Real Estate

You will you distinguish between real and personal estate?

I have seen no definition of real property that conveys a adequate idea. Some say the immovable - that you can't drive it about like cattle; yet some real property is movable - often say it what goes to the sea - not to the sea. This is not true. A man may have an estate for life, this real property. The real property is what a man rovers or found above a estate for life, including that, in real property.

This real property is divided into corporeal and incorporeal. Corporeal property is land, all included in corporeal.

Land is land. A person cannot move in the actual enjoyment of the land, and cannot alter it all growing from it, or that is produced from manure, or that is lived on.

The word land is very extensive in its signification. Land is a corporeal estate, when a man conveys land, all things of course.
Real Estate

An encroachment in real estate is different. Suppose a man has a right of way; that is real estate. But he doesn't own it, only a right to go over it.

Of a fee simple in certain words - whether from ministerial offices, or a grant and for life in a way an encroachment.

I will now take some notice of the word lien.

When a man gives an estate to another, Lien, what is meant? Clearly, he means to convey a fee simple. But his Lien has no estate in it, in fact even the use children do not inherit while living in mansa. They have no interest in it. If the mortgagee of it as a life estate - it only means therefore to describe the quantity of an estate, then an estate to A is a Lien. A fee simple cannot be obtained unless the tenant lien is one of the conditions of the estate, that is, fee tail. If the man does not dispose of his property in any manner, it will go to

Deeds of Deed.
Real Estate

But men soon became dissatisfied with this, and had
3

for years & afterward for life. After this, however, men
wished for lands not only for life, but to descend to their
children. Thus they accomplished by converting the
lands into alienable lands given to others in
estate only for life, but given to others to them
cornerstone

simple.

The intestate's heirs under the primogeniture

rights only meant issue that descended directly from his
body, i.e. it might go to any lady descended from the
blood of the first purchaser. Thus it conveyed to the
descendants of his intestate, and it has continued since now any

heirs, directly descended from him, may inherit it. Afterward, by

deeds, they let in all collateral heirs

by considering that land newly purchased as a person.

antiquated and a modern prejudice.

As to the origin of estates. Be these then, as

necessary to speak of the feudal system. As the

Northern nations broke into the Roman Empire they

had no particular lands, as we have — the right of

distributing the lands was supposed to rest in the leader

or principal man of the band. He distributed it to his

officers, & they to their followers. The interest was wholly

at the will of the distributor; a sort of estate at will —
Real Estate

This was the origin of the oath of allegiance or fealty. It was taken to the Crown in chief; it was a promise to follow kings in his wars and attend him in his court. If they were at any estate at all, or if there was a more permanent settlement, they took short leases. Afterwards they gave estates for the life of the son, and some other wise it is not known, or was not certain. This gave them all property in the estate, and no one else had a claim on it before. An estate given to a man who is an estate's heir.

They wanted their estate to descend to their children in order to effect the same claim was necessary to them. It is said in the common law, to a man the heir is to descend to him, yet there was not an absolute right in the heir. The heir had no estate till descent of the heir, for till he died there was no heir. It was only a contingent right that it should go to his heir on his death. At that time, 'heir' included only children, descendants, and injunction, not collateral relations.

It was descendent to every person who was of the blood of the purchaser. Lady Constitution is just another. She is the one who is the heir. Every one of Constitution died, then. If John died, it would go to his heir on his death. It is of the blood of the first purchaser, Lewis, a brother of Constitution.
Real Estate

But at length a nearly purchase estate was allowed by a fiction to be considered as feudum antiquum.
As it was in fact a feudum novum, i.e. it shall go to any relation lineal or collateral.

But if it is capable of demonstration that it is a feudum antiquum or feudum novum it shall never be inherited by relation descending from a different stock.

But these estates were not alienable or derivable, the course of the business was very gradual. Where a purchase was made of the whole estate, one fourth might be aliened. This was introduced by the Crusaders.

Soon after one half might be aliened by usage.

Afterwards the whole became alienable if the estate was purchased by an heir, & heir assign.

The next ascendent estates were treated in the same manner; first, one fourth to

After the Stat. quia emptores & dediti, all persons were allowed to alienate their parts except tenants in capite; they might by paying fines,

This permission of alienation was a very thing to the nobility, for the commons got the money out of their hands; they endeavored to prevent it.

They therefore conveyed their estates to some child.

The Dein of their body, they thought that this would be in the

弊端 only on estate for life. Then the court went to the children. To be at

was considered for a long time.
Real Estate

...But at length the 3d. considers the Lees & "entails" to mean aFree
simple conditional, i.e. one which in a deed should be omitted.

The necessity then got the start as a common

which prohibited such alterations, it caused
such estates to descend shagged from generation

to generation, there were means then devised to

1st. an estate is given to one's heir, tail, if the word heir or heirs is not used, i.e. an

3d. Life, if for any certain period, in an

estate for years, if a man lives over the expiration

of the time limited by his title, an estate by

is all the possible conveyance of estates. Thus I will

be treated of in their order; at present I shall

first speak of alienation by will. First: Leases were

make desirable by that 3d. 20th.

one leas to another descends in the north of Britain
where the Roans has been, the Romans had given
the leases by sub-leases from them from the

Civil Law...
Real Estate

After the Norman Conquest, this was cut off in all cases, especially in poor districts which were allowed to retain ancient customs.

But before the 1st. Hen. 8, there was a mode of dealing found out where leases were derived, the lessor could not be in them. A conveyance (Lease to B for the use of C) being the beneficial interest, in this case, let B of C, they would compel B to let to have the use of it in
the use descented.

This was in cases, when desired to derive the land, but as they could not do that, they derived the use to religious houses by their charters; accordingly, a patent issued all such donations void, since all the land of the kingdom was like to be possessed only for the use of religious houses.

However, it was next considered to another purpose. For, to declare lands of profites in the time of the
Constitutions between the Sources of Lancaster & York, they were conveyed to the use of the grantor, for leases were not a profite.

But the Stat. 27 Hen. 8 enacted that he who held the use should hold the land, i.e. the grantee holds the
title for the covering use or transferring the use to the person. This would have caused a great revolution in
deeds, for many there were no use to devise, unless to lands. 32 & 34 Hen. 6 had enacted that lands might
be devise.
Real Estate

In order certain technical terms were indispensably necessary to create certain estates — the word 

Rei — But in will the intention is the primary

no technical word is necessary — So to a man

his children forever, convey in a will a fee simple,

but not in a deed — In a deed the intention yields

to the technical words — in a will the technical

words to the intention —

But there is a qualification to the rule — the intention is to be the guide, provided it is consistent

with the rules of law — But this qualification does

not relate to the terms used, but to the kind of estate. For if

the intention is clear, if the estate attempted to be given

is such as one as the law allows of, it takes effect —

I mean if it attempts to entail forever truly, or gives

an estate in fee simple but forbids its being alienated,

or an estate to H. in tenancy, — This is not

allowed for no such estate is known to the law, the heirs

may be one to H. the heirs made of his body —

But his a will the word “all my estate” means a fee simple of

in his one — in a deed only an estate for life —

so that if H. it were in a will creates an intestate, is a deed

“in the body” is unnecessarily necessary to create an intestate

H. in a deed is used to signify the quantity of an estate — in a will

an only descendent person — H. H. the heir means the eldest son after

his children — If H. the heir of the body” means all those who would be the heirs

You would not mean the sons as heirs to the more — The word

heir means the eldest son all the children —
Estates in Fee Simple

Now create - its quality - incidence - & capacity

Formely words of proprietor were said - to him thus -

(i)

Heirs forever - But now his heirs terminus corrupt. Insufficient

(ii)

This estate in creation by will, by any means, that

clearly show an intention to create it -

Is all my real estate - leave a fee simple - to all that I can

work -

Two Qualities -

1st - To be descendent to the heir - i.e.

of the holder and dispose of it, it descends to the heir - i.e. This

means any person who is related to him, conducted by particular

regulation -

2nd - On alienable by deed at pleasure; for heir or not

concerned - the same as only despised persons - they have

no interest -

B. The alienable by will at pleasure - he may cut-off his heir

give it to a stranger. But if he alienating he attempts to

redeem a fee simple of the quality, he condition is void

as he give a fee simple forbidding to alienate - This fee

satisfaction is void, of the conveyance absolute - So if, heir male

But suppose he can't alienate, i.e. he is heir - I lose

the estate extends to the Lord of the Manor, or the heir of the

first descendent of it, i.e. in this case the doctrine of the

every being hold of a superior, i.e. creates
Estate in fee simple

But in this country, there are no feudal institutions;
our persons are strictly absolute, Held for no reversion.
To no provision is made, if the blood of the owner be
absolutely extinct, except that by Stat. (6 Ed. 1.) by which
the quarre'l heirs is ordered to enquire for heirs of
noble or found, to sell the land, and the
money into the public treasure.

Of the President

1° It is liable to division of the wife if the condition
be cut off by any means at law. Law. If it was
aliened or depended to the heir, it went under the
incum

bance of donor. Indeed by the consent of the

2° It is liable to the service of the husband, when the

estate belongs to the wife.

This fee simple may be held in common with
that it may be had in other real property exclusive of
the soil, it may be conveyed as the soil. Thus if
the wood, timber are granted in fee, the soil
be to the grantor, now the wood, timber are fee simple.
estate is descended to the heirs just as land would

In what cases the word heirs is necessary to create a
fee simple. Here the heirs are expressly the same.

In cases of granting to an aggregate corporation,
"succession" supplies the place of the word heirs. So to
a corporation "forever." There, a fee, for aggregate corporation is idea.
Estate — see Simple Tail.

Again — If a convey to B the heirs of B seconveys in a full a manner as so conveyed, a fee passes.

Sec. 694. A lessee or joint tenant may release an estate in fee to co-tenant or lessee.

Of an Estate Tail — 1. Definitions. Ky. & K.

1. Error, quality, incident & acting.

2. If created by any one way given to his heirs.

3. In will, any words that show the intention to convey a fee tail, are effectual.

4. Owner can never assign or devise it.

5. Indeed he may sell his own right by donation of law, but cannot the issue.

6. In descendible, not to heirs only, it must be to heirs of his body, not indeed to the heirs of his body, the it may be to the one estate tail.

But it may be to the heirs male of his body, then is those can take it, not even if the males are extinct.

But to an estate tail female, if the given to the heirs of his body by his present wife or an estate tail special, if to her heirs.

7. Male of his present wife, his tail male special is sufficient.

8. Then it must be done in order to make it.

9. Co-tenant wholly, that the issue male of the gift.
Estates Tait

In doing — If there are no heirs who can take it, it goes back to the grantor — for the fee tail was carved out of a fee simple, the fee remaining in the grantor shall descend to the heirs of the grantor who shall take it.

The Incidents — The fee tail, a right to be void in 60 years respecting improvements, may commit waste with impunity.

It is liable to become a life estate of the heirs take it liable to this condition —

It is liable also to begetty.
It may be burdened to burdens to a person by giving a fee tail in an entailed estate —

The object of it is to descend to the heir of the grantor to an entailed.

B hostile is so an entailed — But the moment the grantor dies it descends to his heirs a fee simple.

Some say the estate is only an estate for life is not subject to begetty or burdens — But if it

answer, the flat by giving the sum of that time

in the copy holds it to an entailed estate —

Because if it is not, it would follow not the form of

the gift, but would go to the heir, and in all

instances — But this is not a fact where the estate

is for life.

Both these estates are called estates of

inheritance because they descend
Estate for Life

Here are two types: those created by operation of law and those created by written document. Operation of law includes cases where the property is given for the life of another person, and the estate is considered to end upon the death of that person. Cases where the estate is created by written document include those where a gift is made for the life of another person, and the estate is considered to end upon the death of that person.

As to the words, I observe a few. If for life of the grantee, it is to cease when he dies; if for his life only, it will continue as long as he lives. If he survives, it becomes an estate for life. It may be given for the life of the grantee or for the use of a third party. If for use of a third party, it becomes an estate for life.
Estates for life, by operation of law.

It cannot be joint, because it is not in fee simple.

It is, then, an executory provision, often to the first occasion, whilst corroding you and live.

Now a estate is made in the right given power to the life to sell to pay the debts, as such that

In case

Of life estates by operation of law

1st By the Curtesy, this is a life estate for it may last during life, if the husband dies it operates no longer than during curtesy, if the husband takes it

Life for 100 years, is good only during the curtesy, if the husband dies, the curtesy is good during his life.

Of Curtesy by Dower, an estate by dower is an estate of real property to which the wife is entitled on the death of her husband.

The wife has a right to one third of all the real property of husband, of which the husband was at any time seized during the curtesy to hold for her natural life, provided the court have had issue that issue could have inherited by law, not necessary that she should have had issue.

Her right to the estate can never be disturbed of right, husband either sold or will, nor indeed in their...
Estate by Dowry —

The power of the husband to alienate right or give away any thing in lieu of dowry only by his consent. The title is paramount to all others.

Again — It cannot be taken by his creditors. He can't alienate it by any agreement, during coverture, nor previous to marriage, unless the title is in a consequent jointure —

The joint right is not bound by any jointure till after marriage — both of the assets of one to a man to woman —

The same right to the husband goes of the choice to dispose of it — The husband or debtor can take it before her — but if the debt attains one third of it it is completely at her disposal — and the personal estate only for life —

Dower is a right that lasts only during the life of the alienor, the word in seisin.

It cannot be taken by anyone —

When a man married a woman above 70 or 80 years of age, he's said it was not certain the contract was lawless. Where an estate is given to a wife — if the lady no longer wife may be legitimate. Now if may be the manor taken, if the common ancestor was not an heir, her children could not inherit it —
Estates in Dowry

The estate must be a free, certain, simple, or tack
in order to be being endowed of it.

The man must have resided during the coverture
either in a bed or in law. Poien in law is left
for her to recover her dowry.

The heir must not be instantaneous, any
of convey to k to an unforesee that he shall convery to
here the wife of him and to be endowed, for he is a
more tenant for another person.

In this ground the wives of mortgagors are not
the income—new formerly.

To be entitled to dowry a wife must begin the
a divorce, a manner of those must end off the dowry.
May the law a ground for divorce a sister-in-law,
may the right of the house before his death be endowed.

In case of second marriage, the first wife
living, the void it not merely revocable, it of course
the second wife cannot be endowed.

Formerly treason on fealty in the husband
destroyed the right of Dowry at law. Law—but by
now it is not to a treason, to rise and ther is most
now in case of fealty.
The wife of an alien can't be endowed. For an alien
woman held land, I query whether the case of the inquiry
is not made as to his alienage before his death. — If
after his death there is no change of the owner's being
alien, it is also an alien woman can't be endowed. For
the part held land, except the queen consort.

The wife of a delivere shall be endowed tho
he little is liable to be defeated. For the husband dies
first.

The wife of a joint tenant shall not be endowed
for the whole might survive to the survivor.

This house is to be set as by the law with
mills and windmills. If the don't like the proceedings
she is to bring a suit of dower, then it is determined.

If the thing is incapable of partition as a whole
then she must take one third of the toll in the little.

The wife of a lasting year suit, i.e. a trust suit.
shall not be endowed. This is wrong for the wife of
the thing that can't be endowed.

Law in Com. she has a right of dower in all the land
of which he died seized and most of which he has been seized
during coverture. This is the law of some of the Eastern States.

My view is the same as the Cong. except that by joining in a marriage the man can
Estates in Dover

In Eng. the wife is generally inserted to sign in Conveyances of Land in order to cut her off. But in Dover, conveyance is not void on children's death, as a Testamentary disposition, which will not cut off Dover's

To be sure if the owner to turn his estate into money, then devise it from him, he can cut her off.

A devise in Will, a voidable matrimonial asset of course prevent Dover, for it may be for supervenient cause.

I presume no conviction of treason or felony would void.

In Dover, a devise of land for it does not convey the blood.

In Ireland there is no Joint-tenancy.

In Yorkshire there can be no Joint-tenancy, unless it is so expressly declared.

Co. Lit 34, 44

In Co. 25, 126, 181

In Rolls 876, 624.
Estate in Dover

Your Dover may be formed by Jointure, settled upon her before marriage while she is the jointure.

The Jointure to her must be expressly to be in lieu of Dover—otherwise it shall be considered as a mere marriage settlement.

Qualities of a good Jointure—It must be of real property, i.e. freehold simple, or for life of the wife and person jointure—same in law. Indeed a lease for 99 years is considered here as real property so of any long lease.

It must be for the life of the wife at least—at least 21 years jointure was no bar, unless it was ad valorem real estate—

It must commence in possession or profitably rent, immediately after the death of the husband.

It must be a competent livelihood. It is very improper that the same should thus take care of her interest for possibly the remainder of her life—It must be in proportion to her circumstances in life—
Estates in Dover

Say the act the time of the contract, the jointure
was sufficient, and if she has grown rich, this must
be increased proportionately.

It must be conveyed to her, not to trustees for

Jointure settled after marriage is not binding
of the charge, to avoid it, a devise of land to wife
does not divide. The acceptor, under stated to be in

Jointure

But in some, I suppose that a devise of

If all the real estate for the life of the wife, would
be continued to be meant in lease of Dover into

made have given this ignorance of devise who
received the could not take except by devise.

If the should be seized of the land thus settled
the may resign to his Dover again.

Dover may be taken by common with

The lease, in Dower of the husband becomes

reconciled to the aftermarriage.

If the wife joins in a fine, she is barred.
Estates in Dower

In U. S. jointly, the joining in subject is by any. Here Moll. 381.
(hold. 35. going into bit don't make a difference.

If he joins in conveying lands that were given in jointure after marriage, I don't know her
of dower at all — for the man must dispossess it at all.

Estates by the Curtesy

If a man marry a woman who is vested in an
estate in fee or tail, he by her issue born alive,
not capable of inheriting the estate, he has a right
to such estate during his life, after her death.

The issue must be in fact post in law — for
the husband can compel a share in fact, whereas
the wife cannot as to her dower lands.

It must be born alive, yet need not be born to
eye — other evidence is just as good —
the issue must be born, whereas in case of dower
there need be no issue born, provided that if issue had
been born it would have been capable of inheriting
the subject. So if A marries Bessy to whom an estate
is given in special tail, the dower issue is, to the
afterwards marriage. Now the less issue, yet she can
inherit the curtesy estate in the life of his wife and not

Estates by the Curtesy

Curtesy may be had as to the whole estate, but Dower is only 1/3 rent.

Husband may be tenant by the Curtesy of a Tenant. His wife cannot have Dower in it. No reason for this difference in point of principle.

13th. 503. P. 5 of 18th. mortgage Securies.

This question might have been made in the new tenor, where lands held under the charter of Ca. P. are held in quittance tenures; in that the husband might have curtesy. If he had no issue, but in other cases, by usage we have adopted the civil law rule as to curtesy.

Living in adultery with another woman is no bar of curtesy, or 1/3 of dower. So also in case he goes off with another woman it is no bar.

18th. 507. Sec 43. Wes. 248.

But he has no right to curtesy, nor any power over an estate when given to her sole separate use.

Of the Incidence to an estate for life. All these estates for life are better by operation of law or convention are governed by the same great principles.

Fut for life is liable for waste, i.e. he is liable to lose the thing wasted on his estate. If it goes to the reversioner, watch damages. If waste is committed only on part, then liable for both.
Waste, Emmemments &c. to Estates for Life.

If the waste is committed during the whole year, because no distinction can be made.

In fact, for life attempts to create a greater estate than it has. The concept of life right is far less to injure the Lord.

But in this country, as there is no danger of injuring the title of the Crown, I doubt if it applies. The reason don't apply.

Estates for life have a right to excessive produce, to keep lots as like; i.e., as much as is necessary for the purposes of husbandry. The Landor has a right to timber to remain at time. It depends on the contract. However, if no agreement made about it, it belongs to the Lessee, then he has a right to take timber for that purpose.

He must apply the timber on the farm. He must not sell or exchange it for better to another.

No. 34. 11. 2. These estates are freehold. Any estate less than for life are less than freehold.

Of Ememements. Ememements are those things which are produced annually by labor, not that which is increased by labor as pasture, grain, &c.
Emblements

There are sometimes real & sometimes personal

A man conveys land, having cross on it, the cross has not with it a real freely written, specially reserved,

This is to be done by deed--for if by hand it's written

the bill of part or sequence. Ignorance of this

rule has caused frequent injustice.

If land on which are emblements at the time

of the devise, it derives, they pass as real property to the

Devisee, if the Devisee intended the Land should go.

If emblements are taken animo furtandi it's

only theft and not devise. So if he takes em-

blems, any theft or any devise, but if he take down that

is gathered to, theft In the former case he con-

siders what person's property the latter person briefly.

But if a man dies intestate having devised his

lands, the emblements go to the Devisee, in the case that

they are personal briefly.

If land has emblements at the time of the death

of the Devisee, and last owner at the time of the Devisee made

the devise, the devisee for the intention is to be presumed

of the same emblements are not on the land at the time of

the death of the Devisee, as at the time of the devisee made, this

is an admission of the Devisee.
Emblems of Maxims

If the rent fails an end to his estate by his own act, be what
not have the embleme. And if the recussion terminate
it. If the act of God terminates his estate, but shall have
the embleme for action or meaning, fact renumer.

Benedictus to announce. Ludovico

If a woman hold an estate during her widows
death, if the marriage the losing the embleme. If if
a woman know the estate anise his wife. If the
woman a court shall continue till after that time the course
the embleme. If however the land is to be under
and one, than the first act determines the estate.

by his own act, to the order press than the estate
by his own act, the order press shall not lose the
embleme for he is not to blame

I will now explain some Maxims. 1. An estate of freedom
is not to be created to commence in factus; i.e. it must
in substance of its creation or not at all, a freedom is
have by express or traditional of law or possession. And
never to the audience of the title was restored in their
memories. Even as it would be difficult for them to
remember how many months forward the estate was
to commence, it was determined that it should commence
at once or not at all. By this maxim is meant
that the greater must take the right of enjoyment.
Maxims

But that the grantor must then yield up his interest
at the expiration of his estate for life to his own
the remainder to be in fee to the remainder or remainder
in remainder will vest the right of
enjoyment in the testator.

But this remainder is sometimes suspended
by a deed an estate may be created to commence
in future years to do to create a remainder
in his favor to vest in the life of a person
who is now living, it in the mean time, it

It may also extend to 21 years after the death
of a person now in being, then it may be to
his heir who may be born at his death
And it may go farther to 21 years 29 months after
his death, for the remainder may be born 9 months after
his death.

I think our Statute, by implication, destroys
this maxim - It says all estates by deed or will
will vest to any person in being or any immediate
descendant of him in good or false, other is good.

A maxim is, if a person must not lie in
esteem, but the remainder must vest in
heir of

And if to give an estate to B
Maxims

the freehold is still in A. But if the tenor over an
remainder to the freehold is in B.

Suppose an estate given to B for life, remain-
over to the eldest son, he having no son yet. This is
a good contingent remainder; for if he have a

But to support a contingent remainder, the particular

time estate must be a free hold one. For as
the freehold has not of the grantor it must vest in
the particular tenant; otherwise it will be in abeyance,
looking out for some person in whom to vest.

This is the law which the old philosophers and economists

if an estate to A for years, remainder over to the

remainder of B is had.

B another maxim is, a free simple is not to be
limited after or on a free simple — one to 50 and the

for want thereof B his heirs this is bad; for he
gives the whole to A’s heirs, it is free nothing to limit over.

This is now the rule in deed — But in truth
this rule is disputed with. So an estate may be limited
to rest on a contingency that it is to happen in a life or

time in being — So to 40 & heirs provided the devise with heirs
in the life of B, then to B & heirs, this is good — This estate

is not assignable to the grantee in fee simple, but a new kind of estate created

if the devise is on a contingency that he should have a child to make the

assignable. This is the case of a fee tail in the

estate.

"Michael"
Maxims

And what is meant by "a man's ageny with issue"? It means an indefinite failure of issue at any time—provided he die with issue to bring forth some son or daughter at any time after his death. But again it is said that a man might be said to have died with issue and again not to have died with issue. So you see after his death he might be said to have died without issue. So accordingly, where they say of any circumstance that there must be an issue with issue a man might be said to have died with issue and again not to have died with issue. But if he marry to his issue, it could go on indefinitely.

If an estate is given to a person for life, provide for the heir. This shall be a fee simple estate in fee simple. The words here make a fee simple. Give it but here strongly contested. That if any other words are used to replace an estate for life, besides "estate for life," still it shall take an estate for life. Others say the words, "Heir, always make a fee simple."
Maxims 2e

20

Ordinarily the word "estate" is used to describe
the possession or ownership of property or a
quantity of goods.

Nov. 25.

The moral and ethical implications of
estate planning are significant, as it
effects the distribution of wealth and
the long-term well-being of
individuals and families.

Nov. 59.

In many cases, the term "estate" refers
to a life interest, which is the right to
possess or use property during
someone else's lifetime,

Nov. 65.

These estates may involve
real property,

Nov. 82.

The term "estate" refers to
the holding of property for
a period of time, whether
for the benefit of an
individual or for the
benefit of the
community.

Nov. 99.

The term "estate" may also
be used in the context of
personal property,

Nov. 115.

In some cases, the term "estate"
may refer to both personal and
real property.

Dec. 20, 2012

The term "estate" may also
be used to refer to
something that has passed
from one person to
another, often
through legal
means.

Jan. 47.

The term "estate" may also
be used to refer to
something that has
passed from one
person to
another, often
through legal
means.
Estates for Years

The lease creates no estate at all—

It gives no long as time shall last; it is a fee simple
in a well secured to a bed—

an estate for threescore and ten years; for it has a certain beginning and end.

It may be created to commence in future; for no
freehold is conveyed. The usual words are "during
a certain term that he shall enjoy it in quiet—"

The "lease for no time" is sometimes
the date of the execution of it is the time, or after
delivery or made afterwards, that ascertain the date.

And in fee can "lease for any length of time;"
For "in tail" can have only for his own life—
If the lease be for twenty years, the trustee previous
to that time would destroy the estate. So it may last
for life—yet be an estate for years for there
is a time beyond which it cannot last—

By a Statute it may be created by ten in tail—
For "for life" may have part or life in tail
Estates for years

If a lease is made to last for three years, afterwards to run for a certain term, now if it forfeits his estate before the three years have elapsed, the estate commences immediately on the determination of it.

A lease may make a lease to commence on the day of his death.

There has been some dispute when a lease commences, when it says from the date on the day of the date. A lease to commence from the day of the date will be construed inclusive or exclusive of the day of the date, according as it will give effect or make void the instrument or the intention of the person.

A lease to commence from the date, begins at the moment of the date. Now in freehold estate, given to commence from the day of the date a good estate? For it is said that the freehold to commence in future. So in determining all the cases in Court, must clearly it is a good estate for the person granting it undoubtedly intended it to commence from the time of making the deed.
Estates for years

The term of the commencement may be a past or a present or future time, provided the time of ending be fixed.

A lease may be good by reference to something certain for a certain or goods certain is absolute.

So for as many years as is shall say, is good provided

Its name is to be reduced to certainty.

So for as many years as is leased for, or as long as

the lease shall be held.

But a lease for as many years as is should say.

Here, now to be written the statute of frauds, for time must appear in the instrument.

If it lesse to B for one year, B to on from year

2 year — this is good for two years.

But a lease for so many years as shall live

is void — as a lease for years.

So a lease till 200 is void by reason of the statute of frauds, because there is no account of the uncertainty.

On the reception of a lease, the estate commences immediately with an entry — B has only convey before entry — A has only bound to pay rent. This

estate is called his interest.
This title for years is liable for waste & to forfeiture, it is entitled to setoff to repair, unless there is a covenant on the part of the lessee to do it.

Formerly it was held that a life estate could never be created by a tenant for years, because it was considered a greater than an estate for years - this is no more in deeds - But in wills, c. e. devise the rule is otherwise for tenant for years may devise a life estate. However it first idea was that he could not create more than one life estate.

But the rule is now that he may create as many life estates as he pleases, provided all the devises are in being at the time.

A term for years cannot be entailed - Of course a man does attempt to entail it, the first donee takes all - It is to it the heir of this lady.

Now this the policy of the law would allow entailment why may he not create something out of the since a life estate might be limited even after a life estate.

Why not allow donee to take a life estate & then his heirs take the whole estate, there is no danger in this & it would be giving effect to the intentions of the testator as far as possible. That question suprize is now agitated in Eng.
Estates for Years or at Will

What is entailment or inheritance? When a man in making provision for his family by deed or will gives a lease to a younger child which is to cease on its receiving a sum of money from the heir, then the estate descends to the heir who takes by descent. This is entailment or inheritance is a means of raising a portion, or of providing for younger children.

If a man wishes to give an estate to A for life, remainder over to his son, nor if this estate is surrendered before a son is born, the contingent remainder vests.

But to prevent this effect, trustees are appointed in the deed to receive the contingent remainder in whose
it will vest immediately on A's estate ceasing, and continue
till A's death. "To the heir of the body in that
settlement" means to A's next of kin since his
failure of issue, to the next of kin of issue of A's

Estates at Will — There are exceptions at law
of either party — no writing necessary. The lease
while the heir holds the estate, he is bound to

It may be terminated by express words of the
lessee or by his exercising acts of ownership which
are inconsistent with the rent rights.
Estates at Will

But the lessee may not invade the estate, as by
reaping - this is trespass - the estate determines the estate.

Lease too may cease when it pleased, but must
be paid for the time which it stands. So if he commits
waste, he determines the estate, and is not liable in an
action of waste.

Either party may determine the estate - the lessee
by the determination, either by leasing repossess acts of
ownership, or by lessee's doing it, which would be waste in
other places, the lessee in such a situation that he is ever
afterwards a trespasser, while he remains on the land.

The moment the estate is at an end, he becomes
a trespasser. However he, the lessee, may have acquired a right to the
understanding of any one who invaded the

Lessee may consider his staying within as trespass
or as a trespasser, he may bring an act accordingly.

Or he may have an act of ejector, if he pleases.

By that, in case, he may amend a warrant
for, and if he retains or forcibly enters, a man
shall have. Equally enter on another land, he may use all necessary
means to drive them off. If he gets killed, he has none.
Estates at will & Sufferance

If all goes according to contract, he is bound to pay rent according to contract. If lease determines, the estate is suspended from the rent; then if lease determines before the year is ended, because the man is fault; no apportionment of the rent can be made. If the lease ends in another, he is not paid, but the new tenant can be a trespasser who has power till that lease is determined.

A lease for years by land is tenant at will. In lease it is only a license & by good evidence. There has been a great question made in England respecting the rent that he would recover a quantum meruit. In later decisions the question is at an end & he may have his license to enter & his lease is used to show the quantum meruit. This is presumed to evidence the rent that can be obtained. And it may be collected.

Estates at sufferance; differ nothing from those at will, only that one is an implied & the other an express permission.

An estate at sufferance is where one comes into power by lawful title & holds over after his title has expired. He is bound to pay rent accordingly to contract.

I will make some observations connected, on some things omitted in their proper places.
I have to that a freehold could not be in allegiance, that the fee may
be in allegiance—Thus an estate is given to it of life remainder to
the heir—here the freehold vested it & the fee in his heir.

But we find after the possibility of issue extinct it is a heir—
other lines in special title to a person from whose body the issue was
taking his worth issue, or having issue, it becomes extinct. This
is one estate in fee simple absolute to all the incidents of life estate;
except he is not liable to waste, or to thing waste or can go to
the necessity.

one thing subletting power—By that of the committee,
waste, the he is liable to lose it. The provision is made for
actual waste, only for damages. The man can retain, still
the way I practice it. There is no break in a set; it is what
is liable to the law in an act of theft to recover damages. He don’t
become the thing waste. He can’t—provision, rent, can
and suffer an act to be lost to recover the thing waste. If that
in another does retains, he may, and there being a provision
its usually taken some form of the form. The lease being what is necessary
the must be determined by an act of the time of the dispute, almost.

all this by that.

By months, in contracts & understand it from law, lunar
months—In mercantile law, solar months. The original idea
in that, in my belief, I think it meant 28 working days.

In any time five years are 2500 days, 70 days, 100 months.

In the time where there is no specific phrase, there is no
time. I have attempted to make a provision that by the
nature, there

is none in another what is necessary—The
must be determined by an act of the time of the dispute, almost.
Estates upon Conditions

An estate in fee may be created yet be under some encumbrance, the title of which is subject to it. Thus, a man may create an estate in fee simple to himself and his heirs, but the same estate is in fee simple in fee tail, if it be under the incumbrance of a quit rent, and the same estate is in fee simple in fee tail, if it be under the incumbrance of a quit rent and a life estate. If the life estate be not allowed to remove it, when the life tenant dies, yet it goes under this incumbrance, the quit rent and the life estate. It will be clear that he is for a life estate in fee tail. The first part of the condition is not obtained in the defeasance, or if the chance to pay a certain stipulated sum be to satisfy the person.

A Estates upon Conditions.

I will now consider the distinction between a condition annexed to an estate and a limitation of that estate.

When an estate is so expressly confined or limited by the words of its creation that it cannot continue for any longer time than till the contingency happens upon which the estate is to fail, this is denominated a limitation, as when land is granted to a man to last in his possession of date, or when the remainder is conditioned. In such cases the estate determined as soon as the contingency happens, and there is no power to vary the remainder estate, which depends upon said determination, because immediately vested with any act to be done by him who made it in fee tail.

But when a condition is annexed to an estate, and condition is satisfied, the boon proceeds beyond the time when such contingency happens, unless the grantor or his heirs or assignees take advantage of the breach of the condition, I make either an estate or a claim for time to avoid the estate. Yet the strict word of condition is used in the creation of the estate, from breach of the condition, the estate is limited upon a condition to be immediately vested in the grantor or his representatives, and the same condition, limitation, and condition.
Estates upon Condition

This is one universal rule, that if the thing granted be such an estate as do not time, it is a limitation, and not a condition — a grant to B, is this his estate while C continues, is

is a limitation. But if a grant by A to B, his

enforces so that B can't continue, if not, how is the difference? None at all — and what is it in Law? They are one case. In is a condition for staying, if in the other not —

grant to B, his estate to lay on the condition, that

in a condition by reason of the word "to last" denoting time. And if such an estate is given to B, to be defeated unless D pays the condition, if the

and pay it, it continues.

In case of a limitation, the estate terminates upon

the happening of the contingency, and in case of a condition

it continues, if payment or lien satisfaction, or take

practically a lien, if satisfaction, and the drawback of the breach of the condition to order on claims

is upon the estate.

Suppose an estate granted by A to B on condition

that with three years, B will pay any estate, B's failure

then, A's, B's, B's, A's, and the law construes to be a

limitation, and a condition, because if A were a condition

when the breach thereof occurs, or lien satisfaction, rent, the estate lay entirely, and to B's remainder, might be operated

by the happening to cut off, when it is a limitation, the

estate of B, determines I that if B's, the estate, in the instant that the failure happened

Then if such condition annexed may be of such

case, or take of themselves, and without reference to any

thing else — till the grant itself may be good —
Estates upon Condition

Thus, if the conditions at the time of their creation are impossible to be performed or afterwards become impossible by the act of God, the grant being made in such case, the grantee is not liable to be liable, or if the grantor himself defects it by his own act; or if the condition is to be performed if grantee does not commit an unlawful act, it relates in order to remove the temptation; or if the condition is repugnant to the nature of the estate, the conditions are void—

In any such case, if they be conditions subsequent, i.e. to be performed after the estate is vested, the estate shall become absolute in the grantor. But if the condition be precedent, i.e. to be performed before the estate vests, or a grant to a man who if he kills another he shall have an estate in fee simple, the condition being precedent, the estate which depends thereon is also void, and the grantee shall take nothing by the grant for he has no estate, until the condition be performed.
Reversion.

It seems that a contingent reversion cannot commence on the determination of a lease for it is not transferable.

There may be at common law a contingent reversion - I know however of only one instance, viz.
A conveys to B and leaves a lease or qualified fee, while he continues tenant in the manner of dace - this is defeasible by their ceasing to be tenant of the reversion of dace - it may or may not be an estate in fee

28th 1739.

A reversionary interest is contingent till the event happens - afterwards it vests -

Such contingent reversion cannot be conveyed by deed, for there is no present interest - may however be conveyed by estate for life - Indeed there can be no estate in this case -

As a reversion is created by act of law only it follows that if a man grants an estate for years, life or for remainder, to himself in fee simple or for any term, for what he thus limits to himself as a remainder is a reversion. the old estate never passed out of him - this is a remainder and a reversion for the law continues the old estate in him of course.

29th 1749.
Reversion

On the other hand if one should grant an estate to A for life he reserving rent with reversion in B's heir this is not a reversion, but takes effect in a remainder because he creates for the use of the grantor. To cure this improper use of the word reversion.

When rent is reserved on a lease it's incident to the reversion. So that by a grant of the reversion the rent will run, if granted convey a reversion to B, then the rent is due to B.

But rent is not incidentally incident to the reversion. For there may be a special provision to the contrary. Or if the rent may be granted with the reversion, it is not the rent but only the rent due to B. The rent may be granted for 10 years, or after that it is due to the grantor.

But when the rent is held by a grant of the reversion, yet the converse is not true, i.e. by a grant of the rent, the reversion will not pass. The incident follows the principal and not the principal the incident. For accession non ducit sed sequitur rem principali.
Reversion

As a rule of law it is that a lessor cannot convey the reversion till the tenant enter. This arises from the necessity of attornment. For the lessor could not alienate his reversion without the consent of his tenant—

1st. From the necessity of attornment. The doctrine
2d. From the necessity of attornment.
3d. By a more deed of attornment or by quiet recovery
4th. By a more deed of attornment or by quiet recovery

A deed, 174. 5
Lit. 667
Daw. 687
 adv. 68.
A doctrine of a reversion was always good until allowed in a device of an estate in fee-simple with life-interest. The reason is, that a reversion would defeat the devise; but it applies only in the case of a grant. A reversion may be conveyed entire, or it may be subdivided; it then conveyed. A particular estate may be granted out of it, and there may be a remainder interest in the grantor. 12 El. Reversion grants an estate to B for 20 years, and 15 for 10 years. from and after the interest of B ceases, i.e., to commence from the expiration of the subsisting partial

erevise a sevise of a chattle deal

llease for 50 year leases for 20 yers.

The reversion is forfeited on the determination of the fee tail is recont that the law for many purposes regards it as of no value whatever.

Another reason is, the estate can always be vested it usually vest, i.e., the reversion is in the power of the testor in tail. So for the purpose of assent, the heir can never be subjected to the covenant of the ancestor on the ground of having estates by descend, provided he has nothing but the reversionary interest.
Confectancies

Ch. 4 8th rule that if a greater in a lesser estate
meet in the same person, that any intervening
estate, the less is annihilated or merged in the greater.
As if the fee absolute or in reversion by the life for
years, the estate for years ceases, the lesser
interest abdicates, the other. This rule proceeds on
the ground that the union of the two
interests is a virtual remainder of the particular
203d. 178 estate to the reversioner: if the law did not
leave 312 merge the less estate he could not remand
3 Sec. 487.

To cause a merge the estate must meet in
one the same right in the same person: So if
he have a fee in his own right for a term for years
on the term for years continues the right.
For if a merger took place, the less would be
annulled, this locution would be injured.

931d. 275
Ch. 4 418.
Sec. 233.

A lesser in the right of his wife, where is no merger
If this were his interest would be lost.

But if an estate tail in reversion in a husband
meet in the same person the same right
be no merger, for no virtual remainder could be
made by such in tail, in decision the estate except
by joint 170 the law will not allow a constructive
Expectancies

Indeed the interest of third persons concerned who take for future-time affairs is difficult to be divined, as there are difficulties to make – if there is some chance of injuring

Injuries to things. Read – of these

I suppose them to treat of these only: viz.

Further classes – Parties

5 of trespass to things. Read

Injury in it, most extensive sense means any transgression of law. But in the more limited sense, it means any forcible injury done to the person or property of another.

But in these, there considers it signifies

the entering on another’s lands, premises, etc.

Injuries with lawful authority, to doing some

damage.

Every unwarrantable entry on another’s land is a trespass. i.e. called trespass by breaking his close—every

such entry implies some damage, as at least breaking

down the hedge even tho’ the snow is on the ground

As proof of entry is difficult – so far as it is in
Forbid to things Real

It cannot be violated, the right of the lawful owner.

He knowing the entry would be unlawful and
incommunicable for an entry in another place or a
license from the owner, or any person may enter on land to
serve a legal process, or may not break the machinery
house for that purpose.

To also, if he shall recover money which is due, and
is due and money on the land, it may enter to make payment or tender, the
contract to make at a certain place.

To also, if lawful to enter on land, another to
the owner, when a person has the right to distress,
he may enter to make payment or tender, the
contract to make at a certain place, the
contract to make at a certain place.

To also, in possession, may enter to see whether
waste is committed, and if committed, there is a forfeiture
of the thing wasted.

To also, a tenant, has a right to enter, or
common law, in the license. Indeed granting
common law, is an implicit contract with the public to allow an entry.
Trespass to Things Real.

V. P. 40. So if a lease runs to the exception here, it may
also be a right of way in disposal of the lease.

Lea. 30. 17. 1857. Another for the purpose of destroying ravenous beasts,
2 Bank. 52.

This is grounded on good expediency — Lessee might
have an interest in the land.

5 Bank. 180. Bank. 415. First, the authority lends on to animals not
Lea. 30. 57. ravenous as a law — no principle of policy requires it.

To lay down in the Books, that if a 
Lea. 30. 57. man should drive his 
Lea. 63. 54. on to another land. This is questionable on principle.

Trespass to Things Real — 07.

I see no instance of law requiring it.

If an animal passes naturally on to another
Lea. 63. 54. ground is mine, and if driven on to another
Lea. 30. 57. land — it is mine.

Said that the person driving an animal
Lea. 30. 57. to graze after passing is removed. This is now better
Frequent Trespass Real

But in regard to those similar cases where the Sawyer
a license, any subsequent unlawful use of the authority
to which makes the party a trespasser ab initio. For
the legal prescription arising from the
subsequent act is that he entered originally for the

out of committing the unlawful act. This is


3 Sld. 3409.
665, 146.

Suppose a tenant having entered a Tenement

"Trespasser" should steal, he becomes a trespasser ab initio by relation.

Is also if a Landlord having distrained for rent, sells
the tenant, or waives it, he is a trespasser for entering
the land or for taking it in the street. If here of
justification is pleaded, the Off may make a novel
assignment of the subsequent trespass. This is repugnant.

But in cases where non-pleasance or neglect
cannot make one a trespasser ab initio by relation,
a mere neglect or omission is not itself a
Trespass. I think the subsequent act must be a trespass
itself independent of the license in order to make the
person entering a trespasser ab initio.
Trespass to Thing Real

Chap. 39. 4.
S. 116. 1.
9 Oct. 219.
4. Pra. 1012.

Do make the wrong at the cost of an nuisance. To
refuse to buy for his entertainment, this is a non
service, or breach of contract, and make him
in nuisance ad misit.

To all of nuisance of goods should refuse to
receive the articles in payment of rent or on
terms of annomr before inounding this is a
5 Prae. 104. non nuisance. Let us if he should work it.

Remedy in case.

But this last part of nuisance admits of one exception. in the case of a under
who having made one arrest on process proc
init to make return. If the arrest is not final
in the case of an arrest he is interested, for the is bound to make return
so if he omits to make return as a Trespass
ad misit.

Reasons of this exception is unless process
proc is not renewed after the returnable, it is
not admissible in evidence. e.g. arrest
I think there is still another reason that operates in this case. For the last is, if there be an omission, if there be a concealed act, either by design or by mistake, or by reason of the act being in some way concealed, that act will make him a person by reason of the omission a person by reason of the act being concealed.

The principle I take to be this. That if a man has begun an act of the nature of a consummating act to quench the effect of the omission of an act, it is sufficient for him to say. That the act under the law, the omission of that nature, the omission of it, will make the consummation of the omission sufficient for him.
But when one enters on the land of another, under a license in fact from the owner, a subsequent abuse of the authority will make him liable, at law, to the owner of the land, if they continue to renew the license. I cannot see, for an unexampled case, I may indeed see for the case, but if I should see for the entry I should fail entirely. For a justification of the entry, there being the same manner of aggravation.

The reason is, where the law gives a power in relation to the rights of another, it will protect the latter against any abuse of that right. But where the power gives that right, he takes the risk of his doing a wrong to another, in respect to the original act done by his permission. He should in his contract have annexed the limitation of properly which the law in the case above annexed, namely, in giving his license, he indeed loses his remedy for the subsequent act — a false act of theft. For if the act is voluntary there is no act of theft.

5. Black. 182-3.

for the reason.
This is incorrect as a great proposition. Indeed, it is so far from being a good rule in any sense, that the reverse is always or usually.

I think this rule is never true where the act complained of is in part committed by the defendant itself. I get it merely laid down to apply to this case alone. The intent is, if the is not regarded to civil prosecutions - To be true.

in criminal cases, the maxim is, "See fit, see fit your

3 B. C. 154. 30 B. C. 496.

are liable to be in death. So also if a man

raises a cane in self defence & hits one behind

him, he is a trespasser. Malice may aggravate damage, and don't affect the issue - Any

rule in cannot be true. Had the wrong must be voluntary.

It is equally true that mistake or accident not

inexcusable will not excuse in cases of the

If any man breaks another's rook thinking it his

own, he is a trespasser. liable to be

"actio personalis".

3 B. C. 389. 50 B. C. 7.

So of a person throws strike a servant in

his house thinking it was a stranger - the

Complaint is a trespass.
Freshman to Things Real

The rule then applies only in cases where the act complained of is only constructively the act of the defendant. If a dog chase sheep on his own ground, he loses right to set him on the sheep by his nature to secure them, therefore as it is not intended it is not actionable. The act here is that of the dog only constructively if not in fact—since if the owner used due diligence to call him off, it then the act of the dog in that if the master, the dog being a mere instrument an act can never be the defendant constructively unless his mind conceives it of a dog goes voluntarily to kill a person but not his act to mean that he shoots a gun if kills even by accident.

The same rule applies in case of an act done by a servant—relating thereto the matter of act or not, it is not his act if not according to him.

The acts of Author for an injury done to things real, will not lie if subject or land is in a foreign country. The reason is, if it relates to local jurisdiction and operation in relation.
Proper and Wrong —

Ransom actions may be brought anywhere.

This act when said for an injury done to land is called trespass. Quam clausum fecit, excludit from the words of the suit or the reply.

The word clausum in this is an abstract.

Sum. 582, 37. If the act is for an injury to his land,

Sum. 580, 429. This is called quam dominio fugit.

Thus fur of the general nature. Time next.

1st. Who may maintain this act? To a great part here. No person can maintain this action except one who is the actual owner at the time,

Sum. 383, 484 of the injury done. To remain with a Possessor

Comm. 7, 151. 385. 485, and maintain it during possession of another.

312. 265. 37. 269. 263. 268. 36. 254. 253.

District. 268. 254. 253. Reason is this act is instituted on a thing by an

injury to the person. Remain with a person

abroad. Other actions

as the act of theft is founded on person

in the remedy for injury done to person. He can

have a cause right to owner is the person who is the actual owner of a thing at the date.

For these reasons have actual possession.

312. The person can the facts is deemed to own.
成品 to things Real

Yard in the books that the owner in this case
must also be lawful > that an intrusion. I once
was have the action. This as a general rule is
incorrect.

I think the rule applies only as between
a wrongdoer in power and the rightful owner, i.e. he
who has the right of power. I lately decided that any
rightful power is subject to sustained an action
of the wrongdoer. The object of the action is
not to try title, to be sure the right of power.
In a good defence—power is little subject as a
stranger. In fact the whole user greets consists
in the case in actual power, i.e. in invasion of
that power where a stranger is depart. To be
in Employee, there the right is must have the right of power.

It follows that a person in whom a thing
is the freehold
can't gently maintain the action for an injury
done to it while in the lawful power of another
even the the injury is to the freehold itself
actual power, viz. If tending necessary if the thing
in power is a wrong then see distinction.
Frespess to things Real

Case of Ten at will may be an exception to the rule. Reason is, that owner is so conscious that the
owner himself is considered as having power —

To an heir can maintain this act at law, even
when he has obtained actual power by entry. This
may make a lease before, via ejectment. This don't apply
in Conn., for he can maintain it provided no other in
power, for he has the constructive power.

Again, a person deceased of power cannot, according
to this rule, before entry, maintain this action, for
an injury done to it between the time of division.

But it is said of the party's right who is divided
for his is not in power at the time of injury.

And it is said of the party's right who is divided
in the mean time to that he can't return, the
may have work for an injury done after the division.

But after division, and actual entry, he may have
the action of division for all acts committed during the
division. As between these parties the power of
division after entry is considered as relation as tenant.
Firespass to things Real

has continued. This fiction of law, is inventer
for the very purpose, of giving him a remedy,

Fictions never work injustice.

He may therefore have an action for that

same injury. I must lay his action with a

continued senten... 200, 282, 283. 257.

But even afterwards, the party dierced
can't maintain the action of trespass; i.e.

strangers for injury committed during the division,

i.e. between the division and entry; for here the
ficton don't apply - it obtains only in a division between

the division B for 5 months, & during that time, D

enters & trespasses. now the dierced cant sue T, etc.

ay'd. D. The same is true if the division comes

to D, or D dierced division & goes into posses,

in afterwards B gain actual possess, sive he cant

Lam George ept. D. D.

... 57, 107, 130, 215, 223, 274. Authorits are contradictory on this point.

Mole. 1. Conten. 2 Rote. 8. 57, 52, 57. Sec. 2 340. moore 257, 2 C. 207, 2. 2.

the question is, will we decide on principle, that the fiction might extend to third persons, for

no injury would be wrought. Reason. 1st, that the original act, is unauthorized.
He paid the assessor a consideration ought not to pay twice; but if someone else has either made a conveyance of the land to him or has taken covenant of indemnification, the lien may be on them.

If it be said the stranger is liable to the assessor, if there was no contract it ought not to be subject twice, but I answer, perhaps the assessor is not responsible. I think it more reasonable that the second division should run the risk of paying twice, than the-assessor should be exposed to the least degree.

I am in the habit of finding in my capacity as a public officer, the assessor, not quaud assessor, a person, and I do not think the assessor, if the act is done, should be responsible for it.

The second division for the assessor may often get true, and true, or proper, or the true of the land which grew during the division, whereas it can find them. Reason is the artificial difficulty arising from the fact that the act and duty lie.

The act of the wrong cone may affect his right of the property, but not take it away; nor take away the right of property. Then arises the question whether the assessor may

Have an act as shown for the consideration of all the facts or second division, when he can...
Discharge may before counties maintain the act
for the original assurance for that was committed
I was in person it was an invasion of the person
in point of fact it also for a forc. committed
before the discharge

A person who is tenant at will or sufficiency
5 Dec. 169. 1 Rob. 551
may have justice only of a stranger not of a tenant
1 Rob. 139. 5 Dec. 187
or landlord for the entry of those determine the estate
2 Rob. 105

But lease for life or years may have justice
2 Rob. 110
of lease I think lease at will may have lease
5 Rob. 347. 2 Rob. 551
for inversion of the landlord for those taking

*W. 116*

to the lease

Said however that lease at will can't have
5 Dec. 169
this act of any one who enters with or by the
5 Dec. 187
color of right i.e. under pretense this can be law
for such a person may be an actual wrongdoer
sufficestone

Said that lease at will may maintain the act
of rescue of the thief receiver the land. Person
is the possessor of the lease at will in that of the lessee
he is a person of pleasure he is liable to be turned out
at pleasure Las no adverse right to the land
for he has to the enemcement

5 Dec. 169. 2 Rob. 551
expressed to being Real.

A lessee of a term for years acquires the tree. He
reserves the land on which they stand—of course he
may have his action against one who cut, or injures
the tree during the term. He reserves the particular lot
on which the trees grow to obtain leaves for paint.

If the lessee commits voluntary waste, Lessee
may have Lessee. On the contrary, in such an
act, it makes Lessee a stranger. He has no permission
or negligent waste—he does not determine the estate.

A person entitled to the rent either in the
Ward may have Ward. On the injury done
the time. This supposes Ward, a present interest
in property of the rentee. In the time of the injury
esq. Ward is for the common.

The so much stress is laid on being in posses-
sion, Poss. need not be in possession of the land at the
time of committing the waste, subject to be in posses.
not the right of the

acres—esq. Ward to stay on the land, which he sells

was commissioned. Here he may have the action after

3. 2.
The owner of the road of a highway may have
this act for an injury done to it, which is
a highway. It being a highway entitles the
public to the right only of passing over it. The title, soil
remains in the owner, unless
some other person acquires title by encroaching it.

Question has been made, if a man lets land
to another to till on share if an injury is done
who must bring the action. Probably, the owner alone
will not be joined, for he has not possession before the
crop is reaped. It is agreed that they may join for
an injury to the crop, the rent in their place, &c.

Yet in another case it is said, that if B agrees with
the owner of the soil to pay for a share
half the crop, if the injury is done to the crop
he may sue alone in his place, &c. for. For tearing
down the crop, for this, that it has no concern
with it till he is entitled to his share as a
species of rent. He cannot have the act for the
injury to the crop, but may to the rent of it.

This rule seems contrary or inconsistent
the latter appears to me preferable.
Trespass to things Real

Husband & wife may join in suit for injuries committed on his land - for those would survive to her

The Act of 4 Geo. 4 in C. 1. & 2. & 3. in C. 2. & 4. relate to the same subject

...Joint Tenants must...

...in the act...in the Act...

...the interest...in the words...

...of the Act...of the Act...

...the Act...of the Act...

...the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...

...of the Act...of the Act...
Trespass to things Real

Book 2. Case 111
Set. 2. 386
5 Dec. 1789

p. 565
5 Dec. 1811

But if the cattle of one owner do damage on the land of another, then the negligence or fault of the latter, as not having his fence good which it was his duty to maintain, no act of his—vide Wilson.

And if cattle of one are on the land of another wrongfully, the owner of the land has his election of two remedies, he may either direct them an damage, or seize them and sell them, as aforesaid, till suit is

This act lies at an "afisset," i.e. one who takes cattle to appraise for another. So if the cattle stray out of his pasture into that of another—some say the act must be laid ag the afisset to him only. I think it may be laid upon either. The afisset is bound to return the cattle to the owner—

The owner has his election of two remedies, as in the case between tenants damages sensed a lessee, he can not regularly have both. One is to the other, a suit is brought, because he is entitled to only satisfaction for damages; vide Wilson.
But the owner of the property must of course liable in all cases for the injury it may do to the profit of another as up. The true of A is blown on the land of B inures it. A is not liable, may he may enter on the land of B. 5 Bar. 178. if being it away to an inevitable accident. The rule as to this is that he can who it falls owed to keep

But if it falls on the land of B, he is liable,

provided he could have prevented it by greater caution, and he may not go on B's lands to bring it off.

If it is blown flat on B's land it does damage it is liable, not in such a case I suppose in this way to the ground of negligence.

2 R. R. 895. 5 Bar. 178 go after him, see if the house is stolen. I find there he is justified in going after him.

If the fruit of A's tree falls on B's land he may not

Lal. 120 5 Bar. 178. it may go to gather it not thief, it is his. I am right to have the tree in that situation he falls, irresponsible.

But if the roots of a tree standing on A's land extend into B's land, they are there as part of the tree. protest if the roots do not extend into B's even then the tree overshadows B's land. In this case the whole
A man may cut on another land to do a duty as to build or repair a bridge: I cannot do it with going on his land; he is justified in going on it in such necessity.

If he has sold trees growing on his land to B. B may cut on the land to cut a canal away, that is implied in the contract. This is precisely like the case of land sold which is surrounded by the land of the grantor, i.e. in the body of his farm, in which case the law gives a right of passing by from the farm.

Anciently it was held that entry of one on another land adjoining a navigable river for the purpose of trafficking boats or navigable craft was justifiable — public good. This is now denied by the law.

It is well established that if a public highway is impassable, travelers may go on the adjoining lands for the purpose of reaching boats or navigable craft, provided it be for public convenience. If the road be obstructed for any reason, he may go on the land because it was convenient to do it.
december 4th

January 24th

The President is in Philadelphia. He will arrive there on Thursday. He will leave on Friday, return on Monday.

February 11th

I am at a loss. I am not certain of the exact time of his arrival. He will be in Washington on the 15th.

March 3rd

The President is in New York. He will return on the 5th.

April 15th

The President is in Boston. He will leave on the 17th.

May 20th

The President is in Chicago. He will return on the 22nd.
Trespass to thing Real.

The Law also allows one to enter the house of another to pay a fine or demand a recovery of money. If the officer is reasonably informed that an officer may peaceably enter the house of another to execute legal process.

And a house may be broken open to execute criminal process provided the officer first demands a warrant or known or declare the cause of his demand. If he does not first demand or before he enters by force, he is a Trespasser.

This is true only in cases of necessity.

But an officer, i.e., a constable, may not break in any door or window of another dwelling house for the purpose of executing civil process, whether to take body or goods.

Anciently a man’s house was his castle where he might shield himself from all civil process but the law, in defiance of reason, gave the power to break down a man’s house on the mere claim of a house was a kind of Baron or Lord. It grew out of the feudal law.
But the privilege of castle is now construed
strictly — extends only to outer doors & windows of
a man’s house — so if he don’t prevent the inner doors
being closed, or any internal inclosures, he may
be broken in & demand a return made — he shall
be entitled to such house may claim with the whole
interior of the house — but he may not break
inner doors after entering unlawfully.

This rule don’t hold in case of ejectment
to eject a tenant, who uses after judgment
in ejectment, for it, in the nature of things inferior
will give present suit, whereas in this
case, the suit is not of course defeated by the privilege.

(For the substance decision has said, “No.”)

A thief may break, i.e. he is justified in
breaking a house to execute a legal search warrant
in the nature of a criminal process. A search
warrant is defined to be a warrant obtained by a
jury, whose goods have been stolen to search for
them, where he suspects they are. But all gease
search warrants are illegal, strictly void of authority
justification, so to speak, for all stolen goods or sheriffs
for goods, except in notorious places.
Treass. Proving. Real

and as the law is now settled - the following requisites are necessary to a good search warrant, viz.
1. The party applying for or requesting it must make oath to the particular facts on which the application is founded - also of his belief that the goods are concealed in a particular place.
2. The warrant must be executed in the daytime.
3. It must be executed by a known officer, for the law requires confidence in him - not by anyone specially authorized aforesaid for the purpose.
4. It must be executed in the presence of the informer.

And even when all these requisites are observed yet the informer is justified in not by the court

The magistrates & officers are justified whatever it

true is - if he don't find the goods, he is a truant

ab initio - In assume the whole

In all these cases where the entry was not taken

Chas. qu. claus. pr. Lieo.
But the act will not lie in such case as
First of Suzanne unless lesser entered, for th
and don't determine the estate. But after entry
the act will lie for this determines the estate.
before entry. He is not a tenant nor stranger
and a tenant in possession.

And this trees were reserved or excepted in a
lease for years, and there is not liable for injury
in destruction done by his cattle for
In law the use of the soil a right to suffer his
cattle to go at large on the land.

This act will lie of a Perpetual
or Lien, and the intention is not material,
media is not necessary.

Every person concern'd in committing Trespass is
a principal not an accessory, for there are no
accessories, i.e. the aider and abettor is to do its
command in request. But to do it, he does it. They
may be jointly or severally sued.

If said if it agrees to a Trespass Committed
by his for his benefit, it is liable the he did not
command or request it. By agreeing to it, it
meant he actually taking the benefit of the
Trespass. If ignorantly done he would be liable in that.
The hours to things Real

I think a thing could not be a thing
by the time of its becoming certain, an idea
of its being in the view of the mind. If
we could, a thing would not be a thing
by the time of its becoming certain, an idea
of its being in the view of the mind.

If ever a man is free of fear, he is free
of a thing. A thing is a thing, but not a thing,
not a thing.

If ever a man is free of fear, he is free
of a thing. A thing is a thing, but not a thing,
not a thing.

I think a thing could not be a thing
by the time of its becoming certain, an idea
of its being in the view of the mind. If
we could, a thing would not be a thing
by the time of its becoming certain, an idea
of its being in the view of the mind.

If ever a man is free of fear, he is free
of a thing. A thing is a thing, but not a thing,
not a thing.

If ever a man is free of fear, he is free
of a thing. A thing is a thing, but not a thing,
not a thing.
But in both the damage, one is speaking different.
The judge would estimate them differently.

A former recovery in this is a bar to any
other action for the same offence.

He said also by Bacon that an acquittal of
offence in one suit is a bar to another — I think the point
now is — the record in one case can't be given in
evidence in another. But in case of a recovery the
record can be given in evidence only to show the
fact of there being a recovery not to affect the issue
not to show facts. To be sure a release to one
or a release to both or all. So is a licence.

And what is conclusive is that if both were
sued together, one might be condemned and the other
acquitted.

If a person who has granted the use or
habitation of his land to another — enters on the land
and takes off or disturbs the enjoyment, or injures the
habitation granted may have this act of grantor.
FREQUENT TROUBLES:
Real

It seems stated that if a cattle man into B's close, then the defection of the fence is the defect of B's fence into the close. Here B may maintain the act, and A the defection was deficient.
The reason is B is only bound to grant of the cattle of B, i.e., those put in by him — yet here, A may have case as B for indemnity, if it is subject to for B was the primary cause of the trespass being committed.

I have now gone into the general nature of law, the mode of a certain act. For what I am about to do, I come now to the

Pleading in the act of trespass. Clause 1. If the trespasser, being bound to the plaintiff, be convicted of the trespass, he is under no obligation to notice the authority given by law.

The particular injury or abuse of the authority comes out in the defamation by way of novel assignation. This act is originally to be found in the common law. The party may plead the authority by way of justification, e.g., Ulbush was directed for the action of libel — A trespass for breaking house sitting great or breaking furniture.
Trespass to things Real.

Justification of the entry, replication stating the
subsequent wrong, particularly by new assignment.

If a person commits theft in a public house
or who brings the act, need not state particular facts
peculiar to this would be unnatural alike, he may sue for

breaking the house first.

And if in this act may include several
distinct trespasses an one declaration. This is ac-

cording to the rule, that several causes of action of the
same nature of one party may be included in
one declaration. Thus, entering & cutting trees

breaking his fence, destroying his goods in

and for the purpose of showing the appropria-
tion which attended the theft, in order to increase
the damages if not many states in his declaration
amongst for which he could not maintain any
action; e. g. Breaking & entering the house &

beating wife, & children. I shall suppose
the injury such that he loses the company of
his wife or the service of the others. There are
to show the aggravating circumstances, with which

the trespass and committed for which the act is boot-

less. Acts done against the course of nature at all, but that
they are contumacious to go to the remedy, and show the enormity.

16

Sack. 221.
Butler 81.
Per. 274.

Pett. 292.

Sack. 149.
Butler 146.

Stev. 61.

Sur. 407 St. 61
Sack. 119. 642
2. 55. 114
Bunco. 10 Be. 130.
A recent well settled that an interest may join the breach of contract in an action
for quiet possession arising on common law. 

But this is true only, where the damage is a common

Wall 1032.
Part. 103.
Hale 100, 202.

When it is

Where the acts may be joined in the same declaration
then if the breach to recover the costs of service in the

The Test. must be laid to have been committed
on some certain day, not merely as the time
day, and not be proved as taking effect.

off may

for the act, or separate, the proper act in case

6th. 20, 187.

An act or

for the loss of service in a more consequential damage

the person, one the breaking is the subject

of the act. The breach is a continuation of the

act. But if they are on different days, there is no

more expropriation, no evidence

of loss of service is admissible, and recovery can be

the cost of service in case in the
declaration.
Pleadings in Trespass

But its material universally if it necessary to prove according to the truth of the fact as laid.

Sec. 3. immaterial

So if a bribed declared on to be done July 3rd if it is done July 8th is a variance the time is material.

So if theft he may prove it committed in any other day, it is immaterial.

In declaring in Trespass time is prima facie not material; but may become material by the plea of defense. As if defendant should justify theft on one day he should assign another or a diff day.

And a defendant may join in one declaration several defendants, or he may sue each of them severally or singly, i.e. one a separate act. But it is said that if it appear on the face of the declaration that a certain person not sued
Pleadings in Trespass

1. Sum. 29. under the general issue or be pleaded in abatement
6. 8. 1

2. It is allowed too that the pleader may sue one of the pleaders

3. Indeed it has always been held that if

4. it appear on the face of the declaration that

5. the person not sued who was concerned in the theft

6. with the theft is unknown to the other.

7. In the case above.

8. In the other always may sue each alone, paying

9. nothing of the rest — i.e. the practice is to take

10. no notice in the declaration of any party to

11. who is not joined as a defendant.

12. It is essential in some law that the declaration

13. should charge the theft to have been committed

14. with force and arms, etc. and/or it contains

15. these

16. on the declaration of the theft or crime or even hypocrisy

17. the reason in the declaration is liable to pay a fine

18. to the king, so this must be mentioned in order

19. to let in the claim of the king and to authorise a

20. capitulation. Whereas if it is not made force, the

21. party is only amenable to the jurisdiction.
Readings in Trespass

and now by Stat. 5 of 1815 the judgment of a finding of fine is taken away. It enacts however that instead of a judgment the Off. shall pay of by way of fine to the King & shall recover it from the defendant by way of costs.

This case, now since the Stat. the words do not remain an act necessary it now is that in both judgments are now miswritten. That is not true. For no fine is paid unless the act is said to have been done in the manner of fine in England. These words then are still necessary in England to be in the provisions of the Stat. 5 of 1815.

In other words, it would seem on principle that these words are not necessary, as a matter of substance. As Len us fine is paid. I judge in the same in all cases. A judgment of a finding of fine is unknown to our Law. Indeed it was in 1796 decided that the omission of both the words was not ill on special demurrer. I don't know but that he would now consider them that as a matter of form. I should think they would be necessary in point of form. In the above case (Dowswell vs. Phelps) a suit of Eson was moved and that not prosecuted. As a gen. rule the injury for which an action at law must be specially alleged, in declaration, etc. with particularity.
Pleadings in Trespass

One exception viz where the injury arises of such nature as to require to state the wrong goods, or may be, may be intelligible — this is to prevent inaccuracy on the face of the record. It is not bad even in point of form.

In cases of value, the declaration must state the value of the goods for taking for injury to which, the action is brought. This rule applies only to goods or services on something in the nature of personalty — or a subject of valuation. So if the act is for taking down a building, the value of it in to the estate, but cannot state the value of an arm or reputation. It is also must goods. The quantity of it need not be the value of the quantity. Indeed in some cases no quantity can be stated, as cattle, eating grass, or pork, 378 for it can be ascertained. The omission of either is aided by verdict, for that supplies the value or quantity.

3 B. & C. 112. 7
3 B. & C. 113
6 B. & C. 140

3 B. & C. 140

That it is aided by verdict

In cases of a permanent nature where the injury is such as is capable of renewal or continuity it is seen or continued, the may recover by laying the thing.

Breach of Trespass

But in those cases where there are several Trespassing acts on different days but don't in their nature admit of continuation, yet they may be sued for in one declaration and charged to have been committed on different days and times, between such a day and day.

The Plaintiff may recover for the whole in one action laid with a continuance. If by continuing a breaching down grass to be on the may being a separate action for each day separate injury.

It is to be observed that if several Trespassers are charged to have been committed on one day—no evidence can be introduced of Trespasses which are not committed on one day; i.e., on the same day.

Sis. 220. To be sure he may lay them to have been committed on one day but prove them to have been committed on another.

There are two modes of proving with a continuance: (1) keep may be laid with a continuance for the whole time, from such a time to such a time.

This is further when the Trespassers are committed with intermission for a longer time than one day. But when the several acts are not done in continuance but at differ times, at intervals, they may be laid with a continuance.
Just from such a day to such a day, but by continuing on
several days at several times from such a day
to such a day — But the particular intervening
days need not be laid in: the distinction
attended to in practice. — 1 e.g. Castle
Trespass for several days in succession — again
they enter at intervals.

But where there has been an onset of injury,
no so near, but the onset & all acts done under it
may be laid with a continuance, if the onset
continues as long as the injury. — The other acts
are incidental to the principal Trespass —

And the rule goes further, for if the owner
is onset before re-enter, he may lay the
whole with a continuance.

If trespasses which can't be laid with a
continuance, are so laid, the declaration is on
the face of it distinctly ill, not aided by verdict —
for there is a fatal repugnancy —

But if several trespasses are committed, some
of which might be laid with a continuance &
some not, if all are laid with a continuance, the
declaration the ill or demurrer is aided by verdict,
for the damage shall be presumed to have been caused for the
Pleadings in Trespass

As to the Pleadings of the Defend. 1st part in Proving.

The great issue in this case, as in all other actions for

confinement, is not Guilty.

If a person indicted for Treas. has confessed, that

his confinement is on record & in former relieves to plead not guilty

in a civil suit an act late for the same offence, in Treas.

Yet this is not an exception to the rule that a

judgment in no evidence except as between parties & issues

in being 2d in action act 3d for it goes on the ground

that the confession is always good evidence it answers

no purpose as matter of record but being good evidence of

the confession out of b, in good evidence, but

is not conclusive, but on record it is conclusive. But

of it were convicted by verdict of Jury then is conclusive.

At law, Lov. 26, a special justification in treas. must

be specially pleaded. It cannot be given in evidence

over the general issue. E. g. 21. license of theft by process

of law. The reason is the great issue denies the fact

of justification. LOV., under 1st. 5 b.

Conf. Dept. serv. in Treas. under great issue may

give in evidence 2 years. for this defence
The nature of the act was committed on the 1st day of March, 1861, and the act was done in the course of the act. The act was done in the course of the act. The act was done in the course of the act. The act was done in the course of the act. The act was done in the course of the act. The act was done in the course of the act.
Pleadings in Trespass

But any one acting under, i.e., in aid of the sheriff, who is not as a request may justify the sheriff's personal action to obey the sheriff in the sheriff's process, but the request is irreraible.

If the act is done at the sheriff by a stranger, to the original judge, for an act done in the execution of final process, he must in justifying allege the fact as well as execution: for the sheriff knows of the judge. See 25 King by the sheriff in the event. 

Accred is satisfaction as a good defence, i.e., plea in this. But accred alone is not sufficient. To "take the agreement, it must be specially before the whole amount of agreement. The most accredited mode of pleading is by way of satisfaction. If an agreement is pleaded, all the parties, if the agreement must be specially pleaded to must prove a special specific performance of those particular.

But barely mentioning that the right to recover by way of satisfaction to an action in the way of satisfaction of his claims, is pleading by way of satisfaction. An amount of arbitrators in another good defence to this action — true clear to act.
Pleadings in Trespass

A. Release is also a good plea in bar, but here if release before act is pleaded, the Defendant must traverse the fact of another breach committed between the release and act of the suit. Luc: if the release is pleaded as given after act commenced, for no recovery can be had for breach after act commenced - vide "Plea, Pleading."

Where the breach complained of was committed by two or more, i.e. jointly, a release to one is a release to all, for the act of each in the act of all the rest. So each is guilty of the whole & is answerable for the act of the others - a release of all the wrongs done is a release of the whole wrong committed.

But if an act is done by two who sever in pleading one is found guilty of damage and acquitted of him. Off may enter a nolle prosequi as to the other with releasing the record - entraining and just discharges him to will a writ. {

But a recovery of any of several joint trespasses is pleaded in bar to any other, but not of the others, then can be said one recovery.
By the 21 Dec. 1808, may plead in bar a disclaimer of all right to the subject thereto, on the ground of negligence, or involuntary, or in effect, before notice. But the master, or party, must be ordered the same to be heard. The question whether the court may judge that it extends only to cases of involuntary theft or disclaimer to such orders in bar.

Stat. of Limitations is a good plea in bar—6 yrs. in Aug. by 21 Dec. 12 yrs. in bar. In Aug. It must be specially pleaded. See the defence conferred Estab. 3. 416. The fact it so would be repugnant to the main issue of giving in evidence under it.

At Can. Law. Special plea of title is not allowed in this act, because it amounts to the main issue of whatever amount to the main issue must be pleaded as such. As the main issue is involved in giving title for it, to give evidence for it to assert title specially. It amounts to the main issue. You cannot assert the fact of his having unlawfully entered on Off's land.
Pleadings in Trespass

Giving colour consists in alleging some joined title in
Plaint for the purpose of supporting his own title or record
or submitting the question which is in respect to the act.
It is intended to justify the Defent in converting of fact
into a question of Law. I.e. in preferring a defect as a
In law the plaintiff is always at liberty to plead title
defect. Not by inference, but by explicitation, a fact,
which provides that where in an act of Trespass, before a single
commission of law or a fact from the Defent pleading title, a record
shall be taken his confesse is defect shall become "indefinable
because the Con. Defent may give title in evidence under all cases
"he found in ones or more instances in a recognizance that the shall
prove. A plea in bar for the trial of his title as next to action, is
the only in which there is paid to have any cause or that may the recognizance
be to thes. But where the recognizance is, the recognizance he must bring his act in the it above is to be
not a fraud on Trespass does not conclude the
issue in ejectment for this is of a higher nature
in any case or to the point which it involves to establish in all actions of similar or concurrent
matters. e.g. Trespass for title. If a title
asserts, still Deffent may have Ejectment - or if
asserts for title, in ejectment, it Deffent demands
still the plaintiff in ejectment complaining of the very
asserting Defent title in the Ejectment action.
Readings in Trespass

Of the Evidence in this action

The evidence must always follow the issue. In no matter.

An action for trespass, if not embraced by the issue, can
be admitted, for it goes to the merits of the case.

Under the plea of alias actio, the only evidence may give in evidence any matter of aggravation which
in itself support an action in Offset, i.e., on the plea issue. So matter of aggravation may be
given in evidence under the plea issue. But no
evidence of that which would of itself support an action
for trespass is admissible, unless it is alleged. In the case
prove that he entered the house & beat the plaintiff.

He may prove the last the not alleged, because the time
place & circumstances are to be considered in estimating
the damage. In the beating, his wife may be given
in evidence. He cannot prove loss of service, unless
aided with a plea. In the case of the loss of service, it
would not support an action if the record in the first record not
for an action for loss of service—whereas in the
beating ofイラク他 could not maintain a subsequent
action.

It is not usual in this action to set out the details of a case, yet if the case be made more clear on that
yet of the facts on a building or placing the hand, so may.
Pleadings - Trespass

The guilty time need not be proved as laid, yet when the act is laid with a continuance it is
conferred in evidence to the time laid in the declaration.

The reason I think is, the continuance from one day
to another is considered as matter of duration of the
trespass. In other cases time is matter of form or
principle. It is analogous to other cases. So in
transitory actions, time is matter of form
occurs in local actions.

The party may however waive his continuance
proven in simple trespass. on the breach on any one day.

When the Off. lays. Ch. 28. with a continuance,
In must prove a entry on hi part, otherwise
he can recover only for the first entry. For
is cannot sue for a breach, after a decision,
still an entry.

If Off. makes a novel assignment of the
said time it pleaded to it, he cannot prove defeas
quality of the breach. mentioned in the plea. by
by his new assignment. To recover that mentioned
in the plea. So if Off. charge Tress. on the
plea of deficiency on third day, new assignment on the
second of May. This will be new claim on the other.
not in the nature of a new declaration.
It seems to be a good rule that if an plea of justification be not more to the point than it is in law amounting to a justification, then it suffices to be a plea, and if the plea be not justified, the issue must be for default. If the said special plea be for a particular and some special service, that the party was to be tried for a default - to be subject to the breach from all the service due, if the same be due, and that he continues to do that which he is to be tried for in relation to them.

In an action by a stranger to an action at a trial, the party acting under it has committed a breach. The defendant must plead the plaintiff's case with a view to prove the special breach of the service, or as to the service itself with "true, to second intent."
Ejectment is an action by which a person is
when ejected of the term, recovered it from the wrongdoer,
together with damages.


disseisin is an action by which a person
instituted in possession of
land is wrongfully removed or turned out from it.

The word disseisin denotes an action of the ejector;
the word "dissession" in an ejector of an estate less than
precedent.

For the right of ejector, see 3 Bl. 574, n.

The act of disseisin is strictly an ejectment action.

Recently, the right in ejectment recovered damages
only, no restitution. He is sued by the owner. He
might recover the possession by an action on the covenant
for quiet enjoyment. But if the owner was committed
a stranger, there had no means remedy than by ejectment

3 Bl. 574, n. 8. in which he secured damages only. The person
might sue in a suit at common law of
the ejector.
Ejectment v. Distress

Afterwards however when the use of Equity began to compel the Ejector to make specific restitution, the
Law of Damages also allowed the same mode of doing justice
by rendering judgment for the recovery of the tenant
with a writ of possess. The title declaration demands
or damages only.

31st. 86. This practice appears to have been adopted as early
as the reign of Edward I. Since that time the remedy
has been acquired, and for a long time past, this action
was founded where the owner of a tenant only has been
in dispute, the common suit was the only method in practice
of trying the possession title to real estate. It has been
2d. 180 used for this purpose even since the reign of Henry 7.

This is now done by a string of legal fictions, delineated
in 1st. 7 2d. 180-3.

3d. 180-5. In most fiction here. The possessor is
recruited directly by act of description. Since the
act of 1666 has removed to try lessor's title, the
3d. 180-5. damages recovered in it are usually nominal only.
16th. 180-5. 3d. 180-5. In real actions receipts in assignee no damages are recoverable.

For what things Distress lies.

16th. 180-5.

7. 1d. 180.

16th. 6. 180-5.

16th. 180.

A real action void in assignee no damages are recoverable.
Ejectment & Distress

But it will lie for land laid out as a highway in favour of the owner of the soil, or the intestate's executors, in the
laying out a highway does not convey the right of soil
But the land is conveyed subject to the easement.

So it lies in favour of the grantee or owner of the
Liberty of land, that the soil belongs to another.

But it lies not for a watercourse on the course of water,
for this is fictitious, it cannot be given.

It should lie not for so much covered with water.

The act must not be for an entire thing—
for this is fictitious, it cannot be given.

It will lie for a certain house of clerks or building

Who may have the Act?

Asa Rule — No person can maintain the action

if the fiction will not aid him, nor would an actual
entry if he had no right to enter, since the law only

If a person cannot obtain a lease, it is a continuance

of the lease cannot enter. Of course he cannot maintain

Ejectment

To lie on the lease of the Owner, under whom it
lies.

One term out of the period 20 yrs. of 20 yrs. in the
lease of the act in 21 Statutes at Large 1827, which

Act of Limitation in 1815, 15 yrs. after title occurred.
Ejectment & Dissolution

Book State. Save the usual remedies in favour of eject, persons possess, persons in cases, imprisoned, or beyond sea.

The justice in any, or the case of the 1st. under the
2d. Stat. must be an actual person to be made present, on
3d. Stat. must be a person in fact within view.
Le vuit be prosecuted. In no other person has been in

In case of vacant premises, no person will be

The rule in utmost, the case, has a right of person as a

equivalent to actual person. The person in person

2d. Stat. in a right of person in person, a sufficient ground for which to found

the act of 'the law', of the person, thing, &c., which, within

Wager &c. is considered, that does prevent the fact

an undoubted person, for 20 years in Ang. on


Law, in the principle that in it is the fact, that the

3d. Stat. 4th. Stat. in due course of the title, the title

3d. Stat. 4th. Stat. in due course of the title, the title

But the present which has an eject has a

title in the fact, in an adverse person, only. Of not


In due course of the title, to the possession, of abandonment.
Ejection & Demurr

If, therefore, one joint tenant or tenant in common, endeavours to hold the whole estate by possession, he must prove an actual and adverse possession. Deny his possession; that the tenant

But a had that he uten to an adverse house: in such ease is a proper question. to the demurrer, who may presume an adverse from great length of

of the party, in house, claims under the unit out

there is no title acquired by the tenant: no adverse

The tenant is not barred, e.g. the court may rule in favour

No party, can be in adverse possession.

And when adverse possession is alleged in the drive, there should be some proof of actual entry, the presumption

Evidence of the fact arising from circumstances, may go to

If the tenant, in an action for ejectment, declares that he holds under a

But it has been holden that the facts having

If he is to lease from a stranger, no evidence of adverse

under the latter, has actually made an entry

If the act is founded upon a lease, a lease

3 Brom. 1197. 4th 451. giving a right of reentry for non-payment of rent. to

actual entry is not necessary — Confession of lease

3 Dall. 174. 4th 379. 144. 239. 10th 182. 160. 296. entered to recover by the by

And the last rule is quite where an entry is necessary in

2 Dall. 467. 4th 655. 550. completed the offer, title, from without necessity to rehist dispute.

little, or to avoid a fine — here actual entry is necessary. In the

former case the right occurs when the act, entros contingency

in time, after the entry —
Ejectment & Distress

Mortgagee may maintain this act in suit before or after the day of payment—not only of mortgagee but mortgagee's lease also, as well as of a stranger, vide 'mortgages'.

But if lease leased as a settlement, mortgagee cannot evict the lessee, he is the tenant. And in any mortgagee is allowed in such case to proceed of descent by ejectment if he has given notice to the latter before suit. But that he does not intend to disturb his former but merely to secure the rent.


To mortgagee may recover in ejectment the mortgage money has been paid; if it was not paid at the time for the legal title—1 T. & R. 756; 3 L.R. 608. Id. 456.

And it is a general rule that the person in whom the legal estate is shall recover in ejectment, any equitable interest may be in another, or in the defendant itself—684.

In some modern cases however 6 & 7 L. & R. somewhat delayed the rule & taken notice of trusts, or equitable rights—725. 687. 576. 731. 744. 782. 791. 572. 607. 684.

But however been questioned Vide 778.

If in any case the defendant must recover by the strength of his own title—of course a recovery may be defeated by proving the title in a third person. But this cannot be done when his title is derived from father or the defendant, under title derived from child. In the case the doctrine of estoppel applies, e.g., mortgage in mortgage in his own name.
Ejectment & Disseisin

When the same principle of B claiming under title from C, lessee to B, in ejectment by C against B, the latter cannot dispute A's title.

Cases 456, 70, Conv. 288. Because of A may maintain ejectment, but not in action. 2nd Ed. 1st Part 73. No. 1st Ed. 104. The legal title being in A to the premises, no necessary in B, the lessee, and title in B, of whom Title was not specific, distribution in ejectment. 2nd Ed. 1st Part 79.

But when a freehold is devolved, T enacts may recover it immediately on T's death. No ejectment necessary, B having no concern with it, & T's title is gone.

Assignee of a tenant may maintain ejectment for tenancy which belonged to him.


d'Ed. 137. 2d Ed. 240.

The committee of a lunatic cannot maintain ejectment for the tenant of the lunatic. It should lie in the last name.

Stat. 13. 2d Ed. 170. For the title in B's name, committee cannot make the necessary demurrer, only suit in a "manner of lunacy" being by his conservator.

Ed. 2d Ed. 189. The act is for an executrix, not for T's estate, in the name of T. 2d Ed. 184. 2d Ed. 134.
Ejectment & Dissuasion

But in one in possession of real estate, the right of
action is in the Deed. In case the remedy is by ejectment

[Text missing]

...can claim to the land... That in some of the States, many
Cost. 3. S. 2. 734.
V. 335. p. 50. The rule
735. 11.

A person may maintain the action of
dissuasion himself, the owner having the present right of
possession... Case of & coext. exc. Diver 3d. In 
Cost. 176. 2d. section join in the action
of dissuasion, a mandamus of one will not bar the rest to a
petition, servitude... To of a release by one to the other. The other
may still proceed for their share.

Of the Pleadings

Cost. 185. The declaration should state the title as it is. Should
197. 310. show a subsisting title at the time of the act, but the map
307. 772. title at that time, the map, regularly no right of recovery.

And it is not necessary in the case to state the
Cost. 145. entry on a day. Certain... to set out the title,
175. 155. i.e. the demurrer, to aver that the after claimant.
176. 156. for issue the proceedings.

185. 425. In the case of a person to state an entry by title as the
Cost. 115. 4th. rule to aver

But at such a time he was seized or possessed of the same
176. 105. He should be laid as subsequent to the accruing of title, there

no cause of action.
The particular day of the suit need not be stated, i.e. no
particular day need be stated - subject of the suit appears in
the declaration. It was supposed that, if the suit had occurred
before the suit commenced.

The land or subject need not be described
The declaration to have commenced after the suit had occurred

Great precision was not necessary, but the
measures much related: for the suit of the plaintiff
is to show the land to the plaintiff at his peril.

In the subject is usually described by a description
of the town, in which a part of the boundary of the land,
together with a statement of the exact or estimated quantity.

The quality or kind of land is not mentioned.

In any, the boundaries are not given, but
the parish, in which the kind of land (as water, meadow)
the quantity, i.e. some certain quantity) are required.

In the very case, the plaintiff cannot
maintain the suit unless he in the town. In the case of the plaintiff
in the wrong town.

But the plaintiff is not bound to declare for the exact
quantity that he is entitled to recover; for he may sue for
a certain quantity to recover so much only as the process
title to.
But I can recover no more than I declare for; 
for he may recover less - so in personal action.

So if he declare for a longer term than he has in
his power to recover; for the question is whether he has the
fundamental right to the

And, it is ruled, that he is in favor of this power
of recovery.

I may still deny that he is in favor of his power of
recovery; I must be non-suited, if he can also take from me the power of
recovery in this act.

The Evidence.

The issue in ejectment is not to consider the issue
in ejectment; it is to consider the issue of title in ejectment.

No time is an act of ejectment.

The evidence in ejectment is measuring the issue
in ejectment; it is to consider the issue of title in ejectment.

The evidence in ejectment is not to consider the issue
in ejectment; it is to consider the issue of title in ejectment.

But the title must be a valid title, not the title
of the lessee, but the title of the

and that the title of the lessee is not sufficient.

When a lease is void or voidable, possession may be
recovered of land by this act. But it often happens
that the lessee by the act of recovery, by some act affirming
the lease or waiving the right. If the lease is valid, no
act of the lessee will affect it. But if the lease is void, or
is void by affirmation or denial, the possession vests in the

Evidences, Verdict, & Judgement in Ejectment.

PART III. LEASES.

Chap. 263.

The rule is, that if the lease is only voidable, there may be an implied
confirmation of it, by the acts of the lessor or the tenant, under
condition that if the lease remain unexecuted, he may retain.

Chap. 265.

is necessary to show that the tenant took advantage of the
condition of the lease.

3 Boc. 64. CONF. 803.
483.

Hence acceptance by rent after notice of the
foreclosure is a confirmation of the assignment
a waiver of the condition.

Chap. 265.

If the Verdict, Judgement be

The氯 in this act may recover according to the
declaration, or as for Lease, giving title for five years only.

L. declares for rent. So if L. declares for a certain
number of acres & proves title to a less number only, L.
shall recover the latter. So if L. declares for several
things (as a Lease, Land) L. may recover one part
the other, if the declaration should be all as to one,
the other.

E. 490. 487.

2 Boc. 177.

E. 490.

E. 491.

Dy. 47.

Exit. 4 Dec. 2730. 1718

Conf. 186.

Conf. 130.

Conf. 280.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

E. 491.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.

L. 190.
Verdict and Judgement in Ejectment

If the defendant possess the land to which the plaintiff has a right, the plaintiff

and all others.

The execution of this writ may be made by the

officer of a dwelling house, if it is necessary. As where a lease

is recovered, the writ cannot otherwise be executed, if he

is denied admittance. Vide "Harm on Land" & "Harm.

The officer having taken possession, according to

law, does not prevent the recovery - he may still have judgment

for damages & costs. In this case, it may indeed be

pleaded in bar, but it is discretionary with the court.

To admit the plea or not.

So if the term for which the action was commenced

expires, the officer may have a new lease for year or an

attorney at law for a contingent sum, if invited by

a stranger.

In the English act of ejectment of verdict is for the

defendant, the suit will seldom, if ever, grant a new trial —

An officer may bring a second action — no necessity

for a new trial. But if verdict is for plaintiff, it may be made

obtainable, as in the other acts, to prevent the change of issue on

appeal. The sheriff may, in the only suit in which such a change

of issue might be of no avail.
Verdict & Judgment in Ejectment

Formerly held that a new trial could not be granted in any case of ejectment. Act 36 Geo.

In law, new trial is granted as in other actions — one judge being a bar to another act between the parties as to the same title —

of the recovery for mere profits.

The verdict in ejectment, when in plaintiff's favour establishes the title; it follows that from the time of the ejectment, the defendant has become a trespasser.

After a recovery in ejectment, the plaintiff may have an act of trespass at the defendant's costs, for the trespass in ejectment. This is called the suit for the mere profits of the damages recovered on the value of the land, during defendant's possession - said suit a continuous suit.

It is said that the plaintiff may, if he so elects, institute a bill in chancery for an account of the profits. But this is not usual.

The necessity of this second action arises from the circumstance that in ejectment, the damages are nominal.

But it has been held that plaintiff may recover for actual damages in ejectment. A verdict will damages recovered.

In law there is no doubt that full damages may be recovered in ejectment. Allowing this, the case seems implicating but it is established — sometimes full damages are recovered here in ejectment —
In this second act, it is not necessary for 
Pll to prove

2 Dec. 1812.
211.

3 Dec. 1812.
212.

Evidence of that fact.

The Pll, is not, however, confined to the time of the lease.

2 Dec. 1812.
213.

Evidence of that fact.

And the declaration must be made, if the same is to be

2 Dec. 1812.
214.

Evidence of that fact.

The Pll having regained possession, that possession is said

2 Dec. 1812.
215.

Evidence of that fact.

The Pll may therefore proceed to maintain itself, as to all the

2 Dec. 1812.
216.

Evidence of that fact.

Suppose Pll in Con goes for full damages in

2 Dec. 1812.
217.

Evidence of that fact.

The act of the Pll may be lost either in the name

2 Dec. 1812.
218.

Evidence of that fact.
1e. 195. yet after a recovery in ejectment in many
7. Wit. 115. cases, it being incident to the
Sess. 7. v. 323 conld.
"Contrary to " former

2 Mace. 338. In the action for suzereignty
2 Dec. 131. 9. p. 403. The Lessee is liable with a continuance
"des Lessee"
Waste

Waste is any want or destruction in Loam, Lander, etc., trees or other corporeal l[nd]earth, in the possession of him who has the remainder in seisin, simpliciter, or fee tail.

2 R. 55, 56. 5b. 455, 431, 316b. 2

Co. Lit. 58. 5. There seems formerly to have been a distinction

between want or destruction, not attended to new

seisin, as in L. 285.

There are two kinds of waste, or voluntary

o. Permissive, voluntary is that which is occasioned

by private acts of want or destruction, or omission

of commission. Permissive, is that which results

from mere negligence, an offence of omission

5 C. 257, 65. By lease, not to do any waste is common.

2 R. 145. By permissive waste: breach. e.g. Condition that if lease

do an waste, lessor may enter. House falls for want

of repair. Holder that lessor might enter.

What can't be wasted? What does not

5 C. 257, 65.

1. In the same or buildings. Demolishing a house

in waste voluntary.

5 C. 257, 65.

2. Seat or shelf in a house. 5th. 46, 57, 329, 751. 2 Pol. 117.

Here is voluntary.
The in your writing is waste except what waste
an injury to the structure, yet changing the structure
of a building by lease is waste, the advantage
of

Building will, the the value to them increased. So converting
a barn lower to other purposes more profitable.

Suffering a house to decay for want of necessary
repairs is waste in the land. Permission, if it is
allowed at the request to build the house, converting
under a lease granted in the same, the lessor is liable in
the last case, the lessor is to build or the land. Demand
this at his peril. Leases if leases is has cost all the
timber when it declines.

But leases may not take leases timber for other
material to build or repair it. It must be altogether
at his own charge.

But if hence having built a new house but thinks
before it to decay he is guilty of waste. For it become
pardon of the lessor.
Waste

If a man builds a new house after the demesne, hence he is not bound to retain, he is not liable in waste for it decay, for it was not part of the demesne.

5 Barr. 461. A lessor leases land at the common. 5 Barr. 461. 5th Sep. 25th. 1761.

[Note: The text is handwritten and contains references to cases and statutes.]

5. 5th Bar. 4764. 2nd Rev. 349.

The destruction of a house by the act of God (as by lightning or) by public enemies is waste in law.

But if the house in the last case be left standing, the

5 5th Barr. 4764. 5th Sep. 5th. 1761.

must remain it is convenient reasonable, otherwise if it suffer further lasting injury for want of repairs, it is guilty of waste.

If the house be left as is, yet

5 5th Bar. 4764. 5th Sep. 5th. 1761.

he can claim it before act but no recovery can be had of him. But he must plead the subsequent

5 5th Bar. 4764. 5th Sep. 5th. 1761.

he may not take less time to repair it actually suffering

5 5th Bar. 4764. 5th Sep. 5th. 1761.

the house or carrying away the soil by

5 5th Bar. 4764. 5th Sep. 5th. 1761.

the house or carrying away the soil by

5 5th Bar. 4764. 5th Sep. 5th. 1761.

injure it.
Waste

An act of the water, or the want of it, and the consequent injury to the land, is waste.

All case of wasting is not waste. 42. 114

When arable land this results to be overgrown with

But gradual conversion of one species of land into


But wasting of minerals, unless the minerals, themselves were
denied.


Waste
Waste

By timber trees are meant trees fit to be used in building, so that all trees are not timber. (Southern dictionary)

60b 52
2d 12
6b 27

As to what particular kind of trees fall within this
area, see margin — oak, ash, elm are timber

In the realm, where trees are scarce other are such by
custom.

Under wood that may cut at pleasure, if it be at a
proper reason.

For he is entitled of common right (unless restrained by express
complaint) to such wood growing on the land, as is necessary
for fuel, for rearing houses or fences, and for making
repairs, implements of husbandry. Cutting this is not
wrong — yet if he cuts a house to become ruinous for
want of repairs, he cannot take the said timber to repair
it, nor feed on it.

The is guilty of waste if he cuts timber to make houses
or fences, where they were none before.

So it he cuts for repairs which are not necessary,
or the want of which is occasioned by his own fault.

So if having cut timber for necessary repairs, he sells
it, it is appropriate to the making of repairs.

In is guilty of waste.
Yet he is entitled to sulit timber for necessary repairs, even though it is covenanted to remain at his own expense on the land. — A sea cannot be taken away except by express covenant.

In many cases, the tenant may cut timber for repairs, the cost not recoverable to repair — the lessor covenanted to remain — for the policy of the lessor favours the survival of buildings & appurtenances.

Do this not leave him without usefulness or use. To this the house was vacuous when the tenant entered, in which case he is not liable for its decay.

Destructing fruit trees in a garden was said to be a waste, and if they grew upon other grounds, called by coti ‘Destruzione’.

Decided in ten. that hurt in town of proof land who had cut timber for sale, built a saw mill a man not guilty of waste — but left to a city of grazing and prevent unreasonable waste or kill by injunction.

Ruled applying to waste in general.

Breaking down communicle not itself waste, but the consequent may be. But destroying the fence of a park or damaging it to decay so that the area escape is waste.

Vin. 670, 5th & 6th 566. Tint not liable for waste, unless the value amount.

2, 27th July 2, 26th 223 — to holt taking the same from grant less.

No person can be guilty of waste if the place is other.
It is committed in no part of the demesne, or land, held by
5 terms 530. the lessor for life or years, e.g., lease of a farm, except a
Dy. 19. piece of woodland. But out of the wood, not guilty of waste.

But if there be a proviso, that lessee may cut the
9 terms. timber; then is guilty of waste if he cut it. For it is a
Dy. 19. covenant, not an exception, as to the wood in

2 terms. 392. Yet if he cut a piece of the wood or trees, to the
Dy. 6d. 17. 593. wood, he is guilty of waste, for as to
2 terms. 427. the lessee, it is held on account of the demesne, and the exception
is valid.

5 terms. 681. 12 terms. 321. If a lease is made with a clause, "with impediments"
2 terms. 406, 20 terms. 535. "waste" then is not liable for waste. (Interference of title)
5 terms. 674. 12 terms. 562.

But this exception can be created only by deed.

12 terms. 185. The same deed which contains the lease, also it is a covenant
5 terms. 681.

12 terms. 183. And to constitute a lease to the use of waste, it must be
5 terms. 674.

12 terms. 562.

12 terms. 522.

Mod. 9.

If he in fact leases "with impediment," the clause
does not bind his successor, for the latter confirms the lease
by accepting rent.

And if the injury is occasioned directly
5 terms. 681.

12 terms. 522.

Mod. 9.

12 terms. 562.

12 terms. 522.

Mod. 9.

5 terms. 681.

12 terms. 321.

2 terms. 406, 20 terms. 535.

12 terms. 562.

12 terms. 522.

Mod. 9.

12 terms. 562.

12 terms. 522.

Mod. 9.

If the lessee cuts the timber, not learning enough
5 terms. 681.

for repairs.
Waste

If the injury wasoccasionedby the act of God or ofpublic enemies, this in this case he must obtain in convenient time, if the subject matter remain to be capable of repairs.

Who may maintain this action of Waste.

The old common law powerof prohibition to restrain waste is taken away by the Stat of Westminster 2. Waste being to the abridgment of the beauty injured the act must be red by him who has the immediate succession to it in fee simple or tail.

The succession or removal in the O'iff must be immediate i.e. there must be no interposing freehold remain & if there is the succession in in fee simple it cannot maintain the act for if he could the recovery would destroy the intermediate estate, e.g. Case to A for life remain to B for life, remain to C. In fee

Here if B could recover as to A during his life, twenty for the perpetuity would defeat B's remain & the freehold.

But if the intermediate remain is 100 in case were for years only, he might maintain the action at d during B's life - for B's remain being a chattel interest one not requires the
In 1878, the 30th Parliament of Great Britain passed the Act 2 of 1878. This act abolished the office of postmaster general. The Act also provided for the appointment of a Postmaster-General by the Crown, who was to be appointed by the Crown.

The Act made provision for the appointment of a Postmaster-General by the Crown. The act also provided for the appointment of a Postmaster-General by the Crown, who was to be appointed by the Crown.

In 1878, the 30th Parliament of Great Britain passed the Act 2 of 1878. This act abolished the office of postmaster general. The Act also provided for the appointment of a Postmaster-General by the Crown, who was to be appointed by the Crown.

The Act made provision for the appointment of a Postmaster-General by the Crown. The act also provided for the appointment of a Postmaster-General by the Crown, who was to be appointed by the Crown.

In 1878, the 30th Parliament of Great Britain passed the Act 2 of 1878. This act abolished the office of postmaster general. The Act also provided for the appointment of a Postmaster-General by the Crown, who was to be appointed by the Crown.

The Act made provision for the appointment of a Postmaster-General by the Crown. The act also provided for the appointment of a Postmaster-General by the Crown, who was to be appointed by the Crown.
Waste

I every one of the place and easaments by that waste, to one tenth, in case of the
testamentary will of the inheritor may lay the act of his fellow for
waste committed in the estate. Thus no lease or other
The equity of the Act extends to joint Tenants.

to coheirship, for they might compel partition

as a Ten.

Who has the inheritance may join in
the suit; one who has a smaller interest, e.g.,
husband and wife, where the remainder is to them as the heir
of the husband. So if the remainder is in A, B, and
the heir of B. The wife may join in the first case
at the second

Any accused of waste must make the tenant
appearing before act. But, under Latin, may have an
act of waste for the damage [tort] this he cannot
recover the place wasted.

Off cannot maintain the act unless he has
the same estate continuing in him which he
had when the waste was committed—e.g.,
reversion, in fee, after waste committed, grants
the reversion to another. Then take back the
same estate. An action is good, for his right of
2. Roll 325
Sec. 87, 88.
5. C. 454, 468.
6. C. 504, 516.

Action was decomposed by the grant. The purchasing does not respect it. The privity of estate is destroyed.

At Common Law, granting of a reversion in fee could not maintain the estate. The non-coinmissary grantor being a condition to which it is subject.

1. C. O.S. 17, 18.

At Common Law, silent as to granting in fee.

At Common Law, silent as to granting in fee. The act was not made by the curtesy only.

1. C. O.S. 44, 45.
2. C. O.S. 46.
3. C. O.S. 47.

A court by the curtesy, opinions, are various.

1. C. O.S. 2, 3.
2. C. O.S. 5, 6.

A court by the curtesy, opinions, are various.

1. C. O.S. 12, 13.
2. C. O.S. 14, 15.

A court by the curtesy, opinions, are various.

1. C. O.S. 18, 19.
2. C. O.S. 20, 21.
3. C. O.S. 22, 23.

A court by the curtesy, opinions, are various.

1. C. O.S. 24, 25.
2. C. O.S. 26, 27.

A court by the curtesy, opinions, are various.

2. C. O.S. 32, 33.
3. C. O.S. 34, 35.

A court by the curtesy, opinions, are various.

1. C. O.S. 36, 37.
2. C. O.S. 38, 39.
3. C. O.S. 40, 41.

A court by the curtesy, opinions, are various.

1. C. O.S. 42, 43.
2. C. O.S. 44, 45.
3. C. O.S. 46, 47.

A court by the curtesy, opinions, are various.

1. C. O.S. 48, 49.
2. C. O.S. 50, 51.
3. C. O.S. 52, 53.

A court by the curtesy, opinions, are various.

1. C. O.S. 54, 55.
2. C. O.S. 56, 57.

A court by the curtesy, opinions, are various.
Waste

Shaw's 3d. It is therefore apt to occur for life or years only.

Sec. 285. These states.

Sec. 391. The assignment of a rent for life is for waste:

Sec. 412. For the assignment of a rent for life is for waste.

Sec. 445. Case cannot be supported of the original rent for life.

For it is a good rule that the act must be of the

who committed or this negligence suffered the

But if rent in power or by the curtesy assign

assignee commit waste, act lies for the rent

of rent in power be for that mere abate for

as how time. But as no act of waste

But in as an assignee, it lay by

recovery of them. Even after they had assigned,

and their liability, at how time is not removed by

the State. Indeed, the lien, in the last case

cannot save the assignee, for it is not right in

power to the equitable priority in waste.

But if rent by the curtesy assign, the assignee

commit waste with the lien granted pursuant thereto, the

power of the reversion, can save the assignee in waste.

plain only, for there is nothing between them: and

by the curtesy, he can hold as much of more than the lien.
Waste

The act is an accident, common or special.
No act of a lessee or tenant takes a term an actual
33°. 12th. 30th 302.
280. 9th. 4th. 30th 302.
27th. 9th. 30th 302.
30th. 9th. 30th 302.

33°. 12th. 30th 302.
17th. 30th 302.
27th. 9th. 30th 302.

If act for Life to commit waste, tenant resigns. In remains
27th. 9th. 30th 302.
30th. 9th. 30th 302.
27th. 9th. 30th 302.

If waste is committed by a stranger on lands in
Powers of trust for life or years, the trust is liable to the
33°. 12th. 30th 302.
280. 9th. 4th. 30th 302.
27th. 9th. 30th 302.
30th. 9th. 30th 302.

33°. 12th. 30th 302.
17th. 30th 302.
27th. 9th. 30th 302.

30th. 9th. 30th 302.
27th. 9th. 30th 302.
30th. 9th. 30th 302.

33°. 12th. 30th 302.
17th. 30th 302.
27th. 9th. 30th 302.

30th. 9th. 30th 302.
27th. 9th. 30th 302.
30th. 9th. 30th 302.

33°. 12th. 30th 302.
17th. 30th 302.
27th. 9th. 30th 302.

30th. 9th. 30th 302.
27th. 9th. 30th 302.
30th. 9th. 30th 302.

33°. 12th. 30th 302.
17th. 30th 302.
27th. 9th. 30th 302.

30th. 9th. 30th 302.
27th. 9th. 30th 302.
30th. 9th. 30th 302.

33°. 12th. 30th 302.
17th. 30th 302.
27th. 9th. 30th 302.

30th. 9th. 30th 302.
27th. 9th. 30th 302.
30th. 9th. 30th 302.

33°. 12th. 30th 302.
17th. 30th 302.
27th. 9th. 30th 302.

30th. 9th. 30th 302.
27th. 9th. 30th 302.
30th. 9th. 30th 302.

33°. 12th. 30th 302.
17th. 30th 302.
27th. 9th. 30th 302.

30th. 9th. 30th 302.
27th. 9th. 30th 302.
30th. 9th. 30th 302.
Waste

Of the Recovery in This Action

215. 229. 325. 445. The

punishment for waste at common law is by that of

216. 243. 286. 287.

statute of Gloucester. &c. This statute defines waste as the

1/14. 117. 117.

place in which it is done. This statute act is in

284. 284. 284.

any missed act — reality & personal are reconciled.

1/25. 125.

If the land demanded be three acres or more it

is committed in one only — one only is recovered. — only

particular facts in which waste is committed and recovered if

this is easier than recoverable from the other. e.g. a particular

place in one particular field of it. the act of committing damage

as to a road, field, &c. If committed in several spots

of a house, the whole is recoverable. When facts of more than

one which is easily separable from the rest. The law on waste

was founded in law in law. 1. Laws in law of

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.

112. 112. 112.
of Estates in Possession, Remainder & Reversion—The subject depends on a few
general rules or principles, upon which the whole will be founded on
an elementary system of law.

In the division of property, certain rules hold with
respect to the quantity of interest in the owner, due to the time of enjoyment.

Estates in the view of the subject are of two kinds:
1. Remainder and Estate in Possession,
2. Estate in Reversion.

Remainder created by statute or law:
Estate in Possession: i.e., estate created by the act of the parties.

Reversion created by operation of law:
Estate in Reversion means an estate in interest of course, under the
court of law or

An estate in possession is a present interest not depending on any subsequent contingency, accompanying with a right of present enjoyment. This definition is inaccurate in cases in which a present interest resides in the owner, not depending on a subsequent contingency. This article deals with a Reversion and the right of enjoyment is deferred to this in the grounds of the description.

The rules given by statute apply to estate in possession.

The estate in remainder is an estate limited to take effect at the enjoyment of another estate in the same subject matter, determined, as stated above, as an estate granted that in year + 15 years + after the determination of the term, to be held in remainder in Canada.
It is called Particular Title or Remainder man.

The estate that precedes the remainder is called the particular estate, & the estate that follows it the Remainder.

These two interests are one estate, i.e. they compose only one estate in fee. They are each of them component parts of the estate in fee which embraces the whole estate that can be had or enjoyed in any real property or subjects. All these three constitute but one estate, according to the mathematical principle that all the parts are equal to the whole.

The following is a remainder can be limited on an estate in fee simple, for the fee simple is the whole interest so that there can be no remainder interest, a fee is insufficient means to determine this the owner die without heirs.

It may occur that a fee or remainder may be limited on an estate in fee simple, for if the owner die without heirs, the remainder interest would pass to the owner of the estate in fee simple.

The most proper word to express remainder is “remainder.” It is the appropriate word, other.

This form of the short note of Remainder

-remainder
Particular Rules on this subject

1. To create a Remainder there must be some particular precedent estate to that in Remainder. The precedent estate is called a particular estate — e.g. Lot 1 for Life.

2. Remainder to begin — Remainder is a relative term — it implies that some other particular estate exists on that some part of the living is previously disposed of — an estate then created to commence in future with a particular estate is not a Remainder, but a Resealy.

3. Particular estate to remainder, are correlative items: one cannot exist without the other.

4. A leasehold interest cannot at Law be created to commence in future. It must take effect immediately it proceeds or in remainder. The reason is, firstly, it is necessary to create that estate — then is an exception in the case of leasehold rent.

The object of the first rule is to prevent the freehold from being in abeyance, which would fetter inheritance — would prevent the freehold from reserving his right in a real estate — do no real estate could be bought — for it might cease it to commence 999 years hence as well as one moment. If this were the case, the ultimate property would be of little value or use, could not be sold. Other words inheritance, in which —
Remainders

...the principal reason is the other one... A lease made for 150 years by a lessee and having a right upon the...title could not be tried by a real action. The Louisian...real action out of use in Westminster Hall almost as much...in estate...

The duty of a tenant in possession, or in remainder, is to create a freehold, and to take the estate immediate, or not at all. The burden, or present interest, i.e., the present...of a freehold is an inalienable object—commencing an estate in futuro...implies a contradiction.

Suppose there a particular estate created...the burden or present interest is to create the particular tenant to support the remainder. That comes to be, i.e., to operate to give effect to the remainder. In the estate of remainder commences in present; that to be enjoyed at a future time.

A lease at will is to precarious an interest as not to be suffered to subsist or remain. It is not regarded as a part of the inheritance. This is the time clause. It is, and in the case of a leasehold remainder, entry to make entry with binding an estate at will. I think otherwise. For that particular estate is created at the same time. Indeed that this must be known, although from the circumstance that an estate at will will not subsist a remainder that don't ant to a freehold...
Remainders —

as there must be a particular estate to support a Remainder. It follows that if the particular estate is void at its creation, there can be no remainder for there is no particular estate. Again, an estate for life is a become estate, and in case of death of the life tenant, the life is extinguished; the remainder is no more. But this is not in line with the rule of no remainder when the owner is determined.

Since the particular estate is determined, the remainder next comes into existence when the estate is determined, or in 70 years. But the expiration of the remainder will be in 70 years. The particular estate, if it exists, will continue for life, and in 70 years, the remainder. The particular estate is void at the creation of the remainder, because it cannot exist.

But if limited to a for 10 years, after the determination of the estate, it is for years. Here the destruction of the estate is only accelerated 15 years. In these cases, the expiration of the estate by forfeiture, occurring in 15 years, comes to the benefit of the remainder, and the remainder must be an estate for 70 years. This rule applies in case of a remainder in fee simple, and not to other remainders, though they are in fee.
2. One rule is that the Remainder must commence or run out of the grantee at the time of creating the particular estate. This needs explanation. The absolute or contingent right must then run out of the grantee. Suppose one estate to be for life and remainder to dower for absolutely, then the rule applies; for remainder passes by devise of written will or deed. But suppose an estate to be for life remainder taken in fee on a certain contingency, here I think the tenant-in-chief's right to enjoy the estate don't go to the remainder man until the contingency happens, then it passes instantaneously from it to you if so be a vested interest. So the rule applies only as to vested remainders.

3. The interest don't pass to contingent remainder man is certain. For it is stated that the interest limited continues in the grantee till the contingency happens. So it will descend to the heir. The contingency lies in

4. real part, i.e. no where.

5. a Remainder cannot be limited on an estate already in use create beforehand. To be sure the interest remaining may be granted as a remainder, but it must be a remainder, still it must be a remainder. Indeed it being thus must be created by the same instrument.
Remainders

3. Rule i. The Remainder must vest in the quanta
either during the continuance of the particular estate
or at instant in which it determins, or at certain
vest in interest in possess of that certain interest
in suit.

Suppose an estate to A for life, Remainder to B;
in case B being alive - Remainder vests at the creation
of the particular estate not in possess but in interest
Let it be for life, remainder to be conveyed to C, return;
from one to in 5 years. So return within that
time e at the moment of the return his interest
vests within the rule.

So to A. dividing the joint lives, remaining to
the survivor - Here the remainder vests in instant
that one's life determines. Indeed it vests also in
interest, the fact is not necessary. If none can
vest in interest during the continuance of the
particular estate. It follows that if d does not vest
under the remainder must fail - ex. eq. estate to
for life, remainder to the eldest son of whom, A dies
before to for a son Hence - like the remainders fail. For the

Sec. 2. 128
C. 66. 775
W. 173. 34
The nature of these being such cases estate, both must lie
in one together or divided to support the other.
Remainders

Indeed it may be void at its creation. Thus test for life, Remainder to B to take effect in 2 years after A's death, this is void at its creation —

vesting in interest, vide — Same 233 & 237-240.

Remainders are of two kinds, vested or contingent.

By a vested remainder it meant one vested in interest for after it vests in possession it is no longer a remainder to be conveyed from one estate in expectancy to one in possessor. A remainder as implied in termini

imparts expectancy.

An estate Remainder is one by which a present interest passes to the grantee to be enjoyed in future, i.e., to take effect in possession at a future time. It

comes into force at a certain fixed right of future enjoyment, to be for years, remainders to be in fee. Since the estate is vested in interest.

A Contingent Remainder for executing remainder, in (it is sometimes called) is one by which no present interest passes to the grantee, but is to take effect when a contingent or uncertain event, as the death of a person. This is one uncertain event not withstanding what

it. Say who shall it be a limitation to an uncertain person, viz., to A for life, Remainder to B provided he survives two years after A's death, his death, his death, his death, his death.
Remainders

Again—Tor 40 years, remainder to the eldest person

Remainder to person in being is contingent—

At common law, if the remainder were limited to the eldest
of the particular descendants, the right would cease at the
death of the last to whom it was limited. But if to the eldest
of the children, the right would continue. This is because
the estate is vested in the eldest.

Yet it may be limited to one who is shown to be the
eldest child in existence.

The remainder may be limited to one and in case
of its being in one and in case of its being in one
of the particular descendants, as aforesaid, the estate
may be limited to one child in existence.
Remainder

The law presumes every one will live on. But, in a case where there are not two uncertainties in contemplation of law or in such a case.

But a remainder to the oldest unknown son of B. to be in being at the time it owed it, creates a possibility or no possibility; you have to consider that B should be born and that should die during the continuance of the particular estate.

Lo. 20th. 1825

It is to the oldest unknown one of the utmost

one of B. is void

To a remainder to an unknown person of a particular name it is void in the creation. There is to B. in the oldest unknown one of C. is void. For there is too remote a

possibility. For a time in fact the time it is then

the said John.

on the same principle a remainder limited on the happening of something unlawful or void for

due a remote possibility in legal contemplation of a

Remainder to an unknown illegitimate is void. I consider

this as grounded an hostility to infliction but not unlawful act. The rule itself is arbitrary

a limitation or phrase of a preceding limitation

is not of course contingent.
Remainders

It is a Rule that a contingent Remainder of freehold cannot be limited in any estate less than freehold. Thus, the right must be in abeyance. I think the whole freehold does not pass out of the grantor, but the freehold must pass. Therefore, the estate must be a vested freehold somewhere. So that the estate must be in the particular tenant or some other where it does not in particular exist.

Since then it has not of the grantor by the will of the owner to make a joint estate for life, with contingent remainder, it must be made where it does not in particular exist.

21 Geo. v. 171.
1 Lew. 151.
Dav. 171.

A contingent remainder may be defeated by the determination of the particular estate before the contingent occurrence happens, in accordance to the 3 Geo. v. rule regarding defeasible

21 Geo. v. 171.
2 Lew. 151.

But determination of the same actual nature of the particular tenant does not of course defeat the contingent remainder in the particular tenant, although it is not in abeyance. In that, as in other cases, the estate continues to the remainder.
Remainders

To prevent the destruction of the remainder in such cases, the practice of appointing trustees to preserve contingent remainders has been adopted.

This seems to be the rule in equitable as well.

To prevent the destruction of remainders by forfeiture, for instance, 14.2 to 4. for life, 1. Remainder to B during life of A, remainder to C on an unborn child.

Now if B's forfeiture be by D, B having a certain remainder.


The question whether a remainder is void or contingent, does not of course depend on the fact of its void or contingency.

The question whether it is a void remainder or a contingent remainder, depends on the limitation. E.g. A for life, remainder to B the intestate remainder to C. If C be not entitled, it will not vest until the intestate, 

This question remains. The intestate remainder vests at death of the intestate.

The remainder is contingent on a certain event, viz., when the intestate shall die. The remainder is then vested in the intestate. This is the rule in the case of vesting in the intestate.

If the remainder is contingent, then the remainder is contingent on the intestate's death.
again to the same life. Remainder to 15 minutes.

...may be perpetual or life, annuity, remainder is contingent - at yet the possibility of enjoyment...

...is great since an in the other case...

The determination of a remainder is vestry or contingent - this is the universal criterion - viz. is it has a present capacity of taking effect in possession? Yet we now to become certain...

Scarcely, the vestry. Only the remainder has not the present capacity of taking effect in possession - it always continues open to set for life, remainder to B. If he return from beyond sea in 5 years - now if it die, B can take it. He knows not yet returned - after his return he can take at any time - to the vestry. He inherits to...

...and more of B. till the child is born the son...

...we return for a period of time...
Remainders

This is not true. It is whether cross remainders or not is a question of construction, and when they
are by implication the presumption favours
that construction if between two. But the presumption
is apt to, if between more than two, the complexity
is the reason of the last distinction. This and alternative
But where cross remainders are expressly
limited, they are good. However numerous the
Remainder men — e.g. 2 A 1 B 92 after the death

of both with their heirs, to be more implying
an implication that a long as there are any.
Heirs of the body of the other of them, they shall
have an estate tail —

Said again that cross Remainders cannot
be created by Deed — This is not true.
The true rule is, they cannot be created by implication
in a Deed, but may be in a devise, because there
must be technical words in a Deed or a Devisor
intention governs. The rule is the same as to the
creation of an estate tail which may be done
by implication in a devise but not in a deed, e.g.
2 A 9 after the death of the heirs of the body
of B —
Remainders

It seems to be the prevailing opinion, that in law, a
predeceased estate may be created to commence in future
in a deed as well as in a will; provided it is to an
person in being at the time of making the deed. This is implied
in one of the first cases which says such estate shall not begin
unto a person in being to. I however think it questionable.

14. Executive Device

This is a species of executory devise, much like a contingent remainder. The difference in
the mode of its execution. 1st. Devised, an executive devise
take a devise of a future interest, not to take effect
in the death of the testator, but on some future contingency.

This includes a contingent remainder, created
by devise as well as executory devise. So the definition
is imperfect for they differ in the law nature; it

a better definition of an executive devise is, that it is such a limitation of a future interest by
device as the law admits in devises, but not in common
conveyances. It follows that any limitation that can
drive an estate may be created by devise, or a,
Remainders

By a discretion are allowed out of mere abundance to
men's last wills and testaments, where otherwise they would
be void. The indulgence in almost all cases extends
to the construction. But since it extends to the limitation
the reason is that wills were made by men without counsel
in all cases, in extremis. So it would be hard to apply
the same law rules of construction to devises. They were
introduced by statute.

Executive devises originated in the reign of Eliz.

I have been regularly limited for since that reign
till they have become a common custom.

It differs from a remainder in these essential
particulars. 1st. an executors devise for a freehold
to take effect in future; needs no particular estate
to support it, even in case of a freehold. Likewise a
remainder. 2d. By way of executors devise a fee
simple or other estate may be limited, or some contingency
one or after a fee simple. 3d. Where a remainder
may be limited of a shorter interest after a life estate
in it.

Such limitations as mentioned above in come
such conveyance are void, save allowed only in last
will and testaments. So a freehold cannot be given
to commence in futuro.
and a life remainder all the interest a man had
in the subject, and again, a life estate is greater
for any certain term than a remainder for years.

A contingent limitation may be of devise to
make that devise contingent upon an uncertain event,
and it may be a certain event become an executory devise.

Thus if a contingent devise is made by demise to
depend on a preceding present interest for years, if the
devisee is to have the reversion if the devisee 
should not survive the decease of the testator.

By the death of the first testator.

Sec. 16-19

Sec. 44

A life remainder is a good contingent remainder,
for the commencement — e.g. estate to A for life
 begins to the death of the testator, and
reversion if the devisee shall outlive the
death of the testator, for the devisee in such 
instances is considered as the death of
the testator. How the devisee is to continue
his interest in the event of reversion of the
first testator's death, for to know before
the death of the first testator. He is to know before
the death of the first testator. He is to know before
the death of the first testator. He is to know before
the death of the first testator. He is to know before

Remainders

To explain the rule on executory devise. An executory devise even of a freehold passes no particular estate to support it. It is a devise of lands or any other estate to a heir to commence on the day of his marriage or death. This is a devise to commence in future, with a particular estate to support it —

Again — a devise in fee to the heir of the heir shall have none in good by way of executory devise. Yet none est choses instantes, but both of these words are

devise in fee to the heir of the heir shall have none in good by way of executory devise.

And in the mean time, till the contingency happens, the interest is present, i.e., the fee descends to the heir at law of the testator, e.g., to the unborn son of a father who attains 21 yrs. then, till that time, the heir holds the estate void ab initio, but his inheritance is defeasible.

A fee or other estate may be limited on a contingency after a fee, e.g., to A heir of B, or before A, then to C, this latter in good

First way of executory devise —
Remainders

Again, to illustrate this, provided that I buy land at any such a time, then to the deeds, this is good in this case the second fee is not to take effect after the first estate expires, for a fee exhausts all the interest that can be had in any subject. But indeed the last limitation in point to take effect after the expiration of the first fee. It is then a mere substitute for the first fee, at a certain event. This is not a remainder for there a particular estate is created out of an estate of land if the remainder constitutes a separate estate, so this second interest cannot be claimed by fine or construction.

Gardiner 306 416
R. Bl. 173 598.
4 Wood 174 6236 of the deed of this, and if not then to A P his deeds,
K. Bl. 328 19, 44, 45, 566 2 mod. 257. Fall 929 Fall 192.

It is then a remainder, may be limited to a chattel interest after an estate for life; e.g. by a term for years, device it to at for life, Remainder to B for years. This in good in a devise. It could not be by deed, for in conveyance, giving the life estate, which is higher than the term for years, amounts to a total disposition of the estate.
Remainders

...and this may be limited to any number of persons successively for life, and give the reversion, or in any other way, to any person or persons; and so on, in like succession, of all intervening ones, and the last takes possession of the estate. This is called a "remainder." There was formerly a distinction between a lease for life and a lease for life with remainder over, with a lease of the thing itself for a life, i.e., the remainder was good in the last it was bad. There is now no difference. Both are good.

The form of the declaration is the same of all estates, contingent remainders within the same type, the nature of the estate being created.

There is no essential difference in the nature, except as to the manner of creation. An executory devise is not the same as an executory remainder, unless the devise is made by will or some other instrument of conveyance. The reason is, executory devises are not a present interest; they are future interests.

But the principal reason is, it is distinct from what is called a precedent devise. The latter is a remainder, dependent on any prior limitation, or no particular estate. For it descends to the heir in the same time. But if the devise is made in perpetuity, it is not affected by the devise. For the estate is not a remainder created at the same
As an executor devise can't be claimed by a recovery, a time is fixed within which the contingency on which the limitation is limited by the devisee, must happen in order to render the limitation good; for otherwise, such a devise would create a perpetuity, contrary to the policy of the law. A devise with contingent remainder for life must be limited as to the contingency.

Is an estate unalienable?

The rule as to the time of limitation in a devise is that the devisee must be limited as to the effect of the devise at the death of the devisee; and the estate is limited to the use of the devisee for life or lives in the event of the devisee dying at the age of 21, and is good so far as to extend only to the life of the devisee for a child.

For a posthumous child:

The above example is one of a life in being; it may be to last only during the lives or for life of the devisee, or for a great number of years, and so on. If the devise be to the use of the devisee for life only, and the devisee dies, the devisee's estate is limited to the life of the devisee for a child.

The above example is one of a life in being; it may be to last only during the lives or for life of the devisee, or for a great number of years, and so on. If the devise be to the use of the devisee for life only, and the devisee dies, the devisee's estate is limited to the life of the devisee for a child.
Remainders

To you may vary the limitation. Thus, if it is made
condition that on a certain event, it go to the second
son of B, he is at the age of 21 yes. But a limitation to
the second son of B, (from the death of B), not to
condition may be possibly happen at a more remote
time than that prescribed in the instrument, or even in
its execution. e.g. Device to the second son of the
second son of A, is valid, yet it may be within the
21 years after the death of A. And it may too in otherwise.

Br. I often lay down this rule differently as to the
remainder of a chatel interest, viz. that at this
remainder must die in one during the life of the
first devisee, and that the contingency must happen during
his life. But this is not true: for there a remainder
to A to B, for the second son of A, to the second
son of B, would be valid, i.e. as to the second
son, for the contingency there might not happen
during the life of B, and of course the son might not
take the ultimate interest.

This 341. For the old rule, see 7td. 257. 2 Ml. 174.
Remainders

It follows as a great rule that if an executory devise is limited to take effect after a specified period of time, and that time be not to be measured by the life of the testator, but of one of his issue or issue of issue subject to no further restrictions, it is to be remitted to and void for it may take effect at the time exceeding that in the estate, i.e., the words import a failure of issue or the issue of issue. A devise unto issue are void when the devise is to "issue" of the testator's issue

But how is this contingency to be avoided? I answer, if the devise is to his contingency may happen at a time after the life of issue, viz. before the devisees die or before the issue is born, or the issue is born and die, or in fact, if the estate falls before these words, or if issue be the estates which may be 1000 years after his death.

The tenor of the contingency depends on the construction of the words "if I die with issue" because the words import a failure of issue at any future period.

And this rule holds true to all the cases of issue.
Remainders

You may remark constancy in point of time is unimportant in contingent Remainders, for there is no danger of perpetuity because the aliment is.

But constancy of time is the criterion in expectancy devices; otherwise there would be a perpetuity.

Assume the difference — limitation to A & B. If A or B be left, then to B or B & B. If he die, an estate tail by implication, but his a fee after a further consideration. But if he die, and he the heir of his body to B, then an estate tail by implication, A & B may take under the limitation as a Remainder. This is had by way of expectancy.

Admit —

If however in case of such limitation over of failure of heirs of body, as if given to A & B if he die, let heirs then to B, if none these words mean "if he die," or are qualified or restrained by other words showing there were to be used in their vulgar sense meaning of his death, to a good expectancy device because it being void, issue in confine to person; life in being. But when the is not an estate tail by implication, it shall continue in almost any manner to take it out of this technical construction as a residue, as by nominating a minor.
Remainder—

If he die without issue at the time of his death, this is
valid. 225
1785, 207.
Nov. 3, 256.

If there be in life, remainder to B in fee; provided that
his wife has a son. Then, the land shall go to A in
fee, Sept. 20.

If a life of a son, at whose death, B's estate shall be
not the particular estate—

Decided in hot haste that the words to A heirs of
his issue issue of issue are to be construed according to their
ordinary acceptation, not according to the technical meaning.

A limitation in such an event, says, may be good here as
an executory devise. Dem. — I think it best to adhere to
the long rule; for otherwise you overturn much of the law.

You can't give both constructions; it might in that case
operate as an Remainder—

I established that no executory devise shall take
effect as such. If it can take effect in any of remainder
any limitation of a future estate in any space of years
leading to create a perpetuity in aid of issue, in such a
devise I have laid, the construction which we have
adopted would allow of probability, by means of executory devise.

Of course no remainder which would create a perpetuity
is good.
Remainders

112.  Set for life, remain to his unborn son, is good. But to the unborn son of the unborn son is remainder in remainder.

21.  It is laid down, that the ultimate fecundity, being that no limitation can be carried farther than the unborn children of a person in esse.

In some such cases, however, by virtue of the

21.  The intent in devise will construe the limitation according to the doctrine of

21.  But may be - i.e., will give an estate tail to the first

Where a contingent or other estate is devised over

21.  The preceding estate never takes effect, the subsequent

S. 343-415. 415-418


21.  The doctrine of

21.  Substituting one for the other - provided the

21.  Term of the limitation, it is. This is also one of

21.  The life of the testator. So a devise to his heir for

21.  To take immediately on death.
Remainders

But the ultimate limitation can't take effect if the proceeding limitation fails, i.e., is void, as the remoteness of the contingency; for the ultimate one takes effect as a substitute for the former, but the proceeding is on a contingency too remote, so far as the latter is remote. The proceeding is to be void in its creation, e.g., devise of personal property to A if he die with heirs of body, to B remainder in contingency to C. Alice set where

How can he take? he cannot take or failure of B. As to the proceeding limitation to be voided, for it is personal, and as to the substitute cannot precede the principal

So if a subsequent limitation depends on a prior one, the prior one must take effect, the subsequent one cannot—e.g., A for life Remainder to B, and then A's children. A refuses the grant, so there is no particular estate; due to remainder fails in neither

without a contingent.

Some Gentlemen as to Expectancies—Remainder are descendible, devisable, transferable to brut representation transferable over before remainder comes into present. Personal property is not descendible, and is transferable only. In this case the interest is present, so a right to enjoy at a future time—on this rule there is no contradiction in the interest is vested.
Remainders

(And by modern authorities the same rule is alike as to contingent interests or contingent Remainder or executory devise, except that they are not assignable in law, but they are in equity. This before the Contingency happens, i.e. before the interest vests. These latter are called possibilities, others not.

An interest, the possibility descends; but in law, an interest is necessary in order to an assignment. They are assignable in equity but not in law. Because Equities contains an agreement, executed i.e., a grant, into an executory agent—when it can't take effect as a grant. This is to further the great interest of the parties. So when the contingency happens, they will compel the interest to be transferred in consequence of the former agent.

This move is administratively directed, formerly a declar

A Contingent Remainder or executory devise cannot be transferred while they remain contingent by law at law, for there is no present interest; a grant must be of a present interest except the interest in the contingency of this cannot be called an interest.
Remainders

Indeed, it is a maxim of Law, that no man can convey anything at Law by deed, except an actual or potential interest, and here is neither. But the real interest as executory devise or contingent remainder cannot be conveyed by deed, yet they may both be freed away being exhibited by fine or recovery, by way of estoppel. Hence, this

2 Wood 712
238
The Law 592

difference. Moreover, in the case of executory devise, it cannot be bound until its rent, i.e. the contingent devise is himself a party to the fine or cause of recovery, whereas a remainder-man may be bound by a fine, always in recovery suffered by the particular fine — a fine

3 Moore 319-12, for cause of recovery is a bar to the renty's all claiming more than one.

The reason in the latter case is the fining of the particular estate, when the remainder falls to the ground.

But in the former case the bar is only by way of estoppel.

An executory devise may be released at Law to the

third of the land before the contingency happens. It

release does not necessarily involve a conveyance of

any interest at all. It is only a release or abandonment

of all right or title to mean may or ought to have

be may bind himself never to make claim.

An assignment of an executory devise will be admitted into effect in a grant of title only. Equity considers it as a

executory agreement, or covenant to convey. Why, pro

so an effect to the grant as such, but merely in

20. 768, containing another agreement. They will control the
Remainders

A device to make the conveyance when the contingency happens. But the assignee must be for a valuable consideration or for a consideration in the second degree, as for the advancement of a child, 1st endorsed if

 purely voluntary.

Events happening after the execution of device

may vary the limitation from a remainder to an
executory devise. In such case it happened
after the Settator's death if there is a double contingency
that a limitation which in one event that has not
happened would have been a remainder, may in another
which does happen be construed as a first devise. The

limitation in such case is called a limitation when a
double contingency or when a contingency exists
without a defect for force it operation as an
executory devise in one event is provided for by the

terms of the limitation.

If the first limitation is an executory deviser, then
which follow will necessarily be so of the land down in
the books as a great rule that when the first vest in
interest then that follow vest in interest & become
valid. This requires qualification for the execut
ability to remainders, the it does to E i f devices.
Executory Devises. 

In the prior remainder may be contingent the subsequent vested. This last rule cannot be extended to cases where the subsequent limitations depend on events which have not happened when the first vested in possession. Suppose that it is limited to A at his son's 13 when he arrives at age. For the first part of the proposition is true, because if A's son is born, the present vested in 13, the subsequent vested in 13, entire in interest.

Suppose to the eldest son of A, on his birth, is becoming vested. Suppose the limitation further to the eldest son of 21 when he attains 21 years of age, now at his birth before 21, and interest vested in present. But 21 cannot vest in interest. Hence does the rule not apply unless where the event has happened before the first vested in present during the continuance of the particular estate.
an. Estate in Reversion is the residue of an estate
left in the grantor's or lessee's possession after
the determination of some particular estate granted
by, e.g. a lease for years, made by them. See under
now all the interest except for those years remain
in the grantor - To again, if the grant or
estate for life - So if the give an estate to
this is still a residuary estate. The next
much regarded

This reserva remains in the grantor by
act of law with any reservation left. For
what he does not transfer remains with him.
of course.

A Remainder is always created by contract,
and by any way given to any person or
year. By some species of assurance
But a reversion is only created by operation
of law.

A vested reversion is transferable as
well as a vested remainder - for this
estate is vested to take effect in future.
i.e. a fixed right of future enjoyment.
Alienation of Real property by

Deed

on the introduction of the feudal
system, there was a restraint on alienation. Indeed,
it first land was not descendible. But then, a tenant of
aliened a part of those lands which were granted
by

tenants to tenants, themselves, probably a money.

After the doctrine of descent, the land passed to the heirs,
till heirs were all dead—afterwards, they were allowed to
alien the whole, if acquired to themselves by

after a man might alienate the whole of the lands he
had purchased, whether the said "heir" was male or
not—afterwards, one fourth of lands descended, then on

by Stat. 16 Hen. 3 & there by Stat. 18 Edw. 3, all restraints
were removed except as to trust in capite. That statute
was the first of quick enforcers. There by 1 Edw. 3, trusts in capite

could alienate by paying a fine, as to who may alienate
in realter, who may not make title of "bona

No person dispossessed can alienate, whatever title he may
have; I have supposed some person in former claiming

Alabama: The object of the rule is to prevent a sale of
law suit. The deed in this case is absolutely void

4 by pretended title in the state, is not made a false
title, but the one Less broken of.

This act is that 34 Hen. 8, in maintenance of Criminal.
Alienation by Deed

The statute adopted in most of the U.S. & in all of Maine, the
principles are adopted - we have such a statute which,
out of former - he cannot convey to be a mere the
mortgage's power & prevent the mortgagee from
selling for the power in most adverse. For does the
power of the particular - prevent the surrender
man from alienating in the receiver

There is one exception to the rule, viz, the man
occur may sell in compromise with him in
power to void prevent litigation - a contingent
or possible interest that a man. The other new seller

w may alien as well by deed as by will - tho

Bl. says differently - the truth is, there is doubt
present as the nature of the case, not adverse

To whom the principles of the con. law, felonies

persons guilty of treason cannot convey after conviction

they might convey before conviction it would hold
until they are convicted & take them if they are convicted
because the statute has conviction of blood - no forfeiture - in Eng. it is that they may
purchase after the commission of the above crimes, but
cannot hold. Rights & remedies in Eng. cannot avoid
their consequences during their lives, the statute with the
all of the attorney. Yes. The act may testify him.

2d. 2d. 2d. 2d.
S. 3d. 3d. 3d.
6. 4d. 4d. 4d.

2d. 2d. 2d. 2d.
S. 3d. 3d. 3d.
6. 4d. 4d. 4d.

2d. 2d. 2d. 2d.
S. 3d. 3d. 3d.
6. 4d. 4d. 4d.

2d. 2d. 2d. 2d.
S. 3d. 3d. 3d.
6. 4d. 4d. 4d.

2d. 2d. 2d. 2d.
S. 3d. 3d. 3d.
6. 4d. 4d. 4d.

2d. 2d. 2d. 2d.
S. 3d. 3d. 3d.
6. 4d. 4d. 4d.

2d. 2d. 2d. 2d.
S. 3d. 3d. 3d.
6. 4d. 4d. 4d.
Alienation by Deed.

I think the question can never be made, because in a
executed instrument consideration is always in the deed. Yet
it is said in the books, that it shall never wholly to
the use of the grantee, i.e. be in possession in favour
of the grantor, constituting it as it appears, a mere use
ill-gotten hence consideration. If a deed purporting
to be on good and valuable consideration, recites it, so that
it appears on the face of it that it is no consideration
at all, Judge Green thinks it would be wholly invalid
that no recovery could be had on it.

Undoubtedly personal property could be conveyed without
consideration, as a horse is, but with respect to
land estate, the rule was established, that in revolu-
tionary time, to prevent confiscations, lands were conveyed
away to the use of the grantor. In this case could not be forfeited
in all cases of grants with consideration that supposed
to be granted for the owner use a legal title was in
the grantee, but not a beneficial use. By the Act of
1766, the legal title is vested in the grantee unless, so that the
that immediately revests the title the grantee is
to himself, if so in nothing at all. But here there is
no rule that no state of society requiring such a
construction, there is consideration. Whether no
consideration is necessary when the gift is executed.
The deed must be written on paper or parchment. Printing it, I will lose half of it. I suppose a stone deed on an ivory horn book would be good. The act would be made in the time of man. It must contain a precise description of the premises, so that they can be ascertained. The instrument may contain a condition or a mortgage. The proof of the deeds is by hand. The construction of the deed is not to be construed by hand. Warranties are either that the grantor has a right to sell the thing granted, or in other words, that he is liable of the premises, which is called a covenant of seisin. Covenant in deed done taken the place of a covenant of seisin. A covenant is either that a man is liable to appear to defend to defend against any other claim whatever. A covenant of seisin means no more than that he has a legal reason, or the reason is subject in law of the Law, no other claims. If he had no seisin, you may bring the act immediately, whether you are excused or not. If covenant of seisin is, may bring the act for it was broken in the time of statute. The case only as claimed a covenant of seisin, N. S. 11. For an act not till after seisin. This runs with the land. The owner may bring the act of any form of seisin.
This power to the heir also as well as the assignee in some cases where the vendor had no title - if one warrantor is sued, the assignee is entitled to give a question to the preceding warrantor if the vendor can not defend and must make a surrender to the assignee, he must then lose his remedy. But if no notice is given

"the title is lost." The warrantor in such case may prove that he had a title of the vendor himself, but the second warrantor who lost his title may have a new trial of the title of the first warrantor remaining.

This notice is generally in writing in order to be secure.

2. Bl. 304 - A deed must be signed. I think - no court of fact

2. Sect. 3. Bl. 304. now for the deed of transfer etc. it must be in writing

2. Bl. 305-6. for the delivery of a transfer - if the date is not visible on the 29th February, you may have a different date even by law - if that does not contradict the date, and there be a mistake in the date - the date must be

Nov. 26th. the name of the vendor is the other party - it is

Aug. 23. 2. Bl. 304.

Aug. 29. 1808. if the other has property in the other party - it is

2. Bl 305-6. in the deed, we must read if desired - this is not true

2. Bl. 305-6. it must be sealed - this is still. This was one very

prime facie a true date.
This instrument must be delivered, at the date shown what was the time of the delivery of there was a delivery but it Don't know a delivery. The witness would clearly know any thing of a delivery - the original intention was that it should be delivered in that it should be sworn to any act showing the intention is a delivery (the showing a deed on a table laying nothing to the party taking it is an act - what if the says this will serve as a good delivery -) It turns the proof on the other party - If a deed is delivered to a third person to be delivered up on the happening of a certain event it is an escrow; if delivered and after the condition happened it is an absolute deed but if condition don't happen to the deed of Deed lies for it not on the subject there is one interesting question. Can a man deliver a deed to a quittance to be void on a certain condition? (If so not the condition here stated, then how from it?) Is it P. the decisions are contradictory. I suppose the distinction is this, if may deliver it to be void of some concurrent act is not then done. So if one deliver a deed of land on condition of his delivering him a bond, one of the bond is not delivered, I think the deed is void. But in another case, an award is made, one to pay money the other to convey. The deed is delivered,
Alienation by Deca.

But now if the money is not paid, there is no delivery. But where it is declared to become void on the happening of some future contingency, then the delivery is absolute, but the condition is void. These cases are said to be contradictory. But in the first case the condition was that he should permit him to enjoy this corn. He did not own the corn then.

If a person desists of certain to make a deed, make a deliver it, it afterwards attains a certain it deliver it not, it is good. e.g. if a convey gives the deed again after condition ceases. The first delivery was not valid, if it is a personal matter that a record instrument cannot be affected. So delivery if it in this case the move gives effect to it. It invalidates the deed from the first delivery. So it seems an exception to the maxim, or it must be that the deliver amounts to an agreement. And if some court should declare it, as an excuse, it afterwards should again deliver it, the second delivery is void, for it does not give effect, since the second attaches on the first is that it is not good.

Suppose now the person is capable of making a deed, but is disabled on imbecility. Devices for instance out of force it can't make a deed. Suppose such person deliver a deed as an excuse; then get a power. I deliver again.
Alienation by Deed

It is said it is good, if yet his incapacity is as great as that of a sense corrupt at the second attacker, on the first, but it is by a fiction, viz the law after she gets power to suppose him to have been in favour all the time. So he may have trustees for the income, profits of division. He has been in favour by relation a sort of jus post reminisc.

One of exception in a deed: Suppose a man in a deed excepts a house - a room, timber, emblems etc. there are good wills here, but they can have passed under the word. Land, if no exception have been made - the Lord says an exception of a thing certain out of a thing particular is certain is not good - e.g. a piece of 20 acres of land, except one; but this don't mean that there may not be an exception on purpose of one acre; after describing the whole, then leaving the one it is good, but an exception of one acre good. describing it, is bad from the total uncertainty what were.

Exceptions repugnant to the grant are bad, the grant being first 2r exception last. I was once pleased with this rule it opposes the contract taken together e.g. a house that having the ships or land - this is good - a house & ships, having a particular issue - On exception that would destroy
Alienation by Deed

The whole contract is void, e.g., a grant of all land in Leicestershire, bearing those by descent from a father.

The grantor had no others in L. And so by the same mode of reasoning, if it goes to another land of the contract and value, witnesses to a deed are not necessary by law, by the old common law, nor by Stat., nor are they now necessary. Indeed in ancient instruments the draft men used to insert the names of those present to be present. See, in ancient summonses, the draft men used to insert the names of those present to be present. See, in ancient summonses, the name of those present to be present.

In this, we require by Stat., two witnesses, i.e., an acknowledgment before a magistrate that he had personal notice to be notified. It is essential that the instrument be noted any number than if there was no delivery, indeed, acknowledgment is strong evidence of delivery. We also require that deeds be recorded, for before he can avail himself of a deed in fact it must be recorded. As respects credit, hence, recording is important, for he who has title gets his deed recorded first has the title. This is true in recording conveyances in Eng. if approved in all the U.S. the other is guilty of ejectment. In the second case, one knew the other. Had taught...
Alienation by Decay

But was not recorded, since it can't avoid himself of the other negligence — we to decide it is done. p. 90.

322. because recording is not to give validity to the instrument.

Not to give notice to third persons to prevent fraud.

And if he has notice, so man shall avoid himself of his own money or goods. Whereas if none be a defective leg an attachm’t or a house, it is another. Knowing it. The defect makes a good leg, it is good in law on the ground in the. The title is not completed as between the parties. The law allows a man to keep for himself to his neighbors — I question whether relating to necessity here, the time. C.ury. by State of France. an is joining.

508. This absent makes a deed void at mixture: a deed may become void by mixture of both parties; so by reason of an immaterial fact, otherwise there would be no security of quietness. Here, if a stranger make in a fact immaterial, it is still good — yet it would render it void if done by obligee — if obligee cause is, it don’t hurt it, it you may from the contract. by fraud: e.g. In India 10 instead of 20 acres; I know one case in which obligee altered it in one word, viz. 20 instead of 100 acres. to make it conform to contract, it was adjudged void. so which
Alienation by Deed

to be had even in Equity, yet justice requires it

Suppose the parties are in agreement to effect an alienation, it is still good in the principle of the law. But it is clear this was a case of an alienation, the parties had not attained the alienation of the real estate.

A compromise. It is not best to have interlacements at
all, they may make a difficulty. If the real estate is broken
off the deed is void, may if the mortgage is del. "Term
of the mortgage with all the necessity of the law"

A deed may fail this disagreement of the parties, who are capable to disagree — hands in an absolute disagree
ment — e.g. in case of a lunatic. So if obtained by

Grants they shall rescind it on terms of justice being done
to the fraudulent party, for "they have no reasons"

The manner of Conveyance, ancient modes
are now done away in most cases. One ancient mode
was by Tenement, i.e. by calling the parties together on
the land and then saying that he conveyed the land, he
delivered a thing in thing. The Tenement 1st delivery was
to refresh the memory — afterwards they need to write
agreements — a gift was the mode of conveying an estate
tail — a grant was a conveyance of an incorporal
interest — a conveyance of heirs in a lease so called now.
of Release. This was a transfer of interest to some
person in favor of some land, & having a right. It
like wise much prior quit-claim deals. The doctrine of
uses is necessary to be understood in order to understand the nature
of conveyances in our country, as in Mr. July. A man
could not devise his real property. The Ecclesiastics
(50, 1828) devised the plan, that a man could convey land
to his own use, & then the use was devideable — as they
had in 1824 they would enforce this idea which a use
especially as the uses were devised to religious houses.

The legislature prohibited these (50, Rich 2) but it was
then conveyed to another use in revolutionary times, as
before mentioned, for men could still devise to other persons,
than to religious houses, to be sure the true test could
perfect, but not the certitude que Vot. In 1824. My thought

A. McB. 1849
They could now enforce the trust if the trustee conveyed it;
and should die, the same goes. The 4th section 1st
it to heirs & all others except those with notice — if in
the last case, the land was liable for breach of trust.

The act was not like to escheat, the owner or beneficiary
and not the land. It could be devised, it was descend-
ible to heir like other real property, it could be conveyed

R. H. C. L. 1850.
Also: 1. & 2. A land could not be devised to a child,
and being the land itself, no conveyance could be had —
Alienation by Deed

It could not be extended for debt by an omissions of the trust or the estate. It could not be extended.

This was afterwards altered. I stated to you the doctrine of the estate. There is nothing in an

It is not known as to relate to land estate in the wide

It had been as to the nature of this estate, the estate had to be extended. The estate was to be extended. The estate was to be extended. The estate was to be extended. The estate was to be extended.

That the conveyance must have been to [illegible] that must have conveyed to the wife; but after this, that he conveyed to the use of his wife. It was not created

The estate was given to the use of his wife. The estate was given to the use of his wife. The estate was given to the use of his wife. The estate was given to the use of his wife.
Uses and Trusts

Of the conditional to let (or lease the beneficial interest) to the tenant, was completely defective. Again the state of persons seized of the use of B, is the B landlord if there was lease to one for use of B, that the other was not seized, but only power of the term. Do they have to go to B. in all such cases. This was a mode of cluing the estate. There was no reasonable ground for holding possession, for where the estate was given to B to hold & possess & make rent & profits, here it was necessary for B to hold it in order to convey it.

P. 46. 388. In 1. us on the trust: In this case it was evident the trustee was intended to hold the legal title, the other was not intended to have a deed. We can't compel the legal title to be conveyed by the trustee, whereas in all other cases the trustee could be compelled then to deliver or convey the legal title.

Qualities of a Trust Estate. It is liable to be charged in equity as real property in law: to

Sec. 235 be sure it is descendsible, alienable, liable to be taken. Sec. 257, liable to forfeiture, derivable, liable to be taken, but part 667. not to power from adherence to some party precedent. In other respects it is liable.
In other respects it is liable just as real estate. It is subject to all the rules that regulate the legal title. Conveyance, if done, is a covenant in Writing, and in most States, condemned to the forfeiture of the estate.

Bare: Bargain and Sale, release of title, an issue in most of the States. Bargain and Sale is an issue of title, that is, the conveyance of title, and the transfer of it. The bargain and Sale is made by it directly to B. But here it seems that living of the estate was necessary to convey land. The act said it was a contract to sell. Of course he became a trustee for B, to be held for the use of B. Then bargain and Sale was made by it directly to B; but here it seems that living of the estate was necessary to convey land. The act said it was a contract to sell. Of course he became a trustee for B to be held for the use of B. This is also done by the act. They were all in at these secret conveyances. So that 279, 38, 39, 40, that it should be carried on 6 months after expiration. The officer in custos Registrarum. This office, chancellor, was a necessity in those States. The time became uncertain. The one was appointed particularly to keep the Records.

Please 1 release are in the most good use in U. S. The most is such. In the first place a lease for 30 years is to be made to the vendee, the deed to be enroll.
for a lease of a year in not within the State requiring
enforcement. Then the vendor surrenders the State
rents to the wearer in order of the
powers. Now you will advert to an old principle
of release; *a man might always release his right
to another, who was in possession * for any length of
time. Then he releases his right & then a complete
title in gnom or conveyed. Hence of recovery, as
not known in use Estate. * Vide Blackstone-

Alienation by levy of an Execution: Now
I dont mean where cession is made to recover land.
For title is there got before: & judgment is conclusive.
evidence of title, as where action is laid to reconveyance.
But I mean where an Judgment of debt, cession is levied
on land. at some low, there never could be such a thing
during a mans life: you could not encumber it by
cession, you could not get any title to it. Or, cession
led no idea of having their terms passed, after
death. It was indeed liable to cession in favour of judgment
but was not liable to cession in the hands of the
free. The powers in the lease, the
free, were. This cession was barred not by affadaviting
but by extinguishing the land i.e. 14 men are to estimate it's
annual value & then the owner to pay it by the rate of interest till the debts was discharged. If however the heir sold
the heir was clear. It was the case, therefore, that
Mary & Mary made the heir liable. Personally
in the extent of assets or land inherited. The Division
of land, by ancient Stat. cannot be bound. The

1775. 1st No. 11. 38th. 26
25. 3d. No. 21st.
16th. 1st. 4th. 4th.
Nov. 44th.
Nov. 4th.
Nov. 4th.

The ancient mode of getting, of lands was by a
Ecclesiastic, which allowed the to take the
rent & profit of the land till debt was discharged.

This seems to be a case. Som rule, or perhaps
by some old statute, that is now lost. The king
could always lay claim on land, where there was
defect of personal estate. But it could not from
the same land immediately, and only take the cropper, i.e. the
profits. The cropper then defeat by leasing. So
the R. F. would lay a practice the rents should be
liable & hence must pay to the

Terms for years are personal property, & so held as
personal chattels: they may be disposed of
by choice so far from law.
In this State, that has adopted the doctrine, for
by a writ of afs. a mortelet in quality & quantity
may be extended: this is by Stat. of Westminster C. 15
Sec 1. This renders the land to ele in the sale
of the owner. Under Bankrupt Laws, lands are all
liable to be sold for the benefit of the House.

The only mode of getting at lands in many of the
by State. Lands are to be sold off, chattels in most
of the States, the same thing, are appropriated to
the suit in other States is called venditione opopono.

This is natural in a new country. The mode in
the Eastern States is very difficult. We now sell for
public lands, I see that mentions and others,
they are of little consequence. The lands are
appropriated by 3 men, one appointed by the leg
one by the Sec. and one by the Justice. If of 6 refusing
or appointed any, then the Justice appoints two to
give a title. From the moment it is recorded, the
it is always taken under a writ, personal and it is
if a personal right it will be protected. In case the
lost the body, it is a satisfaction for the whole.
The men chosen must be men of the county, but
what if the estate is to last on for years or for life
as the Stat. says nothing of these? When we have a
Comm. of our own on this subject, we don't
mention the object in Eng. Comm. Law, nor lay out
it, till the debt is paid at the end of the
time. I agree he may have a
reversion Raccin, for as the estate was for life or in
tail, it is gone at his death, so he may have a
reversion for the residue Raccin of redemption,
and liable in mortgagee's life time to execute,
an estate for years might be sold at the clock to
pay in Raccin. I know it is no many things at the font
and in residue, &c. As I know - we sell many things at the end
of what four can be.

I'm sample 12, as in the case of Raccin, than
on hay, I think wheat ought to be taken by
a 6th in Paris, i.e. by Raccin. It should go as
years, I shall take a comm. on a partnership. Suppos
Hypoth. 2nd. Prop. part, between two joint tenents, in
Eng. the men with 2/3rd. divide it, and then to accede
or reject the division on their liking. In Comm. one
take 3 men with 2/3rd. in analogy to an apprais.

Land —
Joint Estates

Generally estates are held severally, i.e., in an individual right, but when several hold together they are joint holders or owners. When several hold by purchase, or an estate descends to several, this is the case. There are three kinds, viz., joint tenants, tenants in common.

Joint tenancy is a class of held estate jointly. I shall notice the doctrine as it is at law. The U.S. joint owner are not of course joint tenants.

Joint tenancy may hold an estate in fee simple, tail.

For life— for years— at will— on sufferance. I shall notice this joint tenancy estate may be had in any conceivable property. This estate is always to be created by the parties, or one of the parties, by grant or devise, and not by mere operation of law or by descent. And that a joint tenancy can be devised, but a man may by devise make a joint tenancy of an estate. This estate depends on the severance of the grant, the rule is this; if the estate is to more than one, it shall be joint, unless these be words, importing it to be some other estate, as tenancy in common. There must be an unity of interest, i.e., one cannot have an estate for life together in the same property. If such an estate is made, the person has an estate for life, the other a life in remainder.
Staint Estates.

404. But it may be with unity of ownership.

405. The doctrine of unity of ownership is the same as unity of tenancy in common.

406. There must be unity of time of conveyance. If one conveys at one time, and the other at another time, they hold as tenants in common. If immediate after the first grant, the

407. tenor's conce and tenancy in common. An act done by one of

408. the joint tenants' enters into the benefit of both. So the

409. act done by one, e.g., an entry of one in that of both

410. is the benefit of both to a new entry by one. They

411. cannot be sued on the alone for any thing held in

412. jointure, they can't have jointure by one another

413. nor can't leave with the other. The strict act created,

414. law no act would be by one of the other for any

415. act that could be done. But by Stat. Wills 20th. cap. 22

416. one may have the act of the other. By Stat.

417. law one may have the act of the other. By statute,

418. a modern statute, one may have an act of

419. any act of the other. This has been adopted in law at most

420. of the states. It is very reasonable. It is generally made to equate to compel an act. The

421. act created is the most prominent feature in this

422. doctrine. i.e., on the death of one the title passes to the

423. other. It cannot be conveyed, nor does it descend to

424. can inherit it. The reason that it cannot be divided

425. is not that the title of the survivor is paramount to that of

426. the deceased, but it is an act of the Stat. B. cap. 3 which now

427.
Joint Tenants

Although the tenure of this estate—This may be very
important in some of the U.S. where Tenure in Community
in law. We have heard of the joint tenancy. A joint tenant,
we have a title that allows a man to acquire any estate.

Laws by agreement of the parties to make partition
actually, making it, or setting up a manner. If they
or cannot and cannot be compelled to make partition.
Words that 312 39 hands can compel partition, it is
to understand in all the States, whether they have
such a law in each one of the States, or whether the
enforcement of law concurs, they name it, which to
the idea as their birthright. It may be demonstrated
Sec. 312 470, too by one of these claiming his share or by his conveyance
Laws 312 470, of his interest by lease. For this transfers the unity
of interest as well as the unity of title. Seen in this
case in joint tenancy, but how it should
be in the succession to having been limited to a half
for life; this destroys the joint tenancy, for there is
a merger, whereas if it had originally been given to
at 3/4 for life, remainder to it, it would be a joint tenancy
for there is no merger. The joint tenancy differs from the law
as preserved. This by operation. The law makes the estate molecularly so

Incised, these must be copied words. The copy, into it
direct the revenue of States above in the subject.
Cofareheny

The title of these are joint owners by descent, and
by purchase. In some this can't happen expect in
the case of females. If of men, the eldest takes the whole.

In the case of2 male heirs, which accords to all the
sons alike. In this Country males, or females, are
considered. Thus, must one be sued jointly.
The entry of one, or former of one is that of all, in favor
of the benefit of all. In of one person over 21 years, yet
Lease no several title by reason of the Statute of Limitations,
for he can't of one in Fees of Past. Yet you may gain
a title of the others that will prove effectual; and
as the ground of some being adversely Roger under
the Statute, Part of A B C are cofarheeny, & B entered
in former, has length of time alone, but without
it endowmen to enter & B entry. Here of A, B is a
great length of time it affords a presumption that the
owner is settled. This time need not be 20 yrs. For it is not
on the ground of the Statute at all indeed there need be no
owner. If one be actually received the rent, a proof
for a long time probably, it is evidence that he sided
of him. In one case it continued 30 yrs. It was decided
to give notice, but it is presumed a much shorter time
would answer. This presumption may be rebutted by
an intended by the rule to gather clear in possession.
One co-saracen can never lose title to the other, nor can
be have an act of waste at all either by law or by
Statute. The reason given is, the co-saracen could
not have partition at any time. They may do it by
written instrument, but if one divides, the other chooses "co-saracen alterior
in statuto". If this be the reason, then it follows that the
statute can have partition now, they can't have waste.
They may compel partition by suit. There need be
no unity of time in co-saracen, so if one co-saracen dies
his children are co-saracens with the surviving brother.
There is no prescriptive co-saracen, it is as describable
as a tenancy in common, it is divisible by will, sale
by will. Before that of farmes it might be destroyed by
partition. This could be by joint agreement or by actual
agreement, it must now be by mutual quit claim deeds.
one of the South the other of the North part. They need see
only deeds, but a quit claim for each owns the whole. If
one sells the purchased part to one owned by the other.
Tenancy in Common

Any other joint estate than Joint tenancy is tenancy in common. Suppose A and B are tenants in common. For the
interest of a lot to B. They are tenants in common. In this
there is no unity of time or title, nor is the title by descent.
Again suppose I sell half a farm to B, I lease the other
half to C for life, there is no unity of interest, no unity
of title in common. As if I concerted with another
and make a tenancy in common. Because the vendor don’t take by
the other joint estate, make a tenancy in common.
Again it may be created by grant, especially if
the words are such as exclude the idea of joint tenancy,
or he hold his tenancy in common, I hold my joint tenancy.
It may also be created by words of description without
words of exclusion. This in this respect the cases would
be more settled, suppose that one moiety belongs to B
another moiety to C. Now it is said that this is not
joint tenancy. For joint tenancy holds not by values, can
hold the whole, so if an estate was granted half to B
half to C, they are for the same reason tenants in common.
If given to D jointly, generally it is held to be a joint
tenancy, but I answer both words are used. It is said

Tenement jointly in used first answer you don’t give the
Tenancy in Common

contraction to jointly, severally as a Bond or in any
other instrument. Hence the construction is opposite to
principle or the intention. In such a case we
now look to the map. It would be divided to be a Tenancy
in common. If the estate is given to be equally divided this is a
will to a Tenancy in Common. Except in a Will. The distinction
is idle for the intention of the object is guide in both cases.

I premise no difference would now be allowed in Pug.

But in some cases it is dangerous to make partition. By

Nat. Weston, they are liable for waste & by that it seems, they
are liable to an act of God. There is no such assurance
joint owners can bring perfection of each other, but it is
afforded to turn one out and to put another in, so it
is difficult to see after effects of ejectment. He is to promise that he
is turned out. It will indeed result all possible presumption
that could arise from length of time. First will lie in one
in the case, rig is case of a total destruction of the thing, as if one
or destroy a house or a mill. Leases may be made for
time in common. Generally, it is said they cannot make them
jointly. I don't know the reason of this, yet if you once
consider, the will will divide in all cases joint Tenures
may lease severally. The point that is good notice is,

Page 187

Lex 314

Lex 149

Law 2
Tenancy in Common

In Connecticut, joint owners are not obliged to use the land jointly; one may use, or any number or all — and if one gets power of body for all. The consideration arose from a singular circumstance — in which case that Joint owner was very numerous & they died in married state before the trial, & thus abated the suit — in the suit was brought of one & contained —

How Binder in Copy, in such case must be taken advantage of by abatement. Joint

Merchant, and Joint Boot, I yet as to Debt, good.

There is no forcible rend by power of Law, &

There is another exception where farmers rent

animals & implements of Husbandry & stock

Jointly, then in no jurisdiction —
Descents

A knowledge of the Eng. Law of distribution of personal property will teach the doctrine of Descents in this State. The reason of this is, the State of descent, in Eng. of real property, is the same as the distribution of personal property in our State. The terms made use of are the same. It may be taken to the foundation - one thing is clear, it will teach us the distribution of personal property.

The Law under Sec. 2 has been altered by statute by which the State of descent is made to be the mother direct. The law upon that Sec. 2 has been altered by statute by which the State of descent is made to be the mother direct.

The law and the law of descent in the mode of the civil law. The manner of distribution is the descending line is direct.

3. The half child is as near of kin as the whole blood child.

2. All children born after the birth of the child on the same birth, the half child is the child, and all children are entitled to the same amount.

3. The half child is as near of kin as the whole blood child.
Descents

of this line once more. I doubt, because Stat. don't speak of child and children.

6th In the ascending collateral line, all who are of the nearest of kin unto, on the head of the father or mother, will share equally in the intestate's estate.

7th The distribution among collaterals in the ascending collateral line is (as stated in the copy) where all the claimants are in the same degree of kin, the share taken for each will be equal. Where there is a difference, i.e., where some are allowed to claim who are in a more remote degree than others, they have been stricken out by their ancestors, would have taken — if the right of representation

by the Stat. extends to further than brother & sister.

8th Under the Stat. that if the father is dead, the mother

living, she would take the whole.

9th The mother takes as a brother & sister under Stat.

It is an equal share so as to draw off the children of a deceased brother & sister to take by representation.

The representation must be consanguinity.

The intestate's wife without relations is justly

next in the line. Exceptions take, let them in when

in the county court the judge and administration — I don't

understand the word would take in cases to the State Plea court.
The aforementioned rule of distribution of intestate estates
do not apply to the estate of a deceased wife who dies in the life
time of her husband by the first and second Br. 8. The ordinary
administration of a deceased wife is by the executor or administrator
of the husband's estate, which is the same as the
case of intestacy. Such estate the wife may
have at law, for if the husband died intestate it
must be given to the surviving spouse. The law of intestacy,
and if any debts are owed, it is the husband's estate. If the
husband's estate is not sufficient to pay all debts, then it
must be distributed in the same manner as an intestate
estate. The law of intestacy provides that if the
husband dies intestate, his estate must be administered
by his executor or administrator.
Descent

Descents...
for certain children, one advancement to all done of land or sums of money given to a child to be firm and in business or advancement whether given as marriage portions or not; it must also inform to the person of
value received or were not, they are advancements made by "will or gift".

Statutes: The law, distribution real & personal held lost: the distribution record right of every description. Legal titles of every descendant in the descending line is regulated by that. It varies as no respect: in all respects the ascending
& collateral line the brains first together with a certain description of the real is distributed in manner another description of real in another.

I observe that the Half blood is boy inherited equally with the whole blood in an ancient estate, provided they were of the blood of the first purchaser. That means "of the blood".

This formerly meant directly descended from. It cannot mean to descend in that. For if so it defeats the fact. It means "blood relation", "relation by blood", "of the kin", "the
old that was the progeny or parent". I have seen no

Stat of distribution of any of the states of civil Virginia that
do not adopt the civil mode of computation by kindred,
the kindred. Law of descent is 1. In the ascending line the
dead son exclude other sons & daughters. The rule was not adopted the same before all were taken equally, 4th 87 95.

Prosequi sic his progeny, progeny, excluded certain proportion.
If there be no son, daughter inherit together.
Descents

of the eldest son is next lining issue, that issue being
all others. If it is not material that such is a female, for
the same always prefers the rights to it. The same rule
for the descent among females is always the same.

The estate never descends to a female, the next
kin-ship of the whole blood, if such be the kin-ship of the first
acquirer of the estate, e.g., if the estate descended to B.H.
from Pat. If the estate does not come from a
female, the estate in male. But when it descends from
the father's side it must go to the mother's side or vice
versa. If, a man first acquire an estate, he will it,
in no collateral, but the fiction in such cases, a female,
its to descend first from the father, then from the
mother. The law presumes it came from Rebecca
then it came from Solomon. This no in the males
is more. men, from it came from Rebecca, this lies
in the great male of whole blood, no other in to be found
then search the maternal line of the male line of
the father, no relations on the father side can be
found whether male or female, then it descends from
Mary, but the law no issue, it descends then from
Mary's father from there is this or in the maternal
line, then in the maternal

224. 237.
Estates upon Condition

An Estate upon Condition is one which depends upon some uncertain event by which it may be created, enlarged, or defeated.

They are of two kinds: 1. Estate upon condition implied.

2. Estate upon condition expressed. From which last division one estate holds in pledge.

I. Estate upon condition implied, are those in which some condition is annexed from the nature of the estate itself, the most usual is an estate for life and remainder to a stranger, and if the party to whom the estate is given does not live to make it perfect, the estate reverts to the party from whom the estate is derived.

II. An estate upon condition expressed is one to which is annexed an express qualification by which the estate is to commence, be enlarged or defeated.

Condition of this kind are either precedent or subsequent.
Estate upon Condition

Recidivist conditions are such as must happen or be performed before the estate can vest or be enlarged. Inducements are those by which an estate vested may be defeated, e.g. an estate granted to A for a certain rent with a condition that if such rent is not paid the grantor may enter to avoid the estate is a condition subsequent.

2 Vol. 184: 185
Co. Litt. 324.
Co. Litt. 401.

To this lead are referable these two rules for conditional
conditions at common law.

1st. Co. 117. 4th. 201. In the last case if the rent is not paid the grantor cannot recover the estate at common law, unless it is
2d. 28.
3d. 8 PR. 23. 32. 322. The rent, or the use of the rent.

2d. 164. 307. To this lead are referable these two rules for conditional

2d. 105. 155. Restriction between an express condition in a deed to a limitation which is called a condition
in law, "so long as" "while" "until" are words of limitation. "Upon condition" "so that" "provide"
are words of condition in a deed.
If the qualification annexed is a limitation
on the contingency happening the estate reverts
immediately on its occurrence, without any act done by
the person who is next in expectancy.

But if an estate is strictly on condition in a
third person, the law permits it to endure beyond the contingency
unless the grantor ... their assignee take advantage
of the breach of the condition by entry or claim.

However strict the words of condition are used, yet
if there be a breach of the condition, the estate in limited over to
a third person, the qualification is called a limitation.

If of a condition, the estate could be avoided only by
the grantor or his representatives, so that the remainder
might be defeated by their neglect, e.g., grantee to it on
condition that in one year he marries. Remainder on
failure to B. — To secure to the heir at law, an
condition remained one.

If a lease contain a clause that the lessee may
not enter for non-payment of rent, actual entry is not
necessary to entitle lessor to ejectment.
If a lease is made to A for 21 years with condition that B shall assign, is it good? Since B is taken only for the purpose of satisfying claims of the estate.

If one holding an estate for life or year or years shall not assign to another to assign by the order of court, which proves to be absolutely void for want of requisite, the estate is not perfected.

6th Vis. 133.

A devise or condition that if the devisee become a bankrupt, the devise be void.

As a devise that it shall never be taken in execution of a lease, I think (at least).

If an express condition subsequent annexed to an estate be impossible at its creation, the estate is absolute in the tenant, ex. Grant to be void unless grantor marries a deaf person. So if it becomes impossible by the act of God or of the grantor, the estate becomes absolute as condition that grantor marries within a year, a person who afterwards dies within the year, or whom he marries. So if the condition be apt law, or repugnant to the nature of the estate, the condition is void, the estate absolute.
As condition that the quantum valebit or that
The quarter in fee simple shall not alienate.
Condition in these cases are void.

But if a condition precedent is unlawful
or impossible, the condition being void, the estate is
also void. It depends on the condition. Therefore
no title can vest till it is performed. But an infor-
mable act cannot be performed. The performance of
an unlawful act can confer no right.

218. 157
219. 257
220. 265
221. 157
222. 265
223. 265
224. 265
225. 265

The performance of a condition is matter of fact
provable by direct evidence.

226. 157
227. 157
228. 265
229. 265
230. 265
231. 265
232. 265

Under the head of estate assignable upon condition sub-
sequent sale estate bound in pledge. Thus an of two kinds.
Preferential taking of pledge - i.e., an estate granted to a
creditor to hold till the rents of the debt.

Other case the grant be void & the estate determined
as soon as the debt is thus satisfaction, hence after taking pledge,
the debtor never to the grantor i.e., the creditor
II. Mortgage—Contingent varies or executory.

This is an estate granted for a debtor to the creditor with condition that at the grant, if the grantor, i.e., the mortgagor, dies, or the debt is not paid on a certain day, the property shall revert to the grantor. This is known as a executory grant.

Recovery is not necessary to revert the mortgage right, but it is more safe to have it written in the deed, e.g., the mortgagor gives the mortgagor the lien on the property for a debt. If not paid, the property reverts to the mortgagor.

Mortgage in its original sense denotes the estate pledged to security for the debt. In modern law, the mortgage is the instrument by which the mortgagor conveys the property to the mortgagee as security for the debt. The grantor is called the mortgagor; the grantee, the mortgagee. The condition is called a defeasance because in effect it may be either incorporated with, orancia

The grantee en make a distinct instrument.
Mortgages

For two instruments executes at the same time, to relate to the same subject matter form one contract.

As none of the estate in estate the mortgagee may take possession, the table to be discharged 211. 138. when performance of the condition is payment
261. 142. at the day; for the legal title vests in him imme-
diately, his defeasible at tenor - (this latter
211. 143. but the usual practice is for the mortgagee to remain in possession till the day of payment.

There is at Common Law a distinction between a grant made to secure a gift or property made to secure an irrevocable debt, in the latter case, a term of the money at the day discharges the mortgagee lien only, it revests the mortgagee title. In the former it discharges not only the lien, but also the personal duty, i.e. the whole obligation - for as long

discharge the estate, the mortgagee can have no claim except on the ground of a debt or personal duty, but

The condition of a mortgage deed was formerly consid-
ered a condition precedent, because its effect is to
Mortgages

265. The mortgagee is entitled to
re-instate the mortgagor in his inheritance

266. [illegible]

165. Sec. 22. Sec. 23. Sec. 27.
not so now.

Accordingly, if the condition of a mortgage is for
an inheritance, the estate being absolute at law, the
wife of the mortgagor was entitled to become in the
estate, if it was subject to all the real charges.
Sec. 22. Sec. 19.
165. Sec. 17.
165. Sec. 23.

165. Sec. 37.

To remedy this inconvenience it became usual
to grant a long term by way of mortgage. This
practice is generally pursued now in Eng.

In scr. it is usual to mortgage in fee, if the
wife of the mortgagor has no dower—except on a
foreclosure.

If a breach be given by the mortgagee

165. Sec. 10. 12.

2.Sec. 116.

3.Sec. 5.

6.Sec. 29.

8.Sec. 29.

in the mortgage deed—non-payment at the day
is a breach of the conditions—it is not left
at his election.
Mortgages

New Mortgages are Conceded in Equity

Par. 13. At law, the law of the condition was not strictly performed, the land was held absolutely in the mortgagor (but not in—)
So that an estate of great value might be lost for
a trifling consideration.

The inconvenience of this doctrine on mortgagors
was a contest between the law of law & equity
The former construed the condition strictly, the latter

Par. 14. Consider the transaction as a mere personal contract
for the payment of the loan or debt, the mortgage as a
security for the performance of the personal contract—
The mortgagor was considered as the actual owner of
the debt, failure of payment now obstinate—

The law of Chancery, finally prevailed, since which
the jurisdiction of mortgages has been exercised almost
exclusively in Equity. Where the act is performed the
principal or the land is held merely as the incident—
but whenever the debt is paid, the interest of the mortgage
determines if he becomes as to his legal estate a failure
for the mortgagor.
Mortgages

This equitable right after forfeiture is called the
Equity of Redemption: it is known only to the Law of
Equity.

But still until redemption or satisfaction
the mortgagee interest continues even in equity—
so far as to entitle him to the profits. Hence a
mortgage is not such an alienation as alters any
previous disposition, except so far as such disposition
is necessarily affected by it—e.g., a maker or
1 Rev. 182. 442.
22 K. 908. voluntary Conveyance by way of family settle.
3 Rev. 155.
4 Rev. 1716. mortgage in forfeit—still the issue is entitled
to the estate in equity on paying the debt.

But a mortgage to devise of lands before
1 Rev. 141. 18.
2 Rev. 154.
3 Rev. 149.
4 Rev. 917. 69.
5 Rev. 156. 696.

Alas, a devisor, his two interests being
inconsistent for ends: the devise, he would
sold as mortgagee under the deed as mortgage.
Mortgages

Every contract for the loan of money (or for payment of a debt) secured by the conveyance of real estate is not intended as a disposition of the real estate in equity termed a mortgage.

And all private agreements made at the time to prevent the redemption the money is paid on the day are void. For original nature cannot be thus altered. If enforced, the mortgage might take advantage of the mortgagee's necessity.

Once a mortgage always a mortgage, e.g., an agreement that if the mortgagor does not redeem within a given time, he shall not claim the equity, or the conveyance shall be deemed a sale.

And it makes no difference as to this point whether the provision for redemption is in the same deed or in a distinct instrument.

For will an agreement at the time to make the conveyance absolute on failure of payment of mortgagee will advance an additional sum alter the case.

But an agreement that in case of a sale of the property the mortgagor should have the right of redemption would be

[Signature]
Mortgages.

1. In a subsequent agreement for an absolute sale
   executed by the parties, it goes into a subsequent
   release of the equity, with an agreement by the mortga-
   gee to recover on certain condition.

2. In some cases of family settlements, where the
   transaction is between members of the same family
   where the benefit or kinder is intended in a
certain event to the mortgagee an exception is
admitted to the maxim: "once a mortgageee, always a
mortgagor" so wise when valuable consid-
eration by way of family provision "redeemable during
his life only, not redeemable after his death." So a
mortgagor to his brother to secure a loan with an
agreement that if it has no issue the mortgagor
shall have the land, the agreement is binding.
There is no danger of imposition on the mortgagee.

It is a kindness intended to the mortgagor.
Mortgages

An absolute deed is considered a mortgage when
an agreement to lease is inferable from circumstantial
facts.

Necessity evidence is admissible to prove payment
of the debt due to the mortgagee. Of course, the
mortgagee's interest in the land may be defeated by
necessity evidence — for when the debt is discharged
his interest ceases. That is an absolute obstacle. In a case
of a Bond, and if the Deed of Security is not made to
prove the debt, or if the note is not made to
prove the debt, you're

But a bond agreement between co-mortgagor that
pays the whole charge should eventually rest on the land of
one of them in either the State of Florida, etc.

If land is devised to trustees to raise money out of
rents, profits, for the payment of debts or judgments.
and no clause empowering them to mortgage, still if
money sufficient cannot then be raised, trustees
may mortgage on even 100 acres of the rents to
be raised, or if debt to one to the 70 out of the rents to
only
Mortgages

The interest of the mortgagee in the tenant-mortgagee is
as soon as the estate is created. The mortgagee may enter
the legal title is in him, the defeasible

The estate is an agreement that the mortgagee shall remain in possession for such a time, then
he is tenant for years. But an agreement that
in that case continue in possession for no fixed time
leaves him tenant at will.

The mortgagee is in possession, if for any reason,
reserve his right of possession), it even before the day
of payment, quasi a tenant at will. the in some
respect it differs from such a tenant.

Since it may be sued in ejectment, without
notice to quit. Com. Law. 21. 2.

But a mortgagee is not liable for rent as the
tenants will are, for the legal interest. He is not en-
litigating to another. for all is liable for the debt or
they agree in exchange of it.

Again a Con. rent at will cannot lease, or
enter in, such an act into fact to determine the
state. But mortgagee in possession may make
a lease which will be valid under the mortgagee.
Mortgages

The lessee is also entitled to treatment without notice, i.e., not entitled to emoluments — rent, i.e., a wrong done — Dec. 3 East 2449.

Mortgagee may treat such lessee as the Tenants; by giving notice may make lessee pay him all the rent in arrear — i.e., all rent before as well as after the notice; but not to lay what he has once paid to the mortgage.

Mortgagee who sued in ejectment by mortgagee cannot allege as title in a Third Person to defeat mortgage.

Lessee's title is good of mortgagee to all strangers.

For the mortgagor is estopped to deny this instrument.

A stranger, a released mortgagor, is subject, so he may sue a stranger in equity to recover all of the mortgagee.

But the mortgagor is deemed the Equity, to many purposes in law the real owner of this Land mortgaged.

The mortgagee's right is merely a chattel instead of security, or pledge for the debt.
Mortgages

When a freehold in mortgaged or realty remains

1. Upon 975. in the mortgagor - Le claims a settlement by his
   power of his interest descends to his heir, it will
   be in a devise unless the description of land or
   estate.

2. Upon 645. in the mortgagor - It may be conveyed like other real property.

3. Until 933. But if the mortgagor in possession commits waste
   or abuse - will issue an injunction in favour of the
   mortgagee, to his use where the mortgage is
   for ten years only.

The Interest of the Mortgagor

The interest continues at four percent -

1. Before the execution of the deed -
   where no foreclosure
   or preemption is before or after
   execution of the mortgage.

2. After foreclosure -
   and when the execution of
   the mortgage.

3. After foreclosure - (before sale)

4. After sale.

1st. For before or after execution the interest continues
   as it was at commencement before the interference of
   the legal title is to resume to the whole interest.

5th. Refusals to take notice - may take immediate possession
   of the land.

6th. Before foreclosure - In the cognizance of the
   transaction - Because any conveyance, lease or
   sale lands by the mortgagor during the time are void
   of the mortgagee.
Mortgages

When a term for years is mortgaged by the lease, the mortgagee is in the nature of an assignee of the term, i.e. if the whole term is mortgaged. But in this case the mortgagee is not liable on the covenants, unless he takes actual possession — for it is a mere security, not intended like common assignments as a disposition.

But if the mortgagee in such case takes possession he is liable on all the covenants which run with the land, like the assignee for he enjoys the benefits.
Mortgages

He is considered in Equity, then as having only
a chattel interest till after foreclosure. For Li.

Hence the assignment of the debt (as to the

Hence also, he cannot before foreclosure do any
out of ownership which will injure or encumber

The mortgagee's right, e.g., mortgage being in

itself insuff. — Secur the mortgagee might always

preclude a redemption before foreclosure —

the Chancellor said. Moreover, in the last case

that the mortgagee might have for years before

foreclosure, to a, to bind the mortgagee to avoid

an apparent loss from mere necessity
Mortgages.

To regularly neither may the mortgagee sue —

26 & 27 Geo. III, the Law of Real Property, is a model to an instruction —

30th & 31st. He is not to an action at Law.

But if the security is defective, mortgagees in

24 & 25. He will not be restrained from committing waste before foreclosure.

And in all cases in which he actually commits waste, he is accountable to the mortgagor for the

30th & 31st. value of what he has taken from the premises, i.e. it is applied towards the discharge of the debt first to the interest, then to the principal, e.g. the court, timber.

But the the mortgagee cannot incur under a waste the estate before foreclosure to the injury of the mortgagor, yet she may allow such expenses as he

24 & 34. incurs in necessary repairs; it may add them to the

23 & 34. principal to carry interest.

If a mortgage be made of an estate to which the mortgagee had no title at the time, the

24 & 11. owner conveys to the mortgagee or his representatives, the mortgagee in equity will have the benefit of the conveyance as a mort on the old stock.
Mortgages

Mar. 28. If the mortgage of a tenor become a new one after
July 1st, 1629, the expiration of the old, this will be a deed for
the
mortgage to redeemable.

Chap. 96.
G. W. 518.

Mortgagee is not bound when in possession to
accept money except for necessary repairs. If
he has expended money in defence of mortgagee's
title, he may add it to the debt, and, even interest.

The mortgagee takes the estate subject to the
same incidents to which it is subject at mortgagee's
death, etc. If mortgagee dies, mortgagee's
heir—e.g., Lord X—ex. And for this mortgagee,
in fee, this is itself a forfeiture.

So if a forfeiture afterwards in favour of
remainder, or reversion, etc., in case
of forfeiture to the Crown, for treason, etc., etc.,
King takes only what interest the offender has.
Mortgages

The equitable interest remaining in the mortgagor after forfeiture is the Equity of Redemption.

This interest is called a trust for the legal title in the mortgagee, who is considered as trustee for the mortgagor of the inheritance till foreclosure.

As the mortgagor may at any reasonable time redeem by paying the debt and interest, so may any person claiming an interest under him in the land of go. by a voluntary deed to B. If afterwards mortgagor to D. the deed is fraudulent as ag to B. it is good ag to go. B may redeem of go.

If mortgagor become a bankrupt.  

So mortgagor tenant may redeem.

If the assignee of the mortgagor.

Is after the mortgagor's death.  

For the Equity is li. by descent.

And an equity of Redemption is governed by the same rules of descent as if it were a legal estate e. g. at cond. Law it descends to the eldest son. If within the

Auton of Borough English to the youngest — according
Mortgages

Page 197. 24th June.

1. To the auction of goods and to all the persons by our
own laws, to all the children equally.

2. 1. Lo. 13th. 2. 13th.

In equity of the mortgagee may redeem.

Sec. 109, 11. 3. 18th. 28th.

Sec. 399, 24th. 45th, 29th. 12th.

Sec. 60, 6th. 21st, 26th.

To each lien in lien. But mortgagee's rights
having liens on the land may redeem.

In law it has been the practice to buy excise on
the equity of redemption, appraise it, and
it off (i.e. the simple equity of redemption) to
the mortgagee creditor. This was considered
as vesting the mortgagee right absolutely in
1st creditor. This was only of appearance lately overlooked
by Jeff. 6th the excise is according to several
decisions of Jeff. 6th to be taken at the land appraiser
without any regard to the encumbrance. For it
appraiser cannot take the account nor set off
the land. Another thing is considered as a
second mortgage and not as an assignee -
Creditor as such. But the court it is to be taken
by the 6th in his petition to redeem a mortgage;
may redeem him. But these decisions of the Sup.
are now overruled. It is settled that when all the
Mortgages

Sup. 111. The right of the mortgagee is extinguished on the expiration of interest.

Be 112. The owner may redeem a lease by committing treason (see 112, 113).

Be 113. The mortgagee has perfected his estate by committing treason. (see 112, 113)

If a mortgaged estate descends to an infant, or if the guardian may resign the direction of the estate, or if the infant or his guardian dies, the infant's estate is extinguished by the death of the infant.

The widow of the mortgagee, if she has a jointure in the land, may redeem the whole debt in her jointure, or by the death of the husband, or by the death of the infant, if the infant's estate is extinguished.

If the debt is paid in full, the mortgagee may redeem the mortgage, or if the mortgagee dies, the interest of his estate is extinguished by the death of the infant.

He (See 112, 113). If the infant is married, the infant's estate is extinguished by the death of the infant.

If the infant is not married, the infant's estate is extinguished by the death of the infant.

Be 114. The wife of a mortgagee may redeem the mortgage, or if the mortgagee dies, the interest of his estate is extinguished by the death of the infant.

But the mortgagee's wife is not entitled to redeem the mortgage unless she is entitled to redeem the estate in fee, or if the mortgagee is married, the interest of his estate is extinguished by the death of the infant.

Be 115. The equity of redemption of mortgage in fee.
Mortgages

But in order to entitle the husband to occupy in a trust estate there must be a seizure of the freehold during coverture, i.e. an equitable seizure or estate in equity to an actual seizure of the legal estate at law — actual power is not sufficient.

But the husband is not entitled where there is no equitable seizure, e.g. one devises a freehold of inheritance to trustees for the separate use of a married woman; Trustees deed possession to the husband. Here the husband cannot be said to be seized even in Equity — hence, actual power is necessary where the trust is not to the separate use of the wife.

A subsequent incumbrancer may redeem of a former one — e.g. if A mortgages to B, for C has an interest under A in the land, so in Eq. may a judgment creditor of mortgagee, for his judgment is a lien on the land as of mortgagee.
Mortgages

If a mortgagee, executor, or trustee to a mortgagee becomes

mortgagor, the heir, devisee, or assignee may redeem

of him— for he has not the whole interest.

Mortgage may redeem even after a release of his

equity of redemption. If the release appears from

circumstances to have been made when a secret

trust for the benefit, e.g. Then it appears

that the debt due was very small compared with

the value of the estate.

If there be a term for life with remainder on

an estate in fee of an equity of redemption, they are
to pay proportionately on redeeming what is owed.

Prov. 112, i.e., rent for life, one third; if he is obliged to pay,

the whole, he may hold over till those in remainder

Revd. 69.

Prov. 120.

(sh. Prov. 221.)

Contribute. e.g. devise of equity to term for life, remainder to

Prov. 44. It is said that term for life shall bear 1/3 of the debt.

And if the mortgage money is payable on a contingency

Prov. 121, 442. as above, he in remainder he may exhibit his title

of the term for life and compel him to

Rev. 6. 4. Contribute, i.e., to keep down the interest on this in the meaning

that he can contribute to save his part of the whole sale or quiet the powers.
Mortgages

If, test for life (pay the whole debt on redemption) then a reconveyance is made, improvements to the remainder man are on deceasing of his interest in the existence of his improvements, no interest is allowed for the money paid, for he is bound to keep down the interest during the continuance of his estate (as if he were in for sale & the debt not paid) and the remainderman can in Chancery compel him to keep down the interest.

But as to the proportions to be borne by Test for life & Remainderman of the mortgage money, note this distinction — If after redemption by the Test for life, the Remainderman applies to redeem of him during his life, Test for life bears one third. If the application to redeem is after Test's death then the representative (in debt to the estate) only so much as his enjoyment of the estate was worth, had it been in the Test's time.
Mortgages

by a bond creditor of mortgagor's heir, it may stand
viewed thus. But in Equity it is a mere delinquency
30, 124, 341. will give a sale of it for that purpose, if the
release is on alienation, it is liable in exchange for the
money owed on the value of the copy on land.

Being equitable assets only all the creditors are paid
2, 24, 215 out of it free rates, or paid after with regard to the
rank or quality of their debts: no priority at law.

In law, all equities of redemption are like other
real assets, and at law may be attached taken
in execution proceeds with (at antea)

If a mortgage is clear are they not sold like other

interests?

and even in Eq. the mortgagor's receiver
exceptant on the determination of a mortgage for
years in legal assets, if the reception may have pursuant
of the heir with a court execution, till the reception
comes unto power e.g. a rent in fee mortgages for
341. 24, 180, 341. 180 year - or a rent for 100 years, mortgagor for 50 yrs.
in this last case the assets are personal - in the eq.

and in Eq.
Mortgages

"... but in a true case judgment is of equity quamds accumulat..."

Sec. 126.

Sect. 126. 9. Dec. 20th. 50.

Sec. 112-113. 181.

Sec. 130. 9. June. 27th.

Sec. 371.

"... and the decision is desirable. For the payment of debts..."

Sec. 126. 5.

Sect. 63. 101. 69.

Sec. 126. 9. Dec. 20th. 50.

Sec. 112-113. 181.

Sec. 130. 9. June. 27th.

Sec. 371.

"... and the decision is desirable. For the payment of debts..."

Sec. 126. 5.

Sect. 63. 101. 69.

Sec. 126. 9. Dec. 20th. 50.

Sec. 112-113. 181.

Sec. 130. 9. June. 27th.

Sec. 371.

"... and the decision is desirable. For the payment of debts..."

Sec. 126. 5.

Sect. 63. 101. 69.

Sec. 126. 9. Dec. 20th. 50.

Sec. 112-113. 181.

Sec. 130. 9. June. 27th.

Sec. 371.

"... and the decision is desirable. For the payment of debts..."

Sec. 126. 5.

Sect. 63. 101. 69.

Sec. 126. 9. Dec. 20th. 50.

Sec. 112-113. 181.

Sec. 130. 9. June. 27th.

Sec. 371.

"... and the decision is desirable. For the payment of debts..."
Mortgages

The regular debt have no priority in law; the land
in an equitable only, yet a second mortgagee
shall have his debt out of the equity of redemption
in preference to other. But the tenor interest is
Rev. 180. - an equity - the legal estate in tenure perpetual
Rev. 101. - says - for his right in a ten which cannot
will not take away.

There is no instance in law, in which an equity
Rev. 132. of redemption has beenotten to be liable to an
2d. 298. expires in the life-time of the mortgagee - then

Rev. 182. at 514-5. There may be a power in equity of an equity
Rev. 111, 14, 15, 16.
2d. 54, 57. of redemption - fence.

In our case, person is allowed in equity to redeem
under it is entitled to the legal estate (as Ose tells it)
Rev. 134. i.e. in the equity of redemption - e.g. by claiming
under a deed, mortgagee's lease go to bring his
will to redeem, mortgagee has a deed of entail
entitled another person. It is not permitted to
Rev. 133.
2d. 1d. 24, 25.
entail - at his will he must show that the
Rev. 182.
entail is docked.

Pun. of it is when the legal estate is
Mortgages

Bow 133-4. refusal to redeem, any other person interested in the mortgage

Barnd 30. e.g. mortgagee being a bankrupt, a majority of the creditors prevents the assignee from redeeming. Here the other creditors were allowed to redeem.

Bow 134.

Barnd 31. If in some cases, if the mortgagor's lien will redeem, the creditor cannot. So, if the lien will not.

The right of redemption being a creature of equity, a lot of equity will always make it subsequent to its own rules, i.e. to the rules of justice. He who seeks equity must do equity. He must come with clean hands.

Hence Chancery will decree a redemption in favour of the mortgagor in those claiming under him either absolutely or under certain conditions as the justice of the case may require. E.g. mortgagee applying to redeem on payment if he cannot set aside the mortgage at law. Chancery will not indulge him in this alternative. If he would have equity, he must do equity. He must either proceed in another action to set aside the mortgage, or before he attempts an avoidance at law.
Mortgages

To also, if the mortgagor being considerably
Pos. 137. attempted to avoid the mortgage at Law, afterwards
Rev. 556. applying to redeem, mortgagor is allowed all his costs & expenses on the trial at Law.

The mortgagee cannot compel mortgagee
to redeem before the day of payment, yet in
one of a Land Warrant on the mortgagee; if
Pos. 137. will be permitted in Equity to redeem. Before the
183. 394.
100. 245.
126. 245.
186. 10.

The Land the rent; & profits will satisfy the debt
long before the day of payment.

Rev. 129.

If power be obtained of mortgagee by fraud
2. By 245, 372. pending a suit, it must be restored before there
20.

so can be own redemption.

Rev. 232.
2 Rev. 245, 254.
126. 245.
186. 10.

If one mortgagee holds more to secure one loan
2 Rev. 245, 254.
126. 245.
186. 10.

afterwards, to secure another, one of which
is more than sufficient, the other more than sufficient, he
is not allowed in Equity to redeem the one with the other-

Rev. 245.
126. 245.

If he. 

Rev. 245, 254.
126. 245.
186. 10.

If one makes two mortgagees & dies, if his mortgagor
2 Rev. 247.
126. 245.
186. 10.

Rev. 245.
126. 245.
186. 10.

or his heir.

Rev. 247.
126. 245.
186. 10.

Rev. 245.
126. 245.
186. 10.

He must do equity; to secure if you claim one in Justices can do equity &

Rev. 140.
136. 243.
186. 10.

Rev. 140.
136. 243.
186. 10.

to the. as to this in stronger as to his father's title.
Mortgages

If a tenant in fee of Black acre for life
remains to his heir son in tail of Whiteacre, mortgage
left. His heir may redeem the former & avoid the
latter.

Sec. 148, 1. Nisi 1585, 485, 74. A purchaser of the mortgagee shall hold
the land of the mortgagee & his heirs for the
used, the he gave less, so he gave more.

Sec. 148, 2. Nisi 1585, 74. But as a vest subsequent incumbrance on creditor,
he shall hold for what he gave only.

§ 14a. If there are several incumbrances & the heir
of the mortgagee purchases the first mortgage, the
first incumbrance shall not stand in the way of
the subsequent incumbrances for any more than
the heir gave, i.e. they may redeem from for
what he gave. For a less loss as high an equity,

Sec. 148, 2. Nisi 1585, 74. A purchaser, i.e. taking the grant of the latter to
supply the loss of the former is making both
equal neither lesser.

May not the heir then redeem of the sub-
sequent incumbrance, for the same reason

Together with this debt!
Mortgages

So if the heir, trustee, etc. an agent of the mortgagor purchases in the mortgage or debt as in the last case at a discount, the mortgagor creditors even legatees shall have the advantage of the discount.

But if a stranger or wife of the mortgagor heir or trustee purchases an incumbrance to protect others which he himself holds, he shall be allowed the whole money due, the $ & brought for this; the equity being equal the legal title prevails.

How are this case differ in principle from the above case of a voluntary purchase?

If the mortgagee is indebted to the mortgagor, otherwise than when the mortgage, he will not be permitted to redeem on a bill for redemption unless the mortgagor's heirs hold, or if the mortgagor's will to foreclose. Sec. 511-15. 23. and 563.

So if the mortgagor's heir would redeem, he must pay any debts due to the mortgagee by bonds as well as that secured by the mortgage for the heir after redemption will be in his descent; 1. the equity is laws for paying loans debts, circuits avoided.

So if the heir would redeem, it must pay any debts due to the mortgagee by bonds as well as a debt secured by the mortgage for the heir after the redemption will be in his descent; 1. the equity is laws for paying loans debts, circuits avoided.
Mortgages

If a lease for years is mortgaged, when a new debt is contracted by the mortgagee on the bond, the lessee if he would redeem must pay both. The equity of redemption is assets in the hands.

If there are several incumbrances to the first claim, a bond debt also, it will be postponed to all the other incumbrances, whether by mortgage, judgment, or statute—a bond is no lien it is a personal charge. It is not the same equity as an incumbrance, as against the lessee.

If the assessor of the mortgagee has a bond debt in his hands, the same equity as the mortgagee has lien on his bond, and he would have on a bill to redeem.

If the money due on a bond were lost first in a mortgage made, the mortgagee would have the same equity as above, as to lost debts.
Mortgages

In these cases, i.e. when the mortgagee (or his executors) is off in York on a bill to redeem, so
that he will carry the debt beyond the penalty, if the
principal & interest exceed it, he must of equity,
or Chanry will not interfere – if it does not
alter the contract – Secur. lands of the mortgagee
is off. Cen. 1467, 312.182. male 174.

Cost of mortgagee in his assignee to whom
money is due on Bond countenance a found on a
third person, by concealing it, he may be redeemed
on payment of the mortgage money only: re.
Mortgagee, who being about to marry, he intended to
get with a view of making arrangements for a settlement
affixed to the mortgagee to know what is due on the
Bou. 147.

the latter denies that there is any bond. The settle
ment is agrees on –

If part of the mortgage money is paid, then a
further sum amount all the mortgagee on redemption must
pay the first as well as the first.

But a purchaser of the equity for a valuable consideration
may redeem without paying the terms in the case of superior – for
being a direct interest in the land (like an incumbrance on

Mortgages

148. 2d. 31.
3d. 2d. 2d.
1st. 2d. 1st.

Debt of present by the mortgagor after forfeiture is not itself a bar to the mortgagor's right of redemption. Mortgages are not within the statute of limitations — for power of mortgagor acts, as not adverse.

But still the C. 4. D. 15. may imitate that, as to consider 20 years (As C. 25.) present by the mortgagor after forfeiture as prima facie a bar to the mortgagor's right. (As C. 25.) The presumption is that the mortgagor has abandoned his right of redemption (As C.). Is also the difficulty of making up the account in an additional reason.

This presumption is removed by such circumstances as account for the delay of redemption, such as infancy, coverture, insanity, imprisonment, beyond seas at the time of the right accruing, by death, during the relation of the mortgagor's rights, or the making of the sale between mortgagor & mortgagee. See also the difficulty of taking the case into account.
Mortgages

The time allowed for redemption, after the default,
remitted is said to be the same on chattel mortgages in t


But if a fraud has been practiced on the mortgagor
to prevent redemption, no length of time can bar
his right, e.g. deed made absolutely irrevocable
condition that the redemption should be with the
mortgagor's own money

But of 60 years (the term 150) have begun
to run, the intervention of any of the legal disabilities
(in suit) in the person having the right of resump
tion will not prevent the same. e.g., forfeiture
revenue and mortgage, takes possession, while the owner
of the estate in question, no disability; here the 60 begins
to run, after then the estate descends to an heir re

But when it is agreed that the mortgage shall
take forever; that is, till it is satisfied, length of
time is no bar. Mortgage for ever is no evidence
of mortgage abandonment. 60 years barred without
manner. This seems to be like a servitude, residual.

In the case of a mere mortgage, where the
money is to be paid on a given day in a certain year.
Mortgages

over the same day in any following year, length of the mortgagee; however in no case, even at Law. There is no occasion for the assistance of equity, mortgagee or his heir may redeem at Law in any year.

any act of the mortgagee by which he has recognized the mortgagee’s right of redemption within 20 yrs (see Con. 54) will prevent the Law; e.g., renewing the mortgage in case the mortgage should be redeemed; having equipped a bill to foreclose. So the mortgagee having agreed within the time to purchase the equity of redemption (e.g.,

Con. 160. 20th. 440.- Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by
cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.

The mortgage if in terms in new Law (by cause of time -

Art. 41 & 51 W. 2nd. 440 defines the mortgagee’s the

Con. 160. 20th. 440. - Time in which the mortgagee submits to redeem.

Con. 160-1.
Mortgages

of a devise of lands mortgaged

The interest of the mortgagor like that of the mortgagee is devisable, so the devisee may have a decree for a foreclosure.

Formerly it was held that the whole of the mortgagor's interest in a mortgage in fee simple, could not pass in a devise, unless the devisee should take "all my mortgage", but the devisee would have at most an estate for life only, for the mortgagor's interest was then deemed a fee simple.

The words are not such as are required to carry the deviser an estate for life.

But now unmistakably the mortgagor's interest, being deemed a chattel only, the whole of it would pass in a devise under the words "land, tenement, hereditaments," if the devisee had other property to which the word "land, tenement, hereditaments," might with propriety be applied. These words are not sufficient to designate a chattel interest.
Mortgages

But if mortgagee had no other property answering
the description in point of situation or circumstance
a mortgage may be made under those words, e.g. All
my lands in A where he had no other interest
or lands there — his intention governs —

If mortgagee devises his interest, the devisee
may have a decree for a foreclosure, notwithstanding
the mortgage, but only of mortgagee the heir.
Mortgagee's heir need not be made a party, for
he has no interest — it is devised away —

A devise by the mortgagee of money due on a
mortgage does not carry the interest there on the
mortgage, and only as mortgagee the heir.

The intent seems to be to convey a non-certain
interest — if the devisee mere "hold" the money due to me by mortgage,

Therefore, whether mortgagee's interest will pass
under a devise not attested according to the Statute
of Frauds in Eng. or in Stat. of genuine. And it will
never expressly decided. "Lease" or tenement are the
Mortgages

Of Priority of Incumbrances and Securing

Prior to subsequent incumbrances.

If there are several mortgage or incumbrance on the same estate, priority takes place according to the date of the respective securities: the first is preferred to the second, the second to the third; in this respect they stand on the same footing in law with judgments, statutes, &c., recognizances, incumbrances, &c.


But this priority is changed in certain instances; such as, the frequent incumbrance is first given to a subsequent one: this happens, first, when the party has been guilty of any fraud or neglect affecting the interest of the latter. In these cases, subsequent incumbrances intrude the legal estate to protect its own. This is called tacking.

In the first mortgage, the lender or assignee contains his

250. 250.

Mortgages

So if the first mortgagee is a witness to the second mortgagee, and knowing the contents, does not inform the second mortgagee, he will gain security, and it is said that the witness shall be presumed to know the contents. What therefore will be the case when the first mortgagee, in this case would lose his gains, unless he knows the contrary. Let then the second mortgagee, not exert his care until he learns the title deeds peremptorily.

So if the first mortgagee is guilty of any neglect in the conveyance of which another is encouraged to suffer, the second mortgagee can make a new mortgage and deliver it to the first mortgagee, and then he shall be presumed to know the contents, and the first mortgagee in turn knows the title deeds peremptorily.

Pledging the title deeds in the manner before mentioned in Chapter 2 will be the same as a sale, but the 1st mortgagee is to be presumed to know the terms, and the second mortgagee will then be presumed to know the contents.
Mortgages

17. Where several equitable interests affect the same estate, they have priority according to the period at which they commenced, yet the rule admits of exceptions. In the following case, the first mortgagee is entitled to the legal title, and may bid off the property in execution of his own mortgage.

P. 19 a. 4 b. 5.

Mr. T. is to give the advantage that the law admits of, or that he may protect his equity with it, if the other claimant for whose the equity is equal to the sum must prevail, e.g.

Case 1. A more mortgagee, the last, paying cent Lees for

when valuable consideration or notice of the

intervening incumbrances may be purchasing the first
title

in securing a prior mortgage, etc., obtain a priority to the others.

P. 19 d. 4 b. 6.

The privilege is called taking legal or equitable title

and in which case, only equitable on the other, if the property

P. 19 d. 4 b. 7.

Four. He had notice at the time of leasing, but notice of

P. 19 d. 4 b. 8.

The time of taking a mortgage is not material.

P. 19 d. 4 b. 9.

If any man, notice with time of purchasing the title

P. 19 d. 4 b. 10.

A subsequent incumbrance may take in this

way and only the first mortgage is to any incumbrance.

P. 19 d. 4 b. 11.
Mortgages

ex. pr. two first mortgagee are of 80 acres, a third of 20 only. The third by leasing the first shall hold the whole.

2 Pen. 26. 154. prior satisfaction judgment, not than mortgage is
Cov. 214. which can be made use of at law to gain priority as
1 Pen. 187.

above - 

3d. 154. prior satisfaction by a satisfaction

but, when there has been an alteration of

a judgment is meant, I suppose a judgment paid.

17 D. 454. title is still in which the imposed remittens the

part discharged from which the satisfaction is not then.

By satisfaction is meant a satisfaction paid with

an equitable release - an satisfaction before the term ex-

pired of the other condition of the satisfaction.

27 D. 454. the last will and testament of the condition.

Here is sufficient.

Cov. 215.
2 Pen. 234. 

false, the prior indication was obtained be

piratical mean) as where the subsequent-mortgage

came into a man's hands, I will. look out to

satisfied notice. S. F. think, this is carrying the rule

beyond the true principle, but it seems so settled.

But where the prior satisfaction is inefficient

in legal regulations it will give no priority to the

subsequent-mortgagee, even if it can be proved against

11 D. 440.

Here they do not attach to the estate. To legal estate

Pen. 264.

Voluntary recognizance not sufficient

13 D. 372.

1 Pen. 34.
i is not sufficient in the case.
Mortgages

The subsequent mortgagee can take no other than the legal estate to his mortgage. [i.e., 4th mortgagee purchased in the second, no priority gained — his original mortgage is still preserved to the third.

A creditor by judgment or Stat. cannot by making a prior mortgage gain a priority to the intermediate mortgages. For he is in no sense a purchaser, he has only a good title — he comes in as assignee, and lends his money on the credit of the land as a pledge.

So far as an equal equity, and one not having it can not gain priority by purchasing the legal estate, prior mortgage purchased in will give no priority unless it is perfected (i.e., subject at the time of the sale for before that time the estate remained as a mere lien, debatable, i.e., to that the legal estate may be diverted by the mortgagee.

If there be two mortgages the first mortgagor ...

If the prior mortgagee in the last case, i.e., notice the intervening mortgage at the time of lending more money upon judgment, he cannot take as mere mortgage — Eq 1st, etc., agree...
Mortgages.

"In the following case where notice of the interest of
this person varies the rule of priority, if notice is
charged by one party it must be positively denied
by the other in his answer — sec 35 he is taken to
have had notice.

If special facts are charged, as amounting
to notice, they must be denied.

If notice is denied in the answer, it proves by an
unknown witness only, the bill will be dismissed; it is not
sufficient evidence of notice. Cast of cost.

In no case are many circumstances corroborating
the evidence of the witness.

According to the preceding rule, the right
of taking in encumbrances depends upon the
want of notice in him who would protect his
Equity by the legal estate.

It is now necessary to consider what
amounts to notice —"
Mortgages of Notice

Notice of two kinds, 1. Actual. 2. Implied

1. Is in said to have actual notice when he is a party to, a deed in which shows the fact, or the notice regularly serves, upon him. But a giving report is not considered actual notice, e.g. A being about to lend money on a mortgage, a transfer to the court 100 to B. If B himself or his agent the agreement to be different.

2. A notice in a conveyance of law that one has notice of a fact, there is no proof of actual notice. Then one cannot make a title but by a deed which discloses a material fact, he is deemed to have notice of that fact, e.g. A conveys to B having a power of revocation. B conveys to C, he is deemed to have notice of the power of A to revoke.

So if A's devise comes to B subject to ligacies in A, the devise to B is deemed to have notice that there is charge with ligacies. See, grant mill for A's devise, unless the devisee's or assignee of B's devise, take into account in the case of a trust, the estate personal property.
Port. 38:1
Port. 38:2

[Handwritten text with visible ink smudges]

Chap. 38:1

[Further handwritten text]
Mortgages

Notice to one agent or another or all, is notice to himself.

Rev. 244. 16. Ker. 61-69. e.g. A agent taken about to lend for money, on
2d. 477. 68. a mortgage, let notice of a prior incumbrance be given to him,
2d. 574. otherwise to another agent.

Owen 244. The rule holds, where one person is agent
Rev. 245. for both parties, as is frequently the case in marriage settlements.

And one makes a person his agent at notice by
Rev. 275. 2d Jan. 859. agreeing to a contract made in his name by the latter without
1d. 244. his authority.

Rev. 280. 1.
Tall. 85. 
2d Jan. 549. Notice of an act of bankruptcy will not be
1d. 244. presumed to subsequent mortgagee to prevent him
from taking the legal estate.

Rev. 35. 1.
2d. 170. In other words, whether in form a subsequent can task
2d Jan. 549. the same incumbrance being duly recorded, I. Stat. Con. 117. 15.
1d. 244. In other words, whether on form record of conveyance, mortgagee is
2d Jan. 549. and constructive notice. It seems to be, on principle,
2d. 254. 

Rev. 35. 1.
2d. 115. If in title, it is the law that the registry of intermediate
2d Jan. 549. mortgage in the registry county is not constructive, e.g. of
2d. 254. the fund mortgage, after a second mortgage register, advances
2d. 254. a new lien. The new fact. But, could a subsequent mortgagee task over
the registry county, to the same time, according to destruction, he may.
Mortgages

But a subsequent mortgagee deriving notice of a prior mortgage
not registered, will not gain priority by registering for he had
all the notice which the grantor intended.

295. 2nd 27th 275.

If a prior mortgagee's notice, the donee expresses notice,
and this notice is received by the subsequent mortgagee, the
mortgagee is not entitled to sue in the suit for assurance, this
being the only exception to the rule that a subsequent mortgagee
may not take without notice of a prior mortgage. And the donee
ought to be heard before a court, of law, to determine the
question of title. 

Para 295.

Para 296.

Who, on the Death

To whom Mortgage's interest in a perfected mortgage
belongs, on the Death
Mortgages

The money being payable to the lien on act on release of the mortgage, the money was declared to the lien.

But since it is shown there is no evidence that the money belongs to the lien, the interest being the lien, unless the mortgagor has manifested a contrary intention, e.g.,

1. The mortgagee in possession of the property, or
2. The mortgagee in possession of the money, or
3. The mortgagee in possession of the security, or
4. The mortgagee in possession of the note.

Moreover, the mortgagee in possession of the property, or the mortgagee in possession of the money, or the mortgagee in possession of the security, or the mortgagee in possession of the note, is entitled to continue his interest as real.

For the loan (on deed) came from the mortgagee's present possession, and the principal should become payable.

All of the money is made payable to the lien on act, and

B. The mortgagee is at liberty to pay on the day of payment, or
C. To either of them at his election, for the performance of the conditions. He has nothing to do with the mortgage.

B. The mortgagee is at liberty to pay on the day of payment, and if the mortgagee has been paid to the lien, or

And if the mortgagee has been paid to the lien, it is

And if the mortgagee has been paid to the lien, it is

And if the mortgagee has been paid to the lien, it is

And if the mortgagee has been paid to the lien, it is
Mortgages

This word, so little used, is used to signify an executory agreement.

The word "exclusive" is used in the sense of exclusion.

If two persons make a joint mortgage, they are not joint tenants, as some have been in such case; nor does the tenant in common there in no survivor hit. This is a presumption that, if the intention of the mortgagor is that one die, the remainder is a mortgagee.
Mortgages

But if a jointure after marriage joins in a fine to mortgage the lands, she shall pay her proportion on redeeming it—i.e. one third of the principal & the interest does not redeem. She must keep down the interest during her estate (i.e. 9 months) if she is in favor.

If the first mortgagee lends more money on the old security without notice of an intervening jointure, he shall hold it as the jointure, the legal estate being in him & the lending equal equity—

A jointure settled in mortgaged lands after marriage.

If newly voluntary, is said of second mortgagee, the

Cows. 315.
10 B. 118 & 119.

2 B. 132. 580 & 583.

Till. 198. 380 & 325.

A husband before marriage gives the wife

Cows. 316.
A. 31 B. 185.

Cows. 480.

Cows. 291 & 182.

Cows. 316 & 118.

Cows. 315 & 118.

Cows. 315 & 118.

Cows. 315 & 118.

Cows. 315 & 118.

Cows. 315 & 118.

The husband before marriage gives the wife

Cows. 316.
A. 31 B. 185.

Cows. 480.

Cows. 291 & 182.

Cows. 316 & 118.

Cows. 315 & 118.

Cows. 315 & 118.

Cows. 315 & 118.

Cows. 315 & 118.

Cows. 315 & 118.

Cows. 315 & 118.

Cows. 315 & 118.

Cows. 315 & 118.

Cows. 315 & 118.

Cows. 315 & 118.
This is considered as analogous to a pure trust of which
Dower cannot be.

Cited, 9b. Where the wife of the mortgagor was supposed
before marriage, for a mortgage by the husband,
the mortgage will not affect the wife's right of dower.

But even in England a wife is entitled to dower in the
residue, after the determination of the mortgage
for life on years; and if the mortgage is satisfied 
will remove it out of her way: so, if husband before marriage
mortgages for 500 years.

Of mortgages by the husband of the wife of
freehold, his interest in the mortgage money due then.

The husband by marriage obtains no other interest
in the wife's inheritance than a freehold during their joint
life or at most for her own life by the Cantor. If he be
not, the mortgage of it ending upon the death
of mortgage for 500 years. But, if
the mortgage is valued, the mortgage is void at all events, by his death
whether first or last.
Mortgages

1 Cor. Husband x wife may alienate or mortgage her freehold by deed. Stat. 263. 700

Dear, if the joint in holding a fine in this way the lands may be mortgaged or alienated so as to bind him to the devisees.

But acts of the wife (after conceiving) amounting in law to a new grant or re-execution will give validity to a mortgage made by both or by herself alone: notice, the mortgage were by deed only, i.e., directly from the present to the mortgagee (the act being in the lands) settling with him the balance of rent. If the mortgagee, having mortgaged the lands several years, there are equivalent to a delivery of the deed.

If the wife joins in a fine to secure a mortgage on the estate, which mortgage becomes perfected the estate will be valued not only for the original sum, but of a part of it be paid at a further sum borrowed for that sum also. If mortgagee has the legal title or mens rea with the rent, he has a mortgage of the land upon the wife.

If the wife alienates mortgaged or the husband's debt, he present interest on estate that he applied in discharge of it, the wife seconded a fine. But exclusion of
Mortgages

The wife incumbers her joinder by a mortgage to remove it.

1. V. 205, 348. Husband's debt, yet she does not by this absolutely part.

2. V. 206, 348. With it—when the incumbrance is paid off there results a trust for her in charge to have her joinder removed.

3. V. 208, 348. If the wife joins, incumbers her own estate, to discharge the husband, it she does she is parted.

4. C. 346. Considered in charge as in debt as preceding in when incumbrance her estate is removed her husband's.

C. 8. 351. The place of the mortgagee is satisfied to satisfaction.

If a wife sole marries, upon the

bargain and sale for her estate.

C. 1. 412. 1. V. 348. In marriage the husband makes a settlement upon her in consideration of her fortune. This is considered

2. V. 301. 2. V. 348. As an assignment or her and her representatives or a purchase of the mortgage, as of the charge in action.

3. V. 348. As a purchase of the mortgage, as of the charge in action.
So an operanty agreement to settle a jointure in a
purchase of the wife's fortune before the
before it is made, in being in one degree, "acta Dei."

A settlement by the husband is not a purchase
and will hold the mortgage on other property after his
death even of the creditor.

But the husband is entitled to the wife's mort-
gage as choses in action if he reduces them into
money during coverture, and to make one

But an alienation or assignment of the
mortgage is not admissible in coverture, by the husband
within the rule, unless it is for valuable consideration.

If voluntary, the assignee has no higher claim than
the husband himself would have if it were not assigned.

If the husband, creditor, gets power of the wife's
mortgage so that she is obliged to apply to a court of equity
for relief, the wife must interfere to take the advan-
tage from them. E.g., the interest assigned to the
husband's assignee he being a bankrupt, all the
writings being delivered to him. E.g., in equity.
Mortgages.

Out of the Land Sales, &c. The Bank were obliged to apply to the Hazard, &c. it seems would not interfere in their favour. Equity is equal in this case also.

Or if they would make a reasonable provision for the husband himself on this condition that the assignees are entitled to the rights that he had, unless they will interfere with the wife of a specific assignee of the husband for valuable consideration of the wife mortgage. He gives credit to the judge not to the security. He has a higher claim by the assignee under a commission of Bankruptcy on these the wife.

On an agreement of the husband to assign the wife mortgage as a security for a debt with a delivery of the deed, the wife in equity, &c. t. e. t. the amount of the debt to be secured.

Out of what lands mortgages are to be assessed.

It is a good rule in equity that the same suit has been increased by contract, the debt should be charged in the first instance with the payment say on the mortgage debt in real money, &c. the point.
Mortgages

...the discharge of the mortgage. The Blissin... of the Heir is liable on the bond, yet... Heir may compel the Deb. the Laving assets to satisfy the debt.

Some rules in favor of the devisee of the... as the Heir is having... unless mortgage has manifested a different inten...

The mortgagee requests his personal estate among the relations, still it must be applied to the discharge of the mortgage; for the mortgagee claims in a debt.

...sent from the principal in first place for debt...

...does the rule extend to any other than residuary...

...the rule supposes the next in order of... subject to the payment of debt...

...name to any relations... which case the mortgagee... according to the Statute of Distribution.

...the estate of the testator... with payment of debt... and the deficiency of the personal which is for...
Mortgages

But real estate is devised to the heirs for the
purposes of the debt. The heirs, in a suit by
the beneficiaries.

Ex. 3d. Mortgagee devises the
real estate, which includes an equity of
reversion to the heirs, to the devisee, both with
its debts. The devisee, and any estate to
the devisee, personal funds, and all debts.

Secs. 1. If the devisee of the reversion were devised
solely to pay the mortgage,

> =

...and the rule, that the proceeds shall be
applied to discharge the real estate in
situations of the lien to the prejudice of
the lien, to the prejudice of the lien.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.

Case 3d. A credit or an estate to
be paid to the devisee.
Mortgages

The same rule holds in favour of simple contract creditors, as mortgagees, i.e. residuary devisees (except in the case of leases to run for life). It is, however, clear that the legatee under the device is not specific.

They may resort to the real estate for the debt (at suit).

But if the devisee has specific devisee, e.g., an Equity of Redemption (specifically at the leaving debts), in the event of the residuary devisee being not specific, the legatee cannot come upon the devisee for trusts: for the devisee is specific, and a legatee never takes from a legatee. A specific devisee seems contrary to a residuary.

"All my real estate" is specific. "The rest of my real estate" is residuary.

When the devisee is specific, the legatee is not specific. The mortgagee must make to take by purchase under a device, so if a device is specific will fall within the last rule. He is then a specific devisee - e.g., a mortgagee, that in fact devolved to A, B, C, D, E, and F.

On the other hand, the devisee of the mortgagee is not entitled to the real estate - but if a specific devisee Hebrews. Money may be the subject of a specific devisee, but it must be so circumstances that it may be identified.
Mortgages

C. 386. 1. Distinguished from all other money of the Estate, e.g., 100 due on his hand. Then the mortgagee derives the Equity of Redemption to A's house in a Day, or a certain Lease to B. It is not entitled to this Legacy to

discumber the estate.

But to render a request of specific, it must be clear, certain, and exactly defined, e.g. 100

with more in a general one.

As the mortgagee derives his estate with the incum

bances thereupon, yet if there are no other words showing

Ow. 393. 3. an intention that devise should take cause unless, it

Ow. 392. 30. 376.

W. 28b. 250, 352.

4. 67.

with the above

restrictions to disremember it.

And if there appears on the face of the mortgage

will a clear positive intention that the devisee should

hold the estate disremembered, even the real estate in

the hands of the heir shall be applied to disremember it

by gr. Mortgagee derives his real estate to an estate for

vires lives to 451. This being all his lawful interest. This

sometimes the cession of the latter, which is a reservation

or's the heir. Here is a clear intent to disremember the heir.
Mortgages

The mortgage gives an assignee no interest in the estate of the assignor, and in the assignee's death it lies personal to the personal estate of the assignee is not increased but diminished by the personal estate of the assignor. The purchaser, same holder as to the assignee's devisee.

If the money due on the mortgage is not paid by the devisee, the personal estate of the assignor, he is not liable to the assignor. The devisee, his estate, and any personal estate he may have, are not liable to the assignor.

Secondly, if the devisee has not been benefited, or if the devisee does not desire the mortgage, the devisee may obtain the assignor's estate and the mortgage for himself.

It is said by Sir Hardwicke that if a mortgage is taken for the purpose of the mortgagee's income, the mortgagee's income is the object of the mortgage, and it is not sufficient to receive the income of the mortgaged estate.

This makes the contract void — recovery must be given to the mortgagor.
There is a distinction in衡.416, between a agreement to pay 40%6. with a clause of increase to 5%, if the debt is not paid. It is not an agreement to pay 5%, with a clause of the latter is enforced. Formerly not

interest is not imposed.
A covenant between mortgagee and assignee that the latter should pay the debt
Secur. of the assignee does not for the money
1 Secur. of the assignee is only colorable to load mortgagee with
the account between mortgagee and
1 Secur. of the assignee is only colorable to load mortgagee with
the account between mortgagee and assignee and to
1 Secur. of the assignee does not for the money
1 Secur. of the assignee is only colorable to load mortgagee with
the account between mortgagee and assignee and to

But an assignment by the mortgagee, to
must be with the concurrence of the mortgagee —
1 Secur. of the assignee in the same term with mortgagee.

It was once held that mortgagee, the mortgagee
being perfected, should have interest on interest —
1 Secur. of the assignee in the same term with mortgagee.

The report of a case in Chancery concerning
being perfected, should have interest on interest —
1 Secur. of the assignee in the same term with mortgagee.

The report of a case in Chancery concerning
being perfected, should have interest on interest —
1 Secur. of the assignee in the same term with mortgagee.

The report of a case in Chancery concerning
a mortgagee, in the same term with mortgagee.

The report of a case in Chancery concerning
a mortgagee, in the same term with mortgagee.

But a mortgagee, in the same term with mortgagee.

This equity, if it does not regularly carry interest on interest, is on one reason
for allowing interest on interest in cases of this kind, not
imputable to an error, viz., that the mortgagee has been

Mortgagee
Mortgages.

But if the Part. in act. in Chanc. the act. taken
Paw. 441. by the master carries interest on interest, & 874. if
Del. 4th. 4th, in Chanc. in such case is allowed the last benefit
of proceeding, into which he is forced by the Part. as the means of procuring

Co. 4th, 459. to say interest on interest,
189 co. 4th 4th, 495. is, to my mind, but a protest of a benefit
Co. 4th, 495. that proceeds on benefit, it is allowed at.
Del. 4th, 4th, 495. that so much is due as interest, does not turn it

Paw. 441. into principal. It does not amount to an agreement for the purpose

Co. 4th, 458. of an agreement at the time of the mortgage to turn
Paw. 441. interest anew into principal, i.e. to say compounded
Del. 4th, 449. interest is not binding— it is oppressive. But after
2loth, 351. interest is become due, not an agreement respecting
interest in 495.

If the mortgagee in former Law expresses money
3oth. 578. in defence of mortgagee’s title when impeached, I may
add it to the principal & it will draw interest.

But for life of the party of redemption is compel
Paw. 441. 2d by the remainder man to keep down the interest
Del. co. 4a.
Gill. co. 4a.
2d yo. of 458.
the debt on quit possession.

But that in tail in possession of lands mortgaged
Paw. 442. 4d 445. is not compulsory by Remainder man or successor took down
Paw. 472. 4d 30. 30.
2s.
the interest, nor by the tenant there, nor are the representatives.

If the Part. in act. in Chanc. the act. taken
Paw. 444. 4th, 4th, 444. in Chanc. in such case is allowed the last benefit
of proceeding, into which he is forced by the Part. as the means of procuring

Paw. 444. Time on Recourse, Maker. Because his estate may fail.
Mortgages.

Part of a court on a tail of mortgage, and in subject to
the judgment in favour of the mortgagee. If he is compelled to
pay down the interest for an estate cannot be the
remainder by fines, except upon the king's being real,
and he is compelled to reimburse the tenant in tail on his
representatives.

If the first mortgagee enters a tenant from the
second mortgagee, and the mortgagee to take the profit without having the
interest, still in favour of the second mortgagee,
the profit shall be applied to the first mortgagee's interest, i.e., the first mortgagee's interest shall
not help out the second mortgagee any longer
than if the interest had been duly paid, as the
second mortgagee would suffer.

When a court is given to mortgagee, the holder
of the court has a right to receive the whole principal +
interest. As giving up the court extinguishes the debt.

When the holder of the mortgage deeds his authority to
receive more than the interest, because giving up
the debt does not vest the estate. The debt is the
principal. The mere possession of the mortgage
deed entitles the holder to a recovery in actions.
Mortgages.

1st. The mortgagee refuses to receive the money after
the debt is made, or after the interest from
the date, provided the mortgagee gives notice of the in-
tention to pay the whole before the debt
falls due. The money on the very day which is appointed
at which time the interest will be allowed. The tenant
will also pay mortgagor (or assignee of interest)

But in these cases the mortgagee must
make oath that the money has been always ready for
the mortgagee, since the tenant has not refused to pay
the interest will run 100 years (more just).

This oath may be contradicted.

2d. The mortgagee, since the tenant has not refused to pay
the interest will run on (more just).

And in such cases must be a strict legal
6th. The time is not fixed, so that it could have been paid.
2d. The time of a Bank Bill has been settled.

The mortgagee makes no objection to the
legality of the tenant. The mortgagee offered to exchange
it for money if mortgagee wished it.

The money being a sum in gross is regularly
the tender to the tenant of the mortgage. Tendering

when the tenant mortgagor accepts it not subject to
the time and place being appointed in the contract for if

1st. The mortgagor refuses to receive the money after
the debt is made, or after the interest from
the date, provided the mortgagee gives notice of the in-
tention to pay the whole before the debt
falls due. The money on the very day which is appointed
at which time the interest will be allowed. The tenant
will also pay mortgagor (or assignee of interest)

But in these cases the mortgagee must
make oath that the money has been always ready for
the mortgagee, since the tenant has not refused to pay
the interest will run 100 years (more just).

This oath may be contradicted.

2d. The mortgagee, since the tenant has not refused to pay
the interest will run on (more just).

And in such cases must be a strict legal
6th. The time is not fixed, so that it could have been paid.
2d. The time of a Bank Bill has been settled.

The mortgagee makes no objection to the
legality of the tenant. The mortgagee offered to exchange
it for money if mortgagee wished it.

The money being a sum in gross is regularly
the tender to the tenant of the mortgage. Tendering

when the tenant mortgagor accepts it not subject to
the time and place being appointed in the contract for if

Mortgages.

So if no place is appointed in the condition of the mortgage, give notice where he will pay, tender at that place. If the appointment is reasonable one, no objection made to it by the mortgagee at the time notice was given — and in some cases tender at the mortgagor's will be in effect where no place is expressly appointed. e.g. If mortgages are fully held and will pay.

But in the mortgagee can demand as to any question arising out of the transaction he ought to have time to consult counsel, before the issue shall rest: e.g. Mortgagee presents a deed of reconveyance to the grantee by the mortgagee, it contains a covenant to — So if there is a question as to who the equity of redemption belongs — for no conveyance ought to be made, till the point be settled.

The interest reserved when a mortgage may be abused by a hand agent subsequent to the mortgagee was Off't, it was substituting an Agt. — Dr. Need not an agreement be enforced in form of Off't, bringing a bill to recover. A. F. thinks not. — Def. in Eq't. may introduce such agreement to what ran Eq't. for the purpose of instructing the court. Notice of the Chancellor whether he will decree or not and whether he shall impose terms on the Off't or not. For the interpretation of Equity is discretion.
Mortgages.

of the Method of Accounting.

The mortgagee being a pledge, not an alienation,

30th. 8.4. 1st mortgagee has no right to the rents or till he takes
2d. 15.

Dey. 30. Item. mortgagee then is not bound to accept for the
profit during his own öner, i.e. the today interest

P7. 44.
2d. 8. 5.
1st. 47.

Item. 47.

The mortgagee must act for the profits during his

On 46.
2d. 8. 7.
1st. 47.

Item. 47.

If the mortgagee or foreman manages the estate
and pays only not enforce it if insisted on the must or own.

Now if the owner or mortgagee is not entitled to receive or commission for the same or certain

2d. 12.

Tenn. 1st.
30th. 37.
2d. 12.
30th. 67.

If mortgagee or farmer assigns to an insolvent
or to one other becomes insolvent.

1st. 32.
2d. 13.
30th. 67.

If mortgagee or foreman is still

2d. 12.
30th. 67.

If mortgagee is to act with mortgagee and for the actual

30th. 67.

If mortgagee or foreman is to act with mortgagee and for the actual
profit received not as the case may be, for the actual value

1st. 32.
2d. 13.
30th. 67.

If mortgagee or foreman is to act with mortgagee and for the actual

30th. 67.

If mortgagee or foreman is to act with mortgagee and for the actual
Mortgages.

A mortgage is a security on land at a certain price at a certain time, which will be considered as the price during the whole time. If not paid, the mortgagor becomes the owner.

Ch. 468. When the mortgagor has the land at a certain price at a certain time, the mortgagor is entitled to the profit, or the mortgagor will be entitled to the profit. If the mortgagor fails to pay the mortgage, the mortgagor is entitled to the profit.

Ch. 468. When the mortgagor has the land at a certain price at a certain time, the mortgagor is entitled to the profit, or the mortgagor will be entitled to the profit. If the mortgagor fails to pay the mortgage, the mortgagor is entitled to the profit.

Ch. 468. When the mortgagor has the land at a certain price at a certain time, the mortgagor is entitled to the profit, or the mortgagor will be entitled to the profit. If the mortgagor fails to pay the mortgage, the mortgagor is entitled to the profit.

The mortgagor has assigned a bill for redemption, but only the assignee, not the mortgagor, is entitled to the profit. If the mortgagor fails to pay the mortgage, the mortgagor is entitled to the profit.

The mortgagor has assigned a bill for redemption, but only the assignee, not the mortgagor, is entitled to the profit. If the mortgagor fails to pay the mortgage, the mortgagor is entitled to the profit.

The mortgagor has assigned a bill for redemption, but only the assignee, not the mortgagor, is entitled to the profit. If the mortgagor fails to pay the mortgage, the mortgagor is entitled to the profit.

The mortgagor has assigned a bill for redemption, but only the assignee, not the mortgagor, is entitled to the profit. If the mortgagor fails to pay the mortgage, the mortgagor is entitled to the profit.

The mortgagor has assigned a bill for redemption, but only the assignee, not the mortgagor, is entitled to the profit. If the mortgagor fails to pay the mortgage, the mortgagor is entitled to the profit.
If there are several mortgagees an act dated between
the first mortgagee & mortgagor will be conclusive when
subsequent mortgagees assent.

all the rents in the hand or collection are proved
for moor, and known interest are presumed to be opposite

But the act between the mortgagee & assignee will
comprise both, and conclude the mortgagor; for the profit is his, & in
the assignee the law will be a party to the act. This in order
to reduce the account of profits as little as may be.
An assignee after several assignments is not bound

sum profit facies,
not conclude the mortgagor; for the profits are his, & in

Of course, the profits must be taken into the act at the
former profits shall not be taken into the act of him

They shall be set off of the previous interest arising while
the profits were accruing, except difficulties seem to be the cause
of the mortgagor, after having endeavoured to defeat

the mortgagor's title at law, exhibits a bill to redeem
all that the mortgagor expects at law, in defending his
title, shall be allowed him in the act.

There are two modes of taking the act between
the mortgagor & mortgagor: one is by making annual
rent, i.e. by applying the annual rentals of the rent, to
profits over the rent of the interest to make the principal. The
other mode is by bringing all the profits into one aggregate
sum & the interest into another — where there is a
number of rents, perhaps the former mode is more advantageous
one to the mortgagor & it lessens the accruing interest each year.
Mortgages

The rule is that of the yearly rent: as, greatly exceed
interest of the debt, annual rent are to be made recur
net, or at least, the interest is not shown to apply
exceeding upon the principal.

of Foreclosure

Nov. 17th. 1818.

Foreclosure is an

proceed in a foreclosure, i.e., order that under mortgagee the same is

stock of the court, or redemption—without

device irreparable, except under special circumstances.

If the mortgage is of a reversion, a decree, may be had

for a sale of the estate to pay the debt. This would not

be the equitable course, unless the estate is one in possess

sion, and of a mortgage is made to a vendor, all must be

served on a Bill for a foreclosure. If a mortgage

assigns to several, all the assignees must be joined,

20th. 1818. 15th. 1818. Intentions and condition of the mortgage before.

Nov. 17th. 1818.

4th. cannot be investigated. This must be issued at law, i.e.

if on such a Bill, and not an Order, but will

leave it in the court of the more, that the mortgage is a

Bill for foreclosure, the title to the mortgage

2nd. 1818. 13th. 1818. Intentions and condition of the mortgage before.
Mortgagees may foreclose all his remedies at the same time [1771].

My 13. 4th. on the bond, for the purpose of execution.

20th. 344. 2 for foreclosure by his lien in Equity. In 10th. after

Judgment on the bond he may bring the ejectment on the equity of redemption and thus extinguish it.

20th. 345. It will grant an injunction to stay proceedings in ejectment.

Where mortgagor is sued, the suits are not brought for the same cause.

It may refuse to enter for a foreclosure where it is not the interest of the mortgagee to its cause, but the injustice would be the consequence of pressing it, e.g.,

The mortgagee having notice of a voluntary settlement, it would

he trustee to convey the legal title or estate to

To protect his mortgage

He is left to his remedy at law by purchasing

The trustee becomes a trustee

Mortgagee praying relief of mortgage instead

of praying a redemption. For redemption in Equity relief.

If mortgagor applies to a master, to take an

act on mortgage, he is, does not recover by

paying the money according to the order of

the mortgagee, application dismisses the bill. This

is a decree for a foreclosure and signed by

mortgagor here, being a bill to foreclose it is

given cause of demurrer. Yet mortgagee not a party, he

being entitled to the money.
Mortgages

It is an admission in the hearing that the mortgagee is not a party to the bill (mortgagees are not adverse), there is no demurrer.

But mortgagee's heirs need not be made a party to the bill for a foreclosure. He is not the party of redemption (i.e., not a mortgagee or a lessee).

But if mortgagee's heir has obtained a foreclosure, it will be good; the court, as no party for it, may retain the land on decree.

But if the heir does not pay the mortgage money, the party of the mortgagee, the court may compel the heir to convey the land to him.

A decree to foreclose within a certain number of months, the time is computed by calendar, not by lunar months.

A decree to foreclose ten in tail of an estate in fee.

The time will bind the issue in tail. If all those in remainder are not parties to the mortgage, a fine or recovery.

But if there is a will for life of an estate of redemption, the remainderman ought to be made a party to the bill for foreclosure.
Mortgage.

283. In a suit for the recovery of the money, or the proceeding and sale, the mortgagee is entitled to have judgment and a writ of execution, or a sale of the security, for the recovery of the money, or the proceeds of the sale, as the case may require.

284. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

285. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

286. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

287. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

288. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

289. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

290. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

291. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

292. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

293. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

294. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

295. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

296. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

297. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

298. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

299. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

300. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

301. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

302. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

303. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

304. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

305. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

306. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

307. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

308. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

309. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.

310. Also, when the mortgagee is made a party to the suit, he is entitled to a decree in his favor for the recovery of the money, or the proceeds of the sale, as the case may require.
Mortgages

If they had then been urged, would have prevented the decree, in this way he may open the foreclosure, without his process.

But it is said that when the Deed was the application, the mortgagee must continue as a decree that the courts (of) the payment of the debt, the foregoing with a day after age; for there is no foreclosure, the

The mortgagor being sued, that every thing, if he is decreed to join

in the conveyance must have a copy.

But it is a name sole to the ancestor, mortgage land, the right of redemption vested in him during conveyance, a decree to foreclose is presumptive: this has no more given him to show cause of it, as there is to an infant. He is under no natural

incapacity to act for himself, she has voluntarily delegated

the right of acting for her to her husband —

But it is not given her, by the terms of the decree, yet it is upon that, after conveyance, she may avoid the decree, if there is just cause —

If mortgagee is guilty of any unfair conduct in obtaining a foreclosure, the lit will open it, i.e.

274.

25 Vn. 476.

28. 584.
Mortgages

If the mortgagor attains a foreclosure, after judgment, the decision of the mortgagee have given mortgagee notice of their demand of further payment.

Pun. 321. - Decree of mortgagee had no notice. - Queen.

But where a foreclosure is opened in favor of a subsequent mortgagee, the first mortgagee shall be allowed all his defense in obtaining the foreclosure under, 1. G. trust of paring by power or other's practice.

The time limited for pay. on decree for foreclosure.

Pun. 391. - may be entailed when special circumstances - viz. if the estate

Pun. 293. - is of much greater value than the cost of the debt, entailed

Rev. times.

Pun. 294. 181. co. 63.

182. P. 253. So where mortgagee was prevented from paying by a rebellion, time was entailed.

Pun. 294. 154. co. 63.

21. P. 161. 329. 49. Desert, for the mortgagee has at least an equal equity, of an absolute estate at law.

27. That this rule will not hold as against a
Pun. 158. 405. 116. 415. In which mortgagees may be no foreclosure
the off. at law though he is termed a volunteer
Pun. 294. 223.

15. 17. 291. 294. No protr. of the action for his unjust is a good con

admit of the first mortgagee having obtained a foreclosure

Pun. 235.

1 do. 138.

Pun. 278.

281. -

of the second, adverse to the mortgage, the foreclosure,

25. and be confirmed in favor of the second, if mortgage

27. Second mortgagee claim on the land - thus received, the

mortality dies in coming to the mortgagee.
Mortgage

And if mortgagee after having obtained a decree to
foreclose lien on the security given by borrower to
secure its debt, shall receive
...
Devises

Title to things Real by purchase.

For Precedent: Occupancy, Prescription & Perpetuity vide 266.331-33.
For Aliencation by Master of Records by special custom 266.333. 33.

1. Of Purchase by Devise.

A devise is a mode of alienation in which the devisee is enabled to take effect on the death of the owner.

As to what a will is vide Lovelace 1.4.

The right of devising estates among the Anglo Saxon Saxons

also existed on the introduction of the feudal system. It being in

consistent with the principles of feudal tenure.

The right was frequently exercised in some parts of

England under the custom of

 تقوم بالدفع. And, by local custom, on the privileges granted by the

Consecration.

The tenure for years & Chitel Interest generally were not affected
this particular by the feudal system being personality only.

The suspension of this right continued for many centuries

from the reign of Henry 2d to the latter part of the 8th. Part 1.

This practice was checked by the Stat. of 1695, No. 28, 29, 30, which
transfer to the legal estate, the use, then consolidated

Powe 1 4th. The distinction between them is defined by this Stat.
In the 30th year of the Statutes, it was enacted that all persons having a sole estate in fee simple, in co-heiress, or in Common of Manor, lands, or houses, have power to dispose of %3 of the same by devise. This Statute was explained by the

14th Stat. 216-7. 375. The first of these is called the Statute of Uses; it now all English tenures except copyhold, being converted


Copy. 9. copyholds are devisable. Further regulations were

made as to the manner of making devises by Stat. 17 Geo. 3.

29 Geo. 3. (f) which included

Statute of Uses similar to that of the Statutes of Uses, but by Statute of Uses further. We have also a Statute similar


the Statutes of Uses are generally adopted.

The power of devising now depends on Stat. 26.

52 Geo. 3. to explain by Stat. 26. The mode of devising is

prescribed by 29 Geo. 3. and Stat. 27 Geo. 3.

The power of devising has been explained by Statute, and is not

related to the age, ability, or capacity of person, but

by an act concerning the same as to wills.

A devise under the Stat. Gen. 1:180 is an instrument in writing, i.e., those that having described the premises,

Pleadings 3:156; 14:66. any writing manifesting an intention to make a testamentary disposition of lands, or having the formalities required by law will amount to a devise under them, provided, such

intention is not contrary to the established rules of law.

1 Sam. 3:17. 1 Kings 2:24. 8:4. an instrument in the form of a deed is the actually

Read Gen. 19:16. 3:30. delivered or such as may be retransmitted that statute makes


Plea 5:16. 1 Kings 8:19. 5:31. to a devise or will may be written at different times,

Wills 10:9. Comb. 1:14. 1 Kings 18:19. on different pieces of paper, which need not be joined together.

Wills 10:9. Comb. 1:14. 1 Kings 18:19. they all constitute part of one devise, if so intended. e.g.

Wills 10:5. 1 Kings 8:16. 5:31. One by one instrument devised Blackstone very by another

Wills 10:5. 1 Kings 8:16. 5:31. within two years. In the last example, devise

Wills 10:5. 1 Kings 8:16. 5:31. makes real partial disposition of part parts of his estate as

Wills 10:5. 1 Kings 8:16. 5:31. he may do. In this case, however, the instrument must

not be declared upon as the first will Griffith, but particularly

Wills 10:5. 1 Kings 8:16. 5:31. as the testator made his last will of such a part of his property.

Plea 5:16. 3:30. 1 Kings 18:19. 5:31. 1:16. To also one may make several devises of different interests in

Plea 5:16. 3:30. 1 Kings 18:19. 5:31. the same estate. e.g. devised to testator your father,

Wills 10:5. 1 Kings 8:16. 5:31. t his heirs - afterwards same lands are devised to testator's

Wills 10:5. 1 Kings 8:16. 5:31. wife for life, who having such a rent to the son. Both

stand as if made in one instrument - for

Wills 10:5. 1 Kings 8:16. 5:31. this is in fact only a renunciation, not tenure.
Devises

T. v. 20. 7. 464. So, on the same principle, a later instrument may modify
20th. 464. a devise made in the former one. e.g. A may devise the
former or annex conditions to it.

20th. 464. Such addition will operate as a reservation for a trustee.

20th. 464. As a devise may be by a reference in a devise to another instrument as a deed, make that
20th. 464. instrument, for the purpose of explaining the intention, a part of
20th. 464. the devise - e.g. 'I devise to X all the rents expressed
20th. 464. in a certain deed.' I of a direction by the testator to
20th. 464. 'to dispose of a certain sum as he shall by deed
20th. 464. appoint.' He makes the appointment.

20th. 464. So, after a will or devise is made & published,
20th. 464. testator may make a codicil, or codicil, explaining,
20th. 464. altering, restricting or enlarging the disposition before made,
20th. 464. in the will to which it is a codicil. 
20th. 464. The law annuls the codicil to the devise & considers both
20th. 464. as one instrument. By a codicil is meant an appendix
to a will or devise explaining, or altering, or
20th. 464. changing or adding to the devise or will.
20th. 464. If a devise or a codicil or both, or all, are in writing,
20th. 464. so that it is a devise by writing or writing or writing,
20th. 464. or writing, or writing, or writing, or all.
20th. 464. In the construction of wills it was held that
20th. 464. every devise of lands must be in writing. 
20th. 464. But the Ridges took the word writing in its most
20th. 464. extensive & vague sense, as including loose notes, mess
20th. 464. notes an even letter expressing same intention
20th. 464. Indeed it was held unnecessary that the writing
20th. 464. should be made or authorized by the devise. A devise
20th. 464. written by an atty in pursuance of instructions of
20th. 464.
The decision, last in his absence and not even read to him was good.

So it was held, that if one in equity had declared his interest to devise by hand, or another without any direction or authority, had reduced it to writing in the owner's lifetime, it would be a good device. But these two last opinions were then overruled — it was held that the devise must be completely reduced to writing during owner's life — thus void. e.g., if a devise was to be made to A. in his lifetime, it must be so reduced when he offered to A. in his lifetime, it must be so reduced when he offered to A. in his lifetime.

But when owner directed several distinct devises, and after one was completed, but before the others were, written, died, the former was adjudged good.

So it was held that a devise might be good in kind, and in part, e.g. owner assumed a condition to the devise without authority; condition is good, devise is not.

Also, where the device was to devise on condition, the devise was written with condition —

Here the devise is not written in testament, life time, and things interest. So I think speaking correctly.

Signifying the decision relevant unnecessary under these last, not necessary that his name should abovenote the instrument.
Indeed it was held that any writing the writer signed, sealed or written by decision was subject to the evidence of one witness was sufficient. A decision to this effect probably occurred in the case of Justice of Peace.

Indeed it was held that contingent interests resting merely in possibility could not be devised under the will of the testator. It is now clearly settled that they may be - i.e., possibilities created within an estate, i.e., contingent interests, are devised upon the interest vested.

Law of naked possibility; i.e., a bare authority, depending on contingency, over the estate of another. The party having this authority having no interest either vested or contingent.

Thus, to a person who for example, if the interest vested interest vested in an estate which is transferred to another in a manner not within the law of tenancy in common.
Decr 31st 840. But now by Stat. 29 and 29 an estate from ano.
agreement to devolve, unless there is a special appoint
ment, or devise, or unless the appointment of a special
appointee is made in the Stat. It seems authorized devise of estates.

From ante viii. the words are "shall have power to make their will, to of their lands & estate,"

which seems to include all estates which may con-
tinue after the owner death, & to which no other has a claim, which he the owner could not defeat by his own will. It does not thus include estates in tak-

ing line to that. Indeed by the 7th sec. of this Stat. it seems that one may devise any interest remaining after his death, which he might have transferred by deed in his life time. Stat. 24.

Dignities, offices, & franchises, they may be.
described in, but are not devolved. Ibid, within

Stat. 8. The non devolution is in the personal

vicinity, that in some cases, they may be exercised by
deputy, not devolved or descendible.

Con. 10 45, 6. they may be a remittance to the use of the well, not


A right of reentry on lands, depending on

the non-performance of a condition, is not devolved.

Con. 16 183. for he has not the land tile breach of the condition,

Was 993 422. not upon a contingent interest.

No estate in the land, strictly speaking.
of the device itself, i.e. the instrument, of the
subject matter of devises, within the eyes of fraud, &c. Commt.
In clausa relating to this subject in the Eng. Stat. of frauds &c.
Enact that all devises of land &c. shall be in writing,
$21st$. 376.
Signed by the party devising, or by some other person,
in his presence or by his express direction & subscribed,
in his presence, by three or more credible witnesses,
for Nat. enact that no will be wherein there shall
be any devise of real estate, shall be held good, &c. if they
are not witnessed, by 3 witnesses, all of them signing,
in the presence of the Testator. Substantially the
same with the Eng. Nat. except that there is no
expression, that provision made with respect to Testator's signing.

The object of these provisions is to guard men,
in extremis, &c. fraud, &c. to protect their estate.

"We devise to." No form being prescribed, &c.
more than in the eyes of fraud, &c. any writing
which would have been good, as a devise, under
Nat. 8th will now be valid, if the solemnity,
prescribed by Nat. of frauds, are observed, i.e. if signed,
by the party, &c. as the latter that requires &c.
hence,
as under Nat. 8th a devise executed according to
the Nat. may by reference to another instrument,
Devises

1. If the devisee be a part of itself, the instrument referred to is not thus executed, e.g., a devisee duly executed under this Stat. Changes his hands, with his legacies.

2. If another instrument, not thus executed, gives legacies, these legacies will change the land.

C. \(152\). "Of any lands or tenements" descriptive of the subject.

3. Deeds in trust, matter of the *enacting Stat.* Notice to foresees that, 

4. Deeds in trust, conveyance from land to land, must be to be in writing a manner,

5. As to those estates, afterwards, 

6. As to those estates, afterwards, the Municipal Law.

7. The Municipal Law.

8. The Municipal Law.


10. The Municipal Law.


12. The Municipal Law.


15. The Municipal Law.


17. The Municipal Law.

18. The Municipal Law.


20. The Municipal Law.


23. The Municipal Law.


27. The Municipal Law.


29. The Municipal Law.

30. The Municipal Law.

31. The Municipal Law.

32. The Municipal Law.

33. The Municipal Law.

34. The Municipal Law.

35. The Municipal Law.

36. The Municipal Law.

37. The Municipal Law.

38. The Municipal Law.


40. The Municipal Law.

41. The Municipal Law.

42. The Municipal Law.

43. The Municipal Law.

44. The Municipal Law.

45. The Municipal Law.

46. The Municipal Law.

47. The Municipal Law.


49. The Municipal Law.

50. The Municipal Law.

51. The Municipal Law.

52. The Municipal Law.

53. The Municipal Law.

54. The Municipal Law.

55. The Municipal Law.

56. The Municipal Law.

57. The Municipal Law.

58. The Municipal Law.

59. The Municipal Law.

60. The Municipal Law.

61. The Municipal Law.

62. The Municipal Law.

63. The Municipal Law.

64. The Municipal Law.

65. The Municipal Law.

66. The Municipal Law.

67. The Municipal Law.

68. The Municipal Law.

69. The Municipal Law.

70. The Municipal Law.

71. The Municipal Law.

72. The Municipal Law.

73. The Municipal Law.

74. The Municipal Law.

75. The Municipal Law.

76. The Municipal Law.

77. The Municipal Law.

78. The Municipal Law.

79. The Municipal Law.

80. The Municipal Law.

81. The Municipal Law.

82. The Municipal Law.

83. The Municipal Law.

84. The Municipal Law.

85. The Municipal Law.

86. The Municipal Law.

87. The Municipal Law.

88. The Municipal Law.

89. The Municipal Law.

90. The Municipal Law.

91. The Municipal Law.

92. The Municipal Law.

93. The Municipal Law.

94. The Municipal Law.

95. The Municipal Law.

96. The Municipal Law.

97. The Municipal Law.

98. The Municipal Law.


100. The Municipal Law.
Devises

And if a legacy is given originally out of land, the will makes the charge in effect a disposition of part of the land by devise. But, from the case of an instrument referred to in a devise—

Chents arising out of land are within the
Annuities of the hat, or an annuity to be given, with the rest of the land, to a heir giving a promise to obey to will. Hence it must be executed according to the hat. For this is not the disquieting of land, i.e. the land to which others refer.

The party to whom the estate refers to the land, the instrument, is desirable either by the act of will or by itself, it is the act of the party or any custom—

Of the Solemnities required in Devises by the


1. The devise must be in writing. This requires

The acts of 1, &c. are under the Act. of will. It is also necessary

The acts of 1, &c. The above writing is not a deed but a provision as to witnesses implies that it must be written.

This rule needs no illustration for it has been

given as to the instrument, sealing, the usual, is not necessary

2. Signed by the Testator, or some other person in his presence by his express direction—signing—

not necessarily required by the Act. Stat. by the Act, sealing is sufficient.
Devises

Swift 326.

But in the construction of it the rule of the Copy Act,

as to signing is narrowed—same rule as to Rev.

Holding is usual in Rev. but not necessary either

Code 175: Reel or in Rev. Holding in case of Deeds in a General

Code 176: Reel—mark of distinction between families

Code 177: Of signing. It has been held that holding alone

Code 178: amounts to signing within the Stat. Some point

Code 179: with the marginal

Code 180: note at bottom of p. 301. Lost by Dr. R. 2. Part 764. Part 86.7. Ordinary Court

Code 181: The better opinion is now overruled.

Code 182: But the same, written by himself,

Code 183: unless it appear that it was not intended. e.g. "J. B. maker."

Code 184: But if it appear that the name written in the

Code 185: body of the instrument, was not intended as a signing, it

Code 186: will not operate as such. As if there was an offer in

Code 187: the device being in five sheets, the maker signed the two

Code 188: first attempted to sign the others but failed. What good.

The case provides in this case he whom Line who

offers the device. The intention of law (the intent to

devise being certain) is that the name written (not rubric)
in the body of the instrument was intended to be a signing.
1127. 11. 2a. Devises subscribed by three witnesses. 1. Declined by State in their presence to be his will, his not signed by him in their testum, &c. – Devises. Nov. 24th.

2. Attested by three or more credible witnesses. The general object of this clause is to prevent the frauds consequent upon the secret execution of the subscription to the will, and to ensure to the settlor.

3. The settlor signed, witnessed subscribed.

1128. A deed, the Livery of the settlor, and the fact of the signing, do show the fact of publication.

1129. They are to attend to the settlor’s name or title of mind. For the signature, which they are to attest, includes in law, not only the physical act of writing the settlor’s name, but also the mental power or capacity of making a legal and effectual signature — an act with which they are to attend.

1130. 8th, 10th, 13th. Of making a legal and effectual signature — an act with which they are to attend. The settlor’s name must be proved — occurrence in the device — showing the execution to have been former act with which they are to attend.

1140. 8th, 20th. 24th.

1141. 8th, 20th. 24th.

1142. 8th, 20th. 24th. 30th. 38th, 113th.
17. The testimony of the subscribing witnesses for or against the
petitioner is not conclusive as to the fact of signing
a document as to their own subscriptions.

No doubt more that they may deny the fact of signing
secretly. They may be of the fact of signing.

The necessary course, then the witnesses,
should have actually seen the petitioner sign—an
acknowledgment by him to show that his name
appeared when the instrument was written by himself
(217. 75. 144.)

This is analogous to the principle of a subscription,
writing the name in my will as not

20th. 182.

15.7. subj. evidence of the fact of signing it seems; it is
not an acknowledgment of that fact.

It seems, however, that a written declaration
in the Land register of the deed, that his name was
written by himself is sufficient evidence to a lawyer of
the fact of signing; it is an implied acknowledgment
of a fact. signd re. in my will will be. Do you whether as
30th. 254.

actual acknowledgment is not necessary.

This will not be sufficient in pleading if demanded.

30th. 255.

Thirdly. They are to attend the publication. As
20th. 184.

publication was necessary before the final hearing. For
30th. 256.

is not taken away by it, he shall remain necessary.

30th. 257.

analogous to the ceremony of delivering a deed.

By the publication of a will it cannot come into
the statute. amounting to a declaration that the

30th. 258.
Devises

C. 81. instrument in his will, no form of publication is necessary.

C. 81.

8. Win. 125.

C. 81. 8.

C. 117.

Hence declaring the instrument as a deed has been held a sufficient publication. To hold, in a case where the witnesses were deceased, it is necessary to prove to the existence of the instrument to be a deed, the law takes notice of the fact that wills are often to be con- velled, and it is requisite that the testator's wishes, as far as they can be inferred from the instrument, should be adhered to by the witnesses. This is very last in execution, if it is not publicized, the will is void.

C. 89. D. 182.

C. 381.

C. 89.

C. 263.

C. 381.

C. 263.

C. 483.

C. 89.

C. 89.

C. 117.

C. 381.

C. 89.

C. 381.

C. 263.

C. 483.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.

C. 89.
But unless there is positive proof that the whole
was not present, the jury may, from the circum-
stances of the case, presume that it was present
454.

It is a question for their consideration —
that it differs from the subscription to the book at law.

Re to the subscription of the document

Dow 80, 90. 104.
3 Brum 775.
2 Blc. 577. 1775.
58. 468. 3 Br. 152. 270. Burke 37. 2 mod. 260.


682. 3

Yet the case is not decided. The only
oration is that it is impossible to — the presence of the Testator. Their words

Dow 237.
2 Blc. 377.


682. 3

The Testator might have seen the witnesses
subscribe the subscription in his presence,

Dow 237.
2 Blc. 377.


682. 3

yet this is not present. The latter word view is

Dow 237.
2 Blc. 377.


682. 3

of the contents of the book, and to see them.

Dow 99.
105. 87. 90.
3 Brum 775.
1 Br. 107. 472.

not decided. The only

oration is that it is impossible to — the presence of the Testator. Their words

Dow 99.
105. 87. 90.
3 Brum 775.
1 Br. 107. 472.


682. 3

the latter word view is meant for a view.

Dow 99. 105. 87. 90.
3 Brum 775.
1 Br. 107. 472.


682. 3

subscribe the subscription to his presence

Dow 99. 105. 87. 90.
3 Brum 775.
1 Br. 107. 472.


682. 3

because he in his power to see them.

Dow 99. 105. 87. 90.
3 Brum 775.
1 Br. 107. 472.


682. 3

Not necessary that Testator & witnesses should

Dow 99. 105. 87. 90.
3 Brum 775.
1 Br. 107. 472.


682. 3

subscribe the subscription to his presence

Dow 99. 105. 87. 90.
3 Brum 775.
1 Br. 107. 472.


682. 3

of the contents of the book, and to see them.

Dow 99. 105. 87. 90.
3 Brum 775.
1 Br. 107. 472.


682. 3

subscribe the subscription to his presence

Dow 99. 105. 87. 90.
3 Brum 775.
1 Br. 107. 472.


Nov. 24. 58

The subscription, the, in a contiguous

Comb. 15. 6. 1. Prov. 89.

Nov. 12. 4.

if not good unless testator might have seen it

Comb. 222. 167. 1279.

Nov. 94. 5. Prov. 283.

If the witnesses refuse to subscribe, all the

Nov. 14.

any mistake as to the identity of the instrument.

Nov. 10.

If the testator is insensible at the time of

Nov. 75.

not good. His presence implies in construction

Nov. 441.

a mental presence also; a knowledge of the

Nov. 75.

The attestation is in the room

Nov. 12.

with testator, the disposing mind, yet if he

Nov. 85.

inattentively; not subject to his

Nov. 75.

inatentive within the meaning of the statute, ignorant

Nov. 75.

of the transaction.

Nov. 85.

The witnesses must subscribe in testator,

Nov. 85.

The fact seems some way apparent, proved

Nov. 85.

presence, yet the fact that the subscription was

Nov. 85.

In presence need not appear on the face of the in

Nov. 85.

through the instrument and testator, even the testa

Nov. 85.

tions, the consideration of the two

Nov. 59.

instruments, for it being present in their descriptions.

Nov. 59.

indeed, if stated in the instrument, it is made in pursu

Nov. 59.

If the witnesses are dead, the testator may prove it.

Nov. 59.

in the contrary opinion.

Nov. 59.
“By three or more witnesses,” under these words it has been decided that if a devise is subscribed by A & B; & afterwards a codicil by B to A, the devise is not required by three witnesses within the Statute. That if the devise is not witnessed a codicil with three witnesses will not make it good. — Per. to the principle — it does not appear except in one case (C.H. 3. 384. 104. 5) that the devise was present when the codicil was executed. But if the devise was executed prior to the codicil, the devise must at several times in several distinct parts in which each case an attestation of one part is requisite.

What is the difference, from the will, a codicil constitutes but one instrument — a codicil I suppose is considered as being intended to affect an instrument already complete, not to consummate the instrument on giving it validity — attestation of the codicil, e.g. just as effectual as the original devise. But an attestation of a part of the original devise is intended to give authenticity to the whole.

But where there is a will & codicil on one piece of paper the question whether the subscription of witnesses belongs to one or both is left to be determined by the jury.
Devises

And as to the question whether a subsequent writing be a codicil or a distinct part of the original devise, it seems that if the subsequent part relates to personalty only it is to be treated according to the Part. This circumstance furnishes some plain evidence that it was not intended as a codicil but as an additional constituent part of the original devise. It is not necessary that the witness that called in should be present or not the same witness. Vaccination, 1st. 4th. 14.

But the most safe, for the want of any written proof, is sufficiently shown that all signed in testator's presence. 1st. 4th. 14. 1st. 4th. 13. But unless all were present together proof cannot be thus made. If no one is living, the handwriting of the testator cannot be proved: vide 36. 4th. 1st. 13. If the other signed in testator's presence cannot be shown, unless all were together. [Note the difference between proving the execution and attestation of the devise in a particular suit at law, which at law may be done by one witness, of the establishment or formal statute of 8th. 4th. 13. In which form the whole must be examined. In many the practice is to send the record to call and one to prove —

Credible Witness.
Credible Witness. — (This word not in Can. Stat.)

First, what are such? The word credible seems to be
unmeaning; the credibleness of the witnesses is never examin

If it means competent to receive any

Credibility is implied in the word witness.

Decree that a devise is not valid a witness as the

That requires — clearly is not to his own devise. One who

by his interest: no witness, cannot be a credible witness.

Interests: judge R. 1253. The rule applies to inter

Can a subscribing witness who is a devisee or

otherwise interested at the time of attestation be rendered

competent by any thing at least facts, as by settlements as

to their subscription. As when before attestation witness

was convicted of larceny —

is it well attested? — Held: attested by Effingham Lee.

is in a devisee's hand: knowing that the devisees must be competent,

at the time of attestation.
The present case had an annuity charged on
lands not released — interest inclining to Mr. Wyllie's
Memorandum. The case was carried to the Exchequer Chamber.
There was a delay. The case was compromised.

The question was directly decided in favour of a
device under such circumstances as Wyndham v. Chetwynd.

The words were due, but the debt charged on
the Lessor's estate before the time of examination. Device
was held upon appeal.

Two cases were decided for the first time.

Same opinion manifested by Lord Hardwicke
in Prior v. Hays.

Case of Lord Glenburny will in point to the
same purpose. Cited 1 Brux. 427. 8.

The devise
all had annuities charged on the lands by two wills
in point of time, at testator's death, not before
which was established — provision made.

Same point decided in Henderson v. Kenny.

Wardsworth v. Bank decided in favour of the devise by 1 Bl. 61;
overruled by 18. 1 Brux. 1799.

3. The question will need whether the devise to the

innitio is not void ab initio so that he might

vest as to the other without a release. Not positively

Stat. 25, Geo. 3. Being declaring in an authority

support of the opinion that the devise to a witness is ad
unto the witness
and the deponent who are the同一 b

not the same witness that he is a consistent witness

Title 711, page 5.

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.

5. Stat. provides that devise is ad

unto the witness

and the same witness, on the same case at the same suit.


That the Stat provides that devise is a tye of 

oath or evidence that the devise to a witness is ad

unto the witness

Pov. 122, 3.
Devises

313

Chap. 132. Sec. 1489.

In Eq. Raising no beneficial interest under the
device, is a good warranty. 1462.

It is a statute, where a subscribing witness, is competent,
if the intestate with Rises, whether the will states
such. If the Rises, the same legacy by two wills, to one of
1662. 407.

which Rises evidence.

Prov. 118. 1: 1255.

2. 5: 314. 457. 332. 337.

as to the former, for want of due attestation.

Who may Devise.

The Statute is that all persons who may convey
by barony, by a common law conveyance,
who are not disqualified at law. Law, as by the express
words of the Statute, will, may devise.

But by the words "all persons", in Stat. 32, 6, 139,

one meant natural persons, distinguished from
civil or legal corporate. Corporation cannot devise.

under this Stat.

As to natural persons there are four points:

314. 658.

2. 342. 638. or 607.

3. 14.

137. 1257.

Acts, 18, 1873, 3, 23, 32, 11, 8, 12, 8, 6, 6, 33, 1879, 1879.

As to natural persons there, are four points:
as explained by the 3d, 19, 18.

176. 339.

As to natural persons there, are four points:
determined by the Statute, or to a form court, 3d, 138, 1879.

consequence of this determination.

Rev. 111. 16, 129. 3, 19, 18.

Chap. 114.

Now persons who could before convey lands, during
their lives, cannot under this Stat. devise them.
A certain person of age, may devise by

11. An idiot is one who has no understanding from

21. A person is not an idiot if he has any inclination of reason so if he can tell his age count 20 x 2.

22. A person deaf dumb and blind cannot devise.

23. A person with a partial or total loss of memory is not an idiot.

Aside from what is called a disoming memory, the mind

24. The determination of the rules of the case, law is, in

25. Whether it exists, is a question of fact, in a given

26. In other words, a question of law, whether it exists, in a given

27. A thing so considered, is a question of fact.
4th. A mere court cannot devise in eqy. 1 Mo.

are supposed to be done by husband, &c.

free will — in Sec. 3. See Brown & Lane. Evidently valid.

9th. In Law, there is no such an office.

And it has been held, that a court, for a mere court to devise, was not good.

Decided in Brown, that a mere court may devise.

real property even to her husband. For the many.

at Brown, Lane &c. what is “real property” to her husband, taking the

husband's rights would be violated by the

construction. Per 9 & 10, 55, ex. g. n. to her, to

improvement. In 1005, by Statute

But under this Statute she cannot dispose of her husband.

Therefore, she cannot legislate personally with

About 60. This rule applies to personal property belongs

if the husband by marriage, or is entitled to live.

do. 409. It is 159.

Because it would be a will of his goods. Better broad

So it is in all nationalities generally. 110, 5, 301,

According to some, of the paralegal terms.

There still, then, to be nothing in the condition

of Consequence, to prevent a wife from disposing what is descent.

Leb. 399. and 499. if she, a husband, rights are not infringed. Real property — some

denial, the Statute does not infringe her, even when she

the term footing, respecting it as not subject to theft, variable

at Brown, Lane.
The 25th January 1787, there was a House of Commons. For whereas

...
Devises

are during coverture, & afterwards in trust for such
persons as the shall by any writing or instrument, a
device by the will be a good declaration of the trust
in equitable; not called a devise, but a writing
in nature of a devise—

2. By way of power over an estate: As if a woman
convey real estate, and an income to the use of herself for life
Remainder to such persons as the shall by any writing a
power over an estate; not so limitation in case of trusts
subsequently created, are now legal estates.

Every power thus executed takes effect as if the
limitation in the instrument of appointment had
been contained in the original conveyance or deed creating
the power. The disposition is considered as taking
place when the power is created. The substitution
of appointee does not take place, till the execution
of the power.

The deed of settlement is considered as the deed of
appointment. The appointment by devise, in these cases,
must be executed according to the Stat. of 1832.
Devised

This page contains a discussion on the concept of devises and the conditions under which a devise can be made. The text highlights the importance of testamentary freedom, the role of testamentary capacity, and the potential for a devise to be challenged or contested. The passage also discusses the qualifications of a person making a devise, emphasizing the need for mental capacity and the absence of undue influence. The text concludes with a note on the enforceability of a devise, particularly in cases where the devisee is a minor or an infant. Throughout, the document refers to legal precedents and statutes, such as Co. Litt. 52 b, 3 Att. 675, 4 W. & P. 1410, 11 W. & P. 298, 324, and other relevant case law and statutes.
For the survivor claim the whole by a title
paramount—The claim by death of the companion
the device after the death—'Joint tenancy'

and there cannot be a joint device.

The rule under Stat. 285, 3, 9, essentially

per. 141, 7, 6

1 Rev. Stats. 79, 3, 9. which expressly empowers persons held in several

Capacity, i.e., consent, exclusive devise in

1 Rev. Stats. 79, 3, 9. which expressly empowers persons held in several

Capacity, i.e., consent, exclusive devise in

To effect a joint tenancy makes a device of

Joint & survivor—Li companion retains the good

He had nothing to devise.

In 1 Rev. Stats. 79, 3, 9.

1 Rev. Stats. 79, 3, 9.

The rule under Stat. 285, 3, 9. is not applicable to

Their devise is the, testator devise all in

as to all land, of which, so

shall die thereof?

is not founded in

the interest of the testator, which

devise is in nature of conveyance

The owner must have a present interest—Some

opinion cannot. Also, devise with

from mee~
Str. 187, 1611. 35. Sec. 4 to an after purchase lease for pe-
3. Sec. 160, 1872. 8. or as a chattel: for a wife of personal-

infraventures is not considered, at com. Dam, as a gift of a
ternal cause, which
was in 1872, 1872. 8. or personal law as the appointment of
an heir of a devise, by custom, but necessary that
the devise should also recite, for the conveyance

Cov. 167. 9. 240. Roll. 876
Cov. 174. 6. 511.
Roll. 746

Sec. 66.
Sec. 37.

181. 11.
181. 11.

Sec. 170, 12.
Sec. 748. Roll. 205. Part of the owner being devised, under the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.

Sec. 748. Roll. 205. Part of the owner being devised, after the devise
Sec. 180. 5.
Sec. 24. 2.
Decided not to be—Contrary opinions—Within the same reason as if not to be decided.

Upon the same principle a devise by mortgage is not from the equity of Redemption, afterwards purchased by him.

It is true by Devise is not necessary—Ownership is subject to being byHold or devised or devised.

In descent by conveyance, right of power, equivalent for most purposes to actual power.

And in many, a person having an equitable estate in lands, i.e. a claimant to them in equity may in equity devise the lands themselves, i.e. by.

Dean 208 any

An action on a trusts in Equity for venire in a Bill by the letter the decree a specific performance.

This is not treated as a devise of a future estate. The land belongs to venire from the decree in Equity. But the land must not pass by a devise executed before the executive agreement in many.

No present interest in Equity—See 61/2 by

Sec. 25 2d. 143. Sec. 16.

1. By no other than a fee simple estate is admissible.

2. In 32 blanks. Being declared by Stat. to include estate in fee simple only.

The words of our Stat. Being good "Powers", etc. as other estates, "include" also estates from auter ele, &c.

3. Deeds, &c. interest are admissible at Comm. Law, as

4. Tenure for years.

But if, as to the subject matter, all land—

1. not admissible by custom—& admissible under

"Powers," etc. denote the subject

2. not the land's estate — all estates are not admissible, but all land's are, i.e. if the land

Loss of a desirable interest in them.

Tenements & hereditaments not admissible are not admissible under these laws, as personal possessions.

Writs in states, &c. of annual value, etc.

In personal hereditaments, not admissible. but in the

Owes only. etc. "Powers," etc. etc. etc.

1. to. 6. comm. 3. div. 8. comm. 33. sec. 22.

Owes. 6. comm. 9. powers. 8. comm. 33. sec. 22.

The words of our Stat. Being good "Powers," etc. as other estates, "include" also estates from auter ele, &c.

An annuity in fee is also admissible, &c.

1. to. 6. comm. 9. powers. 8. comm. 33. sec. 22.
What estate is recoverable under Stat. 8th & 9th i.e. what interest devisee must have in the thing devis'd

There are several estates of Land, called estates in

See simple - 1. See simple absolute - 2. Determinable.

3. See fee. 4th Conditional. - Since the Stat. 8th

See conditional are confined to persons, &c.

A person's

An annuity descends

All these are describable by Stat. 8th & 9th

simple in mind in its most gen'le sense, it is distinguished

from estate tail'd from another

An estate in Fee simple may be in forever, or

not in forever: as to the former there has been

no community of opinion - Esp. after 


See simple not in forever may be divided

into 1st Reversions. 2nd. Remainders. 3rd.

Remainders, executory devisees. 4th. Estates subject to a

condition of reversion.

Some interests are all describable except the

last. The former hav'den that the third class was

will estates in forever.

As to the devise of Reversions vide 15 Stat. 234.

10 Co. 92 2 Kent 287.

A devise in a tenant in an estate tail'd is

describable under these States of 8th Stat. 235.
Devises.

No remainder expectant on an estate tail is devisable.

In a life estate, the remainder is devisable.

In a reversion, the remainder is devisable.

In a life estate, the remainder is devisable.

A remainder cannot be made a devise to a trustee for B and his heirs.

So devise it.

10a.

What estate may be created by devise?

First in fee simple may devise an absolute fee simple.

Secondly, any other fee simple which can be created in the subject by act of the parties.

Thirdly, a fee simple after a term of years.

But a devise of a fee simple after a term of years is not good, unless to A in fee, and if the term is with heirs.

This rule is not limited to devises between joint tenants.

When devising an estate in a devisee, and to devisees, the devisee is subject to the same rights and duties as a tenant.

As to devises created by devise and executory devise, a devisee in fact.

If a devisee in fact.

If a devisee in fact.

If a devisee in fact.
Device.

To have in fee may devise to one for his life or
your own use; the excess may enter in these cases in
immediately on devise or death.

The devise in these cases descends to the heirs
of deviser.

So in fee after having devised for
life or in tail may devise other estate and of the
estate remaining in him, i.e. the devisee, till his
whole fee be exhausted. The devisee must, however,
when the expiration of the devisees' estate, pay it.
To devise in tail, then to tail, then to fee.

And a limitation of the ultimate estate remaining
in the devisee, at supra, may be either by may of
remainder or by devise of the remainder.

On a term of years in fee may be created.
by devise, and a term for years he
created out of fee, the move at term.

Estate created by devise may be absolute or
conditional, e.g. for life, in tail, after
the expiration of the devisee's estate.

And these conditions may be precedent or
subsequent, and estate on condition.

There are no technical words to distinguish
these two species of condition—every condition
is to be construed as precedent or subsequent according
Deeds

1. To the apparent intent of the donor.

2. A condition containing the qualifications ofDevices,
to take, is in its nature precedent, e.g., to precede
the conveyance to the person of absolute right.

3. Any conveyance by Statute or by marriage
with this consent is a condition precedent.

4. A devise to a tenant whose condition does
within three months after Statute date, to execute
a release of all demands to be a subsequent devise
of a present interest.

5. Estates created by devices may be either legal or
equitable — a devise of land (i.e., where device has
the legal estate) or of a less term than that of three years, is
a devise of a legal estate. The Statute requires the use
of a present interest.

6. But a devise of a use before Statute date was
an equitable estate only. At this day is a devise of
a trust in Equity. The devise is to be vested in trustees
when the legal estate is vested in one interest for another
Cov. 271. — A devise must be vested at Run to run before Statute date.

7. If land is devised to one whose use is limited upon it, it
cannot be created to be the use of any other than the devisee
for the devisee is the interest upon the face of
the instrument.

8. But if a use is limited, it will survive to create such use.
Cov. 274. — A devisee of land, if a devisee, will be executed by Statute date.
If land is devised to A. this devise is the use of A.
for life only, the use of the fee in possession

328

1st. to remain in fee in trust for another.

2d. to remain in trust for another.

Indeed such words are not expedient to the

But the equitable trust does not

include the legal estate. It is still an equitable

interest—equitable trust.

A devise for the conveyance of the legal

estate is a necessary in one case as in the

other—albeit.

It is Randall's says that all trusts are in

their nature executory.
Devises.

of

and a release of such authority by the person

empowered in writing. e.g. p. enpowered to sell

Note: 1476.

Note: 1764.

Note: 241.

P. 241. 2. 3. 4. 5.

The execution of the power must therefore be

continued with reference to the power itself

Note: 244.

Note: 1764.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Of course the power does not survive the

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.

Note: 241.
of the first word concerning the人身 of

The sale, the devise, or the testament, i.e. if the money

is to be sold, or if it is to be sold and a devise in the hands of the

Counsel 298. may sell alone - for they take an executory office,

209. 2 Sol. 298.

413. 314. 317. 215. before the same principle, it seems, that the estate of the

Test. 127. 2 Vent. 544.

Counsel, Dig. Adams, B. 7.

Counsel 390. If the person, thus empowered, to sell

refuses to do it - those for whose benefit, the sale was

intended may in Chancery compel him to sell -

If the person appoints should die, Chancery, it seems,

would supply a trustee.

Counsel 301. 12 Vent. 41.

296. 238. 245.

Law 22. 117. 21.

235. 117. 21.

300. 264. 267. to sell in a devise of an authority coupled with an interest.

So of one devise the profits of land to A, till his son

Counsel 260. 25 Vent. 21, to educate him. The authority of it, it is confirmed

307. 18. Dig. 21. an interest - devise of the profits is a devise of the

interest

In these cases the devisee not the heir here

Counsel 302. 12 Vent. 20. Hence the estate till the extinction of the time limited,

247. 245.

415. 245.

421. 235. 234. 234. if devisees should die, the representatives will hold the

207. 264. 267. 268. in the state, during the term limited - derived in Counsel 20 to refine

257. the estate during the term.
Devise.

The estate of devisee will continue till the expiration of the device. If the devisee be an infant, no appointment or appointment in lieu of an infant shall appoint by will, a power to appoint by devise to his children is a good execution of his power.

A power to appoint by devise is not executed by a mere residuary devise—e.g., by leaving a legal estate in trust with a power to devise to one of his children, devise all the estate to his son is a good execution of a power to appoint by devise.

Who may take by devise—

All persons may devise by positive law, may devise under 52. (1284) no imprisonment or device in trust in most cases, in all cases, devices to corporations or public bodies. (1285) An authorized devise to corporations for charitable uses, but a devise in trust not to be made by devise alone.
Devises.

In conveyances not incapacitated to take by devise, none but all corporations which can purchase.

Land may be devises.

But corporations by Court, are generally restrained by their charter.

Devises may be the natural of civil persons except in cases as the latter are disqualified by

the above State.

to the above State.

Courts.

1st. Natural persons capable of taking by devise, may be either in case, or not in case. Those in case, one may be devises unless restrained by some civil disqualification. Courts is no disability. Bastard,

indeed, may, at law, accept the devise, by agreeing to the instrument. Chancery will interpose to prevent him from injuring the devisee.

2nd. The wife may be devisee, as a wife may be devisee.


An alien may take on devisee, but he can hold from by office of office that he is an alien.

3rd. Only the devisee, and the estate then vests in the devisee.

9 Co. 44. 3 M. 255, 9, as I suppose in the State.

An illegitimate child cannot be a devisee till he has acquired a name by reputation; but he may then take by that name; e.g: a devisee to one of it, not good till he has acquired the reputation of being a citizen.
Devises

2d. As to natural persons not in esse, as children in reversion to move at the devisee's death — In this case,

Distinctions formerly taken between a present devise to an infant, in esse or in reversion, if a devise by way of remainder, the latter was held valid if the devisee lived when the particular estate determined.

If an estate is limited to one with a contingent remainder to his

unborn child, a posthumous child shall take so in the

latter part of time — Let you whether the devisee

to devise to a person not in esse, in reversion de futuro. In the latter case, it will

state that the person may take — viz. to an

unborn child when it shall be born.
Devised.

2 Nov. 124. The tenant in chief by way of reversion devine to the

29th. R. 126. \\

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.

12th. C. 345.
Devises

And according to the more modern & better opinions, any devise to an unknown child does affect such an infant

because it implies a disposition to take effect at its

birth—i.e. an executing or future disposition

as to the devise to an infant in centura [sic] mere with

a conditional limitation over it to child born unde


Civilians may be devises or to the 2d. of 18. 1. a good—2d

civil persons

must in case, if the intent is clear—ex. ex. L. the 2d?

If it is 2d.

But "particulars" are not such civil persons as

can take in that character—why?

does to the corporation such a person of town is good.

They devise must be properly designated on

a devise to such a church or town—when in a church or
corporation.

I cannot take 2d. The designation may be written

6 T 6 471. Comb. 488. naming or describing him, it the his name is

405. 405. 340. 537. mistaken state if, he is sufficiently designated by

applying to no other person.

Description 2d. may take 2d. if the name

applies to the other person—this requires to

be taken with qualification—lack evidence may

under certain restrictions be admitted to explain

the ambiguity of which, etc. & to the jury.

Conf. 216. 110. 347. 5th. State to the law of residuary is left—

3d. 32

2d. 32

2d. 32

2d. 32
and the description is not strictly applicable. P. 338.

18th. 410.

But the rule does not hold in favor of bastards. P. 339.

Hence also a devise to all the natural children P. 339.

A woman may take a devise under the description of the wife of... P. 339.

To a devisee may be constituted by an express or inaccurate designation: e.g. under a devise to mother.

In re, the description to the exclusion of one older daughter.
To a daughter may take under the description of
a life estate. The appellees in this case.

In this case excludes the younger.

The word children is a word of

sense in the last case was at the time

of the absence of words of remainder, it

hence it takes an estate tail.

The description of a devisee may be general.
Devises

By a general description is meant a designation of any person or persons who may happen to answer the description.

1st. Part or one devisee to P. A. in tail, remainder,

2d. Part or one devisee to P. A. in tail, remainder,

3d. To the next heirs male of the devisee, he who happen to be the next heir male so constitutes devisee.

4th. Device may be constituted by a devisee to

of the stock, family or house, but it will come to

the reversion or the house or family.

5th. If a devise be made to the nearest of the same

line and be the nearest relative of his name whether male

or female shall take, if not, the collateral

line of the whole blood.

6th. If a devise be made to the nearest of the same

line of the testament, next relation of his name whether male

or female shall take.

7th. A devise may be constituted by the words

next of kin to devisee, in which case the person answering

degree of kindred will take.

8th. Legal construction will be by the last testament,

and if a particular estate to another intestate

of testamentary death.
Devises

As the word "the nearest relations of my name" is a good description, such in this case relation in negro extraction includes all testator's nearest relations in the degree mentioned, e.g., all his brothers and sisters, unmaried, if he has no nearest relations. If testator explains who he means by nearest relations, persons not fallen within the description may take; e.g., to my nearest relations sans "the like or like". Here the latter the not in kindred, as the former shall take.

If one devise to his nearest relations, "according to the state of distributions" his wife takes nothing for the she would be entitled to a part under the "next. she is not his relation, i.e. not related by consanguinity.

If one in his request present proof that to my

The state of distributions areigated - So I suppose if

Yet deedses of land were then describ'd, etc.
Devises

In cases where the devise would ascertain the devisee in the last case, for that requires the succession as well to the real as to the personal estate of intestate.

Some devise land to the next of kin name to a question whether a daughter who by marriage has changed her name can take. According to some this is the distinction, if she is unmarried and at the time of the devise of intestate's death she may take, the married where the question arises. Lewis if she is married at the time of the devise of intestate's death.

But Judge Hardin seems to be of opinion that if the devise is immediate or by way of remainder.

No subject of law is unmarried at the time of the devise.

The 6th rule of construction founded a general principle, that if an estate of freehold is devised to one with an immediate or intermediate remainder in tail in the right, the fee simple in the two letters an estate tail. Lewis.

Where the remainder is after an intermediate limitation.

Some devise takes an estate for life the remainder in remainder if same
The word "Levi" in such cases, construed as a word of limitation and of description, i.e. to ascertain the quantity of interest given to the first devisee, to designate the person who are to take after him. - P. 343.

Where no previous foreshadow is known to the ancestor, the word Levi is an apt word of description as any other.

But as the reason of the rule has receded with the abolition of feudal tenures, let endeavour as far as possible to narrow the rule. It almost always defeats the intention.

An Levi may therefore at his will take a Remainder, as a purchaser under the description of Levi to the previous foreshadow intimated by the same devisee to his ancestor, if it appear from the devise that the word Levi he was intended as a Take for life only — whereas if it have been limited to the intestate Levi.

P. 343.
Devises

Page 343

[Revised text for clarity]

Page 360.
Is. 731.
18th. 103.
47th. 58.
36th. 200.

Here it is most properly, in its strictest sense, the word (in its proper sense) has been manifest.

If an estate is devised to A, for life, and to the next heir male of A, the words "for life only" are necessary. So when the word "next" is added, it is necessary to add the word "male".

Psa. 365.

2. A description of the devise may be special, i.e., an actual description of a particular person and a designation (as in the above case) of any person who may happen to answer the description, e.g., to the son of A. Here the description designates not merely a son but a particular son of A.

Rev. 365. supra. 24. So to the heir male of the body of A. This is a special description.

2 Nephi 669.
To the second son of A. This is a special description.
Devises

1. If it be necessary that the devisee named in the devise shall be a relative of the testator, the devisee must be a relative of the testator, and he must show that he is a relative of the testator in a court of law or in the force of the Statute.

2. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

3. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

4. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

5. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

6. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

7. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

8. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

9. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

10. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

11. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

12. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

13. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

14. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

15. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

16. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

17. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

18. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

19. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.

20. If the devisee shall be a relative of the testator, the devisee must be a relative of the testator in a court of law or in the force of the Statute.
A legacy to an execut or administrat or is a great rule of construction in all questions arising upon devises. That the intention of testator shall govern, if consistent with the rule of law.

This is the great rule in the division of devises. Editions have been much doubt whether an estate is given to one, remainder to the heir male or heir female of the body of the testator.

... daughter's devise, &c. life a woman. It seems she must be a man. The devise to a female is a great rule in the division of devises.

... distinction between the heir's title in the last testament and the devise to a man. The devise to a female of one's body is not a devise to a female as such. The devise to a male is not a devise to a male.
Part of one by device made to out of the land.

After all this, a general rule that if the description

shall take only this chattel real.

1. In re. 335. 10th. 5th. to distinguish from every other person the device shall

2. In re. 100. 10th. 5th. 1st. daughter of 2d. the name being Mary

3. To the wife 2d. 2d. son his widow name 2d.

4. 2d. son.

5. In re. 300. 1st. son.

If in re. 391. 1st. son.

6. In re. 100. 1st. son.

7. In re. 100. 1st. son.

8. In re. 100. 1st. son.

9. In re. 100. 1st. son.

10. In re. 100. 1st. son.

In case it is not sufficiently defined.

The device is good to the heir of it.

An alien - done of the person claiming under the

device is repugnant to the heir of it.

Now a device may fail of taking effect

A device may be ineffectual either from effect.
Devises

It is limitation contrary to the policy of law, to make an agreement to devise, under the defect of a grant.

Objections to the validity of devises are founded on some uncertainty or illegality being apparent on the face of the instrument, in which a doubt arises to whom of several persons, or to which of several things respective described in the description used in the words.

A devise may be either on a subject-matter or on a tenant in title.

Devises 1st. to the subject-matter, is an devise a grant of my lands to B. devise of a messuage or house with the appurtenances, devise no other.
Deeds

1. Rev. 21. 29. "Let there be necessary to the enjoyment of the house.
2. 1 Cor. 15. 18. 19. 20.
3. 1 R. 49. 10. 11. 12.

2° As to the quantity, of Deeds, e.g., I devise my feehold to my wife for 5 years, and after the 5 years, my three sons die. Before the 5 years are out of the feehold, it is divided.

3° As to the duration of a Deed, e.g., the possession in A. to be one of the sons of B. to be living; or, in the event of the death of any of my children, it shall be disposed of the same in the event of the death of any of my children.

As to uncertainty arising from a cause or cause, e.g., "if my son"
-2. 1 Cor. 15. 19. 20. 21. 22. 23. 24.

The person of the devise is rendered absolutely certain, the devise is void, e.g., "if my son," then being vacated. 2 Cor. 15. 26. If there is no two suitably named, then the devise to show who was intended.
Devises

Sec. 7. From the express circumstances, it appears that land is meant by the

words "by a devise of two of his manors of B."

Sec. 7. If the devise were of one of his manors of B.

device might exist.

Sec. 7. The devise of one of his manors of B.

device might exist.

[Illegible text]

A devise may fail of effect for divers other

reasons, e.g., because it is contrary to the

rules of law. (Relevant cases and authorities)

Sec. 7. The devise of B. to B.

Sec. 7. The devise of B. to B.

[Illegible text]

A devise may fail of effect for divers other

reasons, e.g., because it is contrary to the

rules of law. (Relevant cases and authorities)

Sec. 7. The devise of B. to B.

Sec. 7. The devise of B. to B.

[Illegible text]

A devise may fail of effect for divers other

reasons, e.g., because it is contrary to the

rules of law. (Relevant cases and authorities)

Sec. 7. The devise of B. to B.

Sec. 7. The devise of B. to B.

[Illegible text]
Devises

1. To what one will devolve the estate of another.

2. The rule is general, that if one devise to a person who is in debt, the same estate in the same quantity of interest in the subject matter as he would have taken by descent is not by devise.

The reason of the rule is: 1st. That the devise may not be dependent of the fruits of the devise. 2nd. That devises are to be construed as to the debts of their devisors, or to the personal estate of the devisors and the devisees. 3rd. That devises will not be construed as to the debts of the devisees. 4th. That devises will not be construed as to the interests of the devisees in the personal estate of the devisors.
To a devise of an estate for life only is a devise for life at least, if none further disposition is made of the subject matter, for he takes all the interest which he would have taken if there had been no devise of the
real estate, which description merges the estate for life.

It is the rule of law that if the charge on the land
"Be a devise of an estate for life only is a devise for life at least, if none further disposition is made of the subject matter, for he takes all the interest which he would have taken if there had been no devise of the
real estate, which description merges the estate for life.

1. By purchase, i.e. to my heir on the devise,

2. By prescription, i.e. to my heir on the devise,

3. By devise, i.e. to my heir on the devise,

4. By will, i.e. to my heir on the devise,

5. By purchase, i.e. to my heir on the devise,

6. By prescription, i.e. to my heir on the devise,

7. By devise, i.e. to my heir on the devise,

8. By will, i.e. to my heir on the devise,

9. By purchase, i.e. to my heir on the devise,

10. By prescription, i.e. to my heir on the devise,

11. By devise, i.e. to my heir on the devise,

12. By will, i.e. to my heir on the devise,

13. By purchase, i.e. to my heir on the devise,

14. By prescription, i.e. to my heir on the devise,

15. By devise, i.e. to my heir on the devise,

16. By will, i.e. to my heir on the devise,

17. By purchase, i.e. to my heir on the devise,

18. By prescription, i.e. to my heir on the devise,

19. By devise, i.e. to my heir on the devise,

20. By will, i.e. to my heir on the devise,
Devises

1 Rev. 12:1-8.
1 Rev. 11:12-19.

They are covenants each having a distinct moiety.

If one devise two daughters who are the heirs
and devise all his estate to one of his
heirs, for if the testor make half half devise
half was the devisee, with the other half
his devisee will be the devisee, with the other half
of the devisee, with the other half

And if devisee may make the devisee, with the other half

Lastly, a devisee may fail of effect, if he have,

PAR. 601. No. 1035.
Par. 701. No. 2543.
1012: 327. No. 242.
1012: 327. No. 139.
2 Par. 676: 626. No. 439.

This is the case even the devisee is republished,

No sale shall be had of land where the devisee is republished,

No sale shall be had of land where the devisee is republished,

No sale shall be had of land where the devisee is republished,

No sale shall be had of land where the devisee is republished,

No sale shall be had of land where the devisee is republished,
Devises

The waiver is often when devisee actually refuses to accept the devise. — 2 Vin. 443.

An implied waiver arises from some act of the devisee from which it appears that he does not accept.

The rule in Equity, that if a person having a claim upon land excepted at devise and will, if the devisee is a claimant or another part to demand the devise, is not proper. If no person is entitled on it, the devisee cannot recover. — 1 Black 176.

The doctrine of implied waiver is founded on the theory of a tacit condition annexed to devise, that the devisee do not distinguish the disposition that the testator has made.

And it is not necessary to give effect to the rule.

In such case, Equity will require devisee to make his election.
Devises

Part of devise is a Ct. not a mere voluntary
the rule does not apply: e.g. Where devise is part
of his estate for the payment of debts. A devise to it
another part to which a Ct. was a little title than
device, it may arrest his title to the latter to
still claim his share of the assets. Devise to pay
debts for the estate devise to Lt. in the case.

If devise to which it has a Higher claim
then testator is devise to be by any instrument and
exclusion to or to pass the land. It is Legacy to Lt. In
may claim the Legacy to land. First. Where the fact
condition does not apply, for testator has not disposed
of the land; or to that there is no devise.

First state if there is an express clause in the
device that a Legacy devising the will shall forfeit
his legacy, the claiming the land devised in the last
case will defeat his legacy, for there is an express
condition annexed to the legacy.

If testator gives a Legacy to one in satisfaction
on instead of a particular thing expressed, that shall
not exclude him from another benefit, the Legacy
claiming the latter contrary to testator will by
not testator in entitled under marriage agreement
to a portion in Pierre B., another in money.
Devises

He gives an devise in satisfaction of money
portion of devise to land to Bt. She may claim
both land & legacy.

And in all cases, in order to obviate devises to avoid
all interest, I must be clearly ascertained that the devises
taking both interest will defeat the general interest
of the devisee — e.g. Lotaton saying devised both
and to his wife, immediate devise to his wife.

In the case of Remainder, this will not prevent her
claiming devise in remainder. To a wife may
claim her marriage settlement, she is devised to her,
her residuary legacy.

A devise may fail of effect by Lotaton signing
in his lifetime what he was the object of the devise to
accord to — e.g. Lotaton devise 200 to complete
a building I afterward before the same extended
more than that sum on the house — the devisee shall
not have the benefit of the devise.

So a devise may fail of effect in consequence
of Lotaton devise 100 to a fraudulent devisee, under
the devise of land are void as of devisee's hand
or i.e. Her devisee entitled to satisfaction out of the
land if the asset fail — her devisee was joint.

Before the last devisee settling a devisee before set
2nd. He may, in the exclusion of Bt.

Lotaton no alteration.
Devises

Page 128. 22nd. 285. This word is literally continued.

The law relating to the settlement of deceased's
estate in parts, or of preference to devises.

This court affects the relative rights of Con-
returns, only. It does not relate to those of non-derivatives

How far evidence may be admitted to

contract, or upon a devise.

Pov. 471. 5.
2. 435.
C. 12.

Every instrument consists of matter of fact & matter
of law. The former may be amended & formed on any
issue in fact. As to whether the instrument was executed
whether after execution it was altered in

But matter of law is not the subject of an

changes, not triable by a jury, no provable as a fact. E.g. device to it to his lease

What estate? A testator's question of law to be
determined as a matter of legal construction.

an uncertainty. The former kind is of a latent

and ambiguity of the latter is patent.
Devises

175-8:
502, 678:
Nom. 345.

145:
500, 609, 899,
156-7, 411, 566.
2: De C.

673, 546.

Parr. 620, 674.

Testator's declaration may apply to the devise or to the person of the devisee. In both cases inadmissible when they relate to matter of law, vice to matter of construction when the face of the instrument.

As to the import of the devise itself, s. 24.

Devise to

Parr. 470, 573-8.

The heirs of his body. Remainder to the heirs male of

Parr. 340, 3-5

Or, to his wife for life, joint

Parr. 320, 338.

Qu. 24, 4b, 217.

Parr. 123.

145.

185.

210,

215.

Devises

Parr. 123.

185.

210.

215.

By the "in" of the devise, to the devisee.

By the "in" of the devise, to the devisee.

is not admissible to prove that it was intended to be instead of devise.

when a devise was on condition, and after

by the "in" of the devise, to the devisee.

when a devise was on condition, and after
So on a devise to Elizabeth daughter and evidence of his intention that the land should be subject to her husband's debts was excluded.

As to the person of the devisee. Testament declaration is not admissible as to matters of construction or law. If a devise to a person died, testament evidence not admitted to prove testament declaration. The devisee should have what he would have taken if the devisee were to pass. There is no ambiguity patent or latent.

To devise to the heirs of the body of or if the devisee wife or her issue, to all Testament, the devisee is living. The issue cannot take it in evidence of testament. His intention to give to all children even during life is not admitted. Whether or not the issue can take the living is a question of construction on the face of the devise.

So where Testament having mentioned two women, devised to "the" and evidence not admitted to these children of the testator was part. As to what are called matters of fact, i.e., as to latent ambiguity, the rule is that if there is evidence that is admissible to explain them, if the matter intended stands with words of the devise —

Thus, if one devise in grant to his son A, the
Oxon. 488-9.
2. 216-217.
506 58-59.
A. 472. 76-77.
W. 337-338.

2. 216-217.

The lower son was intended. The evidence
stands with the words — latent ambiguity, e.g.
10. 67-68.
18. 2. 157-158.
No. 221.

6. 260-61. The Testator supposed the Son to be dead, his declaration
500-501.

6. 260-61. So if a devise were to B of D, then being but Oxon. 490-491.

6. 260-61. A devise to B of the manor of Blerne having two
same name.
No. 490-491. A deed adverse to show which was meant.

1. 216-217.

To prove evidence has been admitted to show
whether an instrument was intended to be a deed or a
device. e.g. that direction was given to make a will.

1. 216-217.

If devise is wrongly named and is sufficiently
1. 216-217.

I am of that name, evidence is admitted to prove that

1. 216-217. But it is so not withstanding.

1. 216-217.

1. 216-217.

1. 216-217.
Devised

Pro. 494-5. 521. 5. To a devise to his seven children, a devisee
216. —

Pro. 495-7. 1 by 1. 1 by 2 — parish evidence good to show
that the seven by 0 were meant. But hard to decide from
ambiguity — matter of legal construction. Pro. 488. 20.

If the name given to devisee applies exclusively
to one person, the description is exclusive to another.
It may be used by fraud that the wrong name was
inserted by mistake. It seems — can any other
impossible admitted in such a case?

Pro. 496-5. 19th. 240.

Pro. 499. 29th. 240.

Pro. 500. 29th. 410.

Pro. 501. 29th. 410.

Pro. 502. 521. 5.

Do where Tenant gave a lieu in a name which
the name here, parish evidence allowed to prove that
Tenant knew such a person. I need to call him by a
milkname. 

Do where a devise was to the poor of it in
the County of P. & F. men not in that County
was admitted to ascertain the parish.

But if the person wrongly named is not at all
described, no evidence admitted to show who were intended
by name for men — the evidence supports
would not stand with the register. Pro. 488. 20.

The proof that it mistaken was by mistake.
If words of equivocal import are used, hard evidence is admitted to direct the application of them. This is done not so much for the purpose of furnishing a construction, i.e. an explanation of the effect or operation of words, understood as an interpretation, i.e. an explanation of terms not certainly understood; however some of the cases go further. [Note 1] 300. dev.

By arg. seniori juniori evidence is admitted to show that

Moore, 145. 8th Child was, meant so that a Daugh.

4th Sis.

might take, 90. 84.

In other cases, it is admitted to show that the

Lord evidence is admitted to show that the

stating that description by

in 9. to 9. declaration not provable.

But in these cases, evidence is never admitted to give words a sense which they will not bear in the face of the instrument. e.g. the word

dome sometimes construed to mean a grand

Sir at of these is a 9. living in 9. 65.

Pa. 678, 67.

mt. 318. 4th. 26.


2. 9. 67.

9. at the works of a verse which they will not bear

in the face of the instrument. e.g. The word

come sometimes construed to mean a grandson

But of this clear from the devise, that the words

were intended to apply to a son only, no hard

evidence admitted to show that the word was

meant to apply to grandson; this would con

trast the legal construction.
Devere.

1. Real evidence not admitted to supply any
3. M. 175.
4. R. ca. a. 415.
5. of M. — to a Charity evidence not admitted to show

where name was intended to file the plans.

1. Where the testator gave directions to have all his
2. personal estate given to his Ex. it was omitted by mis
3. state, evidence of the mistake not admitted.

Let a turn & Equity have also permitted some office

1. to explain words of equivocal import as
2. to the quantity of interest desired, i.e. whose proof
3. stands with the word.

1. Proof of Statutory circumstances has been
2. admitted to ascertain the quantity of Interest, the
3. import of the term being equivocal, e.g. devise

1. of Statutory whole estate to B. J. & paying Statute
2. after a "evidence admitted to show that personal
3. estate was intended to pay them & that therefore a
4. year must pass, that devisee might sell.

2. 1st. 41.
3. 246 & 49.
4. 18 G. & 20 38 & 20.
5. Stat. 20, 22.
6. 1st. 41.
7. 49.

1. "sentence that "estate" carries a fee, under
2. restrained by other words.

1. To whom the question was upon equivocal words
2. whether a Legion of Statutory personal estate
3. took it absolutely or for life only, the being
Devises

State the evidence admissible to show that devises

1. Proof has been admissible for some purpose as to
the nature of the devise desired - e.g. Device of the testa-
tor to pay $100 each year out of the land
320 acres to the children, or to put an annuity of $100 on
the land to show that a devise was intended.

2. Proof admissible as to condition of testator's family.

3. Proof admissible as to the application of a devise which may
be a word of the beneficiary on a limitation, e.g.

4. Device of the children or the income. Proof

5. Evidence admissible as to the state of testator, such
as ascertain its meaning. A devise must itself show
the time of the devise - if not in estate held in common.

6. Evidence admissible as to the state of testator, such
as ascertain its meaning. A devise must itself show
the time of the devise - if not in estate held in common.
Devise

Con. 518. p. 312. 2dly. In order to show that an
estate was intended,
Civ. c. 108.

Con. 519. n. evidence admitted to create an ambiguity where
there was none on the face of the instrument

But no evidence which does not stand well
with the words, the act
with the meaning which they prima facie convey.

Civ. 524. 1stly. Evidence in the children of A. in favor of
the declarant's intention that the devise to them
was not to be admitted. Thus where one

Civ. 524. 2dly. Evidence in favor of the declarant's intention
was not to be admitted from his own declaration

Civ. 524. 3dly. Evidence in favor of the declarant's intention
was not to be admitted as a conclusive inference
in favor of the declarant's intention.
Devises

an equity which is not an equitable claim, but the meaning of the rule as here applied to the case of a devise is this, that where from the face of the devise equity raises an inference which is contrary to the legal conclusion arising from it hand evidence is admissible to rebut or control the former, which is in effect to establish the latter e.g. if land is devised to one for payment of debt, the sheriff belongs to the heir. In equity there is a resulting trust as to the sheriff to the heir, etc. I.e. the trustee for the heir. In

act. 42. This case evidence is admitted even of testamentary declar
214 252 377
fall. 47. 246. relations to the. that of. was intended to show the
242 1324
116 322 289. etc. simplex
ab. 509

So where A took B's goods to sell and afterwards by a codicil directed the B's to pay him 200, evidence was admitted to show that both sums were intended to be given

act. 497. 5
214 677
fall. 77. way that he was not to have. etc. evidence admitted of testamentary declar. that B's should have it
Devises

and upon the ground that the evidence offered does not constitute the will, proof has been admitted to show that a devise was intended as a performance of a previous agreement - must, e.g., agreement between marriage articles to settle $200 to annum on the wife, husband devise to the $200 to annum. Evidence admits that the devise was intended as a performance of the agreement.

paid evidence admitted in all cases to counteract fraud, e.g., one devisee in real estate to an executor to charge the estate with an annuity devise to A, because A promised to pay it, evidence admissible.

of Revocations. Will & Devises.

Ambulatory until testator's death, i.e. ad coem.

Revocations may be considered under two general heads: 1. those before testator's death and under that classification.
Devises

1st of Revocation at Con Law

There are 2 kinds - express & implicit.
Express revocations at Con Law must be by writing or power. By writing, as by will or subsequent will expressly revoking the former.

2nd Kind; as if one having made a devise,

But in this case it must be clear that the words were spoken under revocation, e.g. when testa-

2d Revocation at Con Law, maybe implied - an implied revocation is by some declaration or act from nothing ground to presume that intention to

The words import an intention to revoke in future, do not work a revocation at Con Law, e.g. my will shall not stand, I will alter it. Some

Revocation - in Con Law - of an intention having

P. 75

Rev. 592

Rev. 675

Rev. 2, 155

Rev. 815

Rev. 583

Rev. 144

Rev. 497

Rev. 498

Rev. 495

Rev. 79
Acts of devise amounting to a revocation in law may be by writing or in part.

1st. By writing, as if one devise and a devise afterwards make another inconsistent with said devise, not expressly revoking it, it is a revocation.

Law: 3°. One devise his land to A by a subsequent devise to B on his first devise, all his estate to two to after the death of one of them.

Said former that a devise Land tent to in a subsequent part of the same instrument device that same land to B, at the state jointly, not to a specific legacy, or in the instance of the latter in the independent.

But a subsequent devise not containing the word of revocation does not revoke a former one unless inconsistent with it; as the mere fact that a later devise exists, the

found by a jury, will not warrant the estate being the former in revested in the.

For the second half, to the above, as to a party subject matter, or it may confirm

And the sti expressly found that the second
There is no clear textual content available in the image provided.
Devises

If one makes a second devise inconsistent with a former one under a false impression as to a matter of fact, which furnishes the motive to make the second, & the supposed fact after hi death proves not to exist - the fact is not revoc'd - eg. one devise land to A, & afterward by another devise recalling that it is deed devise to B, if it is aliv'd, B will take. This is a rule of no common law

But according to law, a false impression will not avoid the second devise, unless it is the consequence of actual fraud, or wilful misrepresentation is inferred in his own example. The same from his example to mean per perest, nothing more than misinformation as to matter of fact. For the case of fraud & distinction from the case of devises is one where the misapprehension is as to matter of law only - viz. it being doubtful whether according to the rule of law in Equity, I may devise my estate to the same devisee to be. Therefore in this case I may suppose the second devise good -

A former devise is revoked by a subsequent one on the principle that the latter is inconsistent with the principle of the former, the implied recension as well as the instruments containing
Devises

Case 4.
A subsequent marriage only operates in a subsequent devise to revoke a previous devise. (But the second devise should not be treated as a new devise, but as a reformation of the original devise.)

Rees. 554, 582.

Secondly, acts amounting to an implied reformation may be by statute or law.

Case 5.

Same as before, but an actual change in the circumstances of the devisee, or an actual or implied alteration in the will, is required.

525.

As before, but the circumstances of the devisee, or an actual or implied alteration in the will, is required.

526.

First, no alteration in the devisee's circumstances sufficient to operate as a revocation of a devise previously made shall be so held, as it appears from the language of the will.

527.

If no provision is made in the devisee for such contingencies.

528.

Thirdly, the subsequent birth of a child alone is not a revocation, but if the devisee has no children, or is not married, or is not the natural father or mother of the child.

529.

Firstly, no alteration in the devisee's circumstances sufficient to operate as a revocation of a devise previously made shall be so held, as it appears from the language of the will.

530.
The reason of the rule is said to be that from such a change of circumstances the testament is presumed to have changed the intention or left disposition of the testator. Hence any evidence written or oral is admitted to prove that testator has not altered his intention; i.e., to rebut the presumption, as in the case of a subsequent marriage of a child (posthumous), the devise is revoked if it seems that the testator did not know of the marriage at the time of his death; but in the case of a subsequent marriage of a child (natural), the devise is not revoked if it appears that the testator did not know of the marriage at the time of his death, even if it is subsequent to the death of the testator. And what legal effect can a mere intent to revoke have if there is no actual revocation?

What then is the principle? According to Lord Denison there is no actual revocation.
Devises

announced to every devisee at the time of making it
that the testator does not then intend that it shall
take effect if such a total change should happen in
his situation. This principle is approved by Lord
Mansfield. It is clear at any rate reconcile it with the
law where the dispositive has been of total whole estate
and it seems that if testator subsequent with a
wife and children are only provided for, either by the devisee
or by his dying intestate in fact, the presumption
of a change of intention does not arise from the marriage
in the fact condition is not annexed.

And marriage be since not unrelated to a devise made
in contemplation of such event, it preceding for the
future wife & children.

Provided the devisee has made a devise marriage, it is on this principle clearly interested
in a devisee. It being the devisee before the death
as in the absence of a devise in certain that
is in the estate power to revoke a devise he
has in the event, the devisee can do whatever

And if the wife survives the husband, it then becomes
again reissue will it revive of course, according
Devises

2d. Con the devise is not affected in these two cases any more
than that of a woman would be by her own act. A woman
may make a devise during coverture. And qu. non
for it has been decided that a femme covert can devise

But on alteration in the法人 capacity of
the testator to such a more than incapable of making
an altering devise, 141102 itself would a rectification
for upon this change, he too, as well, no power

Revocation: Enos no presumed change of intention

nor does it the same reason apply as well to the case
of coverture. the circumstances of marriage

Revocation may consist in an actual or implied
alteration in the sole devise:

Judgment of an actual alteration - In these cases the

Revocation is the consequence of a positive rule of Law

The intention of testator not regarded - Not found

an any presumed change of intention. Laws in the
case of revocation, effect by an intended alteration

The positive rule of Princiflfe referred to in this
that is the devise must be held (at the inception

Rev. 184 sec. 566. 611.
the devise of the estate altered, 14 the estate must
remain in the same right till its consummation

in 141102 then and remain to set.
Hence, any alteration in the status between the execution of the devise, which, if it create a different estate, works an implied revocation.

Such alteration in the estate may be by act of the devisee, by act of a tenant, or by act of law.

First, by act of the devisee, e.g., Dale the devisee sells the land to a third person and vests the devisee title. The devisee retaining an absolute estate in land, he makes no alteration in the legal estate only, retaining the beneficial interest or equitable estate, that vests a prior devisee of the land. e.g., one person devise a landlord makes a pledge of

Cor. 124. 84. Totten, 1848, 537. So if one having devise a manconveys it in fee

Proc. 167. 83. 1840. Brack 54. Thus takes a conveyance of the same kind.

Cor. 518. 12th. 576. 12th. 576.

The rule is the same that the conveyance in case it release, of which case, the actual proceedings in question is not changed in contemplation of law.

So where one devising land made a marriage

Settlement limiting it to himself & children, in case of settlement, remainder to his own right, e.g.,


will make a devise a devise of the same land.
The proceeding rule applies as well to equitable as to legal
estates, as if mortgagee having devised his equity of redemption
covenants it in trust for himself, the devise is voided

And an alteration in the estate acquired will

suffice as a renunciation even tho’ the alteration made

be necessary to give effect to the devise alone. But

if that devisee retained covenants to pay for the purpose

of giving a recovery suffixed to the use of himself in

say, the recovery is sufficed, but the devisee is

abrogated.

So if a man covenant to lease a pine to th

use of such persons as he shall name, in which

make his will to whom being a renunciation

of his covenant the will is revoked

And the rule is the same, as the alteration made in

obligation declared to be done. For the purpose of giving

effect to the devise, provided the devisee is entitled as of

a new purchaser. Thus where one made his devise

even to the devisee, to the devisee, to the devisee.

The devisee was adjudged a renunciation

gave the effect of a renunciation as in a renunciation

Thus further, if a man devise d in fee, but

1199, that he had made an estate last, suffer

a renunciation to confirm the will of a renunciation

0
Devises

And a specific devise of a lease for years is revoked by a subsequent renunciation of renewal of it -

And the rules in the same as to time for years which are renewable, e.g. one devise a lease holder, yet I afterwards renounce to take a new lease for the same.

But leases for years being chattel interest may be by devise notwithstanding a subsequent renewal.

Dev. 576.
2. Jud. 579.
P. 574.
2. P. 416.

Dev. 189. 20.
2. B. 174 - 1. 99
Dall. 257.
1. R. 575.

Dev. 574. 5.
2. E. 329.
92A.

Dev. 574. 5.
2. E. 329.
62A.

Rev. 52. 3.
1. Roll. 55.
Rev. 255.
Dall. 329.
Hand in fee, & afterwards covenanted to convey to & his devise was not revoked by the covenant.

But now as to of Equity, convey an executory grant to convey land as an actual conveyance such a covenant in respect with in Equity be the same coven"on, I covenanted for a right to a specific performance.
Devises

But a devise of an equitable interest in a trust estate is not revoked in Equity by a change of the trustee. e.g. certing a trust, leaving derived cause his trustees to enforce other trustees to the same use. 

no revocation in equity - no alteration in the thing devised, i.e., the equitable estate.

So if one having contracted by articles for the purchase of land devised it and then completed the purchase, no revocation or alteration in the devise, i.e. only taking the estate home

If the mortgage having derived pays back the mortgage, the mortgagee conveys the legal estate to a trustee for the mortgagee, this is no revocation; it is a conveyance of the legal estate, devise not revoked - no alteration in the estate devised.

When two instruments taken together constitute a new conveyance, a devise made in intervening time between the act of the first or the completion of the last, is not revoked. You are the facts taken effect by relation from the first instrument and a conveyance made to under a conveyance, then a devise, afterwards

Conveyance completed. When several things come together to produce one legal result, the last thing in order, are supposed to exist from the first.
A partition between tenants in common involves
1st. the object is no revocation of a previous
2nd. devise by one of them, and an alteration in demesne
3rd. 240. 241. devise by a joint tenant, and it
1st. of the said partition is to any other object
involves more than that of partition merely, it will
2d. 241. 247. 595.
contain any further disposition
of the estate.

Part II. 

ter, when a new or actual alteration
in an estate before devised, he shall evidence a
will to show that he did not intend to revoke, for
the revocation is not grounded on a subsequent intent
to revoke, but an arbitrary conclusion from justice.

Those in joint tenures are not

Secondly, acts in pais amounting to an implied
revocation of a prior devise may be given in
alteration in the estate devised — or, if devisee or

Deeds to which a disposition which is in effect, within
for want of formality, or of capacity to take in
the person to whom n — ex q. one having
received land make a deed of settlement of it
writ of venire — or having devised an
cession makes a grant of it, and the tenant never

Deeds — or having devised convey by deed of bargain

605.
170. 282.
174. 282.
170. 575.
54.
427.
175.
170.
170.
Devises

Cor. 616.7. In such attempts to convey imply an intention to revoke.

Cor. 616.8. Rescission, being founded on an

Cor. 607.8. express intention to revoke, the inference may be

Cor. 608. rebutted by internal evidence - as where devise or

Cor. 608. giving to his own use, is declared

Cor. 608. to have not to revoke -

Cor. 608. 1. by an intended alteration which becomes

Cor. 608. ineffectual, this an incapacity to take, in the person

Cor. 608. to whom it is made, of the devisee or devisee to a corporation, is a renunciation of the

Cor. 608. corporation cannot take.

Cor. 610. 2. By a subsequent ineffectual grant to one who

Cor. 610. cannot take - e.g., grant of devisees whole estate to his

Cor. 610. wife - is an alteration in the estate derived working

Cor. 610. to whom it is made, by the act of a stranger, as if

Cor. 610. a devisee or devisee's estate before seving

Cor. 610. for the effect of renunciation - the distinction is upon

Cor. 612. But a stranger cannot revoke a devise by

Cor. 612. leasing or cancelling it, if it remains ligible

Cor. 612. An alteration in the estate derived amounting

Cor. 612. to a renunciation is by mere operation of law a

Cor. 612. devisee made but not consummated before that
A devise may be revoked absolutely or conditionally in whole or in part only — absolute or total already considered

A mortgage in fee, the at Law an absolute revocation

of a prior devise, is now considered in equity as only a

conditional revocation, for tants, i.e. to and the debt

secured. So that if devises will pay the debt, he may take

the devise. 2d. 196, 2d. 143. 2d. 329.

So if the subsequent devisee were an absolute

conveyance to a to that it might sell the land to

satisfy the debt. And account with Scott for the

But a mortgage for years only is such at Law

only a revocation of a devise in fee for the term. That

reversion having the devisee it only a conditional revocation

feudates. So that devisee may take immediately on paying

the debt.

But a mortgage whether in fee or for years is
an absolute revocation as well in equity as at Law

of a prior devise, if made to the devisee, devisee mortgage

inconsistent. Same. Some mortgage and mortgagee

case of devise exactly faced. 2d. 144, 6th. that unless a

mortgage in fee is revocation. 3d. 144, 6th. —

Revocation pro tanto may happen by diminishing

within the quantity of interest in the subject matter,

...
Thus if a devisee in fee and afterwards leases to a stranger for life, the devise is revoked only quoad this estate for life, i.e. during the life of lease — not as to the fee.

To if some devisee an estate in condition remain after expiry of the condition it is revoked and the estate devolved is absolute.

If a devisee to it in fee and afterwards by a subsequent instrument make a devise of the same land to it in tail the second devise is a revocation of the former to the extent of difference between the two.

But the a lease to a stranger is only a revocation forefeiture of a former devise cutter, yet a devise to devisee of the land decides to commence from devisee's death or a total revocation. Devise a lease inconsistent one devisee to be at the same time lease + devisee one of mortgage where.

But a lease to devisee to commence in devisee's life time is no revocation or not for the term. For it may determine before devisee's death in hand with the devisee —
As to revocations diminishing the subject matter.

If one devise his lands to A & then revokes as to one of them, the devise remains good as to the other.

Two devises lands to his daughter & afterwards on her marriage settles a part of the same land upon her.

The devise as to the residue remains.

The Act in effect makes that no devise he shall be revoked otherwise than by some writing, or codicil or writing on the writing declaring the same to be inoperative, or by certificate or certificate or by some other writing, or codicil or other writing signed in presence of three or more witnesses, declaring the same to be revoked.

Held that the clause of the Act, not only to devise of land, but also to legacies or sums of money charged upon land, both to be revoked in the same way.

It does not affect implied revocations, i.e., such as are.

affected by a subsequent inconsistent declaration made in the gift of a child. It relates to express revocation only.

The former remain as at Comm. Law.

Revocations under the Act may be by some other will as prescribed in the first clause of the clause.
Deeds.

Nov. 531.

By conveying or by some other words, as if prescribed in the third branch.

In pointing out the two first modes of revocation, the first, it seems, to be the only declaratory of the Con. Law, except that the words 'will' or 'codicil' in the first branch of the revoking clause, are construed to mean such a will or codicil as would be sufficient to pass land within the prior devising clause; for after the devising clause a will of land not complying with it would be void, therefore not a will of land.

Whereas, the instrument contemplated by the last branch, not being referred in construction to the words 'will' or 'codicil' in the devising clause is construed to be an instrument of revocation merely, even not requiring the solemnities prescribed in the devising clause.

(Consider the first last clause together)

Hence a distinction intended merely to make a prior devisee one intended to make a new devisee of the same land, and to revoke.

The former, i.e. one intended merely to revoke will be effectual if it comply with the requisite, free words either in the devising clause or with those prescribed in the third branch of the revoking clause.

Note the requisite.
10. May 467. For, if it comply with the requisites in the devising clause, it will not be effective unless it conform to the devising clause, i.e., attested in testament. Hence:

Pac. 3454, 505, 56, 565.

But, in the devising instrument, it is intended to be both a devising and revoking instrument, it will not be effective unless it conform to the devising clause, i.e., attested in testament. Hence:

Pac. 3454, 505, 56, 565.

1 Mod. 17.

Undertake a former devise of duly executed, devise a devising a revoking instrument and it comply with the requisites of both clauses. If it conform to the devising clause, the revoking clause.

Pac. 3454, 505, 56, 565.

As to revocation by burning, cancelling, tearing, and other means, this effect is remain but for the effect of revocation in either of these ways, it necessary that the burning is bulky.
Devere.

Revocation is by these acts are in the
nature of implied revocation, as Lab. Law. Hence
the act themselves the done bycket are not
considered for as revocation, but as furnishing
evidence of a revoking intent. "Outward or visible
signs of such intent." If course they can't revocation
or not as they are done or not animo revocandi
Thus if done in should them in instead of sand
or in desire or having two should be mistaken
Counsel the latter instead of the former, then would
lie no revocation.

But it not necessary that the devise be totally
destroyed - even the slightest tearing is if accompanied
with a declared intent to revoke, will be a revocation
as where one slightly tore the devise in the thing
of the fire - and it fell off is was taken up
and be declared that it should not lie his will

Rev. 634-7, Rev. 453. So if there are duplicities of a devise it testam
one part animo revocandi, the other is revoked.
Then act, depending for its effects on previous intention, amount in some instances only to declarative revocation, i.e., when done with reference to another act intended to affect a new disposition.

Con. 604. Then revoking effect depends upon the efficacy of the other act. Thus where one thinking that a new devise of his estate was complete, when it was not,

love of the sels from his first devise, for being informed otherwise absolute to the memory he, in the name, completed his subsequent devise the first, was not reached. Note the analogy to the case of disposing & revoking will

be null, obliterated in favor by testamentary revocation, maybe good as to the next; thus where, in having revised all his estate to A, except B, on leaving revised all his estate to A, except C, the instrument made under the revoking clause

of the first, not valid the testamentary revocation is on the face of the instrument unless it was intended to operate the revoking part.

As that in favor on the subject of revocation.

The rules of the Con. 604 apply here, in no revocational decree.
Devises
of Republication

A devise, the revoked, if not actually destroyed, may be revived by a subsequent republication.

For being and declaring the testator's death, it may as well be confirmed or revoked.

And before the testator's death, a partial declaration was made to revoke, so they were subject to republication for a devise.

1. At law, republication at once, since the Act of 1804.

2. At common law, republication were most favored of course every slight words would affect a republication.

Thus, if one having made a devise of his land, through purchase other land, then deliver his with a breach or verbally declare that it was his will, it would be, re-published, the land to purchaser has by it.

So if one having devised all his land to his heirs afterwards purchase other lands, should be applied to, to sell the latter, and should rely upon them, who will go with my other land to my heirs, the devise would be re-published. I would save the land thus purchased.
And according to one report of the case cited from a St. P. it stated saying on an application
in any, my will is in a box in my strong, now in the
-10st.- If there was "my will in the hands of Bl. 

Devises

To any act subsequent to the declaration of a

Devise 1. Showing an intent that it should remain

used to a republication e.g. delivering

the same in the form of such intent.

To the subsequent appointment of new Devise

But the subsequent appointment of new Devise of a Legacy was held to be no republication

-lication of a devise of Land -

and it has been held that the mere addition of

2. Devise is a radical, taking no notice of the devise would be a republication

3. Devise to a new

4. What is a republication, because it may not have that the Devises in

Contemplated the Devises as there is existing. Section 805 6

18.6 406
Personal gifts only, will and to a repudiation of devises.

For the further proof of the last will, whether expressed to be so or not, a considering his will at existing and being made in addition to it, is of course confirming any of it, so far as it does not wrest: as to the
question under the last of pranks to wise, 667 in

a. 608, 663, 604, 448-449.

10. 16, 448, 449.

11. 442.

So it seems any words in the codicil showing an intent to confirm will and to a repudiation for e.g.: "I desire that this writing may be a further land my last will a testament."

A repudiation, since the last of pranks to wise, that of pranks and not can stat. makes any other provision with respect to a repudiation of devises.--But all the effect of a repudiation is.

16. 667, 164, 532, 463, 183, 440, 46, 21, 10.

17. 442, 443-444, 448, 449, 445.

18. 329, 482, 483, 484.

19. 320, 482, 483, 484.

20. 320, 482, 483, 484.
Devises

No codicil says devise can and to a repullication unless, it comply with the forms set, as required by the law of the Statut in the presence of three witnesses.

The Statut requires in the presence of the witnesses. The law, not necessary in the original devise: the case cited from Comyns does not warrant the decision.

Where the codicil was then executed, the law good, that such execution not absolute necessary.

The codicil should instead be published in the presence of the witnesses, as decided in that a beast is good. — 1 Roes. 32.3 const. 1912.

But the decision of the Statut does not extend to implied or constructive repullications as the succeeding cases. E.g., in 1717, clause does to implied reversion.

To devise of leases hold estates are not affected by the Statut in years of years. Will 1717, not bona in relation.

In issue particular,

Notwithstanding the Statut, as at some shall no express words of confirmation are necessary if noon in a codicil to repullication.

(Continued on page 77.)

To also by the better opinion every codicil to a devise the not annexed to even. Thus it announce different estates only will amount to a repullication if executed according to the Statut, e.g., see devise anual estate.
If one having devised all his copyhold purchase to a devisee, in his will, the devisee is a republication of the testator. But no one doing nothing in this way of forming a devisee by republication is competent to the estate.

The effect of a republication is to give the devisee a new date of the devise after the devisee, and when the devisee has rightly acted, the devise of the devisee is not a republication, but is a republication made by the devisee, and the devisee is competent to the estate.

Hence, if one having devised all his land in severalty, A, resides thereon, and the devisee, B, renews the devisee, the devisee of the devisee is a republication, and B is competent to the estate.
Devises

To if one devise land to his daughter and to her subject to any controul of her husband, the same
having a husband, if after the husband's death it shall
be resubmitted to any subsequent husband.

But the effect of a re-submission of some
portion than to quit the word of the devise, the
same declaration as they would have had if origi-
ally written at the time of disposition.

Then if one devise land called Blackmore
other land called Whiteacre re-publisher
Whiteacre will not pass. If if having devising
all his land to A, he purchase another land to
re-publisher, the latter will not pass.

Hence also words intended in the original devise
on words of limitation, cannot by a re-submission
be made to operate as words of tenure.

Thus if one devise to J of the term of his life to
be re-publisher, it's same cannot take.

To give one having devised land to his son
if after the son's death he was declared that the grandson
should take the land, for father having said it would
and law allowed. And so did not intend to designate his son

Comm. 676
3 mod. 376
1st. 340
2d. 268
1st. 649
Note: intention is to be collected in gene

from a reference to the state of things existing at the
time of making the will, not of the death.

A codicil may redistribute a devise or part of
the
subject matter only expressly, or having devised his
real estate to two, revoked it as to part of the estate by
settling that part among one of them, if then by

codicil confirmed it subject to the remainder.

Hence from the other part should go to the two

But a codicil cannot give the original devise

any intendment want which did not before

belong to it — its effect is to set it up in the same

condition in which it was at its inception.

Hence if the devise itself is not executed according

to the Act 25, 1854, codicil which in this executed will not

be effective to the intent of a codicil which in that executed will not

be effective.

Dr. Broome says of the latter that it is a

man denied this "all the lease which I now hold"

afterwards renounced these unexpended

not paid by a repudiation. In for the want

since the same effect as if the devise had been

made at the time of repudiation.

A devise may be repudiated by some renunciation

of that repudiation may be by an original want

of capacity in the devisee.
A Dr. may make a devise at any time, 1167 1168. age to execute it,
1168. 1169.

A Dr. may be quieted in the real estate, 1168. 1169. or which he comes of age by a partition of a day.

A Dr. will amount to it in Equity - 1170. of the Intercarbon of Courts as to devices - 1171. The ecclesiastical estate in any case - 1172.

The jurisdiction over Dr. of land only - 1173. 1174. in such cases - 1175. to prevent from proceeding in,

1176. 1177. 1178. the probate of devises - 1179. 1180.

yet now if the devisee contests the same -

1181. 1182. 1183. 1184. 1185. 1186. 1187. 1188.

1189. 1190. 1191.

the probate - no evidence of

1192. 1193. 1194.

a person entitled to the conclusion - a probate may

1195. 1196. 1197.

be given in these cases for the recovery of the

1198. 1199. 1200.

or to the real

1201. 1202. 1203. 1204.

estate of the devisee - no evidence at common law -

1205. 1206. 1207. 1208.

or to the possessory estate.

1209. 1210. 1211. 1212.

An action to the use of this decision in all cases -

1213. 1214. 1215. 1216.

a Dr. may be quieted in possession of the land.

1217. 1218. 1219. 1220.

not evidence at common law -

1221. 1222. 1223. 1224.

or to the possessory estate.

1225. 1226. 1227. 1228.

In cases as well as wills are proved by evidence -

1229. 1230. 1231. 1232.

but no attempt to the use of this decision in all cases -

1233. 1234. 1235. 1236.

the probate - no evidence at common law -

1237. 1238. 1239. 1240.

or to the possessory estate.

1241. 1242. 1243. 1244.

In cases as well as wills are proved by evidence -

1245. 1246. 1247. 1248.

but no attempt to the use of this decision in all cases -

1249. 1250. 1251. 1252.

the probate - no evidence at common law -

1253. 1254. 1255. 1256.

or to the possessory estate.

1257. 1258. 1259. 1260.

In cases as well as wills are proved by evidence -

1261. 1262. 1263. 1264.

but no attempt to the use of this decision in all cases -

1265. 1266. 1267. 1268.

the probate - no evidence at common law -

1269. 1270. 1271. 1272.

or to the possessory estate.

1273. 1274. 1275. 1276.

In cases as well as wills are proved by evidence -

1277. 1278. 1279. 1280.

but no attempt to the use of this decision in all cases -

1281. 1282. 1283. 1284.
Devises

The devise of an estate trustee or intestate under the

order of Partition settles the proportion of those entitled to it

unless it is shown on the appeal to be erroneous. That has

nothing to do with the question of title.

Cor. 695. 91. 4. 170

1 K. 17. 28. 10. 548.

2. K. 18. 2. 29. 324

2. K. 2. 28. 9. 290.

1. St. 1. 3. 28. 12. 63.

3. St. 1. 3. 28. 17. 123.

Case 695-5. 92. 28. 344.

1. St. 17. 8. 28. 8.

2. St. 17. 8. 28. 24.

66. 5. 99. 170.

1. St. 1. 3. 28. 12. 63.

3. St. 1. 3. 28. 17. 123.

66. 5. 99. 170.

2. St. 1. 3. 28. 24.

The devise of the estate of a trustee or intestate, under the

order of Partition settles the proportion of those entitled to it

unless it is shown on the appeal to be erroneous. That has

nothing to do with the question of title.

Cor. 695. 91. 4. 170

1 K. 17. 28. 10. 548.

2. K. 18. 2. 29. 324

2. K. 2. 28. 9. 290.

1. St. 1. 3. 28. 12. 63.

3. St. 1. 3. 28. 17. 123.

Case 695-5. 92. 28. 344.

1. St. 17. 8. 28. 8.

2. St. 17. 8. 28. 24.

66. 5. 99. 170.

1. St. 1. 3. 28. 12. 63.

3. St. 1. 3. 28. 17. 123.

66. 5. 99. 170.

2. St. 1. 3. 28. 24.

695-5. 92. 28. 344.

1. St. 17. 8. 28. 8.

2. St. 17. 8. 28. 24.

66. 5. 99. 170.

1. St. 1. 3. 28. 12. 63.

3. St. 1. 3. 28. 17. 123.

The devise of the estate of a trustee or intestate, under the

order of Partition settles the proportion of those entitled to it

unless it is shown on the appeal to be erroneous. That has

nothing to do with the question of title.

Cor. 695. 91. 4. 170

1 K. 17. 28. 10. 548.

2. K. 18. 2. 29. 324

2. K. 2. 28. 9. 290.

1. St. 1. 3. 28. 12. 63.

3. St. 1. 3. 28. 17. 123.

Case 695-5. 92. 28. 344.

1. St. 17. 8. 28. 8.

2. St. 17. 8. 28. 24.

66. 5. 99. 170.

1. St. 1. 3. 28. 12. 63.

3. St. 1. 3. 28. 17. 123.

66. 5. 99. 170.

2. St. 1. 3. 28. 24.

695-5. 92. 28. 344.

1. St. 17. 8. 28. 8.

2. St. 17. 8. 28. 24.

66. 5. 99. 170.

1. St. 1. 3. 28. 12. 63.

3. St. 1. 3. 28. 17. 123.

The devise of the estate of a trustee or intestate, under the

order of Partition settles the proportion of those entitled to it

unless it is shown on the appeal to be erroneous. That has

nothing to do with the question of title.

Cor. 695. 91. 4. 170

1 K. 17. 28. 10. 548.

2. K. 18. 2. 29. 324

2. K. 2. 28. 9. 290.

1. St. 1. 3. 28. 12. 63.

3. St. 1. 3. 28. 17. 123.

Case 695-5. 92. 28. 344.

1. St. 17. 8. 28. 8.

2. St. 17. 8. 28. 24.

66. 5. 99. 170.

1. St. 1. 3. 28. 12. 63.

3. St. 1. 3. 28. 17. 123.

66. 5. 99. 170.
Devise

As to the conscience of the Devisee, up to ye. if
agrees to give to a $1000 in ten-rolls in consideration
of the Devisee lends to him, the title are forg'd, it
Can be made trustor for this loan, for the breach of
conscience which is equity in a friend.

On a similar principle the holder on the other
hand that if one being about to provide by devise for
his younger children is prevented from doing it by
the devisee promising to make the same provision
for his children, or any

and where one devise

for college loans for it, College would not exchange

this act to have the land intended to
be exchanged.

In gent. questions arising simply on the words of
a devise are to be determined at law, But Col. may
decide questions of this kind if there are circumstances
requiring equitable interposition.

Where the issue deviant out of Col. that the will would the evidence at once, the
application of it, so that a fair investigation may not be
inadequate, or if the will directs that one of the parties shall
produce certain deeds or writings, that he shall not
It at such a suit an unconscientious defence as that he shall admit a copy in evidence instead of the original device is —

If giving a device in evidence at law.

The best proof of a device is the production of the instrument itself; and, generally, the best evidence is required in all cases — e.g. when one claims under

1st. an interest in the device, it was latter to be seen

2nd. the probate of a will, or the instrument, if no evidence as to a title to land — as to land the

hence, the probate of a will of land is that it

is not evidence even of the will is lost; for such

Probate is a nullity.

But yet it is said that the probate of a device is

desirable, accompanied with other circumstantial evidence

is admissible if the device is proved to be lost.

And it seems that, if a device remains in the key order

often. A copy of it is admissible in the sale of the key.
Index where the O in which it is lodged. Tor jurisdiction
over the subject matter a copy i.e. an official copy
I suppose may be read

But if proof of the attestation is required that must
be proved by a subscribing witness. Section 881 is clear
This is a fact not provable in its own nature by copy

I think Law can a prove of the copy or they
is not that conclusive evidence as to the fact (port)
at Law however one of the witnesses is subject
to prove what all have attested. But he must be able
to testify not only that attestation executed but also

And if the others did the same, does he does not fully
prove the execution. The in their testifying the
device may be read to the jury

But if one of the witnesses refuses to swear, it seems
necessary to prove the fact of his attestation.

And the subscribing witnesses are allowed to deny

When the facts which form the subject of the instrument
are presumed to have attested e.g. his own attestation.
Contrary to this justice states they could not justify.
Devises

Case 711.

Stn. 1936.

1 B. C. 365.

C. 254.

Case 716.

Stn. 70. 264.

Stn. 70. 266.

3 B. C. 357.

Of proving a Device in Chancery

It is usual in Chancery when a title to real estate depends upon a will to prove it in Chancery—especially if the will is of modern date—by showing that the Testator had the necessary capacity, and that he made a will of such a nature as to prove his intention to make such a will.

The proof of a devise in Chancery is an effect conclusive when the issue is determined in a court of Law, for if the devise or any other devise after the devisee attempt to controvert it, Chancery would issue an injunction to prevent.
In the old law, a suit composed of the several vindications

But if it will not declare a device founded upon the

It has been held, that such a device for the

And the Law, voluntarily, make, in fact,

yet the device will not be declared to be well founded

The practice of a device in old laws being

The practice of a device in old laws being

And the rule is the same in England, that one of

The Law, has a right, to claim that all of the

Before the device is admitted.

The Law, has a right, to claim that all of the

But the practice here is the evidence of title.

And the rule is the same in England, that one of

out of the power of the party claiming, to obtain

The several vindications, and the device founded upon the
Devises

When a commission issues from Chancery to take depositions to prove a devise, the devise is itself delivered out of the chancery office on notice being given. In some instances Chancery has ordered the perogative Ct. to deliver it out on Judge's notice.

A bill to perpetuate the testimony of witnesses to the devise of a lunatic will not lie in his life time. The lunatic may recover.
When a commission

is duly delivered out

Was issued to

1871-3

Sec. 967

1871-627