 1s 2d
Pt. 324 2 1s 4d

Assume that a sufferer may impeach the deed for want of consideration for a wrong, and evidence always admitted. From
a will 324 2 1s 10d

Assume to be done may deny the existence of the consideration of the deed if there are creditors and how he proceeds. A deed for money makes good consideration is indeed as express is none at all, because he cannot deny whether or not the deed, the consideration was real, & sufficient.
18th 2 1s 4d
26th 15
30th

Out 16 2 1s

But in every case where a sufferer may prove a good & valuable consideration to that the deed is not absolutely void only voidable, nor does not thing it become the
20th 15
29th 1s 10d
30th 1 6d

The 25th 1s 4d
Paid consideration.

So there was a specific one other than that expressed in the grantee or other than that expressed.

1 Cor. 17:6, 77. 39 e.

Here it would seem that no consideration being expressed the true consideration might be proved by fraud—no decision to this effect directly—this fact alone does not contradict the deed.

1 Cor. 17:64.

If it appears that the deed was made to the grantee near relation by deed itself expressed or sufficient consideration though no consideration is expressed it still appears that the grantor and grantee stand in the relation.

1 Cor. 17:63, 88.

But in such a case no specific consideration expressed none other can be implied upon the face of the deed—expressed.

1 Cor. 17:30 b, 183 b.

5 Cor. 97 e.

Acknowledgment of the receipt of the consideration.
A deed consideration is not conclusive against the grantor. It is presumptive but not conclusive, etc., been added by [illegible]. Also, "Let the words of justice and the law be written on paper, etc., be written on parchment, etc., may be written in any language.

A Queen 25.

Familiy nothing was not necessary to past lands by the statute of frauds, and for no interest greater than 2 years, can be created without writing and all such void instruments operate as tenure at will through a term of years or tenants for years.

2-13-14 3-13-215
374 Bacon 72
on hand 22-24

And the deed must be written before the seal is put on the document. If one seals a blank paper and then fits it with a good for the deed to take effect when the delivery of [illegible] 84'

O C 18. - A Queen 26

As to settings not sealed on the backs of blank pages.
The image contains a handwritten page with text that is largely illegible due to the handwriting style and condition of the paper. The text appears to be a personal or academic journal entry, but the content is not clear enough to transcribe accurately.
To a grant to George Earl of Barre
from his man being this was given
some time the delivery had made to the
early Prandton
Octob 3rd 1643

A new legal mistake will not destroy
an estate, such a mistake may be explained
for a party cannot explain his deed so
as to alter the construction of the deed.

A grant to the wife of it is sufficient
for enoble her to take under the deed.

So also to the wife by a wrong name
the Christian name may be added with
suppose the delivery of to the wife of

A grant by one surname generally
or Christian name is void for uncertainty
up to one John or to one Smith —

The delivery does not remedy the defect
in the former cases is invalid & person
in the hus band —
Surely Prequin
And a name acquired by reputation is good for a quarter.

And a quarter may be described without reference to the names, then to the eldest son of John Hoben and sufficient.

For when constant the preceding appears in matter how.

The name is sufficient.

Issue of John Hoben sufficient.

Inst. 28. A. d. B. 65°

For rules concerning exceptions vide covenant broken.

Vint. Hoben dum & Simondum.

The office of Hoben dum is to designate the quantity of interest to be conveyed.

Not however to be understood to designate the quantity of interest but to declare virtually mistakes at wide extent.

When a deed is formally drawn the blank column only designates the quantity of interest.

In Haber

2 B 62 08 2. C. 46° 15'
But when the quantity of interest is expressed in the premia, it may be constrained, altered, or varied by the Habendum. (1st Nov 21 25th Sept 23)

20th Jan 21 (2nd Dec 20)

20th Nov 19.2.3

£26278 & 1/2

£26278 & 1/2

£26278 & 1/2

£26278 & 1/2

£26278 & 1/2

Any generality of expresion in the premia may be generally restrained by the Habendum. (Conf 97)

If the Habendum is repugnant or contradictory to the former it is void premised that it is inconsistent because the latter takes in preference to the former 23 Oct 23 8th 3rd Bland 153

20th Dec 22

For other rules vide 27 Decem 37 23

The Habendum used to express the manner in which the premises were to be held upon the matter of form all the terms being reduced to common
3. **Redundancy** is to express the terms upon which it is to be held by any.

4. Reading over a recid is a covenant to pay old mead.

5. First: Conviction, void, et al. or condition.

6. **Warranty important**.

7. That by which grantor for himself and his warrantees the deed.

9. When the warranty is created the grantee must give other equal terms of

9. upon recite or warranty.

10. 1st 305 2nd 28600

To linear and collateral warranty 36300.

A warranty may be express or implied.

7. **Covenants**.
Deed Covenants
And all agreements by which either of the
parties stipulate anything in favour of the other may be made by either of
the parties or by both.

The usual covenants in conveyances are
one that the Grantor is well aided and the warranty to the Grantee.
A release or quit claim does not
contain them.

Difference between Warrant & Covenant.
Warranty binds the Grantor and his
heirs to pay other equal land or but not
personal representative.
A Covenant entitles the Grantee to dam-
ages and binds theExecutor but not
them unless he is named.

Land conveyed by metes and bounds
and assures that description the sale
is valid against that the Grantor.
Dear Covenanters,

Though it falls short, in England the land is not designated by metal and bounds.

But there is the grantee in this country.

<table>
<thead>
<tr>
<th>Root 528</th>
<th>Root 752</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swift 102</td>
<td></td>
</tr>
</tbody>
</table>

The rule is the same if the deed refers to an undeveloped record which contains a similar description.

In some instances, the description is by metes and bounds and terminating monuments. If the metes do not correspond with the monuments, the monuments alone govern, because there are less likely to be mistaken, being permanent.

But if the description by quantity alone

Grantor is liable to his co-tenant

If the quantity falls short.

But if the qualifying words more or less

Even where the deed is different, the grantee takes whatever there happens to be.

Swift 305
And now "more or less" is now generally used,
through the when this is stated all having
their words are useless.

2d Part Conclusion

This mentions the date and execution.

In deed poll the date is usually in the
sentence "BB 602."

It is very material, that the date is no part
in strictness of the deed, but merely a
written memorandum of the time of execu-
tion.

Anciently English deeds did not contain
dates, and so continued before untitled.

A deed is good without a date, but desir-
able to be accompanied by
1 Inst 6 A Collingre 10 23
2 Inst 33a 1 Cinn 38

And hence a date is prima facie evidence
of the time of execution, and the date may
be contradicted by facial evidence.

1 Inst 316 15 Dec 28
Tallis 462 B

That a date is no part of a bond or deed,
for this is no part of the contract.
Said - 5. Requested Conclusion

1. Upon the death of the same nature between
   the same parties that which must be printed
   the intention of the parties shall be free
   and to be presumed to have been made first
   
   / Signature

2. Requested - Reading

For necessity of either party desire
   and if either desires the reading and it
   is refused him he may plead non est faci

3. But if one reads it and misunderstands
   it or misunderstands it at his peril
   this shall be proved by Jacob

   / Signature

   Moon 1841

This seems to contradict the rule of Art. 78.45.
But this does not deny anything but
the unlawful execution of it.

1. If the party can read he should read it
   himself

   / Signature

2. But if he does not read it or request the
   reading his act binds and he adopts the
   contents.

   / Signature

   Moon 1841
6th Request is that view at common law
and by the Act of 1st A.D. signing as near
as may be.

Signing was not necessary at common
law. If both could sign their names—then
executors were adopted—this property—
and one had a separate testamentary
new will was.

Signing is necessary.

Luther, 25th March

One person may appoint another to execute
a deed for him, but it must be executed in
the name of the principal.

Thus for John Stiles, by
A.B. his Attorney

Signed this 1st day of 25th of November

whereof necessary and B.C. B.R.

Lafe, day 25th of November

1809
Deed signing & sealing.

If not executed in the name of the principal, it will bind the attorney and not the principal for the deed of A cannot bind B.

Chelton love of Mr. 24° 29 56 95°

Flenny 7° 25 955 07 95 5181°

But an Attorney nor a Copartner can bind his principal nor partner without authority (in deed) by deed.

But an Agent may bind his principal by note or verbal authority—such as for any note 1% & 16 10 26 20th Ann Bt. tell attorney C 15° 17 10 36 313°

Because as a man cannot make a deed without sealing so he cannot confer the authority but with equal solemnity as a man by incantation might avoid the state of treason. This rule refers to the absence of the principal. For it has been lately determined if one binds himself and another while the other is present this is good without a sealed authority—2d Prov 18°

For without this no man incapable to read can make a deed.
Delivered 9th December

That if several grantees are named and one only for himself this is for his sole assigns.

Deed Touch 77 5 683

1. Deed

Every deed to be executed must be delivered.

Every deed taken effect upon delivery nor can it take effect before 2 DB 30 5 68 16

Deed Touch 58 72

Plan 2 4 1

If a deed is made and dated during the Grantor's minority but sealed and delivered after full age it will

Deed Touch 77

And though a 3 person are the deed not of the Grantor delivers the deed of good

for he adopt it 2 DB 30 5 68 13

Deed Touch 2 8

If deed is delivered unsealed it takes effect

not as a deed Deed 58

The act of the delivery may be without

any words to effectual and constructive

may be a delivery without words only

It is not absolutely necessary these words
If the first death is absolutely void o subsequent
depriving good
If a married woman delivers a child and the
corresponding deliver it again the latter
delivery is good
If a dead and good become bad by malice
in nature or by losing soul it becomes
good by sealing again.

Contrariwise
If an infant delivers a second and after
full age delivers it again as ta
because the former was only voidable.
If a man under a term delivers and after
delivers another it again he had known
the part was only voidable.

Plea remitted to past
terms
The voidable instrument if an infant may be made
good.
A delivery may be absolute condition
of
When the dead is delivered to the Grantee
himself o some person but to be delivered
within without condition this absolute.
But if the third person is to deliver
A note given to the devisor to be delivered over to the prevailing party is an escrow.

A grantor delivering an escrow to a stranger with the express understanding that it is to be delivered over upon condition this is an absolute delivery this is an absolute delivery. This is not the case. The cases in the rule.

And Solomony
When a deed is properly delivered in one Ex. it is of no force until the condition be performed until the condition is performed and if it is delivered to the grantee before the condition is performed it is not good

Help 39th Ch. 7th

But when the condition is performed and it is delivered over it ceases to be an error; and from that moment it is my property.

Help performing the condition the depository man does not deliver it over to the grantee nor any title because it is inchoate with the first delivery.

Help 19th 50848

Doubts when the title vest,
In ordinary cases the rule is from the delivery and the title takes effect only from that time.

Help 3051 3654 50848

And in case of necessity either reason or law, or any part of the deed shall take effect after relation to the first delivery.

Above where the exist a disability in the grantee upon the happening the condition the duety

Help sheet with relation to the 30th
Sec. 11. Delivery.

If a person delivers a writing or an escrow and upon condition being performed it shall be delivered over to parties relating to the first delivery or if it should take from the second delivery it will be had because it would then be void.

3 C 33 b 1st Dec. 43

For this is a case of necessity - it seems to be a case of necessity.

3 C 35 b 31st Dec. 43

And if one deliver an escrow and then die, the condition being performed the escrow becomes a deed without relation to the first delivery. Else it would be void because the grantor was dead at the time of delivery.

3 C 35 b 3rd Dec. 43

And in such cases the performance of the condition will vest the title, that is where there is a disability when the delivery - the delivery is made formal because if an attorney is authorized a act for the premises the death of the latter destroys the power immediately.
Deed of Escrow
And if the Escrow is to be disbursed over upon the death of the Grantor it must take effect with relation to the first delivery.

David Finley

Also if one of a sound mind makes a letter of attorney to make settlement upon the performance of some condition, he and she became non compos mentis; the conveyance made during the non compos mentis, is void unless forever with the relation to the first deliverer.

Owen Elton

Note:

The doctrine of relations applies to all cases in which we consider the justice out of the defunctary is a consequent act and not an initial act.

Some gives to become the vicar, or successor, of the vicar, and their acts until the order of the attorney is void.

Some give a bare authority to a non compos mentis to do what is not authorized to them good.
Criwn

If the doctrine of application would defeat the deed the title will vest from the devisee not the deliverer. It shall have no effect if the devisee is a minor or because the devisee is ill or incompetent.

Greatly

If a person delivers a deed to a stranger to deliver it over to the true possessor on the strength of delivering it to the true possessor it shall take effect from the delivery because the agent is in possession at the time of delivering it over but was not at the making of the deed.

18 Geo. 17 3 B. 351
Bulst. 251 54
3 Bulst. 215

This last rule cannot operate to 1 or 2 to violate any incapacity of the grantor of the first delivery. If an infant delivers a deed to a stranger and the delivery is after the infant becomes of full age because the defeasibility might be
This deeming the privilege limited
is not to be bound by these infatuation
contracts.
And if a woman delivers at four o'clock
the first time and the second time
this ejection after coition unless this delivery
shall take effect from the delivery
of 806, 808.

Added when it does take effect by
relations never effect collateral acts
by that relation.
A bond is delivered to a stranger to
be delivered over and in the mean time
or release from the ejection to the
ejector this will not effect the bond.

Added on the delivery acts by relations
only to vest the title.
This introduction of colour can never
make one a trespasser by colouration
Buttler and Carter's 46.
A mere act or conveyance to B. In
Now, attestation
and frequent use can be attestation which means the executing of it in presence of witnesses—
so called because the witness are called to attest.

Not however indispensable. It consists of only in the purpose it was for of subsisting and once it is nothing but a word.

Formerly, no witness did not subscribe it is not because pen could write him. It was signed sealed and delivered.

This additional
As this bond needs more witness

These are all the requisites. I am sure
To con send and mortgage to two and

By name on marks etc. 1638.
Purposes by statutes relating from

I. It must be acknowledged by a person or an assistant or justice in a case before the

Justice Commissioner.

This is to guard against any fraud by creditors — Stat 63:3 1st Ind 1854

We have a provision, furnishing the creditors with power to compel the grantees to acknowledge

after the deed is recorded.

Stat 63:3

10. Recorded at

This is intended for the benefit of 3 persons.

On the 1st day of the 1st month of the year 18...
And that requires 14°.
As between successive precedents, the one just recorded is prior to either one or of this little.
This does not hold as against prior grants of the fee and are entitled to get it recorded - if the law treated it within a reasonable time good at law, at Equity in England. 1 Foot 388 1/2 to 239 1/2
1 Swift & Co.

In considering in Equity

But contrary if a prior grantee has been too negligent, a subsequent purchaser or attachments creditor shall hold in exclusion of the prior grantee. 1 Foot 287 1/2 Foot 388 1/2 Swift 308

What is a reasonable time must be determined by the particular circumstances of the case each case.
1 Foot 389

If the prior grantee having long been present recorded or length in use or in the subsequent record of it is not good against a subsequent purchaser, who have yet their record.
Dear Friend, that requests

1 Root 81

But this does not hold when the difficulty is prevented by the Town Clerk or by the subsequent purchaser because the delay is not the fault of the purchaser. Root 8122 - 506 2 Root 8230

A subsequent deed recorded shall be

against the prior deed when the

Quartermaster has been negligent even
in the subsequent grantee known
of the former deed executed by

1 Mr 1573 - 14 Br 309

The register and some of Pond the

Quartermaster shall not be bar courts
to decide this matter.

Conf 112

If the subsequent purchaser in England knows

of the prior purchaser it is void in England.

1 Root 281 [a.a.a. 768]

2 PC 275 "3 AB 726"

[Penultimate page]

A Town Clerk after he has not the record cannot give it back with record even if it is lengthwise it does it he acts at

his own risk. (Defence Court even through both parties request A - 2 Root 85)
Dear Reader, forwarding.
And if the town Clerk should conceal it in any way, it would be responsible for damage of some important matter without being able to discover the true title.

Non avoid. 8

If the instrument wants of the acquirer it is void as a deed, but may be good as an executory agreement.

So made void by matter of fact, as by reason of alleged material alteration.

If the grant is made for 50 acres and added to 20 acres the deed is totally destroyed.

Pressure intimation before delivery does not vitiate the deed and if a memorandum is made of it at the time of the execution,

We have no such rule an intimation does not invalidate a deed through without memorandum.

An alteration by the grantor after
A deed may be avoided by the sentence of judgment of court.

An application to set aside a deed is to a Court of Equity. Thus cause our mention in Judge's name.
As to the construction

1. To be construed as near the intention of the parties as the rules of law will permit.

Not according to literal or gross

material construction.

1 Unit 85 A 8th
20 48 A 8th
160".

2. And the construction should be upon the whole instrument and not a part.

This means reference should be had to all the parts and so made that every part shall take effect jointly.

P. M. 16th. 4th 10th 8th. 28th.

3. The words should be taken most strongly against the Contactor and most favorably for the Grantee, because they are the words of the Contactor.

P. 8th. 8

2. If there are two reasons which on
be operate the first should be taken
in Wills. as either is taken.

P. 8th. 8th. 8th

1 Unit 299
When general words of a statute stand by themselves, if the ordinary meaning thereof be ambiguous and may be construed differently, it shall be construed with regard to the particular incidents.

Whereas the statute may have been enacted for the greater part, or for all of which is agreeable to justice, the rest of it, not the former, is to be taken.

In all cases, wherein which are referable, with the general tenor of the deed, they shall be rejected.

5. When any grant is made for the use, which is necessary to sustain the subject of it, as also grants by a grantor for his own benefit, as a right of way, power, etc., the same take effect as a grant of trees to be cut and clear them off. Wherein the grant will not take effect.
A grant is void

Thus I give to one of John Blake's children this is void

He died certain several objections,

some of which are good but the

latter are void the former are good

[Handwritten note: II Cor. 7:17]

If party an instrument is void by statute

lun the whole is bad

If part of the instrument by Common law

not bad as to the whole

For Statutes are construed strictly by

this course out of the fraudology—

[Handwritten note: v. Wellis 54 "Hob. 14"

1 Penllor. Cas 149, 200]

If a deed contain two distinctly clauses

one of which is void read particularly

and one well read the deed will be good

as to the latter—11 C 2703 [Hyp.] 76

But there rules that when there are several

clauses some of which are well read and

some not and some lawful and others not

does not intend to cancel when the two

clauses depend upon each other.

[Handwritten note: II Hyp. 79*]

But if a deed contains of several covenants

distant is altered in any one of them
Dad Ruling Contd

And is destroyed in toto and the greater
method has no part in this means
material alteration

Shemoth, II 62 x 6

If two persons jointly bound an
aid and one should be broken the whole
is destroyed but if jointly and severly
of one it broken off it remains good
against the other

II Chronicles Bub, 42 x 46

Oth. II 5:20:576

If a distinct obligation an tick is
on one piece of paper the one is read truly
the whole is read the one will read
will be good and the one illegible will read

If a deed is void as the part of an enter
form the deed is void in toto because
they cannot be a interchange the same
by. A bond for 20k in read 20 klllere
read as the whole as well as the figures
of 20k the whole is absolutely void

14 624 k

Alf 80 x 689k

End of Memorandum
A mortgage is a conveyance granted to a creditor by a debtor upon condition that if the debtor shall by a certain day pay the debt the creditor may recover, or what is the same thing the creditor shall recover or to render the pledge non-logical the grant shall become void.

The grantor in the lease is called the Mortgagor. The grantee is the Mortgagee.

A deed in equity of a solicitor when he says these are two bonds in the common name of Adam and eve.

Pledges are to be sure of two persons one dead and one living but the former is to the mortgage. This is usual in the purchase of the creditor for the mortgage to convey but this is not necessary for the more may maintain an action of ejectment on the mortgage.

This is a common law of conveyance in the most ordinary way of the mortgage for otherwise the legal title is in the mortgagee appurtenant and then for enforcement of the cause.
A mortgage must depend upon legal proof. Mortgage is called a deed, pledge as contra distinguished from allying one known as the mortgage to perform the conditions. The estate becomes absolute and the mortgage may enter upon it and take possession without any possibility of being executed by law by the mortgagee to whom the land is now forever due. A mortgage, there is an estate pledged by the debtor for a security of his creditor's demands and the mortgagee probably means the thing put in pledge or the land and not an instrument of transfer the enforcement by which it is held.

The condition of a mortgage deed is called a refund and it may be either incorporated with the deed or in a separate instrument counting on the deed and refer
The latter answer is came from some between the parties as if annexed to the deed and incorporated with the instrument for being executed at the same time it has not but one disposition. But as between strangers it might different.

For one not knowing of the mortgage, may purchase of the land who knows the deed is free and so fee the mortgagee.

There is a distinction at common law between a grant made to secure a mere gift and a grant to secure an antecedent debt. In the latter case, the debt and the mortgagee is the same, it is not the debt for which is not satisfied. In the former case the title is not legally vested in the grantee for that which before was inchoate to him is now discharged.

The condition of a mortgage deed was formerly considered as a condition precedent, but is now considered as condition subsequent.
In mortage

Formely if a mortage were not paid the estate became vested with the
absolutely himself was permitted to have
his default and reconciled the it became
usual to grant for a long term or year
by way of mortage and the condition
be void on payment of the mortage
money and thus it remains in Eng-

Form W:7, W6190-2 Dec. 6321 4760 631
and 6101 6101 6212

In Eng it is customary to mortage to
for a year or it is settled that the mortg
no down on the less-

If a bond is given by the grantee condi-
for the purchase of the mortage due,
a bond of this condition of this nec
amounts to non payment of this is
any breach in the condition of the bond
the bond works a perfection

Form W:207 Dec. 6330 6387 Form 202
Mortgage is conditioned on the mortgagee’s right after death of a mortgagor to whom does the mortgage interest belong upon his death - double intercourse whether the money should be paid to the heirs or to his executrix who is his personal executrix - representative

1854 case no. 326 Testimony case 89
1st month 1864

Under certain circumstances it was payable to one or the other but since Courts of Chancery have considered mortgage as personal property it goes always to his executors and not to the heir.

Even if he has foreclosed and not taken possession the mortgage goes to the executor upon the death of the mortgagor. But if he has taken possession after foreclosure he has manifested his willed to consider as real property and therefore it goes to his heir.

As is a man gets a release of the right of redemption and not taken possession and dies it goes as personal property...
Mortgages in which the mortgagor is personal surety have been deminished and therefore ought to be considered as personal property and go to the executor and also another reason is that mortgage are considered as personal property.

If the money is made payable to the mortgagor or his heirs or executors the money may be paid to either of these persons.

27 March 1788

However the money is paid to the heir of the mortgagor, the heir will be compell'd to pay the money over to the executor.

27 March 1788

When a perfected mortgage the money is to be paid to the executor and in this case the heir must receive his interest to the mortgage.
Mortgage - after death of owner

And if in this case the money has been due
over to the heir, he is compelled to
pay over the money to the executor.

Done 1848 - Powell

If the mortgage goes to two or more execu-
tors either of them may pay the money
and redeem or may do any act or administration
which shall bind the other and the
Equity case above.

If the mortgage goes intestate, the mort-
gage goes to the administrator and
of the heir in possession, he may be
compelled to convey the mortgage title
to the administrator.

Done 1857 - 1861.

Even though the true mortgagee releases
the lieu still the heir is compelled
to convey to the administrator his estate.

Done 1851 - 1871.

If the owner appraises the estate to be wide
it will be used properly and the heir
will be entitled to it and not the executor
of the devisee he having disposed the same
in one in fact.
Mortgage. on a homestead.

233 23 A.M.

So also if a purchaser under the mortgage, by the absolute deed, and the estate is redeemed, the money paid is considered as real property, and goes to the heir of the purchaser. For by his taking a deed he indicates his intention of considering it as real property.

Secondly,

And if money is secured by mortgage, not considered to be paid out of land, the money is considered as real and all goes to the heir, because the money goes in the same manner as the arbitrators would if they had been actually paid.

3 P.M. 2111'

At two beaux make a loan and take a mortgage, they are not considered as joint tenants; they are not considered as joint tenants, as if they were thus, they would be absolute tenants.

2 25. 7 3 2 3 18. 1 8. 1 6 1. 8. 1.8 6. 6 6.

Mortgage—Contestant's right

Right of the spouse after her death

A widow may encumber the estate with
a mortgage as well as her dower

But if she does not join she is considered
as having her own dower

Bun 274

A jointness may redeem

Bun 228 12th Bun 28 12th 221

Bun 191 12th 27th 813 12th

So also if there is a settlement not carried
into execution but resting in articles only
she may redeem

If however the mortgage is made to the
mortgagor without knowledge of the jointness
she is prejudiced as to the wife

Bun 228 12th 223

If a jointness after marriage joins in a
mortgage to a man and mortgage of land the mortgage
may on the third of the redemption money or if the
sale is in possession the same has all the
interest which he acquired from the covenant
Bun 191 12th 28 39 12th 105
A jointure settled in land is only cord

28th day of August, 18...

A husband promises by bond to give his wife a certain settlement of the revenues from the mortgage as creditor after his death...

Children who have the title refuse to redeem under the mortgage...

25th July 18...

If a husband takes a mortgage in himself and wife of an overmancing, or entitled to the legal interest, in addition to an insufficient assets to pay his creditors...

30th June 18...

Witnesse...
This rule contemplate a mortgage in
the husband in the case of after marriage, in
the husband in the case of before marriage.

In England as well as here the wife is entitled
to terms in the case of non-execution of
a mortgage to be determined by a certain
time.

Lud

Mortgage of a joint coewnt estate on
the husband's interest in his wife's
estate

A husband by marriage no other inter
est than an estate for his own life by cur
tesy - he therefore cannot make by
his own act which shall bind her
or his heirs longer than his own life.

If the joint coewnt estate is the same
of the joint coewnt estate by a new or con
continuing coewnt estate

191 R 587
In case a widow or widower may make convey all the interest in her estate.

A widow or widower may make convey all the interest in her estate.

A widow or widower may make convey all the interest in her estate.

Powell 330 T.41 p.41, 1 Ed. 262. 263

Acts of the wife after coverture which amount to a reconstitution are not incorporated bind her and her heirs.

Acts of the wife after coverture which amount to a reconstitution are not incorporated bind her and her heirs.

Browne 53 Com. 261, 1 B. 261.

A widow's land is mortgaged to secure the husband's debt, his personal property shall be taken to discharge that debt, though in exclusion of his legacies for it was an advantage to his personal estate and would not jeopardize it.

Browne 262, 1 B. 262.
Mortgage

If a wife joins in encumbering her own estate in descent, by her husband's land she is entitled to assets out of his lands after death and stands in the place of a mortgagee herself.

If a woman holding a mortgage on another man's undivided and married land, and the husband makes a settlement in consideration of her future, the settlement is a purchase of the mortgage and if he dies before her the property she brought in goes to his encumbrance personal representative.

2 Ch. 8:104, 1 Tim. 2:13
Mortgage

But this does not hold in case of voluntary settlement made by the husband after marriage because such settlement is not
considered a property.

And a settlement in consideration of an annuity of her fortune this settlement is not a part of that annuity.

At 1st Rec in Ch 63

But if a settlement before marriage is intended to be in part of the real
property it is no part of the estate as named

Rec in Ch 63 1st Rec & 2d

An executive agreement to settle a fortune is a purchase
through the settlement is not made before marriage as considered in
equity what is partly done is not done.
Mortgage

And a settlement by the husband or settlement of the settlement falls short of the value required for

A husband may always make a mortgage in his own in the absence

Thus if he take possession of or hold anything to possession of

Or see where it to be made it his own


But an alienation of the interest girl by the husband is not rendering

While unless it is for a substantial consideration.

Once a gift of her mortgage is not good in the grantees

On reason is because if for some

On reason in because if for some

value he consideration she and her child

being any to have this the be but no

benefit an unenlighten party

2 P.M. 176

[Handwritten notes]
Of the husband and
Of the creditors taking possession
of the wife mortgaging the estate
do not retinue the wife
The court of equity will not allow during
until the attachment

If the husband becomes solvent
The wife retains the mortgage and
the court of equity will not compel the wife to deliver up the
Deeds of title because the creditors
and herself were upon an equal footing
and it is one who has the title of owner
remains in her, the legal estate

But if the assignment is made
for a valuable consideration to
an assignee she is compelled
to give up the title unless because
he had a right to sell it for a valuable consideration and this is not more
than encumbering and not right
When 2 20
Mortgage
And our agreement by the husband
to deliver the mortgage of the same as
a security of his debt will bind the
mortgagee for twenty years for the same reason.

...2042...304

Out of what fund shall the mortgage be redeemed after the death of the husband.

...the fund which has been increased by contracting the personal debt shall be taken to pay the debt.

...On his death his personal property is first taken to pay the debt.

...If an equity of redemption is given to the widow the redemption money must be paid by the executor and not by the heirs.

...By 2/49 Land by 3 1/2 358 Dec 21, 1801

...Eq. appr. Feb 209...

And though there is a kind grant to
pay 1/2 of the debt still the executor must
pay the debt if the has assets enough
for the benefit of the heirs.
of the mortgagee being the free
own property among his debts. 
still this must go to pay off the mo-
tgage first—this is only in
necessary
legacies—but in excess of specific
or general legacies, the

The personal funds are always, and
are increased by a mortgage or
Residuary legacies are proportion to the general
or specified legacies where the mortgagee
has not executed otherwise.

And even though this mortgage be made,
this new estate liable to this large
render the real estate liable only of
the personal funds insufficient
But if the real estate be deemed to be
owed to pay my debt different.
This general rule is not adopted to not to prejudice the simple contract creditors or speciallegates in favour of the firm. Being simple contract creditors because bond creditors bind the firm.

This is the mortgagor have simple contract creditors and bond creditors and the specially creditors take the personal property and enforce it. The simple contract creditors take of the real estate from the other free tenant. This is for so much as the specially creditors took of the personal.

Because the bond may take of the real estate and do not hold take the personal at the simple and it must have issues from here and home in it also to the same authorities as life.

The same rule latter in favour of the simple of bond creditors against
The devise—meaning rudimentary devise—

[Signature]

Contrary to a mortgage or sale, and devises her mortgage to a specific person.

[Signature]

Where the devise is broken and a devisee is specified, the heir is entitled to the benefit of the last rule.

No one can take under the will intelligible devisee, who he can take as heir at law.

A devisee in fee simple devisees to his son in fee—no one not take or devise, but as heir at law—

But if a devisee devisees to his son in fee—M the devisee is broken, and he takes

Addition, P. 7. P. 257. 681

No heir at law is never entitled to the personal property in exclusion to other general legates, because the devise is specific.

P. 257. 681

In a devisee a specific devise is a specific devise, but a mortgage—specific devise not obvious until.
Law of the Constitution.

The Constitution of the United States is the supreme law of the land. It is the basic law of the United States, providing the framework for the federal government. The Constitution was adopted on September 17, 1787, and it consists of 7 articles and 27 amendments.

The Constitution establishes the three branches of government: the legislative, executive, and judicial branches. The legislative branch is made up of the Congress, consisting of the Senate and the House of Representatives. The executive branch is headed by the President, who is elected to a four-year term. The judicial branch is made up of the Supreme Court and the lower federal courts.

The Constitution also guarantees certain rights and freedoms to the people, including freedom of speech, religion, and the press, as well as the right to a fair trial and protection from unreasonable search and seizure.

The Constitution has been amended 27 times, with the most recent amendment being the 25th Amendment, adopted in 1967.

The Constitution is the foundation of American democracy and it is the source of law in the United States. It is a document that has withstood the test of time and continues to guide the nation as it faces new challenges and opportunities.

The Constitution is a living document that continues to evolve as the nation grows and changes. It is a testament to the wisdom and foresight of the Founding Fathers, who created a government that is both strong and responsive to the needs of the people.

The Constitution is a document that is both inspiring and challenging. It is a reminder that we must always be vigilant in upholding the principles of liberty and justice that it embodies.
nor to longer while till express any deviation or mass of limitation.

But then neither upon condition, etc. that provided for negro
conditions and the conditions
were given and paid in limitation.

The difference between those estates
is important.

[Handwritten notes]

wife of 386 3 7 41

wife of 386 3 7 41

of the word is a limitation the
estate was immediately on the
happening of the contingencies
just noted and she asked
And the estate was not voidable
but void.

But if the word is a condition that
complements the estate to continue
beyond the condition, unless taken
depository off by the demand of a
woman or minor, then later the estate
is not void but voidable. The woman
may take ad convenience.
It is clearly worse, but if he does not it continues.
To the last, unless it is one except
then it the breach is to over to a third person, but the word is
conditioned in limitation and
with breach to establish
force fact test case and you can
immediately with the correspondence
abolish the land and this other is not
otherwise the third person would
be remediless. [Note 1484]

A clause contains a clause authorizing
the latter to consent or nonconsent
ment of consent or actual entry is not
necessary to support an action of
rejoinder. A justifiable entry is
sufficient for that purpose because
they can the steps is always before
I can defend the defense on that case.

July 4th 1879.

It was formerly thought that a
condition in clean. And the cause
should not assign to the order.
2. A condition that if they become bankrupt the lessee shall not be.
3. Also a condition that if he shall not pay debts in good for their bonds in assign-ment and additional assign-ment.
4. 133. 0. 105. 8. 1. 8. 7. 7. 6. 1. 8. 8.
6. A condition that if they become bankrupt the lessee shall not be.
7. Also a condition that if he shall not pay debts in good for their bonds in assign-ment and additional assign-ment.
Neal Property
5 Ths 1740 A.D.

An express subsequent condition is impossible; the condition is void and the lease is good. If also of a subsequent condition became void afterwards the whole with some the estate is absolute and the condition void...

To also if it be made impossible by the grantors own acts for the

You do not require impossible


Finally of the condition be contrary
to law is inconsistent with the

nature of the estate. the Condition
c void and the estate becomes of

absolute 2 Count.

Condition precedent which on
impossible or contingent occurs,
themselves void and nên case
the event of estate. for no moment
agreed on estates by an unlawful act or be benefited by his unlawful acts. The performance of conditions is what is called matter in Paris being a thing which may be extinguished by fraud and no con

Reduction of the matter.

England, 1710

D. Blackmore 54th
Mortgage

A specific legatee is one to whom some specific property is bequeathed in exclusion of all other persons.

Sec 3

Though the mortgagor devises his estate with the incumbrances thereupon yet it shall be held to charge the debts unless still the mortgagee will be free from incumbrance.

And if there appears on the face of the devise a clear positive intention that the mortgagee shall be unincumbered the person and property shall not only be taken to pay but if insufficient to pay then the real estate shall be sold to discharge the mortgage debt for this seems to have been the manifest intention to free the mortgagee from any incumbrance.

But if a mortgagee sells in answer the mortgagee the heirs of the assignee have no claims as to the personal.
Most of the money paid on the mortgage
is not properly the debt to the owner,
of the right of redemption, the land,
which is paid shall bear the debt and
not the personal amount of the debtor
who purchased because his person
was paid has not been increased.

Rules regulating the interest.

Interest on interest under the statute
in England is 5 percent here absent
very often.

Reserving more than lawful interest
makes the contract invalid.
But does not incur the penalty.
A mortgageee is given two warnings:

1. A mortgage is given to secure more than lawful interest, the mortgaging as well as the personal possession is void.

2. If a mortgagee who holds a mortgage is warned for 5 per cent and the mortgagee pays 5, the mortgage is void.

This will not make any contract void per se.

Difference in chambery between an agreement by a mortgagee to pay 4 per cent with a clause to pay 5 if the contract is not punctually paid and a similar agreement to pay 5 with to pay 4 if punctually paid for the latter found in equity.

Perfectly margin to pays goods.
Mortgage and interest calculated because the effect may be produced by either form as if one will not answer, the other will, but it is settled and cannot be overthrown.

Pre in 1610 3 Bovl 481 38#1620

And if a mortgage is given for five percent and the mortgagor covenants that if the money is not paid punctually then 5% and 1/3 cent shall be paid is good because the same is prejudicial and the course of equity will enjoin it.

Pre in 1615 note 2 Bovl 1344

And a clause in the condition that the interest shall be awarded upon neglect of performance if undetermined is given to the mortgagor by the mortgagor because the penalty is considered good.

Bovl 1344 note 68 p. 1817 1843 2.

Compound interest is not allowed even if the agreement is made from interest.

Pre in Bovl 110 2 16#1657 1675 282.
Mortgage Interest enforcement?

But if the mortgagee assigns the mortgage with the concurrence of the mortgagor the assignee may pay collected interest upon all the money paid to the assignee assigned by the mortgage by the mortgagee.

Then 162 R 86 cas. 528 Chron. 330

But if the mortgagee sells without the concurrence of the mortgagor the mortgagor may only be compelled to pay the legal interest.

Still if there is an intention between the mortgagee and assignee merely to make the mortgagor pay compound interest although the mortgagee earns still the compound interest will not be allowed.

And when an account is made out by the mortgagee between him and the assignee after assignee this is not sufficient to bind the mortgagor to pay compound interest.

But this report of a master in chancery the interest connects the interest into

---

[Signature or initials]
Entire time regulated after the computation because this is in the nature of a judgment in court.

But a master accounts against an infant mortgagee does not regularly convey to it the interest, principal—this means because the infant has been guilty of no negligence and this.

Contrary.

If an infant is able to redeem, the master computation converts the interest into principal.

"B. Bron, Bar in 1491"

And if an infant agrees to pay compound interest and receivers benefit for himself by this agreement even through defendant this contract is good.

"PP in abd 285, "Bom" 435, 85"

Mortgagees assigning an account which admits so much interest does not and the interest in the mortgage.
Mortgage - Interest how regulated

And in express agreement to pay interest

Upon interest is declared hard and not

allowed - but if after the interest has

arived the mortgagor promises to

pay interest when interest there is good

against the mortgagor.

Cath. 241, 23, 1, 482.

Tenant for life of the equity of redemption

is compelled by the remainderman
to keep down the interest.

Though the remainderman cannot effect the

tenant for life to redeem - but the remainder
man may buy the mortgage and then com

puls the tenant to redeem one third or more

Geb. 1205. 2 Ege. 1254. 6 ech. 223

Wor. 23, 1, 372.

But a tenant in tail is not compelled by
the remainderman on occasion
as issue in tail to keep down the interest
because the estate may last longer
2 because the tenant in tail could have their
claims by fine or common recovery

1520. 177. 475. 317. 236. 238.
Interest in legacies.

But if a tenant in tail is an infant, his guardian in possession may be compelled by the remaindermen to keep down the interest because during his minority he cannot bar their claims.

[Handwritten note]

Pare 507 x 2 Ch 412 Ver 533 1821

But if a tenant in tail dies before the entry of the remainder, the estate he held as tenant in tail shall be vested in the remaindermen and neither the tenant nor his assigns shall be bound to pay the money advanced by the tenant.

[Handwritten note]

&c. 26 32 1 Brown Ch 281

If a first mortgagee enter upon the land and permits the mortgagee to take the profits, the profits shall be applied to the payment of the first mortgagee's debt in preference of the 2 mortgagees because he defrauds the 2 mortgagees of applying those profits to himself.

[Handwritten note]

304 27 3 20 12 1200
Mortgage to whom paid

When the mortgagee gives the mortgagee a bond, the bond is made payable to the person to whom the interest the bond has the right to receive the money and discharge the mortgagee. But a person possessing the mortgagee has not a right to receive any more than the interest.

For paying the bond discharge the debt.

Sec. 128. 1 Brev. 151. 2 Brev. Ch. 249

1 Brev. at 145

If a mortgagee refuses to receive the money for the debt after forty days he loses the interest after the tender provided the mortgagee give 6 months notice.

1 Brev. at 146. 3 Brev. 154. 5

But if the mortgagee must make out that the money has always been tendered to him and that he has said no profit from the use of it, if he has used it this discharges the tender.
Cider has been added, and a part must be accepted by tender such as would be made in a county fair. |

The demand has been held that a tender of bank bills was good when the mortgagee made no objection and the mortgagor promised to exchange them if requested. |

The debt must be paid or tendered to the person of the mortgagee or in some place he appoints for this purpose, tendering at his dwelling house in his absence is not good. |

But if a place of tender is appointed, tender must be made at that place agreed upon in the contract. |

But if no place is mentioned and the mortgagee appoints a place,
When the money must be paid & a
notice is given to the party and the applicant
ment is reasonable, and if the party makes
no objection, this is what is your

And if the mortgagee fails to avoid the
tender a tender at the house of the party
is good this suspensory clause
appointed 1 Chanc 29

After tender defaults as interest
accrues.

But contra, if the mortgagee has doubt
as to any legal question he must
some time to take counsel before
the tender shall bind him and prevent
his receiving interest.

Bett. 12 2 Dy. vacat 673

The interest reserved on a mortgage
may be altered by a formal contract.

A deft may aid debt by personal evidence
in Chancery—But a plat cannot take advan-
tage of the personal evidence.

Ronald 20 2 Co 20

[Signature]
Interest when allowed?

Method of accounting

The mortgagor is never bound to account for the profits during his own possession; the mortgagor is only a pledgee; he has interest but not profits. 

A mortgage in possession must account for the profits, and the net avails must be applied to reduce the mortgage debt.

If a mortgagee, mortgagor a mortgage estate itself shall be in trust for no allowance as solvency or otherwise, and if there was an agreement that he should have such allowance is void as to all of the mortgage however dealing this to itself shall be paid.

If a mortgagee assigns the mortgage to an involuntary person without the above accorded, the assignee is responsible
A mortgagee is accountable only for the actual profits received unless it appears that he might have got more but for fraud and wilful neglect. Thus if he has hired the land for a less sum than is necessary or least how got more than in this case he must account for more.

In this case he is not chargeable even in favour of the subsequent encumbrance until he knows of such subsequent encumbrance.
Mode of accounting for the period of the mortgage.

If after the mortgage has assigned and after this a bill is brought against the assignee, the assignee must be a party to the suit.

In the case of several mortgages the account between the assignee and assigner is good against the rest unless some collusion is proved.

An account between the assignor and assignee will not conclude the assignor.

A remote assignee is not bound to account for the profits which accrued before his own time. The reason is the difficulty of taking those previous accounts. The previous profits must be assumed as agreed and go to reduce the mortgage interest.
Two modes of taking account:

1. By annual rests, applying the annual profits over the interest to sink the sink the principal.

2. To bring all the amount of profits into one sum and all the interest into one sum and then make a settlement; this is not a mortgage.

A method by the mortgagee, the former method sinks the greatly interest by sinking the principal.

When the account is greatly over the amount both of interest and annual rests are made by equity, but when under the latter method is adopted.

Foreclosure

And in order to the perpetuation of these funds the sum and interest before such a time as shall be forever specified from his right of redemption.

[Page 534]

1 Cor. 198 Vers. 248
The mortgage is in reversion. Chancery may compel a sale to discharge the debt—Rom 2:15, 3:19.

As a deed is made to several persons all must be made parties to one to foreclose—

1900 c. 308th

A court of law will never decree a judgment until the mortgage is forfeited until then there is right in equity since the debtor may pay before the day of forfeiture.

1905 c. 232d

On a bill to foreclose, the title of the grantee cannot be investigated, does not mean that the grantee cannot own the premises no right as grantee; but only means that the legal title cannot be given by equity—

1 Ch. c. 244 Bond 27

A grantee may pursue all his rights; one—able to close a judgment and must appear bond at the same time.
In case of a mortgagee recovering judgment upon the bond he may have his execution issued upon the right of redemption.

But when he pursues an action in equity a court of Eq may issue an injunction to stay the injunction action of ejectment.

A court of Chan will refuse a decree of man

A court of Chan will issue an injunction because it is

Entirely discretionary.

If upon a reference to the master to take an account between the mortgagor and mortgagee

If on the death of the mortgagor his heir brings to a bill to foreclose the debt is

Vulnerable because it belongs to the

executor who takes all personal assets.

1 Chan 58 2. do 29th 439.
Real Property Mortgage-Puerto Rico

The mortgagees' interest did not belong to their heirs.

But through thoes heirs has no right to recover if the, in the event of the grantee's death, there is good against the grantee, and the personal representatives may compel the heir to pay the debt or convey the land.

7th April 1865 10 B. A. 36°

On a decree to foreclose the time commenced in October months.

2nd Dec. 1875

A decree foreclosing the tenant in tail of an eye of redeem will bind all the issue and remaindermen—because the tenant in tail might have the estate by fire and bring in his former, he losing all his right to succeed with him. 1st April 1875 20th 36°
But if they is a tenant for life of an ey of
residue and there the remaindermen
he cannot bar the remainder because
he could not bar the remaindermen

As there are several co-tenants branches
and one is omitted the party may obtain
a decree against those that are joint
if 2 are joint and 1 is omitted then
the 2 are bound, but 3 not.

Rev u. 7. 3 18 185

When all the mortgage interest i devis
to a devise the devise may sue for
forclosure

Rev u. 46 318, 18 Chan. 38

An infant may be foreclosed but then
a day is always allowed to when coaus
and unless 16 months have passed

Rev u. 892 Rev u. Chan. 385 16. 228
Rev u. 324 2 279

Always considers a clause that if the
bonding of the infant does not show
cause within 6 months why the decree
Rev u. 148 should not stand
And if he does not show cause he
is absolutely prohibited whereas is
prorogued upon his

Burr 182 6th 532
182 6th 5th 6 7th 67th. 8 9th. 88th

But the infant obtaining full age is not
allowed to grant a bond or make any
mental. All that he is allowed to do
is to show cause why it should not
remain he may use any advice.

which if used at the time of proving
the decree would have prevented the
decree passing.

He may order the decree was issued
causes of precedent.

Burr 552 18th 59

But if a woman sole or her husband
mortgages land and the right of
redemption occurs during coverture
it decree to convert is preteritory
against her her husband may
not for her.
Upon the death of the lien mortgagee.

This is a kind of equitable title.

When 205 1 Jan 148 Debt 215

A factor may be opened by an act of the

giver himself, if for instance the giver having

obtained a foreclosure being an addict,

to recover the debt he seizes his right

of foreclosure and opens the age of redemption.

1 Eq c 1515 Sum 24550 50

12 Brown c 114 1st

Decided in our debtor court.

1 Root 202 not law

Lapse of time is always a considerable

objection to an ordering a decree.

2 Blm 6 111 7 Eq c 132 599

1 50 c 214 8 2 35

In England if the men you does not pay

the money at the time stipulated the

decree is confirmed by an additional order.

But on order him in con.

The court of Chan is always open in Eng.

Hun we have stated occasions.
Real Property Foreclosure

Though no day is given him yet she may avoid the seizure after conviction for just cause from a fraud

2 P.M. 1853 8 a.m. 23rd

If the mortgagor is guilty of any fraud or unfair conduct in offering his surrender the foreclosing may be made if need be, that is have the right of redemption.

1 P.M. 1853 2 a.m. 23rd
2 P.M. 1853 8 a.m. 24th

So when the mortgagee has obtained a foreclosure after the creditor gets you had informed him that they would pay the money due him. It was agreed because otherwise the creditor would have been

2 P.M. 1853 2 a.m. 24th 2 P.M. 1853

But where it is agreed in favor of creditor and circumstances they must pay the cost of obtaining the foreclosure or the mortgagee obtaining it.

2 P.M. 1853

The time limited for the payment of the debt may under special circumstances
a breach when eg it appears the proper
by is much much more than the principal
and interest amounts to-

Barna return 21 2 S.A. 20.15

And if the borrower is prevented by any
inevitable accident of paying the
money he may obtain an enlarg-
mement of time-

1 Ches 12 3 April 1947

A decree is never friendship in favour
of a mere voluntary decree
because he pay nothing for it
and of course knows nothing-

1 Eq 1 21 21 7 1 Chm 2 21 6

In which mortgage the vendor can be
only foreclosed this is always
not removable at law

1 May 20 21 Res in Ch 223

13/4 21 21 Chm 174

If the 2 you obtains a foreclosure again
the 2 you and the decree it tells you
the second has a right to demand
Devises by Judge Reeves

Devises have three modes of acquiring property.

1. Devises, where there is no will to regulate the amount but one takes as heir at law.

2. Devises by purchase and this is chiefly by Devises by purchase in the common acceptance, and one of that word.

By Devises

Devises and legacies used to mean the same, but the former (in the English) means what and estate of real property, whereas legacy is personal property. The term legacies in land is not uncommon though improper.

The present who takes under the last devise is called legatee.

Personal property does not pass to the heir but to the executor, if there is no will, and the heirs bear the legal title but not the beneficial title. The executor has nothing to do without property. Some statutes give them this right and this right may be exercised.

Lands are not subject to pay the debts unless made so by statute.
By the statute of Hen. 8 the niece was
destroyed and the person who was to
be kept a fee for the use of the
fee was to be the heir to Device.
By 32 Hen. 6 gave the right to Device.
But at the time of the severity of the
very particular statute
\[\text{Devere} \text{ } \]
\[\text{a privilege to some}
\text{Benefactors of the}
\text{Commonwealth} \]
\[\text{Joint tenants however could not devise}
\text{by this statute.} \]
\[\text{Construction of the statute.} \]
All persons could devise real and
personal property
\[\text{by the statute who could devise}
\text{personal property.} \]
\[\text{Statute Charles 2 has been criticized}
\text{every state in the Union that in certain}
\text{terms we have made our degrees as}
\text{men found in that State and as they}
\text{the decisions upon the construction}
\text{of that statute binds us} \]
\[\text{Construction of words in Device}
\text{different from the construction} \]
4

A testator means to pass it by word.
If they are consistent with own.

A man may create any estate by
will if he can by Deed and mother.

Bands must be all burning with
law easy to convey a life estate that
the lives must be given to the person
in case.

Then if a person can devise convey
any estates that might be conveyed
by obtained if there are heirs or nothing.
Devise

Technical expressions yield to the will of the Devisee; because they can't
as the Devisee is incapable.
But in Deeds, the Author is supposed
to have counsel and the technique
not yield to the will or intention of the
Testor.

An executory Devise cannot be conveyed
by will or by will.

This is in accordance
future; which the Common Law
not know.

The objection upon real estate
minority is different.

Personal property does not pass
that is acquired after the making
the will; but personal property
can pass if it is acquired after making
the will; the reason is the subject
of distinguishing the kind of
personal property that made this
distinction.

But in the case of real property,
this may be existing prior.

But the subject was after argued.
real property because all the real disposition is operating at the will of the testator at the time of making this republication. Wills are operative at the death of the testator. They may be revoked by any person having a reversion in the without writing a will. 12th Dec. 1771.

What may a man devise? May devise of the words of the English statute only a fee simple interest in a life estate during the life of another man is allowable. Here we have absolute free estate for life simple so that an estate in reversion may be devised.

No estate tain in common strictly called. A man may have however create an estate to a man but then his heirs will...
take the estate in fee-so that by our statute
an estate tail can be made for only one life.

The reason the law does not consider the first
title as tenant for life is because of the privileges
incident to the estate such as dower-

Can a man receive a possession of great
question more early obtained? After
would not be secured— but now different
opinions—it may be secured as well as fee

Pen on Dec 25

Lend over governs the will—notes with

personal property— the less core i rule
the lands lie in general the less land
means the place where the contract i
made—

No limitation upon a bond in M.D. less
17 years. So that a bond Creditor in
My State of the bond has over 12 years
and the debtor moves into this state (now) the
creditor cannot recover the bond—hardened

If the contract is not good when it is
made but good when it is made it will
be considered as good in point of any
court—but while a contract is made
in one country which is malum ini
No provision in any statute except what the statutes of Henry 7 give them—viz. permission to Devise a fee this means not a fee simple in possession.
A man cannot devise a life estate unless authorized by Statutes Common Law gives no right to devise real property.

29. Chapter 2 is cited by every statute and section of that Union, this is the foundation of all the previous ones.
Certain laws in force and good before 29. Chapter 2, viz. 17. following points determined under the statute of Henry 7.
Are much questioned, whether the same was good if written at different times: it is good.

Bour. 548. 12. 33

and the point contended that unless a writing in instrument and the last will and a revocation of all the next
Decease.

But it was agreed that there must be one will, but in one year and the will not be altered, but if any subsequent will is inconsistent with any former will the latter will operate as a revocation of that former one with which it was inconsistent.

Josh 5:5, 553

2. A case somewhat inconsistent.

A will, black out the in fea en. He afterwards married and wishes to make some provision for himself and therefore he makes another will giving black out to his will for life. The former will is good the fee vested in the heir and a life estate carried out.

Coh 221 1211 157

This was revocation voluntarv.

3. A will may be made to take effect according to some other instrument. Codicil never revokes a will. If a codicil is made to take effect, it is merely an addition to the will and added to the will as if it were from the former dispositions in the will.
Does one Codicil destroy the other? Supposing there are more than one.

Cush at 39. 1884 1284030

Another point - not lan.

A letter from a man at sea to his friend stating that he had will money good - not now.

A man also directs an attorney to make the will - make it and carry it to the testator - sign it. If the testator is incoherent - the will never be less than good - not now.

Feb 715

A man to his executor a sum of money to pay to some person - to whom he would appoint - but does not appoint any person. The money is a residuum and goes to Mr. Geo. white.

The request of G. L.

requires all lands receivable by Crown after the death of his nearest heir in waiting.
Devise. Requisites of the Will Ch. 2. 29
This writing must be signed by the Devisor or by some person under his direction.
4. It must be attested and subscribed by witnesses in the Devisor present.
5. The number of W is more.
They must be credible witnesses.
The whole will must be present at the time of attestation.

3 Decr. 218 3 Decr. 218

It must be done in the actual presence of the testator - Long Mighty.

One may give another power to devise his lands. But the last will must have all the requisites of the former and the devisees are supposed to take under the last devise - the first will transfer the property - the Devisor will

P M 346 p. B 283 289

Requisites
All wills must be in writing. Law does this differ from the statute of Frauds.
A must be signed by the Devisor.

It was questioned whether if the will was written in the same hand writing it was good without signing.

Non destit of a will is written by the man in no land and but his name be it in any place whether at top or bottom it is good.

Judge doubt this? for whereas he is not perfectly satisfied on would often consider it and then sign his name—

3 Dec 219

A will was sealed and not signed near it good among 7 Judges & thought sealing had sufficient

2 Mark 564

A subscription at the top was last written by the testator himself and hastily by his direction as if you had not already—

George Knox thinks a word el paso.
Devin

Dec 8 December 1827, Thursday

When a codicil is made referring to a will and adding where it may be found and is duly witnessed does the legally contemplate the will. See or supercise say the does not see a title of it should not be a sufficient conclusion to have the will to make it good.

Denny 634

It must be certain that the codicil contemplate the identical will.

La Northington Burr 328 will good.

In this case the codicil refers to only the personal property and Debtor, they say the will was not duly signed for such.

Credible Witnesses: quattuor venato

Conjugates or other, as wills.

See and these premises present in what you La Mansfield received they were not sure. Confirmed they released their legacy to Doc in Heath.

Descended her 3 to 2 not witnessed.
Next time 3 to 1 that it was the latter was


George never think the term of relitigation. If, then, to determine the credibility of the witness, but their interest is contingent and not such sufficient to include their testimony. As interest rests on till the death of the testator. He may revoke his will and change his interest may always be contrary. Witnesses must be competent and the word credible means only this, and does not refer to the credible interest in the testimony. They must be men of good character. By releasing his interest a witness may be eligible and entitled when this would cause of dissolution. The court determine this credible, and the jury.

Perhaps the lesser cannot know at the time remaining. He will settle over things or according to him.
Devise, requires under the date 1828,
I ask to swear this by an attorney
not signed authorized with his goods
the testator did not do it himself but
he directed it himself.
An exception — a man attempts to sign
and five in and over the will is
not good though his name is found
in another place written by his attor-
ney.
Must be attested and subscribed in
the presence of the testator.
They attest to his corporal signa-
ture. It is said they test to the testa-
tor's sanity but not true — they only
test the former fact.
Witnesses swore in one case the
testator that he was sane but proved
by other witnesses he was sane.

1 W 506 Peer v. Chan. 1842 2424 405
3 P.C. 2011 182.

If a man tells a witness he made the
instrument and signed it, it is enough.
The witness need not be present at
the same time.

What is the testator become?
The witnesses signed it when the testator could have seen them if he would. A testator can look through glass.

\[\text{Date: } 3 \text{ July } 1851 \text{ Ben in } 95\]
\[\text{Con 1 Hon 8} \text{ 1PM - Ben in captain}\]
\[\text{Con 2 8} \text{ 8} \]

If the witness not absolutely and their testification would not be good. 

\[\text{IPW} \]

Because no more legal for a will, personal property none.

Suppose 2 witnesses to sit well and 2 to sit well - one of the witness to the will witness to the will and making not good. 

\[\text{Con date } 95 \text{ 3 PM } 2052\]

A will signed and acknowledged not witnessed. Later witnessed make a codicil with 3 witnesses - not determined over at court on the point the will was absent - if the will was present it was good also by them.

\[\text{Con in June } 202 \text{ 2 PM 5 PM} \]
Devis Credibilita 15

Can 17 8 12 A.D. May 1569 Bartholomew
2 Strang 1253 other 3174 then 60 Cadre
Margins claimed 1 Dogg left 46
Cowell Devis

One sentence note on 02 27 0
Reduction under her other was
necessary. These are may ende
book XIII. The redit ceremony
are tantamount to a publication

Hon 16th will remain

If this one just absent the other must
Swear to the absent one. Signed
If they are all dead then next then
Handwriting and not for grants
they put the attestation

Cowell Devis ceremony

The mill is always resolved

The man of the one was given here, at his home
on a journey to London to celebrate the
January 1512
Descend

1. If a person dying intestate having widows and
   children, the third part of personal estate is dis-
   tributed to the children; the wife the rest to the
   issue or their legal representatives and
   having equal shares.
   If there is no widow the property goes equally
   to the children.

2. A widow without children takes one half
   the nearest of them takes the rest.

3. If there be no representation of the
   brothers and sisters children.

4. All nowness made by way of marriage or
   posthumous child shall take equally.

5. If dying intestate,

6. Distribution made in descending line

7. Written on Wills, 4 Burns Subscriptor

Posthumous child shall take equally

Wray 1870, with the other children

1152, 35, 21, Born 1796, 1, Bury 38.
Comp 215 by stripes and not by captivity, where the affinity is equal. 
See in Ch. 34. 1 Peter 3:6 1 Peter 2:4 1 Peter 3:5

Repe of uncle, continued as in 1 Peter 2:7

Repe cannot take a refuge certain another than brother child.

1 Peter 3:5

1 Peter 5:9 - 2 Thess 2:3 comp. 2 Thess 10:8 
See in Ch. 2:5

All of the same divided into equally.

1 Peter 2:17 1 Peter 3:5 4:18 4:19. See in Ch. 5:27

1 Peter 2:5-11, 1 Peter 4:1 2 Peter 2:15

1 Thess 4:12-17 2 Thess 12:4 Paul loved them 

caringly with his whole heart.

1 Thess 5:18. 1 Peter 5:3 - 2 Peter 1:7 

X not born the same as in x2.

1 Peter 2:8. Colateral affinity which 

by further cousins have equal 

true - Luke 7:1. Hanley as Hanley 

1 Thess 5:18 1 Peter 3:5 2 Peter 1:7

X to Annunciation - 2 Peter 3:12

3 Thess 3:7 4:20

2 Peter 3:10
Decent: Jan 7 26 31

And if there is any cause they take the same as those in England under the authority of their
mother can as a necessary incident to the child

The father inherits from the children real estate
of the estate did not come from in fractional

case. The blood does not mean in the literal sense

By common the real property can never

Inherit no issue and the property come
by the fractional line it cannot go to the

ancestors or relatives with the fact of the

maternal line - it must be of the blood
of the ancestor from whence it came

While this is not fiction issue an ancestor

is presumed fact fiction of none

really exists.

Hence a fictitious

The half blood can never inherit at Common law.

Saw in Massachusetts

If any person is seized or any way entitled
to it shall attend to the children in equal

share and in most of issues to give to the

father of any and if not to the mother if any

and if not to the next of kin.
not determined whether the issue take her capite or
her statutes as respects grandchildren, nephews, and
nieces.

Same as in New York.

In case of failure of issue, the father shall take
the whole. If the mother has been and it
would have gone to the father and mother
no issue nor father—then the mother is made
equal to the children and they take per
capita.

No issue father, mother, or sister, give to the
mother separate from the statute of father,
which considers
when nothing of the former goes to the rest of
him—niephews and nieces, and so forth.

The computation must be by the widow
the statute.

Those of equal line who claim through
the nearest ancestor have the priority.

New Hampshire

To the widow child the rest of him.
A child under the age of twenty-one
given to the brothers and sisters. Over
nineteen to the father no father—then
to the mother and brothers and sisters.
Pecuniary

Some surprising events in Connecticut, more complicated here than in other states.

In the State line as under Charles 1, whereby a double portion was given to the eldest son.

Two State statutes in duality between a 먼저, and that which came by purchase and

ancestral must come from some ancestor who

no issue, not always to the next of kin

next to the brother and sister.

It must go to the brother and sister from whom the same blood from whom it came half

blood or whole blood.

If no next of kin then the ancestral estate is

treated as a purchased estate,

purchased estate goes to the brother

and sister if the whole blood and their

direct representation if none to their

grandchildren, if none to the half blood and

their direct representation if none to the

next of kin.

Half real property may go to father

and mother who hold in joint tenancy

but of personal property goes to the

father only with living

representation 2.

If the son or daughter of the

next heir, and if no children, divided equally

among the next of kin.
no representation beyond brother and sister.

Mary and the state adopt the common law maxim seisin fact of title. It makes provision for real property of which the intestate was seized. It also provides that all estates tail escheat after the statute shall be considered as fee and descend seismally.

With the intestate I go to his children of his body. I will follow the form of the gift of to the issue female then to their

The statute says it descends to the children and their descendants and their descendants of any equally. This means her siblings and not her capitas which might be inferred from the words of the statute.

The being no amount given to the female

If the property come from the father and he is dead then to his wife then being no children no ancestor of the father from whom it came then to the mother from whose and if dead then to her ancestors though they have no blood of first Francisco

To the same: to the father whose father of the father his descendants grandfather his descendants no ancestors to the mothers

Brother his ancestors descendants their as before
In remainder and reversion, bysame grantee.

The time when estates are to be enforced and

1. Kinds in possession and expectancy

2. Expectancy 2. reversion 1. remainder

3. Remainder 4. reversion which is made

by the operation of law.

In estate of possession there passes a present estate and a right of present enjoyment.

From the Coate 1 Remo. Dec. 24th

1. B.C. 1618.

The remainder is one whose estate is to take effect

and be enforced after another estate is determined.

Black are to be for years to be seen.


An estate in rem and the succeeding estate

form in the eye of the law but one estate all

the parts are equal to the whole

To fit for years to fit by.

in fee to fall

make but one entire undistorted


None no remainder can be limited after a fee

simple because if it includes the whole in

remittance

It is not even in the estate, for that a fee

may be limited after a fee but the former

may be divisible or sine condition which creates


In the creation of a new the most remains.
An exception in of a rent to commence in future being granted in some - but rent need not be created by liberty of seisin.

A rent in 20th Year 28th 29th 30th

A contingent estate is one which is to arise upon some uncertain event - there is no vestment in interest because there is to succeed therefor.

A contingent estate is one which is to arise upon some uncertain event. There is no vestment in interest because there is to succeed therefor.

Rent in a remainder cannot be created to commence in future. It means that a remainder cannot be created at the time of granting the particular estate unless a contingent remainder is created. But if the freehold estate passes in that of granting the particular estate contingent remainder to it when the reversion
of the remainder to be held for ever, unless the tenant, the tenant, and the tenant for a term in fee. The remainder to be held for ever, unless the tenant, the tenant for a term in fee. The remainder to be held for ever, unless the tenant, the tenant for a term in fee. The remainder to be held for ever, unless the tenant, the tenant for a term in fee.

To a term in fee, if there be freehold is given to A or either to A for B, that is to B as it conveys the freehold to B, which has a vested remainder.

A lease at will will not support a remainder. It is so precarious and uncertain.

Deed of 8 Geo 5. May 151.

The particular estate is void in the creation. The rem intende to be engrossed on it and for the same particular estate which is necessary.

To the unmade son of A for life to B intestate.

But if a lease is made to one not in case for a remainder in fee the latter will take by devise a thousand of a remainder this arises from a former lease to will.
And says Blackstone of the jointure clause, it is good in doctrine but of uncertain effect. It would be before the remainder tenant to take upon him, vested in the remainder.

This may be true when applied to contingent remainder but not to vested remainder.

As a general rule when the jointure covenants well create the premature determination of the particular estate does not vest the remainder.

2 56 10 1 1807 2 Wood 18 1 180 2 162 155 5

18 0 10 1 2 0 5 2 0 9 1 5 0 5

In cases where the jointure vests a vested remainder.

To abolish a life interest not paying a vested remainder.

If it does not pay - the remainder is desirable. But is not there a contingent remainder - the rule is always applicable to contingent remainder and not to vested remainder, unless the case first can be construed into a vested remainder.

I have not in mind covenants of first but of the second at the time of making the particular estate.

Not but that the remainder may be granted away but that it cannot be considered as a remainder. It means that the contingent right only passes out of the grantor with the particular estate.
6
Remainder

It is now well settled that where an estate in
limited upon some contingency the fee rest
or remainder continues in the grantor
until the contingency happens.

It follows that a rem. cannot be limited on
an estate for a life time because it
must have at the same time with the
particular estate.

A convey today a life estate for blood as
something to happen or contingency in the same if it will be a succession but not a
remainder.

The remainder must be created by the same
instrument with that creates the particular
estate.

B.

The rem. must vest in the grantee dur-
ing the continuance of the particular
estate or so instantly that it continues
this means vesting in interest.

for us they make best one estate i.e. estate
they must be in one together if there
is any interval of termi between them.
To after life remainder to mention in
of B. - The son is born during the life of the particular estate. An interest in it will come upon his birth. Therefore it is good to state for life, remainder in fee to the survivor. This remainder is constant until it determines in the survivor.

For if the son is not born before the death of the owner, this remainder cannot vest.

2 BC 158; Pond 25; Temp 233.
4 Jul 287; 240 2 Pond 197-530

And for the same reason 10/24th
Rem. to B in fee after a year after the death of A; this cannot vest because it makes an interval which the law aboard. Pond 25; Temp 233 4th

When this last rule is founded
Contingent remainder.

2 kinds of remainder:
1 Testate - 2 Contingent

Parties in one by which a present
interest passes through to be engaged
in futuro - vested in interest only.

2 BC 158; Temp 1 Pond 248
Contingent Bess - are given
a life interest in present interest
A writm to take effact when some
future Contingency

A B 10 9 156 6 6 11
June 2 3 27 May 19 2 4 16
11 2 12 15 12 2 25 0

Find by the Common Law a free
for the eldest son of A who was in
ventue or mens he cannot take-
11 11 Wm 3 abolished a prenunon
and may take when the common
limited to an unborn son

W 17 9 9 9 9 9 9 9

Yet a remand must be limited to
one unborn but it must be such
as one can suft to the ability
to keep

This may take from hence

B B 10 0 01 7 5 0 08 9 8

This is not a word of freuence but a limitation

The beginning of the

The agreement of

The agreement to

The agreement to
Contingent tenants of freehold cannot be limited after any statute less than the hold. To A for 12 years to the unbearson, if it carries no remainder.

But if the estate is as before, such term is good for a freehold does pass a life term of a freehold—and the tenant may let it to the successor.

A contingent may be defeated by determining of the particular estate before the contingency happens upon which it was limited.
To A mortises to the uncor sort
of B. in the tenor and void

2411. 248252
263258262250252

So a cor, them may be hard by a fire and
fire of recovery, and by the particular ten-
and though the tenant suffers a
recovery to himself the same.

This does not hold with regard to sale
Reminders, because here the particular
estate is determined.

1638 Oct. 6th
Sloth 22nd 14 Nov. 1809 Log.

The man actual possession does not destroy
the remainder of the right of entry, to succeed
until the contingency happens

1635 2 19th 1805-1806 12 Nov 1814
Log. 6th

Under rules & side paying across the necessity
of introducing trustees during the particular
one estate.

To other remainder to be seeing the life of a
remainder to D in se non if it projects his
estate success his life. The trustee helps
up a particular estate until the contingency
of death happens when the remainder
rests in D the trustees have no beneficen
Remainders

Title they hold for the use of 2 these trustees
may however claim their legal estate
but they equity title is preserved for the common
206 172 21 Inst 358 b 651 Lem 84 89 88
95 12 13 152 157

Sec 2.

A man has a discretion of 2 discretion. A man an
secured for the payment of simple contract
debt and liquors not amount to pay both
which shall be her said her to contract with a
man must be honest before he is liberal
authorities required in this way of ceding
(says (red) keeper right ceding)

Whether a remainder is vested or contingent
depends upon the time. it does not depend
upon the possibility that it will take effect
in possession. children upon the possibility
for the former may settle and the
latter may be very great yet it may be
vested.

To A in tail remainder to B in fee. A may
not and his issue before B yet it is at the
gather improbable and it may be a young
man and have a remainder vested

This is a vested remainder.

[Redacted]

[Redacted]

Contra. To A in tail with provision that if B
continue to be a man of 100 it goes to B in remainder.
12th Remainder

Here there is hardly a possibility of it being good.

Ward, in the Criticism: And the

1. uncertainty whether a men will vest
   in interest and not the futuretons uncer-
   tainty of ever vesting in possession

Ward 102

Ed for life. Then to his face is vested but

this may never take effect.

But Ed for life, then to his devise the

survives, and since it is contingent.

because it is uncertain whether it never

take effect in interest which leads to this

Criticism

2. The present capacity of the men taking
    effect if the present. A particular estate
    should determine makes the difference
    between vested and can be

To A for life men in fee, if A died

die I might take immediately.

But To A for life, provided B shall

stay within such a term of money.

A fees, when the money is had. not

good as a vested remainder but is a

Contingent Remainder according

To Ward 2 Rule 149
Remainder

Remainder to two persons for life with
them in one event to one and in another
event to another there an called Lion

Remainder 21 Bac 312 1633 Eng 303 Conf 31

If it is said Cross them cannot take effect
if limited to more than two that if there is more
than the cross remaining

If the cross is not to be seized by implication
the presumption is in favor of one of these
is the number but when in favor of
more than two the presumption is against
the crossing them

But that presumption may be rebutted
by evidence to show the intention to cross

Cross 1780 307 1 East 229 2 on 30 Do
2116

It is said Cross them cannot be rebutted
by deed - incorrect cannot be said
by implication in a deed although they
may in a conveyance, though of express
in the good East 4d 16

By a statute of 9 Geo 3 the may occur that a use
God or may be created by the to commence
in effect of granted to person to
living or to beneficiaries of some person
The construction of this statute has been gradually determined
Stat Con v. 123
Prin fr. Con Remainders

**Incurvitory Device**

This is a species of tenement which is, not in expectancy, but upon some contingency.

This may include a remainder in this,

2 B C 112

Old definition. A devise of a future interest not to take effect until the devisee's death but upon some contingency.

This may include a remainder in this,

2 B C 112 1 Eq ca ab 125

An In Devise or bequest is such a limitation as the tenant admits in uses, but not in deeds.

Comp 225

2 Param 388 Com 287 808

A devisee such a limitation as the devisee can take effect as a contingent remainder.

A devisee can become a remainder on a contingency, because the same attorn's terms vade sine in coeteris.

Comp 298 808 2 116 808

Comp 225

2 Param 388 Com 287 808

A devisee such a limitation as the devisee can take effect as a contingent remainder.

A devisee can become a remainder on a contingency, because the same attorn's terms vade sine in coeteris.
1. By an Act of Parliament, a berth may be made in a town in order to serve the public estate. 

2. By an Act of Parliament, a berth may be made in a town in order to serve the public estate.

3. By an Act of Parliament, a berth may be made in a town in order to serve the public estate.

If a contingency occurs in such a manner, and after some breach has occurred, and such a particular estate determination, whether the contingency is found to serve the public estate, would have been sufficient to have supported a contingent remainder. To the life tenant, the estate may be held by the mortgagor, and then the tenant takes the remainder. If a tenant takes the remainder, the estate is vested in the life tenant, and the tenant takes the remainder.
The theory of the law is not that the second
inhabitant after the determinate of the
one year but as a substitute for the former
then Pen on Rev 253-51, Rom 318
11 Med. 120-
A command to be bidden, after which the interest is good.

In A for £100 to B in fee is good.

26 Apr. 1741, 211. 23d.

8,000. 95.

No matter how the circumstances change, the nature

26, 600, 497. 174. Item 30. 4th. 8,05 1st. 9th. 10,64. 5d.

All these distinctions relate to the difference of mode in this creation and not in the nature of the relation.

Item 306.

And, 1st, 15th. Remainder and reversion.

Arrangement of the deed. A promise to pay £100,000 a year for 30 years from the 3d. is the good. In England, this would not be good, but in all other

all other societies, if the statute promise is the same, it is sufficiently good, agreed to be good by

Author: Fr. 6th. Term.

In relation to the nature of the trust, the difference

A tenement may be held by one as a commend, but as a tenement, cannot be.

For a tenement is only a part of the personal estate held and, according to other societies, is not.

The tenement is connected with and dependent

upon the fees of imagination.

2,617. 3. 3d. 5th. 1843.

2,703. 2d. 10th. 5th. 52.

Hence the period during which the ultimate summation

on which the tenement must depend is

otherwise, it would be a perpetuity in being.
Any limitation tending to affect a title... and the preceding estate never but... the limitation over, shall take effect.
To A for life comm. B if he shall be the son... or B and if he does not to C. It does not then... 25 1/2.
And in this case, a moiety is worth 1/2 and C dies before the estate. By death, it... the present estate determined.

= Doux 22 120° 340° 122° Own Gold 22
The rule is that one whereby in the subsequent
limitation is limited to refer to person and
the person fails the latter fails also

2 Th 251

Let's on

2 Th 251

Part from all assignable, descendable, transmis
able and in equity assignable.
It will pass to only personal representatives.
It may then for be assignable and it may
be conveyed away by deed.
Can it pass and in fee can be assignable
only in equity whereas vested fees may
be assigned in fee by law.

But 2 Th 251 again

Possibilities of the with an interest are called

Canting and Executing devise.
One doubt whether it or not descends
to the heir and afterwards whether it could
be revived wherein is assignable.

Turn 286-291 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

But such devise to the heir does not neces
Every devisee

and if it descend to the person who is his

testate remainderman at the time the devise

happens. For the remainderman should die before

the devisee.

1 Tet 218 29 29 23 29 218

Formerly a distinction between remainder

in personal and real property, but

there is no difference the same rule holds

to both. 2 Wend 218 249

Cont in Res or Exce Devisee cannot be

granted by law in deed.

2 Wend 187 212 215 215

Word 218 228 239

Both a cox N. W. En B. being a forfeited

may pass by joint or common recovery.

because it must be something real.

This supposes the same to be freed by the

release himself.

2 Wend 180 7 12 2 38 20

Ch 11 5 20 211 310 213

But though these two cannot be conveyed

unto the law yet they may be released

to the owner of the land itself—For the

is not considered as conveying one.
May be assigned in equity.

The assignment must be for a valuable consideration or a consideration in the second degree.

A voluntary assignment is never enforced.

Events happening before the testatrix's death may change the estate to an executory

If the event happens after the testatrix's death it is limited by the contingency it may be changed from a contingency into an executory devise — because this consequence is

provided for by a limitation in the contingent

ment itself. {Deed 170 170} 27 June 1772 249

After the first limitation a executory devise

the other must be so also a half followet

It is one who the first visit in possession

the remainder ones visit in interest

This cannot possibly extend to cases where an estate depends upon subsequent limitation.
Estates in Reversion

As the residue of an estate left in trust to commence after the determination of some particular estate created by him.

To A for 100 years, after this term expire, then to come to the grantor.

The reversion by operation of law without any reservation in the grantor is some authority.

A reversion created by act of God is subject to the operation of law.

But a reversion may be transferred as well as a remainder when it is vested.

A con reversionary interest is not transferable at law.

A mere grant of an estate to A, who remains to the grantor himself, is not even a reversion but a remainder.

[Handwritten notes and scribbles]
Contingent Grant or a lease with reversion or remainder.

When a reversion is reserved in a lease, it is incident to the reversion—i.e., it follows the reversion.

But not in reversionary incidents to the reversion, for by words the one may pass without the other.

This will only happen where a reversionary interest may be vested in the word land, as null grantor, thus only a reversionary interest in land.

Reversion.

Before the statute of frauds, it could not pass unless by fine with attachment or by recovery with attachment.
The reason was because the estate could not be conveyed by indenture that is by weary of deven
since it was not in possession
A New of years might be long been drawn
And without deed for there was a chattel interest
And being of being unnecessary

Perhaps it may be valuable both ways source-
A devis of a free is good without an attachment

So may any particular part of a receiver of it
be granted away - a particular estate with
limitations over may be granted in a Lease.

On as well as an estate in Possession
To A for years - O per life - Dia tale 

And then may be a receiver of a chattel
interest as if a fee-

Thus it having a term for years may convey
away for 20 years and that it will revert to him
again for the 20 years

An estate that does not annul the whole for -

Summarily the receiver is not entitled to repossessed
that the land unless 97 of no value released
Reversion

The reversion may be divided by a tenant in tail, and the issue may continue forever so that it is really of little worth and is not considered as at all.

When a greater and lesser estate meet in the same person without any intermediate estate the less is necessary to the greater, and none of such an estate can be a tenant in tail.

A tenant for years purchases the reversion and becomes tenant in tail.

21a 6/1778. Ash. Eliz. 902

Seditions 1/87.

But to effect this the two estates must meet in one and the same person in one and the same right.

Blund. 418. 21a 6/1776. Ash. 418/88

Coke. Same 275. - exception

When the estate tail meets the reversion no manner of treason can be shown against which is necessary and a tenant in tail cannot secure his estate or revenue.

2 Coke 601. 8 Coke 617a. Ash. Eliz. 905

End of tenure can be shown against.

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