Charles Levy
Boston
Lectures

on

Real Property.

The Hon. Judge Nucet & James Gould Esq.
Delivered at their Law Institution.

Litchfield, Connecticut

A.D. 1813.
Real Property

Initial observations by the Honorable T. Hearne

I have never seen any definition of real property which is perfectly accurate.

It is sometimes said to be immovable in the nature of personal property. But an estate for years is personal property. The definition is not therefore correct.

So real property is said to be such as descends to a man's heir. But an estate for life is real property, and does not descend. The other real property is descendsable.

His issue descend to the heir but still they are personal property. This definition is not therefore correct.

That property which is real is, roads is either a real estate or an estate for life.

In fact it would not only be the earth but the water and buildings and every thing that grows on the land. It is easier to say in quantities in code. And to a grant of lands the growing crop paper unless excepted will be such.

Incorporated property may be real. When so it consists of some right spring out of a corporeal hereditament. As a right of way or a right of fisheries which may be owner by a man who is not the owner of the land.

And these incorporeal hereditaments may be for the real inheritance and they may be created corporeal in a creation of law. There is one kind which belongs to the term only of get no real property. I mean annuities and

are annexed to the heir.
In real estate there are various interests or estates in fee tail, in fee simple, for life. These are real property.

But besides these there are other estates in land which are merely personal property. As estates at will for years or by sufferance.

In Europe the first estates were mere personal estates at will. The tenants then became anxious to have a more permanent interest. The barons then granted estates for years, after this they granted estates for life. But there was then no idea of land's being descensable. And hence the measure that an estate to be only an estate for life.

Now they introduced the word heir, which was to show that the estate was to descend. But the idea then was that no one should inherit unless he was of the blood of the buyer or purchaser. And this is still a maxim in the law.

And then they introduced a fiction where the grantee had no children, or that the land descended from a former ancestor so that the maxim is still preserved and collateral relations lost in as heirs. This estate became descensable generally. But still there was no such thing as converting away the estate.

And finally it became desirable for the owner to dispose of the estate, so this was finally allowed.

The estates given in this way were finally like our estates in fee simple, only designated the quantity of the estate.

And finally the barons desired to restrain the conveyances, conveyed them, with words of limitation.
Real Property

Con as to the man's the heirs of his body. But then the judges held these to be grants of free simple conditional.

But the statute was finally remedied by a fiction by which the estate was docked. This is effected either by fine or common recovery.

The common law therefore is not now descriptive, but merely denotes the quantity of estate. And no estate can be created without this word; however clear the words by which they are created. So, if an estate be given in fee with a remainder that it shall be remainder. This is called void; in a will, the law knows no such estate. So a covered by a will, or by the law. Here has arisen a great dispute. The rule in Shelley's case is that of an estate is given to is for life and to his heirs that the first taken has an estate in the simple. It is held in one class of cases, where it seems perhaps equally respectable that is a life for life.
Real Property

The former class included that the particular heir must be named in order to make it an estate tail. But if it is apparent that the word tail means some particular person, then we agree that this is a limited estate, and if it is given to it for life remainder to her son, or if now living, she has an elder son. For my own part, I do not see why, where the word heir is used in this technical sense, there are words which clearly denote the intention of the testator that the first should take only for life, and that there be no consideration an estate tail.

Suppose an estate is given to it for the life of Mr. Johnson, the life of Mr. Jones cannot take it. But if we use the words of inheritance, you can it go to the executor, or to his wife. And the same holds in the Commonwealth. Here the estate was given to the person in whose name.

It is there also a statute concerning this particular property, and we adopt the reason of that statute.

Encumbrances are sometimes real and sometimes personal property. They pass by a deed of the land, and here they are real. So it is evident these will take them, and here because they are considered real property. But if a man did before the estate came to maturity, the executor, the heir, where it is of course personal property, then passing by purchase or descent, every method of squaring real property, and by descent is by purchase, and if it comes by will or attachment, the

There is a matter in law, that an estate in fee simple cannot be given to someone in your heir, that may in some by a will where it will not create a perpetual estate in fee simple, and must be given, that is, to the space of any person, with a reason. But you can go no further.

There is nothing in reason in the will of omission, if it is merely a mortgage, the mortgage is entire.

The words after giving the estate are right to dispose real property, as well.
Real Property

Things as that word is used in the law, are the
subjects of property, or the subjects in which an interest or
estate may be enjoyed.

Things are either real or personal.

Things real are such as are permanent, fixed and
moveable, as lands and tenements. All other things are
in their
nature personal as goods, money, and chattels b sauce or the

Things real are said to consist of lands, tenements, and
hereditaments. Land includes all things of a permanent or
subsistent nature.

Tenement is a word of more extensive import, to
designate every thing of a permanent nature which may be held
corporate or incipient. And denotes only things corporate.

Not only lands then, but mere incorporeal rights are tenements,
or the rights of common so.

The word hereditaments is still more extensive in its
signification, including not only, lands and tenements but ev-
every thing in terrestial, whether corporeal or incorporeal, personal
or real or mixed. Thus an heirloom is an hereditament, no
matter land nor tenement, since nothing real can be an heir-
loom, but it is a personal chattel by custom or descendent.

All these terms as used in the Law are descrip-
tive only of the subject, in which an interest may be had,
but not of the quantity of the interest itself.

Hereditaments are of two kinds corporeal and
incorporated.

Corporal Hereditaments consist of permanent
substantial objects all which may be included under the
general term land. That term not only denots the soil,
but also pretends waters, buildings, and all under and
above the earth. So that in a conveyance of the land
is implied a conveyance of the buildings likewise.

An action cannot be brought for the recovery of
a pool or stream of water esnomine, but must be brought
for the recovery of so much land covered by water.

Land has also an indefinite extent inwards and
downwards, name ejus et solem, eur est quoque ad extem.
And therefore if A erects a building overhang the land of
B an action can be brought for a nuisance.

A conveyance of land also implies that of all
embrits and minerals contained therein, as well as water,
water, buildings &c. These things however may be conveyed
by their own names as distinct from the earth. But
water cannot be so granted, since a conveyance of water
esnomine is impossible, and it is not a subject of transfer.
But a right of use and enjoying in such water can be
granted.

An incorporeal Hereditament is a right spring
out of, concerning, annexed to, or exercisable on a thing cor-
sequential. So for instance the right of Common or Way.

If A has a right of way over the land of B, it is an
incorposeral right exercisable upon the land, but it has
no interest in the land.

A right of Common is on a right which one
has to a portion of what the land or another. Thus if
A has a right to pasture his beasts upon the land of
Real Property

To have a right as Common Lean, no matter in the land.
To use the right of fishing or common of pasture.
No. 29, p. 32

As it respects this water, such the rule applies to rivers navigable and those not so. In navigable rivers, the owners of the land, the soil is presumed in the hand of the state, but their right of fishing is common on the surface. But in rivers not navigable, the right of soil and fishing do depend upon the action of proprietors. If there the possessions of two persons are bounded by an unnavigable river, the right of the soil and fishing belongs to the centre.

Once the soil in a navigable river, as well as the right of fishery, may be granted to an individual, although prima facie in the hand of the state.

The same distinctions as govern navigable rivers apply to the sea-shore, as between high and low water mark, that is, from the soil to prima facie in the body politic, and the right of fishery common to all the subjects.

Once a grant is made to an individual, bounded by the sea, his right extends to low water mark, but the right of soil extends thereof, that of fishing remains common. The right of fishery also extends to shell fish, and the soil may be dug for that purpose.

Cette in Lendis, Tenements, &c.

An estate in lands, tenements, and hereditaments, the inheriture of the estate in the thing. Thus if one conveys all his estate on such a place, all the interest that he has in that estate passes.
This word estate, however, is sometimes used to denote the extent in which there is an interest in the thing; and not that interest. Thus it is proper to say an estate in fee simple to the life of Alice, but the interest does not rest there, but is a fee and conveys only a life estate; here the word estate implies not the duration but the subject.

The quantity of interest that a man possesses in an estate is measured by its duration. And hence the primary division of estates is into freehold and copyhold. It is not the extent of the subject, that determines the quantity of interest; but the duration of that interest.

A freehold estate is one to the conveyance of which every person is necessary at Common Law, except in case of an incorporeal inheritance that being incapable of being of seisin.

Estates of inheritance are either estates of inheritance or one of inheritance. This inheritance is either absolute or

First of freehold estates of inheritance

An absolute inheritance, by which is meant a fee simple, is where a man holds an estate to himself and his heirs, generally, absolutely, and without restriction to any particular heirs.

The word fee has the same meaning in the law in its original sense as seisin, as contrasted with leasehold, which involves an estate which one holds of himself separateness, but a fee implies that the estate is held of a superior.
Real Property.

The highest estate in England is a fee simple, which is no better than a fee, the thing being considered as common

From which principles land continues its interest from its owners, it has been declared that an estate vested in a man and his heirs

in an estate, if the conveyance would have been established

but it is not been otherwise ordered by statute.

The word "fee" is now seldom used in contradistinc-

tion to "allodium," but merely to denote the continuance of quan-

tity of interest.

The fee simple is the ordinary, possessive interest, an

estate of inheritance, and when used without any adjective, or with

the same meaning, it is in a possession to fee sole or conditional.

The word "fee simple" means a fee simple

that is an absolute, unconditional fee. So a fee limited in its

kind, it must be made known in any words.

The fee simple must rest in some person or

cannot in general be in abeyance or expectancy.

There may be however several inferior estates

crude out of a fee simple estate, consistently with this rule.

If the tenant in fee makes a lease for ninety years for life

the inheritance will remain in him, and his interest in fee

continues the same; the inheritance is not in abeyance.

If the reversion after an estate for life is in

If the reversion after an estate for life is in

the freehold becomes immediately his and is not in abey-
ance. Blackstone says, if a particular estate is limited to A

with a contingent remainder, to B, that the inheritance is

in abeyance, but it is now better that the interest re-
mains in the grantor, until by the contingency it vests in
the grantee.
Real Property

Thus if an estate is limited to 4 for life, the remainder to an unknown child of B, I have no right to 4 for he is only meant for life, it does not pass to the child, for the remainder in the condition it is not yet vested, therefore the remainder remains in the grantor.

Littleton and Blackstone report that if a grant is made in a corporative word, that the inheritance is in abeyance, it is merely a speculative question, and the decision of it is not material; this however is not the opinion of Mr. Blackstone.

To make a fee simple or any other inheritance by grant, the word heirs is essential; and estate of inheritance of a remainder cannot pass by grant without the word. This rule is peremptory, and in general it is the law will not infer such to be the intention of the grantor, without amending the word.

Thus if I grant Blackacre to A forever, it will be only an estate for life; or if to A and his heirs forever, it is still the same. Even if I should grant to A my farm in fee simple, without the word heirs an estate for life only will pass.

The usual mode to convey a fee simple is to A and his heirs forever, the word forever, is not however necessary. Unless the word heirs is used only a life estate will pass.

The word heirs when made use of in a grant is a word of limitation, not of description or purchase. That is, the word heirs is not considered as descriptiveness of the persons who are to take the estate after the death of
the original grantee, to determine the quantity of land enjoyed by them. If it were a word of description, the heir would let the remainder purchase men, and would take as remainder men.

In rule that an estate of inheritance can not pass by grant, without the word heirs, does not hold with regard to devises or last-wills, the construction with respect to them being much more liberal. For if the intention of the testator was evident, that a few people should pass, the word heirs would not be deemed absolutely necessary. Very much greater liberality being allowed in the construction of devises than deeds.

The construction of devises being established in general lines, the strictness and severity of those rules continue now and courts are not at liberty to vary from them. But devises were introduced in a more mature age. Thus, if one devise lands to A in fee simple, it will take a fee simple estate, the it would have been otherwise in a deed. So if he devise his lands to A forever. But if he devises to A and his assignee, a fee simple will pass. The intention to pass it not being manifest.

If one purposing a fee simple devises thus and devise to A all my estate; a fee simple will.

The word estate generally denoting the quantity of land given.

Some have made a distinction between all my estate and all my estate of such a place; the latter thought to denote the subject only, from the word of locality. The first being considered as determining the
interest. This opinion however is not supported and a simple will pass in both cases.

There is a case in which the principle is not settled, thus if one devises all his estate in the profession of J. S., it is doubtful whether any thing more than a life estate will pass, notwithstanding the words all my estate, the connection having led many to suppose, that to have been the intention of the testator.

By the words all my effects real and personal it is said that a fee simple will pass in the real estate.

It will also pass under the words all I am worth.

But the word hereditaments does not carry force of an inheritance, as it denotes the subject and not the dominion, there must be some other term used. But a devise thus I gave to J. S. all my property conveying a fee simple, denoting the interest.

And the word legacy has been held to convey an estate of inheritance, where the intention is manifest.

The examples given form exceptions to the rules governing deeds, greater liberality being indulged in wills than in deeds. Indeed the rules directing a deed would be the reverse. A man is supposed to make a will in proper form, as therefore much greater latitude is allowed than in deeds.

But even in a will if I devise lands that will being denoting of the subject only a life estate only will pass.
Of devises of lands without words of inheritance or perpetuity, but requiring the devisee to pay or give or pay a sum, a fee will pass. For otherwise he might be allowed by taking the estate if he should die shortly after the devisee, he being under the necessity of pay. The sum, and his estate terminated upon his death; so that he takes a fee by force of this provision, that he shall such sum.

If I devise all my lands to A, requiring him to pay a certain sum out of the profits, an estate for life only will pass; there are no words of inheritance or perpetuity, and nothing as in the former case absolutely requiring him to pay it, he being only directed to pay it out of the profits.

A devise of lands at a given yearly value with a requirement to pay an annual sum less than that value, gives only an estate for life, there being no words of inheritance or perpetuity. And where the devisee is to pay a crop sum, a fee passes.

For the purpose of discovering the intention of the testator, recourse is frequently had to the introductory words of the will. But these introductory words will not alone pass a fee, unless there is something else supplied to have been the intention of the testator.

Where the operative words of a devise decree a simple gift of a fee, the introductory will not pass it, though often used to prove the intention. And the devisee that is to all my estate I give it in the manner following, and my devise Machias to A, is to have half only as a life estate.
The circumstance of a will being attached by three
successors, is not sufficient in itself to pass a wit, for the
is not absolutely necessary to have three witnesses, to attest a
deed of some property, it is often the case that they are
employed, and therefore although it is necessary to employ three
clauses to allow the devise of a fee simple, the mere circumstance
of there being three will not of itself pass a wit, although it may
be in some cases a will otherwise unenforceable.

There are some other exceptions to the rule that, the
woes of a man, he uses. The word successors is necessary to pass
a wit, in his own or common recovery. The fee here passes by, ac-
and assumption of law.

Here in grants to corporations, the word heirs is not
necessary, it is indeed improper, but the word successors should be
used. That in a grant to a corporation aggregate, neither the word
heirs nor successors is necessary, for such corporation is judgment
of law, can also not have successors.

On the same principle, a grant to the heirs the word
heirs, successions is unnecessary.

Again, heir to his a word of acceptance or purchase.
If a grant of land is made to A and his heirs, the word heirs
only shows what name he has, and he will be at liberty to
old, and perhaps his heirs will never take; and also if a
grand is made to A for life remainder to his heirs, he will
have a fee simple, even if, to A for life remainder to H for life,
remaining to the heirs of A, here it takes a fee simple at first
subject to H's estate for life — Shelley's case —

In both cases, the remainder is immediately in the
ancestors, in the first case it passes in possession, in the second
as interest.
The same rules apply, "mutatis mutandis", to a limitation on the heir of his body, as well as to a fee simple tail. These cases may seem arbitrary, but there is good reason for them. For if the word heir was a word of purchase or donation, a fee could never be created for it unless the testator had used the word, as if given to A for life only, then to his heir for life, or his issue or all that the testator had described. And thus the design of the testator would be defeated. And the word heir cannot be used in two senses—general intent must prevail in preference to particular. And it was observed, the general intent of the testator to pass a fee simple, his particular intention to restrict it to the children, but such restriction to the children would become a fee simple, and therefore a fee simple vests in the father.

There is a further reason which has now ceased; for if the heir took the demesne land as a fief to the feudal lord, but not if they took as remainder men, which because had some effect in settling this rule.

Heirs being regularly a word of limitation, a devise to the heir of A conveying no estate unless it were before the testator, for none else having inheritance, and it does not appear who is his heir until his death.

It however it appears that the word heir was used as a word of description or purchase, the heirs will take of the devise, he to the heirs of A, i.e., living, it shall go to the descendental heir of A, even before he dies.

An estate "to you and his heirs" cannot be contrary to the nature of such estate. If there be a demise to
Lecture 3
May 24, 1818.

1. 25th 2
2. 28th 11


discussion of limitations, with conditions or qualifications of any kind. Limited fees are of two kinds: first, qualified or base fees; and fees conditional, which latter are called fees conditional at Common Law, to distinguish them from a new species of estate, created by the statute De aude conditionibus.

A base fee is one that has a qualification annexed, and must determine, when that qualification is at an end. As in a grant to a and his heirs tenants of the manor of Dale, when they cease to be tenants of the manor of Dale, this base fee determines.

A fee conditional at Common Law is one that is restrained to some particular heirs of the grantee, as the heirs of his body or heirs male, or female. It differs from a fee simple in this, that it is to particular heirs, but a fee simple is to all, collateral and lineal. It is called a conditional fee, because being thus limited to one and the heirs of his body or some particular heirs, a condition is implied, that if the grantee dies without such heirs, the estate shall revert to the donor.

In case of a fee conditional, if the grantee had issue, the estate became absolute, the condition being performed. It was absolute for three purposes: 1st, to enable the grantee to alienate; 2nd, to subject the estate to forfeiture for his offenses; 3rd, to enable him to change the issue so as to bind the issue.

But if the grantee had issue, but did not alienate during the life of such issue, and if he dies, the estate will revert to the
The donor. The land could not be the words of the grantee descends
for the particular interest here and there being read, 116. 60. 11.
it must occur. Some of the various grants here leaving such
your, the estate became an absolute lie in the name.

Cont. 115. 6. 18. 7

The context of the construction given to the grantee that
of the birth of you, the grantee could make, the valuable at once
a commission was made, which provided that the donor's intention
should be regarded, restricting the power of the original grantee of defeasibility
in case by allowing the estate to their domains. And thus the es-
tate would go to the grantee in all events, but upon failure of such
issue should revert to the donor.

Upon the construction of this statute the judges hold that
the birth of issue was not a performance of the condition, as an in-
expert in the donor an absolute fee simple as soon as such issue was
born, but they divide the issue into two parts as it were, leaving in
the donor a kind of particular estate called a fee tail; and vesting
in the grantee the ultimate reversion of the land requisite on
the failure of issue, which estate last estate is called a reversion.

A fee tail is unknown in Common Law but is a statutory,

estate altogether.

But this statute did not convert every estate con-
ditional in Common Law into an estate tail, because the only way
ever to denote the subject is uncertain. But an incorporeal estate
not variant of the reversion cannot be entailed, and not failing under
the description of tenements remain as at Common law.

A judgment—incorporeal not variant of the reversion is the only
subject of a fee conditional in Common Law, &c. An annuity is a
hereditament which variant not of the real property may be granted.
as a rule conditional at common law.

of more personal chattels cannot be created, not of granted to the person, nor is a mortgage created in such condition. So a mere chattel with such words as 'after a life estate by way of executory device,'

that if a chattel be created in a chattel, not a remainder in a chattel interest, and personal chattels may be limited after a life estate by way of executory device.

Thus if a chattel is limited to A for life, and on his death without issue to B, the remainder is vested in B, after the life estate.

If words be added, 'after a life estate by way of executory devise,' will create a remainder in a personal chattel.

An estate tail may be created in a devise by implication, but it cannot be a grant.

So also if a devise is made to A and his heirs forever.

'Which of them shall give him a piece' and if he dies without issue to B, A takes an estate tail, for the generality of the words 'heirs,' is afterwards restrained by the term issue or heirs of his body. This is the case in a devise in a grant.

Again, it has been settled that if land is devised thus

"to A and his heirs forever, and if he dies without issue to B," that

this will make an estate tail, but provided B is a collateral heir to the devisee. For to be such a collateral relative, it shows that

the intention did not mean the words 'heirs to ascend all done, but to issue of the body, and not heirs general.'

Estate tail are General or Special.

An estate in tail male is limited to one and the
As the word heirs is necessary to create a fee of real heir, or the word of the body, or some other word of procreation, is requisite to create a fee tail, for otherwise the heirs are not definite, and none being designated the heirs general would take.

If there is a grant or deed such words of inheritance or procreation are omitted, a fee tail will not pass. Thus if a grant is to A and his children: "to A and his issue": "to A and his offspring" in all these cases no fee tail is created; the children may sometimes take with him as joint tenants, but he otherwise takes only an estate for life.

But if words of inheritance are limited, by other words than those of procreation, such limitation has no effect, for it cannot be creating a new kind of estate. Thus an estate to A and his male general, will be a fee simple and go to all his heirs, and an estate can be created, and hence the words are taken most strongly against the grantees; such grant creates a fee simple but the rule of construction does not hold against the king in England.

But in a devise thus, "to A and his heirs male" an estate will pass. This then is a case of creating by devise an estate tail without words of procreation. The intention is a devise, being to be observed, but in deeds certain technical words are essential, these are indispensable, and no others will answer.

And a fee tail may be created by devise without words of inheritance. Thus "to A and his seed" or "to A's offspring" will pass a fee tail.
So also if land is devised "to A and his children" or "to A, his children" having no children at the time a fee tail will pass. The intent of the testator evidently was that the children should take in one way or other, they could not take with the father not being in life; nor can they take as remainder men, the devise being incapable of descent and not by future executory limitations. They must take either with the father or as remainder men. They cannot devise or inherit from the real estate, and the reason from his not being the intent of the testator, they must therefore take by inheritance.

But in a devise to A and his children he having children at the time, the words "children" being of an explicit, not of inheritance, they will take as joint tenants with their father for life only, and none but those in life at the time will take.

If a devise is to A and after his death to his children, he takes an estate for life, and they a remainder for life; for there are no words of inheritance, and the words imply a future estate to the children by way of remainder. In this case the after born children will also take, for such devise is prospective as at the time of the grantee's death. Mr. Gould thinks that it should be the same if the devise had no children at the time. If the devise had been immediate, it might be contrary that he took a fee tail immediately. But if a devise is to A for life and after his death to his children, tho' he has no children at the time, his future children ought to take for life after his death, as well as in the other case, where after born children take with those in life, at the time. This is not decided so far as this last has been contradicted by way of argument.
The incidents to a tenancy in tail are 4th. The tenant is not liable for waste. 2nd. His wife is intitled to dower. 3rd. The husband is intitled to dower bycurtesy. 4th. The entail may be barred, or saved by fine or recovery, or by linear warrant, depending to the heirs with impacts. For a description of fine or recovery, a linear warrant, or

The right of barons to levy a fine, or suffer a common recovery, is inapplicable from the nature of an estate tail. Therefore an estate tail is limited with the provision that the heir shall not have such a fine or recovery it is void being con

an to the nature of such estate.

In Connecticut it is provided by statute, that every estate tail shall become an absolute fee simple in the time of the original donee. This was the case of a the conditional of Common Law. Vide Appendix — page 141.

Freeholds not of Inheritance.

All freeholds not of inheritance are estates for life or lives, and these are the lowest species of real estate.
There is no estate of inheritance, whether conventional or legal; that is created by the contract and agreement of the parties, or by the act and operation of the law.

Conventional estates for life may be for the grantee's own life, or for the life of another; or for any number of lives; in which latter case, the estate will continue as long as any one of the lives remains.

Legal estates for life, or those created by operation of law, are only for the life of the tenant, never for the life of another. The estate then present under one is always conventional.

Where an estate is granted to one for the life of another, the estate may continue after the death of the tenant. If the estate is limited to A and his heirs, after it for the life of B; and if his first his heirs will become special occupants. But if not given to A and his heirs, it is at the law considered as a tenancy in the first occupant. But by statute (27.11.18.19.20.) to provide that a person holding an estate for the life of another, can devise it, and if he omits this to devise it, it will go to his personal representatives.

So that there is now no such thing as a freehold for life, common law without, any law of residuary. But this rule of common law is now generally evaded by conveyances by lease and release.

A general grant of lands, tenements & hereditaments,
not defining any specific estate, or quantity of real estate, in a
usufruct for life to the grantee. He takes as great an estate as the
words will admit.

Any estate created out of a reversion of will or
usufruct, having no limited term of duration, but which
may continue during the life of the grantee, is a life estate.

For an estate is limited to a word or words which
redeems one until he shall marry, or have issue in being, all these
being incidents which may or may not happen during
the life of the grantee. He takes a life estate, determined
upon the happening of these contingencies.

Incidents to Life Estates.
The incidents to a life estate are: that the tenant
is not restrained by agreement, use, or common right, to
reasonable returns. That is necessary, indeed, for the use of
the house and farm, and for burning, repairing fences, animals,
etc.; but he has no right to cut down timber, or other pur-
poses, as he would then be guilty of waste, and become sub-
ject to a forfeiture of his estate, and to liability, for damages.

But of common reason he is allowed these returns, because
afterwards he cannot enjoy the estate, and keep it in repair.

4. Tenant for life is not to be injured by any sudden
determination of his estate, unless by his own act. Nor if
he dies after sowing or reaping a crop, before the harvest, his
personal representatives shall have the emblements
after Death, nemo facit injuriam. The word emblements
signifies those crops which are the result of annual labor
the same rule holds in case of an estate for a term of

1st be. 121.
2d be. 121.
1st be. 121.
2d be. 121.
1st be. 121.
2d be. 121.
1st be. 121.
2d be. 121.
1st be. 121.
2d be. 121.
This rule also holds where the estate is determined by the operation of law.

If an estate is limited to husband and wife during coverture, and there is a divorce, the whole matrimonial estate of the husband shall continue to the emboluments.

But if the estate is determined by the act of the tenant himself, or if he forfeits by waste or any other fault, he shall not receive the emboluments. Thus if a woman prosecutes an estate during her widow's purchased life, it is her own, and she forfeits the estate, and also loses the emboluments.

As to under-tenants or lives of the tenants for life, they have not only the same but sometimes greater privileges than the tenants for life. For in some cases they shall have emboluments even where the estate is determined by the will of the tenant for life. As for instance a life of the widow to a certain amount, the estate not being determined by the will of any party of her own, but of the tenant for life. In that case the widow would have emboluments being a party to the act under which the estate is forfeited.

And an under-tenant might in the same way of the life to a certain amount, as the premises and without the payment of any rent from the time of the last year, money being not being proportionate at common times, but considered as not accruing until the end of payment. And now of the estate, the lease is entitled to pay for duty.

And it is true of every under-tenant for life.

And he is entitled for a number of years after the expiration of that term, that the estate of the under-tenant expires, unless the remainderman or under-tenant consents.
Dear Sirs,

Regarding the case for otherwise he might draw the claim of the residuary man in question.

Life estates created by act of operation of law.

Life estates by operation of law are of three kinds: 

1. In tail after possibility of issue extinct - is where a special estate shall being limited and the person from whose body the issue was to come has died without issue, or having died that issue is extinct. The estate was originally a life inheritance but it has become impossible for it to pass, being by operation created an estate in tail special and the issue being now extinct. Now this species of estate is called an estate for life, because the originally an estate of inheritance it has now ceased to be so.

Such an estate must be created in the manner above mentioned, that is, by the death of the person from whose body the issue was to spring, for no limitation, conveyance or other human act can make it so.

If an estate is limited to a person and his wife, and the wife is alive, and there are descendents, neither of them has the estate, but the issue descends for life, notwithstanding the limitation. If the issue of line is always, nevertheless, interest in the line, which commences on the death of the parties.

This estate is of a mixed nature: it resembles a tenure for life, but does not lose all the incidents of an estate of income.
of a common waste, wherever made, the tenant shall not succeed to
him, but belongs to the person who owns a small estate, has the first
estate of inheritance in the land. But the tenant must be a living
remainder man. The reason seems to be this. The tenant being not
in possession of personal property, nor liable to decay, and is, would be an
inconvenient to creditors. It is acting on contingency, as for the birth
of one who may never be born. It should therefore not be in cases on
the land. In that respect, this tenant resembles a tenant for life,
and may continue with other tenants.

Curley

A word of the reason why the land is under tenancy by
the

Curley of Cornwall. A tenant by Curley is one who having married
a widow, wife of an inheritance, and having issue both male
and female of inheritance, and the deceased wife being dead, becomes a tenant
in that estate.

Of this tenancy there are four resonances: Marriage, Birth
of the wife, Birth of inheritance, and Death of the wife.

If a legal marriage is essential to tenancy by Curley,

The wife must have been actually married; a base right will
not entitle the husband to Curley, for the issue could not then
have inherited.

It has been determined in Connecticut, that the actual
issue of the wife was not necessary, to make the husband ten-
ant by Curley. The reason given was that the heir could inherit
without such issue. But I oppose, that the decision was
questionable, for the heir cannot take by Curley without having
inheritance issue, or the heir would not take true. That because
he was there, then he shall take.

It is a consequence of the English rule that, there cannot
be a tenant in chancery, she as well as the remainder of the title, the
wife not being actually seized. But the issue can inherit a remain-
der or reversion of freehold the remainder in the last-mentioned
case were void, the husband could be tenant by curtesy of a re-
remainder or reversion in England but it has been decided otherwise.
A reason why, if the wife has not been actually seized, the hus-
band cannot be tenant by curtesy is that it is considered unwise
the death of the husband, as neglecting the rights of the wife and
children. This is not the only reason, but one that is urged.

A husband may be tenant of incorporeal hereditaments,
where seized is impossible but there should be what is tanta-
amount to a seizure in incorporeal hereditaments.

If a man marries an idea, he cannot be tenant by
bonuses of his lands, since the idea never be rightfully seized of
lands.

The issue must be born alive; the law requires that the issue shall be born while the life of the mother, born a posthumous birth 18c. 127. 28.
the husband cannot take as tenant by curtesy, and the issue must be capable of inheriting the estate. Thus, if an issue be to a woman and
her heirs male, if she has no issue, or female, the husband cannot take
as tenant by curtesy. The time of the birth of the issue is immaterial, it
since marriage, whether before or after issue, or
whether before or after his death.

A husband may be tenant by curtesy in an equitable
case of the wife, when a trust exists and in an equity of
rescissibility.

Upon the birth of the issue the husband becomes tenant-
by curtesy. The estate not being consummated until the
death of the wife.
Tenancy by power

Tenancy by power is an estate given to the wife of one third part of all estates of her husband, of which her husband was also an owner, during the lifetime of the husband, that any part of the marriage might be preferably disposed.

To enable the widow to hold while the husband has been the personal wife of the deceased at the time of his death, as this right occurs only at the time of the death, the law of the marriage relation their marriage.

But the wife is not barred of the power on a marriage a marriage there for the does not operate the restriction marriage.

So was formerly held that if a woman married an alien that she was entitled to power on his death, but the rule is now another, otherwise, for the parties were incapable of entering the marriage contract.

It was a rule of the old common law, that the wife, though of herself, was permitted to the husband, for the purpose of the husband, but again was disposed against the power of husbands by statute or other wise. They have no such statute in Connecticut, and there can be none under the constitution of the government, which will work a forfeiture of power.

If a man marries an alien, he cannot be married in the common law. For it is a general rule that such as, alien cannot hold land. It is usual in such cases to apply for a special statute authorizing it.

The woman can be married unless she is above the age of marriage, at the death of her husband.
The situation in which the wife can take action under the law in which she may have such a right is where she have taken an inheritance. The law does not require that the wife should actually have had issue. Therefore if the wife in the case of her first husband who married a second, she shall be entitled, for on the death of that son, for issue might have issue.

But if one holds an estate in himself and the heir of his own wife's issue, a second wife on the death of the husband shall not be entitled to have for her issue could never have inhered.

The law does not require that the husband must have actual reason if he had a right of present seisin if it is so required. The difference between this case and that of Burney is, that the wife cannot have it in her power to gain actual seisin under the conveyance, and of course can be guilty of nonresistance. In the case of her husband however which is sufficient as far as regards this present power of seisin. The whole land is passed from the husband at the same act by which it is given to him and does not reside in him a moment as in a fine or in otherwise.

It is common law the husband cannot divest his wife of her right of seisin by any act of his during coverture for her right of seisin under is that of creditors or partners. He has on them to rights from the time of marriage.

The rule is the same in New York and Massachusetts, and in Connecticut the wife can only be entitled to lands of which the husband has died seized. A husband may therefore divest her rights of power as much as in alienation.

In England a wife is not entitled to her issue in
The reason of the diversity between Dower and Improved Dower in this respect is that the law regarding dower, was established when an estate of redemption was under a trust estate, and the mortgagee was considered durable, and it would be perfectly proper in those cases that both the mortgagee and mortgagor's wife should now be entitled to dower. But the law is now changed in that respect, and the mortgagor's wife can take nothing; the title only being the mortgagor's wife remains the same.

This question has been decided in G— that the wife in such case is entitled to dower. But even in G—, the mortgagor's daughter is entitled to dower in the reversion contingent on the mortgage for life or for years. Then the life estate or even itself she has no dower.

In the common law dower is to be regarded as the

"mortgage by the husband heir, or if he is under age by his guardian." The heir becomes tenant by his entry to the whole premises, and the widow is considered not as a joint tenant but as an

under tenant to him.

If the heir or guardian does not assign her dower or a moiety improperly she has her remedy at law, and under the testament the sheriff obtains it.

In England, the wife forfeits her dower by desertion with an adulterer, unless the husband is afterward reconciled to her, by the treason of her husband, or detaining the deeds from the wife; in which case by virtue of a willing will in life or for the life of another, by total divorce.
...the wife may bar her right of dower by buying a life or suffering a recovery with her husband living, etc., but she cannot at common law be joined with him in a suit to make a valid conveyance, she is estopped from doing it... was a time convey, and this is the reason that the void of conveyance shall prevail against her, and not because she is estopped to be heard capable of transferring. It is not strictly in way of estoppel.

In Con: the wife is not barred of her dower by a total divorce, unless she be the guilty cause of it. But here as well as in anything in which man is barred of his dower, it appears a present marriage. The equity indeed she may be barred of... accepting a present after marriage. It has been made a question in Can: whether under their statute, a present of personal estate may not bar the wife of dower. Decided not.

All estates for life whether conventional or legal are forfeited not only for felony and treason at common law but also for waste, alienation in law, or in fact, or for the use of another.

Estates less than Freehold.

Estates less than Freehold are of three kinds: 1. Estates for years, at will, etc., or by sufferance. At this day nothing is known now in England, any such estate known as estate for... And an estate for years is an estate for some definite period already ascertainable, thus an estate for 20 years, etc. or for one year or the three months, is an estate for years a year... the smallest period noticed by the law.
The who creates such an estate is called the lessor, and he who
takes it the lessee.

By a year of Common law is meant an entire calendar year; but by a month is meant a lunar month, the
by the expression in calendronr is meant a calendar year.

In general the law takes no notice of the fractional
part of a day. A lease is considered as having been made at
the time when the day commenced.

On the same principle if any one is born before
twelve o'clock in the night of the 31st of December he is of
full age in the beginning of that day.

Every estate which must by its own limitation ex-
pire at a certain period prefixed is an estate for years. And
such estates are called terms. It is said that an estate for
years must have a certain beginning as well as a certain
termination. This is indeed true, but from the nature of th-
ease an estate for years always will have a certain begin-
ning. But with respect to beginning and termination
it is a maxim ad certain est, quod certum est.

So that a lease for as many years as I shall name is good.

But an estate for so many as I shall live is void.

This rule is founded on strictest principles of law, for
the duration of it is not uncertain. But why will not
such an estate be as good as an estate limited to 40 for the
life of T. Then this cannot be an estate for the life of T,
for if it were there must be limits of time. But it can-
not be an estate for years, because it has no prefixed period
of duration. I know for twenty years however if it shall
so long live is good, because there is a limit ascertained beyond which the estate cannot extend, however certain event it may be determined before that time.

An estate for years is a chattel interest, and is free from personal estate. Hence it is inferior to life estate. It may expire as necessary so that it may.

A consequence of this is, that a term may be made to commence in future. But a life estate being made to commence in point of time, must from the nature of lives commence in point of time.

Since a life for years cannot with certainty be said to commence for lives in some respect, so the Chancery

In short, term is used to signify not only the duration of the interest, but by a natural transaction the estate of a lease is made to it for three years, and after the expiry of the same, the surrender or delivery his lease at the end of a year. No renewal shall immediately take effect. Indeed, the remainder has been to the from and after the expiration of the said three years, his interest would not commence in the land that has fully expired.

Incidents

It being for years unless restriction by special agreement, intitled to the same customs as tenancy for life.

That he is not generally intitled to reimbursements on the determination of the estate by the terms of it; for the tenant knows when the estate is determined, if his crops are not ripe at that time, if his own fault or folly that he made such a contract.

However, the estate is determinable on a contingency.
Real Property

Although the tenant can no longer exist in judgment of law (Art. 169), if the rent is payable quarterly or annually, and the lease determines the estate, he must pay the rent to the end of the current period, despite the rule in cases if the lease determines.

These estates have lately been construed in all cases, because as tenancies from year to year while both parties reside, Courts have been slow to construe these estates, when there was annual rent reserved. But now I believe all are thus construed.

The difference between tenancies as well and those from year to year, is that the latter cannot be determined at the pleasure of either party except at the end of the year, so they are without reasonable notice, which is generally held to be half a year. But this is now the rule as to estates which in the other we construe as well.

If either party dies notice is necessary as the heir will. If the lease dies the heir must give notice; in the lease, if he would determine the estate, so if the power dies, his successor must give notice to the lessor.

In the English statutes of frauds & perjuries, it is enacted, that no lease for more than three years, shall be construed as an estate at will. But there will open as leases from year to year.

In Corn, no parcel lease for any term, however short, creates a lease. It is not even a lease at will, it operates merely as a licence to exercise a trespass.
This estate may be determined at any time by the entry of the owner. But it cannot be determined without some notorious entry, act of the owner, manifesting that there is no title in the holder. But before entry he cannot bring an action of trespass against the tenant, quae clausum ferret.

If then, holder over and becomes tenant at sufferance, he is not liable for trespass. The rule of law being, that the presumption of the tenant's lawful possession cannot be rebutted but by actual entry.

And when this entry is made the owner may maintain ejectment.

In Connecticut, I do not know that actual entry is necessary in any case for the purpose of maintaining ejectment. And this is the necessary in this part of law. It follows then that if this is so, that there is no such estate as tenant at sufferance. The owner may sue the tenant at tort, for trespass without entry or notice.

As now by statutes 2 and 11 George II, the tenant, 2 Blc 106. because the sufferance is almost destroyed.

A tenant at sufferance is not entitled to notice. 3 Blc 58, 103.

So much.

Entry is sufficient, and the action may be brought immediately after the entry.

Estates in possession, remainder & reversion.

I am now to consider estate is to the time of its payment. They are other estates in possession or reversion. 2 Blc 103.

Estates are of two kinds, one created by the act of the grantor, called a remainder, and the other in operation of law, called a reversion.
Real Property

Estates in Possession.

Of estates in possession little need be said. The estate spoken of are considered as in possession, unless it is otherwise expressed.

Say this estate a present interest with a right of present enjoyment.

An estate in possession as in contradistinction to an estate in expectancy does not require present possession or enjoyment, but a right of such possession or enjoyment.

An estate in remainder is one limited to take effect after another estate in the same interest is determined.

These two interests are in possession and the other in expectancy are considered in law as one estate.

Thus an estate of 99 years remainder to A for life remainder to B in tail, remainder to C in fee, make one entire estate.

It follows then that no estate can be remainder can be created after a life primary, since there can be no remainder in ordinary interest.

The most proper way to create a remainder is the word remainder itself. But that is not indispensable. Other words demonstrable of the intention are sufficient. So if the grant be to 
A for life and then to B or after thee to B.

It will have a remainder.

General Rules respecting Remainders.

To create a remainder there must be some particular incident estate to support the remainder, and this is called the particular estate.

If this estate is why there must be a particular estate.

1st. The more remainder or no remainder, and is
Dear Dr. Wignell,

Remainder

But there may be an estate to commence a future interest in an estate, and a freehold cannot in future commence unless by way of remainder.

But there must be a remainder to commence an estate, except by way of remainder.

If there is no remainder, the particular estate the grant is void. And when the freehold is created it must vest immediately either in possession or remainder.

The reasons are 1st. That every of points is necessary to a freehold. And this can only operate in remainder.

But besides this, there must always be where there is to be an estate of remainder, as I say, be a tenant for life, and of course there could no real action brought on the real owner of the land. For this action must be only against the tenant to the freehold, and were the estate to be granted to a person not the owner to commence twenty years hence, the real owner could move his action till the expiration of that time.

There is an exception to this rule in case of a freehold rent granted de novo. For here neither of the former reasons exists, for there can be no lease of rent, and by the supposition there can be no prior owner at the rent.

But if one has already a freehold rent, he cannot pass a future in it to commence in future. For here some other owner must have a claim.
Estate in Remainder.

A vested estate or interest in one in which there is a present fixed right of present or future enjoyment. That if an estate is granted to A to his heirs, there is a present fixed right of present enjoyment. But in a remainder there is a present fixed right of future enjoyment. In the former case the estate is vested in possession. In the latter, the estate is vested in interest.

On the other hand a contingent estate is one which is to accrue upon some future contingent event. As if the estate be limited to a remainder to B when he returns from sea. Here if B never returns the estate is remainders never vests.

The object of preventing a freedon from coming into future is to prevent the freedon from being in abeyance. The fact that there can be no legacy of severed estates and remainder is a sufficient reason for the rule.

Freedons are not allowed because they tended to fetter the estate of freedon and prevent its alienation.
1. The real owner could not bring a real action.
2. The lord would be deprived of his feudal services during the time the freedon was in abeyance.

Estate in Reversion.

The meaning of this rule as applied to estates in reversion is that a freedon should pass from the grantor at the time of the conveyance made. The freedon of remainder must pass, provide there is a particular estate of freedon precedent to the remainder, which does pass at the time. And this is evident because in contingent, freedon remainders
Estates in Remainder

The freehold never does pass at the time of creating the particular
or estate.

It is true that one great reason why these precedent
estates cannot be created to commence in future has caused
that real actions are now out of use. So judgment by jury
is not necessary to be actually made on point of fact; that
it is still necessary in point of law.

Suppose a grant to A for years remainder to B in
fee. Here the freehold is in the remainder patibles of the time.
For the interest is vested. But were the remainder to the
unborn son of B, this remainder is void. For the remainder
man is not in use it so cannot take the freehold in present
as the precedent estate is a chattel interest. But were the pre-
cedent estate a freehold the rule would be different, and
the remainder good.

A lease at will will not support any
remainder. For this is thought to be no slender an estate as
to not to be a part of the inheritance. But a chattel interest
after this estate is good. But not as a remainder.

If the particular estate be made in this
creation, the remainder intends to be limited must fail. For
here is no particular estate and without this there can be
no remainder. As if an estate be given to the unborn son of
A for life remainder to B in fee, here no freehold passes to B.
But were the remainder to B for years that would be given
as a chattel interest to commence in future, but not as
a remainder.
Estates in Remainder.

But were the devise to a person not in fee for the remainder in fee to another, the latter would take his fee as an executory devise, but not as a remainder.

One of the particular estate, the good in its creation is defeated afterwards, and before the remainder can vest in possession, the remainder must fail. So if an estate be limited to A for life or condition, A remainder to B, if the contingency happen before A's death, A's remainder is defective. But if the estate be to B for life remainder to A as fee, A perfects his estate as remainder takes effect immediately.

The rule above, that does not apply generally to noble remainders, it does hold where the grantees enter for a condition precedent. For as the remainder depends upon the validity of some make to the particular tenant, if that make be defeated by the grantor's entering for a breach of condition the estate must fail. But the original devise of seisin can be defeated in other ways, i.e. in no other case will a vested remainder be destroyed by defeating the particular estate.

A remainder must commence or pass out of the grantor at the time of creating the particular estate. This is the rule of the books, it is correct. For then there could be no contingent remainder. For this remainder does not certain pass at that time. Thus much is true, the absolute or contingent right of the remainder man must be created at the time of creating the particular estate. In vested remainders the rule above, laid down in the books is correct. But suppose the estate to be granted to B for life remainder to C, when he returns from sea. Now here it is clear, the remainder does
not pass at that time. A contingency event of the is created at that time, but whether that right will ever be vested is uncertain.

It was formerly thought that the remainder passed out of the grantor, but did not vest in the grantee. Then the remainder would be in abeyance. And it is now settled that the remainder remains in the grantor till the contingency happens. And if the grantor die before the contingency happens the remainder passes to the heir subject to the same contingency as it was in the hands of the grantor.

Another rule is that an estate in remainder cannot be limited on an estate already in the. The reason is not that when a particular estate has been created, the grantor cannot convey his residuary interest, but he cannot convey it as a remainder. If A has granted an estate to B for 21 years he may grant an estate for 20 years to C to commence after the termination of B's estate. Indeed the remainder must be created by the same deed as the particular estate.

The remainder must vest in the grantee during the continuance of the particular estate or at the instant of its termination. As the two estates constitute one fee simple, they must both be in existence at the same time. If the remainder is a freehold, were this rule not made, the freehold would be in abeyance during the interval between the estate. And in all cases this must be the rule or the remainder would not be sufficiently limited particular estate. The reasoning here is that the estate must vest in interest. It is not necessary that it should vest in
Remainder: If the estate be to A for life, remainder to B in fee, B's estate is vested at the same, viz. the same possession. This by an estate being vested unless other words are superadded it is always understood to be vested in interest only.

But if the estate be to A for life remainder to the un-
born son of B, the remainder vests in interest at the time of the birth of B's son, but not at the time of the creation of the particular estate, but it does not vest in possession until his death. If the estate be to A for their joint lives remainder to the survivor. Here the remainder vests in interest upon the moment one of them dies.

And lest that the remainder not vested.

Again if the estate be limited to A for the remainder to the unborn son of B, or A dies before the son is born, here the remainder is gone forever. For there is no one in whom the remainder can vest upon death.

If the estate be to A for life remainder to B in fee, he can vest in the remainder it vested in the creation.

In this third general rule the doctrine of contingent remainders is founded.

Remainders vested or contingent, are those which are one by which a present interest passes to the remainder man, but to be engaged in future. This is a present fixed mode of future enjoyment. As if an estate be limited to A for life, remainder to B in fee.

A contingent remainder is one by which no present interest passes to the remainder man, but which is to vest in interest upon some contingent or uncertain event.
Estate in Remainder.

If it were vested in interest it would be a vested remainder. 10 Will 1112.

If the estate be to A for life remainder to B if he survives during A's life from beyond the sea, this is a contingent remainder. For here it is a vested interest.

And by the ancient CP if an estate were due from B to A for life remainder to his first-born son, if it died 4th Mo. 23d, 4th leaving only a posthumous son, the remainder on the principle 258, 115, 11 of the last case.

A remainder limited to one not on use must be to one who may by common probability survive at the time of the termination of the particular estate. But if there is not this common probability, the remainder is void at once, and even should the remainder man come in being before the termination of the particular estate yet he could not take.

If then the estate be to C for life remainder to A heir of B, B being alive. Thus the a contingent remainder is gone. For it is not a remote probability that it will survive before C, or then there will be some one to take the remainder when the particular estate terminates. Nor the more it is used as a word of purchase and not of limitation. You cannot take by inheritance.

But if the estate be limited to C for life remainder to the survivor son of B. If B himself be in at the time remaining, the remainder is void at its creation. This is a remote probability that B himself shall be born, or have a son before C dies. This is a probability upon a possibility of too remote
Estates in Remembrance.

Upon the same principle a remainder to Thomas the unborn son of A is void; for that it should have a son to call him Thomas is too remote a probability.

A remainder limited upon the happening of any thing unlawful is void. This the test writers consider a remote possibility and the theory is perhaps well enough. So then the estate lie to. I remember it to be the unborn illegitimate son of B. 0. as is usual. However the principle, as a taken to be a sufficient reason of the rule, that the policy of the law will not allow a remainder to be thus limited.

And a contingent remainder of fee simple can never be limited on an estate less than fee simple.

For a fee simple must pass out of the grantor at the creation of the particular estate. If the remainder be a vested one, it may be limited on a chattel interest.

Suppose then the estate be limited to A for years remainder to the unborn son of B. This remainder is void. For otherwise during the continuance of the particular estate, before the birth of the son, the fee simple would lie in abeyance, so that would lie no tenancy to the precipice.

Contingent remainders may be defeated by determining the particular estate before the contingency happens. For here the remainder cannot vest at the time or before the termination of the particular estate.

And a contingent remainder may upon the same principle be defeated by a time limited in common recovery.
every suffix is the tenant of the particular estate before
the contingency happens.

And the rule is the same as the
particular tenant suffers a recovery to himself. For here he
is in possession of another estate.

A vested remainder cannot be thus barred. 2 Bk. 180.

But the termination of the particular tenant's
estate exhausts the remainder yet the mere determination 5 B. 9.
of his estate weren't not defeat the remainder. If
the particular tenant retains the right of entry he is ten.
2 Tom. 410.

and to the precise suppose the estate limited to it for life
and remainder an continency to B. if A is desirous + dies
B has his remainder if the contingency happens prior
to A's death.

From the last rule arose the necessity of twro
trustees to preserve the contingent remainder. This rule arose
during the time of the civil wars in Eng. between the
houses of York & Lancaster. And these trustees, the con
federates of particular tenants, were prescribers for
keeping the remainder. The mode is this the estate is lim-
ited to A for life, remainder to B & D & C during the life
of A to preserve contingent remainders, & then remainder

The question whether a remainder will vest
or continue, depends upon the nature of the limitation 2 Bk. 192.
not upon the probability or improbability of the co-

&
Estates in Remainders.

In many cases, it is the uncertainty whether the remainder ever will vest in interest that makes the remainder contingent.

A criterion is necessary to enable us to apply this rule. The present capacity of taking the remainder if the possession were now vacant, universally distinguished or a settled from a contingent remainder. If it can be taken thus, when the question arises, then the estate in remainder is vested. But if the estate could not be thus taken thus, the remainder is contingent.

If an estate in remainders is vested with remainder in seisin, or in another in another, or in the other, these latter limitations are called cross remainders.

It has been laid in the books, that cross remainders can be limited to two only. But this is not correct.

If the cross remainders are to be raised to two by implication, the presumption is in favor of them, but it to the or more the remainder is against them. But this presumption in the latter case may be rebutted by positive evidence. The reason is that the laws on the former can no more apply, than in the latter there is. This is the reason of the difference of implication in the two cases; the former at first seems arbitrary.

It has been said again, that cross remainders cannot be raised by decree. This is not law. But they cannot be here raised by implication, they must be expressly granted. But by will this may be raised by implication.
EXECUTORY DEVISES

It has been doubted whether a freehold can be here created by deed to commence in future. An statute provides that no freehold shall be limited either by deed or will unto any person in being or the issue of some person in being. This point the law has not been settled.

There is a species of estate in expectancy, not such as a remainder, and it is called an executory devise. It is generally defined as a devise of a future interest to take effect not upon the testator's death, but upon some future contingency. This is not a correct definition. In this case, it takes effect on some future contingency, and it applies also to contingent remainder.

An executory devise is such a limitation of a future interest, as if the law did not admit in C.L. cases. This is perhaps the most perfect definition of an executory devise.

An executors devise is...
Executive Deeds, who dying pore
in executors device differs from a remainder not
only in the mode of creation, but also in its incidents.
As to the mode of its creation, it differs in three particulars.

1. By way of executors device, a freehold may
be created to commence in future without any antecedent particu-
lar estate to earlier it.
2. In the same way, by this devise, some
contingency may be vested after a life
reversion.
3. In the way of executors device, a chattel
interest may be vested after a life estate.

But these by it are void as void in debts.

A contingent limitation is limited by a devise
to depend on a preceding freehold capable of in vesting it as
a remainder, or the preceding freehold before the testator's
death, by the death of the first devisee, the estate shall idle

Suppose the devisee is to the life, remainder to the
first unborn son of A. A dies during the testator's
life. Then the estate to the unborn son of B; cannot take
effect as a contingent remainder. But it will be good by way
of executors device, as the devisee had been no devisee to A. For
the devisee is anticipatory till the death of the testator, and
as the instrument must be construed as to there being
no life estate given to A.

A freehold may be made to commence
in futuro. A circumstance then to cause of an estate to be
in Commence on the day of his marriage, or soon to a devisee
of a freehold to the heir as it when he shall have one as good.
But in both these cases such estates being dead would be void. 2 a 592. 2 a 226. 223.

But nothing here presumes paper to the like. 2 a. 226. 223.

4. As to present the phrase remains in the decree, as his heir, 2 a 235.

But the contingency happens.

2 a 313. 40.

Thus, a man may devise an estate to A and his heirs forever. 2 a 256.

But if the devise before he came to whom to B be his heirs. This would be void in due.

But here the second will not take effect after the termination of the other, but it is substituted in a certain event in its stead.

2 a 226. 227.

Thus a remainder may be limited in a chattel interest after a life estate. As if A has a term for a term, he may devise a life estate to B remainder to C for years.

2 a 227. 226.

There was formerly a distinction between the limitation of the use of a life estate and a chattel interest. 2 a 226.

2 a 227. 226.

And a chattel remainder in favor to any number of persons successively.

2 a 227. 226.

But there is a difference between executory devises and contingent remainders when estates.

The former may be barred by a fine or common money suffered by the particular tenant. The former cannot. 2 a 227. 226.

2 a 227. 226.

For a contingent remainder must part of the fee.

A tenant estate which supports the grant. But an executory
SECRETARY COLVENDS.

device is not dependant on any such particular estate.

If there is a previous estate which would support the
remainder to be held, it is a contingent remainder or not an
executory devise.

But it is manifest from the last rule, that

an executory devise must extend no further than a perpetuity
in an estate absolutely vested in the beneficiario, or
become void as such. But the law will not allow a per
petuity. This occurs when the devise is limited to the space within
which the contingency must happen, to render the devise
a valid one. So were the estate devise to the son in
blank succession from 4 years of age upwards, for nine gen-

erations, he would be unenabling.

An executory devise must therefore

be to run for no definite to take effect within a

little or longer, or being one at 21 and a fraction of a

year afterwards.

So an estate may be limited to the manhood

age of 21 years, and as to render a man to have his property so that

the object of his bounty may not have it till he ac-

quires 21 years of age. An estate may be limited
to the unborne son of 18 when he arrives at 21.

It is said devolved absolutely to 18 to some others

with respect to the remainder in a chattel in

trust.
The rule to which we now apply that a general
failure of the remoter sort of the contingency,
The words "if he dies without heirs," mean his
successor that he has in the estate of inheritance created by implication.

Or if the words "if he dies without heirs," meant his
son only, the words are absolute and only go to the immediate heirs.
Escutcheon Device.

In an estate limited to B and if he dies without
was done to another, this gives him an estate tail.
other hand a devise is made to A and
be used to or by the devisee, and if his
the limitation is part of a remainder over to B is good. For the
continuance must happen if at all during a life in
while. Thus to A and his heirs, and of leaving no
his death, to B to his heirs, such limitation is good.
the contingency necessarily happening if at all in the
specified time, to A for life of he dies without issue
by B to B is a good limitation being within
the continuance period within which the con-

It first to understand that every limitation
with a general issue of time is said, but it is always
in and with an escutcheon devise a must necessarily
with regard to chattel interest.

Our former at an error once decided, that no
words be made without that may referable to the time
of the testator's death. But this is not to be considered
a general rule of law.

Any limitation of a future estate within
a certain time or remainder lasting a perpetual
basis. No limitation can be carried in this way.

further than the utmost children of some one in the
the future at this rate the ultimate fee of an estate might
be inheritable forever.
As we have sometimes given the first in bargained estate or a contingent estate, on a condition that it shall be conveyed to the person who is to acquire it on the happening of the event. If the condition is not fulfilled, the estate shall vest in the person to whom it is to vest on the happening of the event. If the condition is fulfilled, the estate shall vest in the person to whom it is to vest on the happening of the event.

When a contingent or reversionary estate is devised over on a condition annexed to a preceding estate, and the preceding estate fails to take effect, the subsequent estate will take effect. If not being intended by the devisee, it is an unfortunate limitation that should take effect upon the prior limitation.

If a devise is made to A in tail and for a life of five years, and B dies during the life of the devisee, A may take possession immediately. If there is a remainder and B takes effect immediately.

But this rule accelerating a second contingent limitation cannot obtain, if the previous estate fails from the readiness of the contingency.

Crested remainders are descendable, devorable, disposable, and assignable. They may, therefore, pass from one person to another while they continue re

remainders, being vested in interest. No vest in possession. It is transmissible that is it will pass when personal property, to the personal representatives.

Lastly, it may be conveyed by deed.

In part the law now shows the same rule as extended to contingent reversionary interests, except that they are assignable only in equity, nor in form.
The continuance of interests are usually denominated possibilities. clothed with an interest.

And such a continuing interest upon the death of the remainder man, being 100 who is the heir at the death of the remainder man, leads him who is the heir at the time the contingency happens. As if the estate be limited to A for life and B remainder to £ where B receives from A his life interest before the contingency happens, leaving 200 upon the death new owners. As in the present, let £. A. be the heir who is the heir at the time the contingency happens. Then the life estate above, i.e. from that the interest becomes vested, before the contingency happens.

An assignment or conveyance of such an interest is governed by a lot of fog, but not by a lot of law. The reason is that a man cannot sell that which he has not in possession.

An assignment in a lot of fog, as contradistinguished from a sale or assignment in law, is neither more or less than an agreement to sell or assign.

If the law is void, but the lot of Equity, considering it.

Law. It is void, but the lot of Equity considering it.

The party, therefore, to make the agreement. He who will not enforce the agreement, are said for a valuable consideration.

A continuance remains in equity, 100 to be transferred at the death because the Law a grant must always be of a present interest.
A dehors by way of contingent remainder or executory devise must be conveyed at law by a gift or recovery, which term is an estoppel. The recite stops him from claiming any thing against the recite who would undertake to claim it as a future interest, because to bring the inferred case before the court would be to deny the recite that an executory devise cannot by 3810. 318.


be barred by a fine levied on recovery, suffered, by one 34040. 340. having a previous interest in the subject, but in a contingent remainder can be barred by a fine or recovery by the particular tenant.

...and this a contingent interest can not be conveyed, transferred or held at law, yet they may be held to the owner of the land. The release may be a fine, but in abandonment of it may. A man may refusing to accept a future interest not conveying it.

In case of events happening after the tenant's death, a contingent remainder may become an executory devise, where the limitation is upon a double contingency. Where there is a limitation, which sam. Douglas 247. 196. 2. 9. 240. 240. 196. 1888.

remain but which it may by another which has happened or construed as an executory devise.

The reason of this rule is manifest. The simulation would take effect as a contingent remainder and effect as an executory devise by the very terms of the limitation.
Real Property.

Estate in Remainder. estates in Reversion.

1. The first limitation in a will, is an executory devise, and that follows it, are no estate, of course. But the same is the rule that when the first

2. executory devise vests in possession, the others vest in irrelish, but in the case of restrictions which depend upon events that have not happened when the first limitation vests in possession.

All estates in expectancy are divisible into

remunerable estates, reversionary estates.

Estate in Reversion.

An estate in reversion is the residue of the

te, remaining in the grantor to commence in

possession, after the determination of some particular estate, which he has granted away.

The reversion is said to vest in the grantor without any reservation. This seems an incorrect expression, as it would seem to imply the vesting

without any reservation. This seems an incorrect

expression, as it would seem to imply the vesting;

3. of 100.40, a new interest, it would be more proper to say reversion at once, it was before vested.

A remainder can be created only by the

act of the parties, a reversion arises only from the

operation of law.

A vested reversion is like a vested remainder.

A vested reversion is like a vested remainder.

A vested reversion is like a vested remainder.

A vested reversion is like a vested remainder.

A vested reversion is like a vested remainder.

A vested reversion is like a vested remainder.

A vested reversion is like a vested remainder.
But a contingent remainder, Mr. G. thinks, is descendable, devisable, and transmissable, he concludes as from analogy.

If one grants an estate for years for life, or what he thus limits to himself as a remainder would be the same at law, without such limits, it is not a remainder but a reversion.

And also if he limits to A for life, with reversion to B, this A is called a remainder in a remainder and must ensue as such.

When rent is reserved upon a lease, as companions the reversion is a general grant of the reversion, although nothing be said of the rent.

But rent is not inseparably incident to the reversion. By special words the reversion may, a grantee ultimam the rent, or the rent incident to the reversion. But a general grant of the reversion will carry the rent, while a general grant will not carry the reversion. The reversion is the principal, the rent the incident.

If one makes a lease of land he cannot make a reversion until the lease enters. This rule is grounded upon the Common Law doctrine of attornment. But since the necessity of attornment has ceased, it being generally necessary to grant a by law a reversion, it is unreasonable to suppose that the rule is also abolished. The doctrine of attornment is unknown in Can. and probably in the adjacent states.
Estates in Reversion.

The most proper word for a transfer of a reversion is reversion, but it may pass under the general word land, if the person describe such a subject in which he has only a reversionary interest.

Independently of the statute of frauds and perjuries as a rule of common law, a freehold in reversion could not be transferred, but by a fine or recovery. Still a vested reversion for years might be granted at law.

But the act of a grant of a reversion was not valid without an attornment; a device was made good even before the statute 16 Geo. 3. 3 Ann. Attornment was necessary only when delivery of seisin was necessary to convey the freehold. But a freehold may pass by devise without delivery of seisin, and therefore a reversion may without attornment.

As a whole reversion may be granted in any way so it may be divested, still leaving the ultimate soil in the grantor.

There may be a reversion of a chattel real or of a freehold interest.

There may also exist a right analogous to this in personal chattels. This is called a reversion. There may be a reversion express or upon a free tail.
Estate at Reversion

There may be a reversion expectant on a fee tail, but the law considers that interest as reversion as it is of no value, and is not applicable as estate to the hand of the heir.

It is a general rule that where a less and greater estate meet in the same person, the less estate is annihilated or merged in the greater. The legal notion is that the less is 2 Bl. 197. 178
the in these cases is surrendered.

But this merger can never take place where there is an intervening particular estate. Nor can this merger take place unless the greater and less estate rest in the person in one and the same right. For if one has the greater estate in his own right, and the less in that of another, a merger 2 Bl. 177 would be the destruction of the lesser estate to the detriment of a third person. And if a person has an estate in his own right and another in right of his wife there is no merger.

It is a general rule that no merger will take effect to injure a third person for the fiction juris cannot exist equitas.

Here is an exception to the general rule of merger, where two estates with their meet, in one by the same right. The artificial reason is that the merger is considered as implying a surrender, but a tenant in tail cannot make a surrender to defeat his heir. But a stronger reason is that to allow a merger would defeat the donor's intention, for the issue cannot be barred on the except by giving in recovery, and the issue shall not be deprived of the chance of not having their ancestor defeated in their right.

End of Estates in Expectancy.
Real Property

Lecture 12th
June 3rd, 1913

Estates in General. 2. Joint Tenancy.

Under former titles estates have been considered with regard to the quantity and duration of enjoyment as well as to the means of the tenants.

An estate owned in general is one of which there is only one owner during the continuance of his interest. And every estate is to be regarded as one in general unless otherwise expressed.

An estate in joint tenancy is one that is granted to two or more, and such as for life, for years, for years certain, for lives, for years or at will. The estate is to be regarded as created by purchase, and is therefore always said to be granted. It is created in the most extensive sense of the word "purchase," that is, that it cannot be created by descent or any act of law. It may be descendent, but can never be created by descent.

When an estate is conveyed to two or more, the words conveying making a joint tenancy, it will take effect as such. Thus if land is given to A and B and their heirs they take as joint tenants. There is no words to the contrary. But if one merely is given to one and the other to the other they will not take as joint tenants.

The properties of a joint tenancy are derived from this unity which is in the whole. When the interest, title, time or profession of the joint tenants change, the same interest and tenure in the same connection, whether in one or the same.
The meaning of the rule as to the unity of interest is that each joint tenant must have an equal quantity of interest in an estate in one moiety or common stock or in whole interest, and an estate in the same subject of is not a joint estate.

If a grant is made to A & B for their lives the are joint tenants of the whole, and each has an estate in the whole for the life of his co-tenant, and for his own life, but the last part of the rule was an incorrect meaning, for he who dies first since he said to have an estate for the life of his co-tenant, and the survivor have an estate for the life of his co-tenant and his own. It would be more correct to say, that each of the two has an estate for their joint lives and the survivor for the joint lives of his own.

If an estate is given to A & B and their heirs they are tenants in joint tenancy in fee, the 2nd Sec 250 entire inheritance survives to the heirs of the last survivor.

If a grant is made to A & B for their lives and to the heirs of A, they are joint tenants for their joint lives and it has the fee inremainder to the heirs of their bodies.
Joint Tenancy.

But from the necessity of the case, they have several
substances. The rule in the same is an estate as limited
is to a man and woman who cannot intermarry.

So also of two women.

In all these cases on the death of the or
iginal tenants, the issue of each will have a moiety
part of an estate tail is limited to a man
and woman, who may lawfully intermarry, if the
a joint estate tail and the entire intestate will
go to the heir of the survivor.

The estate of joint tenants must be created
in one and the same act as by the same conundrum
of the estate of both does not commence
in the same act, they shall have different titles.

The estate of all the tenants must com
mence at one and the same time.

If a remainder is limited to the heirs
of A or B, and they do not die at the same time
the they have one and the same interest, they are
not joint tenants, since their interest does not com
mence at the same time. But in the such cases
they may be tenants in common two moei
joint tenancy.

It seems however that two or more
persons may hold a use as joint tenants, the it
rests at different times.
Joint tenancy are revocable by the half and the whole. Each is half owner of an undivided moiety of the whole. The consequence of this is that one joint tenant cannot infringe the other, because each is owner of the whole, but one may release to the other. But a payment of one to the other is always considered as a release.

There is a convenience in making the husband and wife, their are not strictly joint tenants, nor tenants in common; there is a more strict unity of interest between them than between joint tenants. They consider the moiety as much as other respects, they are considered as whole, not of money. Hence the husband cannot during the wife's life dispose of all or any part thereof of his own act. The whole must then remain as the survivors unless conveyed away by sale or mortgage. In such case the wife must sell the moiety. This last rule do not hold only except as to the whole extent, it does not hold as to choses in action or chattels real. The rule as to personal is very different and applies to real. If a personal chattel is present in question to husband and wife it rests immediately in the husband.
Joint Tenancy.

A wife is not entitled to receive in an estate held in joint tenancy by her husband and another. It has been taught by some that the husband might in case of joint tenancy of the wife with another be tenant in common. But reasons of law appear to contradict this. The surviving joint tenant has a prior right to the one of them.

Upon this unity of possession depends the principal incidents to joint tenancy.

The incident is that acts done in or to joint tenant as such, are generally operative as to both. If both make a verbal lease reserving rents to one only, it will ensure to both the reversion being to both. But if by deed the rent is paid to one, because the reversion may be insured to one by a mere deed.

Hence to in the creation of the joint tenancy, unity of service made to one of the joint tenants, is the same as to both. For the possession of one is the possession of both.

If all joint tenants are deceased, a unity by one, is the same as by both, and in legal construction has the same effect as both. By reason of this unity, all actions by relating to the joint estate, must be brought by or against them jointly.
It has been determined in Conn. that one of two joint tenants may sue alone. This opinion Mr. G.

thinks altogether incorrect, not only as a violation of
the law, but may cause a multiplicity of suits. It may

refer to many other great objections.

By reason of this unity, one joint tenant cannot

maintain an action quae clausura quippe against the

other, for each has a right to enter upon and occupy each

particular part.

One of the tenants cannot do any act whichshall have the effect of defeating the estate of the other.

One cannot alienate the part of another, nor alienate the whole

so as to vest the

But now by the statute Westminster 2,

one tenant may maintain an action for waste or nuisance.

One joint tenant by constituting the other his

laid off may have an action of account against the

other. But one joint tenant is not accountable to the

other for having received more than his share. But now

by the statute has been one can call the other to ac-

count a joint tenant.

Upon the unity of interest and possession

it seems the grand incident of joint tenancy, the one

accrues to the right of the survivor to the whole

interest after the death of his companion or co-tenant. 2 Bar., 133, 4

The rule is the same whether the tenancy is in

fee, for life, or for years.
Joint Tenancy.

This right of survivorship is founded upon the
reason, that as the right of such is founded in the same
and extends to all and every part, and as the interest
does not fail at the death of his component he has
a better claim upon the whole, than any one else
has to a part.

This right of survivorship is superior to
the claim of creditors, the
and the rules now laid down as to the right of
survivorship and the priority of that right, hold equally
its personal as well as lands, tenements &c.

But this rule does not extend to joint stock
in trade, there is no survivorship in joint-merchants.
This is so provided by the MfL as useful to the
encouragement of trade.

Partners in trade are not to all purposes
joint tenants, as they are with the exception of the
as accrescendo, to most purposes, they have a joint
interest.

There is also another exception to the right
of survivorship, in the case of stock when a farm
occupied jointly for the encouragement of husbandry.
Neither the heirs nor any after corporation
can be joint tenant with a private person.

The reason assigned is that the private person
has no chance of survivorship which ought to be
mutual. But this is not the only reason.

3 P 269-91
2 P 255
1 Inst 152

B
1 MfL 258
1 Inst 152

142. 146
294-300
11 & 3 B
1 Lew 217
1 Wil 17
116. 122
1 Ver 242
252
Conf 544
512
1 Rew 217
1 Past 152
7 Bl 399
1 Inst 140
L. 140
2 Deo 12
2 Deo 152
Joint Tenancy.

Joint Tenancy cannot be joint tenants with each other on account, for the reason last given will not apply here since there is here no estate of mutualities.

Besides the law does not require that there should be an equal chance of survivorship.

The reason cannot be that the chance of survivorship is not equal.

But the true reason is that the right is held by estate with another is wholly foreign to the purpose for which a body corporate was instituted.

This right of survivorship is not essential to the existence or to the exercise of the powers of such body politic. And the existence and need for the existence of a body corporate is as essential to their existence as to the exercise of their corporate powers.

This right of survivorship has not been exploded in all cases. Joint Tenancies as they are held and called in law are as species of anomalous estates.

A joint tenancy depends upon the unity. As mention, it may be destroyed by the destruction of either of these units.

Unity of time cannot, never from the nature of the case be destroyed, but the others may.

Unity of possession may, for if two joint tenants make a division they hold as generally in the joint tenancy is destroyed.
Joint Tenancy.

The law as to joint tenancy could not compel the other to a partition. But under Statute 9132 268 one can compel the other to divide. So also in cases of

And by the Bon statute, the guardians may make partition for their minor joint tenants.

In this section, the demand must be for the proportions of the quantity held, for value taking quantities in quality together.

A joint tenancy may be also destroyed by destroying the unity of title. If if one conveys his title to another. Still as there is no actual partition, there remains a unity of possession but not of title.

But a devise by one joint tenant does not sever the estate, for the devise will not take effect. The survivor will take having a prior right.

Lastly, joint tenancy may be destroyed by the destruction of the unity of interest. Thus if the survivor resides upon one of them in the case the younger estate being in hand which resides will destroy the unity of interest.

If however an estate is granted to two for life the heirs of one of them, it is a good limitation.

Now a limitation to one and to his heirs is one and the same estate, and hence is therefore no merger of the life estate. It has a vested inheritance on the death of B. There must be two different estates recurring or meeting in the same person to create a merger. Hence the estate for life is not merged or remainder.
Joint Tenancy.

If one of two joint tenants in fee makes a lease for life to another, the joint tenancy is destroyed, 12th March 1918. The unity of interest being destroyed.

If one of three joint tenants abandons his share, the other two hold their parts as before, there is no severance between them, but there is a tenancy in common. If one releases his part to one of the other two, the other two continue as before as to their respective parts, but not to the part released.

A part of the original joint tenancy may remain so whilst another is severed, so to the first part the rights of survivorship remain, but not to the part released.

It is generally advantageous to joint tenants to revere the joint tenancy, except in case of a joint tenancy for life, for if they sever it, they hold only an estate in a moiety for life, if they do not. The survivor may enjoy the whole, and the deceased will have enjoyed as much as if they had severed.

If these are joint tenants for life and one alienates his share for the life of the other, he forfeits his estate and the grantee takes nothing.

If one joint tenant enrolls his companion, he may recover possession by action of ejectment. But there must have been an actual seizure, for unless it, the tenant in possession is deemed to have and receive for both. And the title of the latter is not considered as disputed but by an action.
Coparcenary.

Order. But there can be judgment only that he shall be restored not that the other shall be put out.

Coparcenary.

An estate in coparcenary is one that has descent to heirs or more persons as heirs. The rule of the descent is by the custom of the land, the rule of descent is taken away, and all the sons take equally.

This preference of sons does not probably exist in any state of the Union. The right of primogeniture does not exist in any one of the States. Mr. King says all the children are equally heirs in all the States.

All these coparceners are considered in law as but one heir.

Properties of a tenancy in coparcenary are somewhat similar. They are tenancy, it has been seen in the title and possession.

Coparceners may sue jointly and the entry of one generally is the entry of all in the sense of law; and the may be sued jointly.

An entry upon an estate by the guardian of an infant partner, the entry is effectual in favor of all the partners.
Coparcenary.

In consequence of the rule, one joint tenant in Coparcenary may not maintain an action of his joint against another; for one coparcener can compel a partition of the tenancy. But it was not so at Ely, and there was no right to joint tenancy, and therefore the statute of Westminster I was cured for that purpose.

But parceuses after material to some respects.

The parceuses are a new claim by descent, and such tenancy can only be created by descent. By a consequence of their descent from a joint tenancy, no other materiae of interdeclar can be held in tenancy in coparcenary. But it is not so in joint tenancy.

But in general whatever may be in pair.

Wards may be held in coparcenary.

In this species of tenancy, no unity of time is necessary. Thus, if one parcel be dies, the pair 134. 168. and the heir of the deceased take as co-parceners.

The coparceners have a unity of time, but not like joint tenants an entirety of interest. Thus coparceners each in service of a whole divided part, 162. 165.

Ward, but not a moiety of the whole. Wherein there is no jus assertendi.

With regard to the mode of descent 164. and the rule must be observed. The descend to parceners.

As, if the heirs are in equal shares in the ancestor, and to be entitled in their own right.
The descent is said to be per capita or in strips, from per stripe, that when they all take equally, and not by the right of representation. Representatives are said to take per stripe when they take six parts of another person or through another person, from a common ancestor.

If a man had two daughters, one of whom had several children who died before him, when he dies, what would have descended to his deceased daughter goes to her children, and the other daughter receives the same as if her sister were living.

Again, if they all take in equal degree of the claim by right of representation, they all by per stripe.

Suppose that there are two daughters, one having four, the other only one child. These children claiming by representation, the share of each will take what the mother would have taken. So that the estate of one mother will go to four children while that of the other be one.

In coparcenary, all of males are preferred to females, as in the case of descent per stripe the son of a coparcener will take in preference to the daughter.

As long as land held in coparcenary continues in unencumbered partition, it is while held in coparcenary. But if partition has once been made, the cotenancy is at an end.
Coparcenary:

So also if one of the original partners

abides his share, the coparcenary is destroyed. No partition is in partition, but there is no unity of title; and

it is essential to a coparcenary that it be by descent.

If two coparceners marry, one of them

removes tenants in common; the husband does not

claim as parsoner but as tenants in common. They cannot claim by inheritance, and

therefore are not parsoners.

The wife can claim home where she has

land held in coparcenary.

There being no survivorship in coparcenary,

the objection urged against decree is without

reason.

Partition may be made in four different

ways:

1. They may all agree to the division and

that each shall have.

2. They may appoint a third person to decide

for them.

3. They may make the eldest parsoner the

master of the division of the last choice.

4. By casting lots.

But parsoners may be compelled to make

partition. This may be affected by writ of partition

by the court, or by a bill in Chancery.

In the right of partition, there are two

cases.

1st. That the parsoner makes, and

upon this agreement, a rent or grant is given to the

tenant.
Tenancy in Common.

A partition to be made. And upon the return of the suit the second judgement is given to separate such partition.

Where there are any encumbrances it is usual to apply to Chancery, for they are before the power of the law of their jurisdiction.

Where the subject is indivisible, the common practice is for one of the parties to take the whole giving proper compensation to the others, or for all the parties to occupy it by turns.

This common in Rome and generally in E. & F. to observe, the last rule, where the subject cannot be divided without destruction.

Tenancy in Common.

Tenants in Common are defined by Bl. to be those who hold by several distinct titles, but by unit of possession. But this definition is not altogether correct, but it is very difficult to devise a better definition. It is true, that all who hold thus are tenants in common, but all tenants in common do not hold thus. From this definition it is to be understood that no owner may give possession to another, that of possession. But they may hold by unit of title interest a time, provided that proper words be used to create a tenancy in common and not a joint tenancy.
Tenancy in Common.

But if the interest of all the tenants is one and the same, and the title unto and the commencement of the same time and the possession so united, they will be ruled tenants of course, without words are used, owning a tenancy in common.

But if there be no other unity than that of possession they are tenants in common.

A tenancy in common is often used to mean the entire interests of several lessors, as this is a generic term, it is a tenancy in common to the whole lands by several lessors by one title and several rights.

The tenant in common may hold in fee and the other in dower or for life. Or one may hold by purchase or deed and the other by descent. The estate of one may commence at one time and that of the other at another time. Unity of time not being necessary.

In common tenancies may be created either by such declaration of a joint tenancy or as lessees to the possession, or by limitation, or at death or devise.

In case of two joint tenants either to a claim both of them.

The interest of the stranger becomes tenancy in common.

For the same reason if one of the lessees

come tenants in common.

Lecture 15.

2 Mills 129.

1916

2 Mills 129.
Deny in Common

Whenever a joint tenancy or tenancy in common is destroyed, without a partition, so that the entire property remains, it becomes a tenancy in common.

In a limitation of an estate intended to be a tenancy in common, care should be taken that no words be used that would create a joint tenancy.

If a deed or devise is granted to two or more persons an estate which is not a joint tenancy, it must be a tenancy in common.

The rules of construction in a deed or devise favor a joint tenancy rather than a tenancy in common. For being established in early times, they favor the interest of the grantor more than in a tenancy in common the services were divided.

The most usual and safest way is to divide the estate equally. If A and B are tenants in common, but other modes will answer the same purpose, this is not so good.

Thus if a limitation is made of one half to A and the other to B, it is a tenancy in common.

And if a man grants half of his land to another, they become tenants in common.

With a deed or devise to two persons to hold jointly or severally, creates a joint tenancy.
Tenancy in Common.

An estate devised to two persons to be equally divided between them is an estate in tenancy in common.

And it has been determined that a devise of lands to A & B equally creates a tenancy in common.

"It was formerly thought however that these words in a deed would create a joint tenancy. No doubt in a deed. However in a modern case they have been thought to create a tenancy in common.

Tenancy in common, may exist in estates in fee simple, chattels real, or chattels personal.

As between tenants in common there is no survivorship. The wife may be entitled to dower and the husband to curtesy.

So tenants in common have distinct rights one can convey his right to the other.

One tenant in common cannot not at C.L. compel the other to make a partition, but now by statute 31, 52, 194, A.S. 194, he has this power.

But coparceners always can. The probable reason of the diversity is that the latter become so in operation of law, but joint tenants are not law, and take the estate by mutual agreement, as A.S. 31. 32. 33.

A very material difference between joint tenants & coparceners are the latter, and tenants in
Tenancy in Common.

common in one is that the latter cannot join in an action on the realty. But in an in

There is liability in common, and to be sued for all

outlet to join. They can never join except in cases of

respect their titles being different.

So also in trespass and all personal action.

They should all join for here the damages

are common, in legal contemplation and must

be measured at once without apportionment.

Besides, whenever there would be a multiplicity of suits.

And in regard to personal actions to be

brought by tenants in common, they are quasi joint

tenants. These personal actions survive to the sur-

vivor. Thus if during the lives of both a trespass is

committed, the survivor has the whole right.

If tenants in common make a lease renders

the present will follow the reversion

which is in severalty. And must make separate

deeds.

If they are defereed they cannot join in an

action to recover, for their titles are distinct.

They cannot make a joint lease to guard

against or eavesdrop.
TENANCY IN COMMON.

It has been determined by the law that joint owners in common, may sue jointly, or severally, at their option. This is an evident departure from the act and from analogy. It is a departure from principle.

In the case of one tenant in common charging another companion for receiving more than his share of the profits, this is, however, now remedied by the statute of Ann., which affords relief.

And by the statute Westm. 2. one tenant in common may maintain action of waste against his companion.

If one tenant in common defrauds or wrongs his companion, the latter may have an action of ejectment to recover possession.

But to enable him to maintain this action, there must have been an actual waste, for until he is thus sure.

The payment of the tenant is his also, the possession of one being considered the possession of both.

The sole possession of one and the inclusion of the whole estate is not sufficient to affect another.

But there need not be an actual forcible entry.

To maintain this action, for the sole possession is not sufficient evidence of waste, but sole and adverse possession is sufficient evidence of waste.

If there be retained the whole possession denying the other's title, it is sufficient proof of waste.
Tenancy in Common.

Great length of possession by one, without any notice of the defect, is sufficient to evidence of bad quality. But the defendant's confession of how extra amount is a confession which he is obliged to make is sufficient to prevent a consent of the validity. The action of ejectment is allowed for possession of such waste, that 'last rule will be explained'.

The statute of limitations does not run against the tenant out of possession, where the tenant retains the whole estate, unless the other owner has been actually ousted.

The judicial remedies of tenants in common extend only to things real or minors of the reversion.

Where there are tenants in common of lands hereditaments or they are entitled to the remedies above mentioned of waste account etc.

But in a personal chattel, if one keeps his

... 200...

5 Mar 319: 201.

2 Oct 19.

possess or enjoy all the titles & interests of one of the tenants by purchase or otherwise, and the estate is consequently held in several...
Title by Execution.

By the statute law of 1641, and many other statutes, the sheriff of an execution has become a common mode of correcting titles to lands.

Writ of execution according to Common Law.

By the Code, the writ of execution in personal actions, are these only: nisi facias, divari facias, and capias. See Dig. 4. 12. 15. 9. 8. 12. 14. 12. 14.

Nisi facias.

Upon this execution and the goods or chattels of the defendant can be taken, but by it, money may be levied out of chattels, real as well as personal.

And when personal property is taken upon this execution, it is to be sold by the officer to satisfy the judgment.

Divari facias.

This extends to goods and the property of lands, so that the sheriff may take under it the growing emblements as well as the goods of the defendant.

Under this writ, also, the sheriff may compel the sheriff to pay the amount to the defendant.

For these two executions, the whole person—3612.

So property of the defendant, except necessary writings, approval is liable to be taken at the sheriff's feet of land.

But nor neither can the land be taken.

Nor can structures be taken upon under a writ of possession, windows, furnaces, or the company fences, etc. 3 East 38. Lordelo 362.
Title by Execution.

At O, it was no election by which the debtor's
lands could be taken, except after his death, while it was
in the hand of the heir.

(Expur al Satis faciendurum)

This word signifies against the body of the dead
in a strict only. But by O, this writ was allowed only
in cases in which the injury was committed in foro
as the pap 20 it was regarded as a penal soliciting writ
action, where the party was liable from mere negli-
gence, his body was not liable at O, but only
when there was some breach of the peace.

This at O, if an party recovers in any
other action, where what was brought one sounding in
force of arms, he was obliged to resort to one of the
two former executions against the original debtor.

But he was not confined to those in actions
against his body.

But by the statute of Mabbe $14 $6 $3. West
minster 2. 17. Eliz. 27 Edw 7. 25 Edw 3.
The last writ of capias was extended to actions not
existing in force.

But this is only the king might have an
execution against the land, no subject could at O.
This rule was a consequence of the feudal restrictions
upon alienations.

But upon a judgment to recover against an
heir as much, on the obligations of the ancestors, the
plaintiffs could come after all the lands descended
from the ancestor. But going from the nature of the case, and the heir should not be liable for his ancestor personally, he has no interest in the personal property; if then the land were not liable, there would be no remedy, since he is not the debtor. The case of the heir since the land is liable.

In this execution however against the heir, the land is merely extended to be held by the executor until the profits satisfy the judgment, the fee does not pass.

Thus much for one execution. But since by statute, Westminster a plaintiff may have an exigency against the goods and chattels as half the age of the defendant.

But under this execution the goods are appraised and valued and then delivered into the power of the plaintiff, and he must be held by the plaintiff until the profits satisfy the judgment. And by the statute the merchandises and the choses in action, two new species of executions are introduced. These take place upon a forfeiture of indemnity under the statute, and under either of them all the goods and by the defendant are liable, but the lands are only extended to the uses above mentioned.

In case there is but one execution in personal actions, and that goes against the lands, goods, and lands of the defendant. By the law, when goods are taken in execution, they are to be posted or advertised as rule 2.
Plead Property.

Plead by Execution.

Can be sold at public vendue in 30 days.

But before the goods can be taken, a demand for money must be made, at the defendant's place of abode if that be within the precincts of the sheriff's authority.

If the sheriff sells the goods before or after the time appointed it is illegal, and the sheriff is a trespasser.

But if personal property sufficient to underwrite the execution, cannot be found upon the land or body of the defendant.

If has been doubted whether specie could be seized. This doubt should arise if cannot well be considered, however there remains none now, the money can be seized.

But, if sufficient personal property is not tendered, he may take either the land or body of the defendant.

And if a sheriff, without the order of the creditor, takes land when he might have taken the money or personal property, he is liable to the plaintiff for the whole amount.

By the state of this necessary apparel of himself, his family, and his living, such as tools, arms, necessary implements of his household, of the house, necessary furniture, one cow, sheep, not exceeding two, two hogs he exempted from execution. But if there are more than these, creditors may be taken equally. Also if they are tendered may be legally taken.
After the sheriff has taken the body of the defendant, or before commitment, sufficient personal property intended he must release the body.

By the law of Eng. if the sheriff, after taking upon execution, permits the defendant to go at large for an instant upon whatever security he is partly or wholly voluntary to escape,

But it is otherwise in Dom.

By the Comm. if the sheriff is doubtful as to owner, he may summon a jury to ascertain the

ship of the goods he may summon a jury to ascertain the

But in Dom. he has no such power, but must judge for himself, if there is any duty, he is not to incur it, and consequently not liable for not making the seizure, without sufficient security.

If the officer does not take property sufficient at the first seizure, he may make a second.

But if the sheriff levy on property which is insufficient, and can afterwards find no more than

the body of the defendant, he is liable to the plaintiff, for not taking the body, unless he has been otherwise directed.
New Property.

These rules suppose that he could previously have been more properly on the body of the defendant.

It has been not unusual in this: after the attachment has been raised in execution upon the property of the defendant, that another creditor attach them in the hands of the first. The seizure was properly has been also denied by the supreme court of Massachusetts.

In such a case, if the sheriff, who laid first, after having sold the goods has any surplus, it must go to the debtor.

Under the statute of Coa, a fee simple may be taken in execution. And not only a much but all lands and tenements are liable to execution.

And the mode of setting off of lands, &c is the same whether they are held in fee or otherwise.

The statute also has been extended to an equity in redemption, but the equity an equity of redemption is not given to execution.

As to the mode of acquiring title to land by execution, that is settled by statute.

The party must first make the demand.

If upon demand that made the money is insufficient, the sheriff may be levied upon the real estate.
Title by Execution

If real estate is taken, without due process of law or after sufficient personal property or money tendered the suit is illegal and no title is acquired.

This must also appear upon the return of the sheriff, or the levy is not good.

But if there is an execution to this rule with Do. when all returns made before August 1830, it had then been customary to invent the demand in the return of the sheriff.

If the land being taken it is next to be approved by three indifferent freeholders of the town. All persons related to one of the

This is not one indifferent freeholder, as an un

eight or less.

If a person having obtained execution before marriage, after coverture, he can appoint an approver. This is doubtful.

An approver by persons not freeholders is a

No both parties agreed to it.

One or more appraisers in certain cases must be appointed by the most ancient justice of the town, that is anyone in the town where the

And to complete the title the officer

must cause the execution with his endorsement to be entered upon the register of the town in which it was taken, and the office of the clerk of the court whence it is said to be here recorded.
Real Property

Title by Execution

The first recording completes the title, yet a copy of the original judgment may be required in trial.

Recording in the county clerk only, on the clerk of the CS only, is not sufficient.

The whole record need not be given in

but a certificate from the county clerk or a copy of the

record of the clerk of the court are sufficient.

The defendant on the execution may

repleat the title by tendering, at any time before the

execution is returned.

Under the Statute also the whole

41st treat may be taken, and sold off. There is no provision

for reclaiming lands.

By the Statute of 1873 judgment is had to

be made of the defendant out of the state, the plaintiff

can give notice to refund the property taken.

If the defendant returns within a certain time and

not abide the judgment will without such bond the

judgment is now erroneous. But only the defendant

or his representatives can take advantage of it.

An execution in bond must be made

returnable in 60 days, or if there are 60 days from the

date to the next term, at the next term.

If the execution be desired to be "returnable

accord to the order of the Court from which it issues, between

which + the last there are 60 days.
And a levy made after the return day is valid. 36th 1st 13.

In return of the officer does not return on 3 Day 1.

or before the return day, the is liable to the plaintiff.

But see if the part remit has been sufficient, and if not return is necessary.

But this as long after the return day is now.

If it be begun before that day it is valid, since it is sure that all these executors have a relation
to the first act.

The rule of an execution does not vary thedeg.

In a raction it only extents the order to the plaintiff. 2d 1st 13.

And the

return may after bring his action at ejectment.

It is a general rule of that of the

case, the first execution is ineffective, then he may

not bring a new execution, nor may a new facias form a new execution.

If an execution cannot issue after judgment, or has been for a year and day, unless by a new facias.

This save facias in personal actions was

in the real actions by 2d 1st 13.

a Nov. There is no time similar to the effect.

execution to take effect.

An execution be prayed out only by one who is

bound by court, as the judgment, in the plaintiff, his

personal representatives.

In real actions of the plaintiff this after

judgment, and before execution, the heir receives the
Title by Execution.

Be sure where the execution. Must not personal actions the execution belongs to the personal representatives.

And if the plaintiff after having obtained execution dies, it may be executed without a new petition, in favor of the heir or personal representatives.

If an administrator during minority of the executor obtains judgment and the executor attains the full age he will have the execution.

In now by the statute 1 Par 2, if an administrator having obtained judgment in favor of the executor, he is said he

would not a Common Law.

If judgment is given against two and one dies before the execution, the plaintiff may have an execution by seisin facias.

If judgment is had against one only who dies before execution leaving lands in fee simple, execution may be prayed against the heir by a

seisin facias.

Or if personal property is left, he may obtain execution against the executor or administrator.

But if the writ of execution issues before the defendant's death it may be executed without a seisin facias.

If corrupt is given to husband's wife she may sue before execution of may come against the sure bond.
Estates upon Conditions

An estate upon condition is one depending on some uncertain event, in which it may in reality never happen, or which, though it may happen, may or may not be that which will determine it to be an absolute estate.

The use of the words, "estates upon condition," implies "estates upon condition expired.

Under the latter view an entire estate is said to vest in the tenant upon condition expired, unless some condition annexed from the nature of the estate, and not express, takes place. These implicit conditions arise from the operation of law.

As it is a condition annexed to every estate, the holder shall do as he can in consequence, or the nature of it, but there is no need of inquiring what condition is to be done, or done for the case supposed.

An estate upon condition is one in which some condition is made it annexed by which the estate is to commence or terminate.

Such conditions are precedent or subsequent to precedent condition, if the which must happen.

If the estate is a vested estate, it may or be enlarged to an estate when a married or arrives at 21 years.

A condition subsequent is one in which an estate already vested may be defeated. As if an estate, if the grantor, is subject to a condition of doing or not doing, and if the grantor is to do that he shall forfeit the estate.
In this last case the grantor cannot recover the estate until he demand the rent or the rent of payment of it.

There is a distinction to be observed between an express condition, i.e., a limitation with a condition in law. These words are there, when "and" or "so are words of limitation; but the words "upon condition," provided" or that "if are words of strict condition as distinguished from those of limitation."

From these words there is the qualification is of limitation. Upon the happening of the contingency, the estate is defeasible without any act of the party.

But when the estate is defeasible upon strict condition, if death, the estate does not cease of course from the breach of the condition, but the next claimant must do some act to deprive it.

But this distinction does not hold uniformly, for if words of strict condition are used, the estate is defeasible over to a third person, the qualification is called a limitation and not a condition.

The reason is, that if the estate was contract, when condition is not the death of the grantor, then the grantor can have no interest, when it is defeasible over to a third person, even if the third person not being a party to the contract, is not held to be liable on condition.
Where a lease contains a clause that the lessee may enter for non-payment, so is it not the case that the lessor may enter for non-payment, as is required by the clause. The reason is that in the fiction of the law of ejectment, it is assumed that actual entry be made. The reason is that the fiction of the law of ejectment.

It was formerly decided whether a condition affecting a lease, that if the tenant should assign, the assignment was valid, but it is now settled that if the tenant assign, the contract is void.

It was still a later reality, whether in the will of the lessee, a condition that executors could assign such interest, but as to assign, the estate, the tenant, and against the assignee the condition.

It seems here is an estate, that a person, an estate, without a condition in a lease, that the interest is not to be taken when execution is given.

If one who holds an estate for life or year, attempts to assign, against a condition that he may sell, to whom the estate does not determine if not been an assignment.

If an express condition subsequent to an estate is impossible, the estate is absolute as if there were no condition.

It is a general rule that a condition is an impossibility, as such arrived.
Estate upon Condition.

The rule is the same as the correlative. It is possible, as the creation of the estate, becomes irrevocable by the act of God or the grantor; that being fundamental.

Thus if a condition subsequent is against law, or contradictory to the nature of the estate granted, the condition is void, and the estate absolute.

The law will never allow a man to take advantage of an unlawful act.

For as it is well against public policy to make such condition binding, as it would predispose men to commit crimes.

And if a condition precedent is unlawful or impossible, the estate itself, as well as the condition, is void; hence the vesting of the estate depends upon the performance of the condition. Now one can never by renunciation be performed, and the performance of an unlawful condition can never confer a right.

The performance of a condition is proved by parol evidence.

Under the heads of estates defensible when a subsequent condition are estates held in pledge. The short word are called immovable, immovable or moving pledge, or an estate held in the pledge to discharge the debt, as the contrary part.

And when the estate held is thus discharged the estate is upon the estate restored.
A pledge of the real or personal estate called 
mortgage or mortgage.

A mortgage is an estate granted by a debtor to a creditor on condition that if the debtor does not pay the debt in a certain time, the estate shall become the property of the creditor. The mortgage is not a security for the debt, but a security for the estate pledged. The word mortgage originally denoted the estate pledged as a pledge for the debt.

The condition annexed to the grant of the estate pledged is called the security, or the mortgage, and the grantor is called the mortgagor, and the grantee is called the mortgagee. The word mortgage is now generally used to denote the estate pledged, and is used for the mortgage debt.

The condition annexed to the grant of the estate pledged is called a defeasance, or a declaratory, to define the estate. This condition may be incorporated with the grant, annexed to it, or included in a different instrument. For it is a general rule that two instruments between the same parties must be concurrent, to relate to the same subject matter from the same source.

But this rule presupposes that the deeds shall not refer to each other, or that one of them refers to the other. If the grantor gives a covenant to convey the land back, it is a separate instrument, and the instrument does not refer to the other, it is not a mortgage.
Mortgage

When a man as the mortgagee is bound to the mortgagee to take immediate possession, if the same can be so as to prevent the performance of the condition. The last relates more immediately to the mortgagee upon the satisfaction or merit of the mortgagee and not, in a sense, upon the morality of the mortgagee, for the purpose.

There is a difference to be observed between an antecedent ease to occur in the event, and when before the payment of a debt. In the latter case the lender of the money discharges the debt upon the same, but the mortgagor may still recover his debt.

But in the former the lender discharges the whole satisfaction on the part of the mortgagor.

The condition of a mortgage deed was formerly considered as a precedent condition, but that is now entirely incorrect, as it operates in every manner as a subsequent condition. Conditions precedent have always regard to the creation of the estate not to its defeasance, but the condition here operates to defeat the estate vested in the mortgagee.

Formerly, upon the forfeiture of a mortgage or fee, the estate being absolute at law in the mortgagor, his wife was entitled to dower. Formerly this inconvenience, the practice of mortgaging long leases instead of the freehold, and this is what has been long settled, that the wife of the mortgagor is not entitled to dower, still the practice is not discontinued.
It is not unusual for the mortgage or purchase bond to be made for the performance of the conditions in the deed, but this is unnecessary. Where there have been formal bond notes, non-payment at the date is a breach of the contract condition of the land as well as of the mortgage deed.

As of 1804, when the breach of the condition immediately the estate vested in the mortgagee, a consequence of this was that very valuable estates were financed for a trivial consideration.

It is, of course, strictly a condition strictly and personal contract between the parties, and if the estate were to be considered if as a security for the payment of the debt. And in that event it is after the forfeiture to mortgagee unpaid the money, the estate should be restored. There was a law current between the time of the law 1775.

Upon this subject, but the law did provide that since that time the jurisdiction of mortgages has been within the state of Co.

Equity of Redemption.

This equitable right which remains in the mortgagee after the forfeiture is called the equity of redemption — a species of right known only in the cases where a sale is involved. Until redemption or satisfaction the mortgagee can keep possession and take the profits. The equity of redemption does not commence the time of foreclosure.
mortgage.

From this view it follows that a mortgage
not such an instrument as to defeat
any former disposition unless the such former disposition
is necessarily affected by it.

There are certain distinctions to be respecting
certain minors and minors mortgaged. When lands are
thus devised, the mortgage is not in all cases
a subject of the devise. More of this will be
Latter.

Every contract for the loan of money or
the payment of a debt secured by the conveyance
of real estate, where the conveyance is not
therein as a disposition of the estate, but considered
as a mortgage, is a disposition, as well as
a sale or alienation. But it has become a maxim in
English law, "once a mortgage always a mortgage." The true
meaning of this maxim is that all agreements
between the parties to assure a redemption are
made at the time of making the mortgage, and
words all previous, made at the time of making
the mortgage, are the words of redemption
are void. It is inconsistent with the nature of a
mortgage, not against the policy.

Hence an agreement between the parties
that the conveyance shall be made a sale, even
if the money is paid at the time of sale.
Equity of Redemption. Mortgage

And in the application of this rule of equity, it makes no difference, whether the person in whose name the mortgage is registered, or the mortgagee, is a distinct person.

And as occupier is the Or. of equity on this point, that no agreement at the time of giving the mortgage, that it shall become an absolute one, 2 P. 529.

nor annunciation made at any time afterwards, provided the mortgagee will advance an additional sum as absolute, will be.

But an agreement that if the equity of 2 P. 529. redemption is to be sold, that the mortgagee shall have the right of preemption in goods.

A subsequent agreement for the sole of the court of redemption executed by the parties in good faith, would be extravagant to prevent a purchase of this equity doctrine.

So also if the mortgagee releases the estate in the mortgagee upon conditions that he shall recover upon certain conditions this estate, is binding, if the mortgagee need not recover, unless the conditions are performed.

Again in some cases of family settlements - when the transaction is between members of the same family, where there is a hindrance entered to the mortgagee upon a certain event, there is no exception to the rule once "a mortgage absolves a mortgage."
Real Property

Equity of Redemption

Thus—A: makes a mortgage to his niece upon a
consideration, valuable consideration, by way of family settlement.
B: with condition that the mortgage should not be
redeemed during the life of the mortgagee, his
representatives were not to be
redeemed after his death.

So where A mortgaged lands to his brother
on condition that if he died without issue that
his brother should have them absolutely, the will
was adopted.

There is a certain class of agreements which
allot the 6th
are to establish the doctrine that an absolute deed
without any written condition, under certain circum-
stances, may be considered a lease, as a deed,
when (there are cases where) an agreement to redeem
is enforced from circumstantial facts, which
are notorious, and in proving which there is
no danger of committing injury.

It is submitted that a general agreement
would not make the deed a mortgage, and such
an one can only be implied. How, then, is this?
A executed a deed to B and gives to B his mort-
in the consideration of the deed. The grantor re-
mainin in possession receiving the rents and
profits. The grantee pays the taxes and interest on
the note. Now these facts being proved, in
the proof of which there is no danger of secrecy,
clearly show that a mortgage was intended, upon
Meal Property

Mortgage

The point there is no judicial decision. In our last it has been assumed that rule in.

The Court of King's Bench reversed the decision in both cases.

For myself I say that if the debt was this dealing with it. But I am not one that our result is practical. But I doubt whether the rule would be adhered to Westminster. Indeed.

It is a clear case, however, that the pay-

ment of the debt may be proved by parol.

The mortgagee cannot be compelled to give a receipt for the money.

So also when it appears that the mort-

gagee has forgone the debt it may be proved by

parol. But it is not an agreement to convey an

interest in land, so it is not within the Stat.

This where the mortgagee in his last McCas-

key to the mortgagee. After the debt had

been written, this was held to bar a petition

for foreclosure by his representatives.
Real Property

Mortgage. Lecture 20

The tenant the mortgagee has a right to take the
produce of the premises,

but however, if it is found as result that the lease was
more than one year, and the mortgagee shall remain in possession, he is regarded as
a tenant from year to year.

3. Co. 75, 546.

The tenant of the lessee shall remain in possession as
well. The rule however, regards merely the position of the
mortgagor in still considered as the owner of the

This is however on some respects in a different
situation from a tenant at will, he may be sued in ejectment by the mortgagee, without notice to quit, which an
ordinary tenant from year to year is not liable to.

On the other hand, a mortgagee is not liable to
be summoned as a tenant, at will, because he
is bound to pay the interest of the debt, for which the
land is properly pledge as a security.

But if the mortgagee meets the mortgagor be-
cause the time of notice a tenant, the mortgagor is
not entitled to the entailment, because the whole land
escrows growing upon it are binding to secure the debt.

A common tenant as well can make no ci-

The tenant who undertakes for his uncles,
bond, to determine the estate. But a mortgagee in pos-
session may make a lease to another, or left the mortgagee

is entitled to his estate, or his devisee, or his devises or a defendant. The owner of the

Lecture 20

3. Co. 75, 546.
Deeds of the mortgage generally as the mortgagee

Since the demise of the mortgagee is binding to
be issued by the mortgagee without notice.

It seems to follow also that the mortgagor
when issued must not be entitled to the remainder
any more than the mortgagee. This point has not been
considered previously, however. 

If the mortgagee give notice to the under-
liee that he must pay the rent, the latter is
bound to pay him, at that which is in arrear before
the notice, and that which occurs afterwards. If he pays it
after notice to the mortgagor it is at his peril.

The mortgagor when sued in ejectment by
the mortgagee cannot defeat the mortgagee by alleging
title in a third person. This he is stopped from doing
by his own deed, even tho' he had actually no interest
in the mortgaged premises.

The rule is the same when the mortgagee
is sued in ejectment, by the mortgagee. He is precluded
from avowing that the legal title is not the mortgagor's.

On the other hand the mortgagor having made
a lease, cannot deny the interest of his lessee, during the
continuance of the lease. He is subject to evicted again.

And clearly, the lease of the mortgagor in
possession, may maintain itself against any stranger.
For the lessee's title is good against all persons except
the mortgagee.

For more fiction submit that a more truthful
Estate of the mortgagor.

Mortgage

paparion is sufficient to enable a tenant to maintain his title.

It should be noted that in some cases, the mortgagor may recover the possession of the premises, even if the mortgage is foreclosed, as long as he is interested in the equity of redemption.

But the mortgagee is entitled to the possession of the land, and always in Equity, as the real owner of the land. The mortgagee's interest is considered as a mere chattel.

When a freehold is mortgaged, the mortgagee will hold the freehold. So that whenever the law requires a freehold to constitute a settlement, the mortgagee will be entitled to one from his interest in the premises mortgaged.

Hence, an Equity of redemption, descends to the land at law. The mortgagor's interest will pass in a Freehold, and the mortgagor's interest in the land's burden remains.

And finally, it is assignable like any other real property. The may limit any degree of interest the estate admits of.

But if a mortgagee in possession commits waste, he will not be entitled to an action for waste. It is impossible that an action at law should be maintained against him by the mortgagee unless he was in possession.

It seems to follow, however, that the mortgagee does not forfeit his rights as tenant as well as the covenant of waste.

Estate of the mortgagor before forfeiture.

Immediately upon the execution of the mortgage, the estate, and before foreclosure, the mortgagor's interest continues.
Mortgages.  

as at law, at Common Law, before or after seizure.

For their jurisdiction commenced only with the Equity of Redemption which occurs after forfeiture.

Hence a conveyance or lease of the subject mortgaged made by the mortgagor before forfeiture as said to be void as against the mortgagor. The rule is laid down in connection. The conveyance is only unadulterate, and may be confirmed by the mortgagee.

If, by absolutely used, it could not be confirmed.

So this principle is founded the rule that the mortgagee may an notice compel the under lessee in all cases to give rent to him.

And this rule holds, even where the lease was made prior to the mortgagor. He is entitled to rent on the ground that it is incident to the reversion the he cannot recover the use.

And I conceive, that he cannot compel the payment of rent which was due before the mortgage was made. For that had already become a debt due to the mortgagee.

When a term for years is mortgaged to a lessee, the mortgagee is in the nature of an assignee of the term, and the whole revenue of the term is mortgaged. Otherwise he is considered only as a subtenant.

But the the mortgagee of an the last case considered as an assignee, yet he is not liable to pay rent to the reversioner unless he takes actual possession.
Estate of the mortgagee after foreclosure.

For the mortgage was not regarded as a purchase.

But if he takes possession he is liable upon the contract to payment.

This rule obtains as well after forfeiture as before.

After forfeiture the mortgagee has in equity only a chattel interest in the land, and if he has recovered no judgment against the mortgagee has later possession.

In a recovery on assignment gives him no greater estate than he had before.

Hence the interest of the mortgagee will not even after forfeiture pass regularly under the description of lands, tenements, and hereditaments. If the mortgagee however who makes the recovery has no other property to fund in the mortgagee premises (that is his interest in them) will pass on the premises of intention.

And the interest of the mortgagee remains a Chattel, until foreclosure. In his death therefore it passes to his heirs, not in his lien, but to his personal representatives.

From the view I have already taken of the interest of the mortgagee and conveyance from the reason that the debt is the principal of the mortgage the incident of foreclosure that an advancement of the debt alone, and of the interest, will enable the mortgagee's interest in the mortgage, and upon it to come in as a separate instrument.

The mortgagee cannot sell or convey a security which would secure or extinguish the mortgage itself.

The mortgagee is an assignee of the mortgagee's lien.
Mortgage

Estate of the Mortgagor

The lessee, for the mortgagee to say that he had made a lease, which is not yet expired. The lessee, therefore, in that case says that the mortgagee, before foreclosure, cannot lease the premises, to him, the mortgagee may have an apparent sufficiency from necessity. I conceive not in any case.

As a mortgagee in possession cannot commit

waste or neither impugn the mortgage before foreclosure.

Whether the security is defective or the

mortgage estate is not sufficient – a mortgagee in

possession cannot waste such as cutting trees, etc., etc., but he

is obliged to apply the rents thereof to the payment of the

debt. He can never, however, commit any productive waste.

One in all cases when the mortgagee actually

commits waste whether lawfully or not, he must account

for all that he has taken from the freehold, by applying the

rents prior to the payment of the interest and then to

the principal.

The mortgagee at all times pays for

any necessary expenses incurred at his request, or for the preservation of the
Real Property

Goods of the Mortgagor after Foreclosure

If a mortgage is made upon an estate for rent

or a mortgage is made upon an estate in which

the mortgagee has no interest, and, after the

mortgagor, the mortgagor's successor will

receive the benefit of the conveyance. This is called a grant upon

the old stock. The mortgagee and the mortgagor are

confederate, but the successor of the mortgagor will not be

subject to the same duties as the mortgagor before the

cession of the estate.

If the mortgagee of a lease of more than

a year term after the expiration of a lease, he is entitled
to hold the term in force for the mortgagor, which he

latter may redeem. The reason of this rule seems to be that

as the original term is the cause of the renewing

term, the mortgagor ought to have advantage of it as a

right of the lease.

A mortgagee in possession is not bound to

hold money upon the premises when there is no one

who can repay. But if he expends money in repairing

the house, he may charge it to the debtor.

The mortgagee takes the estate subject to all

liens and charges which it was subject in the hands of

the mortgagor.

If these two mortgages extend the estate

passing by one will burden the estate of the mortgagee if

the lease is for

a year term. It is

subject to the like actions after the

cessation of the term remains in mortgagee's hands, the

mortgagee over his estate.
Mortgage 

The mortgagee on possession perfects his estate to the crown, the title of the mortgagee is not lost; the buyer or assignee of a mortgagee takes only that estate which the person perfecting held at the time, but the mortgagee has only the equity, and the over and under tenants or remaindermen is entitled to the whole of the particular estate upon the forfeiture.

Equity of Redemption

The equitable right remaining to the mortgagee after forfeiture is called the Equity of Redemtion. It is called a right or estate. For the legal title to the mortgagee may be in consideration of having the estate in trust for the mortgagor and for his successors. The mortgagee having a right to call upon the mortgagor for the legal title in due payment of the debt and interest.

If the mortgagee may redeem at any time so may any other person having an interest in the indebt mortgage.

If a voluntary conveyance to B, and again mortgage to D, then B may redeem, the interest for the good against that of D.

If the mortgage becomes a bankrupt, the

interest may redeem, all the interest is vested in them.

If the mortgagee makes a lease the trustee

may redeem, having an interest under the mortgagee.
Real Property

Equity of Redemption.

If the mortgagee sells the land, the borrower may redeem his interest in the land from the purchaser, and the proceeds of the sale shall be applied to the satisfaction of the mortgage debt.

If the estate mortgaged is one of inheritance, the heir may redeem the interest in it by descendents, and their personal representatives may redeem.

And in the judgment recovered by the same.

If the heir may redeem his interest in the same.

If the heir may redeem, so also the interest of the mortgagee or judgment creditor of the mortgagor on any security for the judgment or a lien upon the land. But it is not in Connecticut, as there is no priority of right among creditors.

And after a judgment creditor of the mortgagor or mortgagee has recovered for the judgment or lien upon the land, the borrower may redeem his interest in the land from the mortgagee, and the proceeds of the sale shall be applied to the satisfaction of the mortgage debt.
The widow of the mortgagor having a
possessor in the land may redeem. And I conceive that
she must redeem the whole unless the mortgagee
will permit a part only to be redeemed. This rule relates
to property made after the mortgage was
created. If the property is made
to secure the mortgage, her title is paramount to that of
the mortgagee, and he will be excluded of both.

And if a joint tenant of estate mortgaged
by any joint tenants. The mortgagee, the executors,
the widow of the mortgagor, or any other person,
shall hold the estate against the said trustee, and
shall be entitled to the same.

When a joint tenant redeems, she is entitled to
reclaim any part she or her heirs, and not
more. Where a lease is considered as equal to
vain tenancy, and her representatives, and she shall hold against
the decree until he redeems her if she has any more.

And that such holds only where she has
remained with the husband in encumbering the estate.

In the case where it is entitled to the whole she has advanced
and her title would extend that of the mortgagee.

She and the man with the personal demands
of one trust for the redemption, she must pay as
the same. This must be the execution and redeem.
Real Estates

Ecclesiastical

Mortgage

Where an estate or gift is vested in a woman, the husband, and not her, may constitute a tenant by the curtesy.

If the estate is a mortgage, for any reason there is no estate on account of the original

Now it is to be remembered, there is no good reason for this decision. The reason is that the rule was established at that time when the wife of the

There was no consideration of time enough to answer, so that the wife of the mortgagee could not, since the

This reason has long since ceased. The character has not

The wife is not entitled to an estate of the establishment of

The wife is not entitled to an estate in the

The wife must have been in such

The wife must have been in such

That is what is equivalent to a lease of a legal estate

The wife must have been in such a position to be

The profit, during

Now from former rules it is evident that

And if there has not been such consideration in the

The husband is not entitled to an estate in the
Real Estates

Equity of Redemption.

Where a subsequent mortgagee, upon the death of a person, i.e. a mortgagee or surrogates, or a legatee of the mortgagor, redeems the mortgagee may redeem out of his own estate. If mortgagee is liable to pay after the 30th March, he may
be indemnified by the mortgagor, to the extent of the whole sum
of debt of the mortgagor, or of a third, but there is still the
residual interest in the mortgagee, and when he pays off the
mortgagee's interest, shall become the estate that such mortgagor,

The rule that if a subsequent mortgagee, or a legatee of the mortgagor
redeems, the mortgagor, or his legatee, or his heir, or
the ultimate right of A. resides in
Real Property

Equity of redemption.

It has been sue determined by a mass of evidence that the mortgagor of his estate, after a motor to the mortgagee of his estate, of course, where it appears from a factor of circumstances that the release was made as a result trust for the benefit of the mortgagee. This is what is going to great way.

If there is held by another for the remainder in fee, there may be an independent trust for the remainder in fee. It will be held for life on the interest of the remaindermen. The remaindermen will hold the land, under this redemption in rem, or remain to remain, his two thirds.

It is indeed true that the remainderman must pay less two fifths less than the paid. If the mortgage money is foreclosed at any time, the remaindermen, or successors may pay the balance to compel the tenant for life to keep down his interest during his own life or resign the property. If a tenant for life pays the whole, and his redemption, and succeeds the life, the remainderman or remainder, which has paid his whole redemption money, is also at that time authorized to sell the land or to remain, which he is to pay the remainder man the money advanced for the tenant for life to succeed to half ownership with the remainder.
Real Property

Counts of Redemption

For the proportion of the mortgagor and
secured the satisfaction and reversion of the
mortgagor in life, there is a necessity,

That is: a redemption being required in case
of a mortgage, or the mortgagee making return of the
mortgagor. Then, if the mortgagor is
required to redeem after the
death, the representatives should allow no more than
his actual expenditure was worth, as the remainder
thereafter must be accordingly.

In case of a mortgage the debt is
not after repayment. I add no case of the
of a mortgage is a mortgage of land. After a mortgage of
the court there is a remainder which is exempt from
that
after a mortgage of land, there is nothing that the
is of land which is not a debt.

And a person retained an estate or land
resent may not and when his ancestor's debt may
pay nothing by agreement. But

But an estate of land is not considered as
Chancery, and all of Chancery is not a debt of
that is satisfied by agreement.

If the heir desires the land that is
another, he is still accountable for the same debt and
to satisfy his creditors.

And to such in the hands of the heir.
however could bring for these debt, the estate of
a higher nature.
Now as between one who has a lien upon the
land and one who has none, there is
a priority in favor of the first in his \
right as well as in law. This is 
the first [hand] but an equitable interest
he has a lien upon the estate which the common law
has not.

There is no instance in England in which an
agent has been another's baili for unknown to the 
legal title of the mortgagee. And after his death
it becomes equitable when for the payment of all
debts equally.

Since there is a general rule that
no one can redeem unless he is entitled to the
land. This is an absurdity as it stands, since he
who has the legal estate cannot redeem below
himself. But the reason is that no one can redeem
who has not the larger title of redemption.

The law says: 'Thou shalt not make a warl to
the son he cannot redeem.'

Thus where an agent was limited in land, or
the heir general himself, his title is the same as that
he redims, the D.C. is considered here as a stranger
in redemption, and consequently would not
be entitled here to redeem.

But where there is

However, if he who has the title of
interest in the one whose general interest may
be down to the heir, the case is no
exception to the

former general rule.
Estate of Redemption

Mortgage

To arise in common cases if the mortgagor but will redeem the creditor can order the land, he requires, and would lose nothing other than the rent they may redeem. The land has the ultimate equity of A.

It is a fundamental principle with regard to an Eq of A-B, that at the creation of a Eq of B, that it will always have three rights, to the security and the security to the investor of an absolute fund. And it is one of the first rules that he who seeks equity must do is 21st.

And the court will adjudicate the case, and the court will either at absolute or upon terms as the case may be.

And if the mortgagee having previously advanced to avoid the mortgage it becomes afterwards as in redeeming he can not in absolute terms 12th of 18th 7th 14th.

The mortgagee may then the land of the mortgagor's value. But in case of a hard bargain upon the mortgage, the mortgagee will give him permission on the land to redeem before that time.

If a mortgagee refuses for redemption, he has been quit of any interest from the mortgagor, he must remove that objection before it can arise from permission to redeem.
Equity of redemption and mortgage.

A purchaser of the mortgaged estate will be able to purchase the same in the event of the mortgagee refusing to execute a renewal. The mortgagee, although he may refuse, will be bound to accept the price and pay the interest and the costs of the mortgagee for the term he has agreed and assent for the whole original term.

If the mortgagee is not a trustee, where the purchaser is made by the mortgagee, the mortgagee, and the holder of the mortgage, will not only the mortgage, but also the debt of the mortgagee will have the security, and the security for the purchase includes the bond of the mortgagee.

The mortgagee is entitled to the mortgagee's debt. Where the mortgage is made by the mortgagee, he will not be permitted to admit, unless he pays both debts. This is the rule when the mortgage is made for redemption. Where the mortgagee presents his title for redemption, he cannot conclude the mortgagee to the debt of the mortgagee, and shall not have the mortgage, and shall not have the mortgage.

If the contract where the mortgage is transferred, the mortgagee is entitled to the contract. The mortgagee shall be entitled to the contract. The mortgagee cannot be compelled upon the contract.
The rule which allows a mortgagee to hold both as a
his heir or as a tenant, remains valid. The same
mortgagee, however, may hold a contract debt, for he is not
liable for such debts of his ancestor.

The same rule applies to the heir
where an inheritance is repossessed. He holds as against the
personal representatives, when a charge included in mort-
gage to a person's concern however that it would
make no difference whether the other debt were that
of simple contract or being a personal preference.

The heir is liable for the simple contract debts of the
debtor.

But if there are several successive
encumbrances, the first mortgagee claims a
right to each as well as every one of which his bond
deed would be satisfied with after the successor
encumbrancers are satisfied whether they are
by judgment, mortgage or statute. So all encum-
brancers have a lien upon the land which gives
them a stronger claim than both creditors.

The mortgagor's interest is the
against fraudulent conveyance the same as that ap-
plies to the heir holds also against the devisee of
the mortgagee.

On the other hand, if the devisee of the
mortgagor holds a bond debt against the mortgagee he
has the same equity against the mortgagee as he
Mail Regard.

Dear Sir,

The deed of mortgage had

And it makes no difference whether the deed debt was contracted first or the mortgage made. Inwards or vice versa.

Where the mortgage be represented to be want of money by doing debt before the penalty, however. The debt and interest exceed that penalty. This would appear like making a new contract, and from this to make a new contract, but if you treat these to the mortgagee, you come to a new treaty and you must therefore do otherwise, and then you do away the whole amount, you will not interfere with a new treaty. But this has never been done when the mortgagee presents his bill for foreclosure, you that would make the mortgagee hold to the contract, which he never made.

In one case terms may be enforced to the mortgagee, but there the mortgagee always appears to be relieved against a penalty by which demand himself.

In the other case where the mortgagee has a bill to go for foreclosure, he is endeavouring to secure if the performance of a contract made between him and the mortgagee, and consequently cannot impose terms other than those contained in that contract having debt other than those contained in the mortgagor's bond a decree of a court. In another means a fraud upon his own person, he can do so, and so pay the mortgage more only.

28th May

P.M. 1846.
Mortgage in Real Property

To the mortgagee of the land in the above
mentioned county, are compelled to pay the just debts,
not a purchaser of the Es of the land for a valuable con
sideration is not bound to pay the land debt in order
therein, but must pay only the mortgage money.
The mortgagee's claim as to a debt not
secured by mortgage, is good only as against the mortga
gee himself & his agents. It is not good against a sub
sequent encumbrance, nor a purchaser of the Es of the
land.
The mortgagee's Es of the land may be sold
to make up the mortgage debt, the mortgagee being the person to
enforce the record of mortgage (unless the picture) in the
mortgagee is not absolutely a part of the
Es of the
land, for mortgagees are between these & mortgagors
of the
mortgagee are not within the suit of limitations.
The reason why or between them & their
successors or mortgagees are not within the
Es is that the mortgagee or the mortgagee as
such is not adverse to the mortgagee.

That however the 6th of May 1830, for
purposes of the suit as it considers preferable for 20
years after the forfeiture, prima facie a bar to the
right of redemption. But a prima facie
such is a mere presumption that the mortgagee
abandoned his rights. It is not an absolute
legal distinction to that right per se.
Equity of Redemption
Mortgage

...suggested an additional reason, namely, that, after the mortgagee has been in possession for a reasonable time, would entitle the account to refinance in the event of failure. It is not clear whether this might have been a cause or effect, or whether it could be the foundation of it.

This prima facie case bears, then, upon the presumption, it may be removed or qualified by such circumstances as will account for the delay, consistent with the mortgagor's retention of his rights. Before 1868, the presumption may be rebutted by any circumstance that came within the statute of limitations. If, without the mortgagor's consent, or under protest or within the term, the mortgagor is relieved,

But if it may also be rebutted by a rent of 32. 1st of 33.
24th 334.
234th 335.
234th 34.
234th 35.
234th 36.
234th 37.

And in cases where there has been a delay by the mortgagor of twenty years, or more, or in the mortgagor's refusal to take the account, the statute of limitations shall apply. 1871

Thus, where a grantee has been in possession after the mortgagor has been in possession, to prevent his redemption, no
Mortgage.

length of time will bar the right of redemption.
Where it is agreed that the mortgagee shall
have possession for a time not exceeding the length of
time shall bar the right of the mortgagee to redeem,

as it has been held, that possession for 20 years
in case of a mortgage of this kind, will not bar
the right of redemption.

The rule is the same in case of a

Dubh mortgage as it is in case of any other con-

dition of which the money is to be paid upon a

20th of March, or a certain day in a certain year, or in that day in any

subsequent year.

Any act of the mortgagee by which

he has recognized the right of the mortgagee to

redeem within 20 years in England or 15 in

Ireland will prevent this equitable right from

being.

The mortgagee has presented a

bill to become absolute at that time, that is a recogni-
tion of the right of the mortgagee to redeem.

So also if he has applied within the

time specified for the purchase of the right of

extinction of the mortgagee, this is a recognition of

that right in the mortgagee, and consequently will

prevent the bar.

And any account having been kept

of the profits or interest he will have the same

effect.
Real Property

Equity of Redemption.

Mortgage

If the mortgage remains in the same person and

no conveyance is made to or of the person on whose behalf

a mortgage of the same nature or

a mortgage of the same nature of not of the

Equity of Redemption. If it were as it would follow that

she could never perfect the grant until she had the record.

Again if the second mortgage were considered

as that of the乙 of the first there could never be a third.

The interest of the mortgagee is a chattel

interest. It is a subject of disposition as other

interests. El R 33.

If it receivable the devisee may have a bill to pass

close. And being considered as a chattel interest no

more by limitation nor as in a devise to pass

the whole of it. It is not necessary to devise it to it

his heirs or his executors &c, but it will pass under it.

under these words: I devise to all my mortgagees.

If a mortgagee devises his interest, the devisee, 

may procure another or renewal of the mortgage a 

heir, without making the heir of the mortgagee a 

party, because he has no interest.

I do not know whether it has ever been judicially

settled whether a mortgagee's interest will pass under

a devise not attested according to the form of bonds

+ mortgages. I conclude however that it will, as the 

most wills are not, and the words used are the most are

lands + tenants.

The rule that a mortgage will not regular

i.e. 3 vitriques.
The law of Incumbrances. —— and the practice of taking prior and subsequent Incumbrances. There are several mortgagors or incumbrancers, each with a mortgage or incumbrance on the same estate. Priority takes place among them in the order of the respective dates of their respective mortgages, and prior incumbrances are preferred.

But this priority, under certain circumstances, can be lost or perfect ed to either a prior incumbrancer be postponed to a subsequent one.

This loss happens where the prior incumbrancer has been guilty of some fraud or neglect, affecting the validity of the second incumbrancer and where the latter has purchased the estate with due diligence to protect his interest.

In order to induce another to lend money upon the same security, he does lend it, he gains a priority.

So also where the first mortgagee was willing to the second mortgagee debt, he being the contented of the second, and did not mention his own the second mortgagee was held to oblige priority to the first.

If a prior mortgagee conceals his mortgage, in order to induce another to lend money upon the same security, he does lend it, he gains a priority.

\text{He} is not a proof that he knows the contented.
Mortgage.

Third of incumbrance, though it was formerly considered
otherwise.

And if the first mortgage is guilty of
any neglect, in consequence of which a second person
is induced to lend money upon the same security, he is neither
liable to be considered prior to the first. Thus, the
recovery of the debt is in the hands of the mortgagees.

It is a rule, that where an innocent
person suffers from the neglect of some persons he
who is guilty of the neglect must be the sufferer.

This is the rule in this last case. I trust I cannot
be in company in those cases in which the town
records are the highest evidence of the grantor's
title. This title is on the record, and a third person
by resort to this record can ascertain where the deal
title is.

But since such neglect will thus subject
him to postponement, a prudent one can conceal the
will. Even if a person about to lend money upon
a mortgage, applies to another to know whether he has
a mortgage upon the same land, and he having one
in it, he will be postponed to the second. But
not having to tell unless informed by the owner
or his intention to lend upon that security, on
the 18th.
Mortgage

[Handwritten text not legible]
Real Property

of tacking prior and latter incumbrances. Mortgage

In a subsequent mortgage, may tack to

this tacking to the first mortgage, but by purchasing

one incumbrance which carries the legal estate.

This priority may be obtained by tacking to a

principal, when it carries the legal estate.

In all these cases of tacking the first

first, the person who purchases the legal estate has

will be at fault not only to the amount of the incumbrance purchased, but also to the

amount of the incumbrance tacking.

The effect of tacking is this, the interests of

the incumbrancers can never avails himself of the

right against the latter incumbrance.

To the general rule that priority of
date will prevail there is an exception where one

of the parties has more equity to call for the legal

estate than the others. That is where one has a

title to the legal estate and that title is not clear

and there is another one or other mortgagees has entered

into a contract for the legal estate, that it has not

been disposed to him, yet he will have the priority

to some extent if there had been an actual assignment,

And any contract in equity has the same

effect as if


And where the subsequent incumbrance

can purchase a prior satisfied incumbrance, if it is one

which can be used at law he gains priority over the

incumbrances, which tacking incumbrances.
By a satisfied incumbrance is meant one that is paid up after possession. The legal title afterwards barne no grudges, and, if sold, the mortgagee will be next lease to the mortgagee.

And this rule holds, as the subsequent purchaser incumbrance purchases the legal title without consideration. Indeed, the rule has been carried still farther in England, and it has been held that even if the subsequent incumbrance obtain the first incumbrance by fraudulent means, yet he obtains the priority. The case supporting this principle is indeed a very rank one. And it seems to me to be something the rule to a very great extremity. It was a case, and he had no right to it, he had nothing but the bare possession, 2 that by surreptitious means, he could have been sued for it.

July 31
EGL
Lack Incumbrances

The general principle of which is, that a subsquent incumbrance, by taking the legal estate, over other incumbrance, by taking the legal estate, removes from the incumbrance by taking the legal estate, but where the same incumbrance was vested in legal estate, it will give no priority to such incumbrance, as if the subsequent incumbrance were of the same description, it will not be an incumbrance.

A subsequent incumbrance, only as a claim to the legal title to transfer his land. Therefore, if a subsequent incumbrance is to be allowed to transfer the legal estate, as such, and his heir is to transfer the estate. A subsequent incumbrance, therefore, shall the legal estate be transferred, and his heir is to transfer the estate. In the general case, it is that where the equitable incumbrance shall prevail. And a valid mortgage, however, will prevail in priority unless expressly released. And if, when the period of the mortgage expires, there is no legal estate remaining, the legal estate.

And the same incumbrances may be, in a subsequent, and advanced by himself upon the same security. They gave a priority, and respect to the same security, as the advanced by himself upon the same security. Therefore, that the interest of the equitable incumbrance shall prevail in the period of the mortgage, unless expressly released. And if, when the period of the mortgage expires, there is no legal estate remaining.
Mortgage

To avoid any confusion as to who is a subsequent mortgagee, it is important that the mortgagee be clearly defined. A subsequent mortgagee is one who takes a mortgage in good faith and without knowledge of prior encumbrances. In such cases, the subsequent mortgagee has the same rights as the prior mortgagee, unless the subsequent mortgagee knew or should have known that the prior mortgagee had prior notice of the encumbrance.

But as to the general rule of notice, there are two categories in which notice is not required. In the first category, the subsequent mortgagee is bound by the subsequent notice of the prior mortgagee. In the second category, the subsequent mortgagee is not bound by the prior notice. In the second category, the subsequent mortgagee is not bound by the prior notice.

The first category is where the subsequent mortgagee is bound by the prior notice of the prior mortgagee. This is the case where the subsequent mortgagee was aware of the prior notice and should have known of the prior mortgagee's notice. In such cases, the subsequent mortgagee is bound by the prior notice.

The second category is where the subsequent mortgagee is not bound by the prior notice of the prior mortgagee. This is the case where the subsequent mortgagee was not aware of the prior notice or did not have knowledge of the prior mortgagee's notice. In such cases, the subsequent mortgagee is not bound by the prior notice.

In both cases, the subsequent mortgagee is bound by the prior notice of the prior mortgagee. This is the case where the subsequent mortgagee was aware of the prior notice and should have known of the prior mortgagee's notice. In such cases, the subsequent mortgagee is bound by the prior notice.
Real Property

Notice of Prior Encumbrances

Mortgage

If the first mortgage deed contains a clause
making the subject mortgage a security for future
mortgage or other future loans, it will be considered as being
relatable to the prior mortgage.

These future loans will have priority over any intermeditate mortgage
provided the person making them was conscious of
the subsequent encumbrance. However, such
future loans were advanced after a mortgage to a
third person, they will not have priority if the latter
was not made

And the lender of those subsequent
loans will have priority over such other mortgage,
with knowledge of such mortgage,
providing that mortgagee knew of the encumbrance in the
mortgage deed.

According to the rules, the right of taking
deeds is general on the want of notice in the Notice
deed. What is notice then? It is any two
forms of actual or presumptive.

One may be said to have notice when one
is part to a deed notice, showing the fact or
when he has notice of the fact regularly served on
the other. A vague report is not considered as notice.

Presumptive notice is a presumption of law
that one has notice of the fact that there is no
proof of actual notice.
When one cannot make title without a deed giving notice of the fact, he is deemed to have notice of the said fact.

If a prior encumbrance on land be of subject to certain legacies, a prior mortgagee is to be considered as having notice of it being subject to those legacies, as he will be presumed to have examined the will.

Is also a recital in one such allegation an encumbrance on the land by a prior deed, is considered as sufficient notice.

And it is a general rule that whatever facts are sufficient to put the parties charged with notice upon inquiry, is deemed sufficient notice.

This I conclude that if before by a prior mortgagee would be sufficient notice of his encumbrance to a subsequent one.

It is a general rule that notice to one's counsel, attorney, agent, while acting for the principal, is notice to himself. But facts remaining indiscernible, and this rule holds where one person acts for both parties.

And another important rule on this point is, that one makes a decision his agent obstinately signifies to a contract made by the latter for him, by authority.
Real Property

Notice of Trust Incumbrances

Notice of an act of bankruptcy by

The mortgagee will not be presumed against a subsequent mortgagee lending his money after the act of bankruptcy committed so as to prevent him from looking a prior incumbrance.

To also a mortgagee who takes his mortgage after a judgment obtained by a third person who obtains priority over the third person by filing a note of judgment is a matter of public record. Will the third person is not to be presumed to know it.

I consider it a matter of doubt whether a subsequent mortgagee can ever acquire the benefit of filing a notice of giving notice to third persons not to give receipts to the mortgagor a mortgagee. And I should conceive it to be insufficient notice.

I should entertain no doubt of the rule being sufficient, since it not for a rule of a third person to register. But in registering counties, such registering shall make deemed constructive notice. But these cases which have

a subsequent mortgagee registerees can considered right to one not registered if the subsequent...
Mortgage

Notice of prior incumbrance

A mortgagee or assignee of a mortgage, by virtue of any incumbrance which shall have been imposed to a prior conveyance, although the subsequent incumbrance was not of such incumbrance, for voluntary or involuntary conveyances are void by the act against subsequent incumbrances for a valuable consideration. The above act appears to amount that a settlement should be made against subsequent conveyances for a valuable consideration, when there was notice of such settlement.

If, as a purchaser with notice of a prior incumbrance, and then sells to B, B has no notice, it is not affected by the notice to A, no action can be made against your principal.

Then, if mortgage is to B. Then, if there is notice of the fact. A tells to B, who has a notice in B, which is not affected by the notice to A. So, if A tells to B, who has notice in B, and B has notice in A, and then he sells to C, or to D, or to E, without notice, so that he might sell to a person who has notice of the mortgage, and convey in such manner as not to deprive another of the right. If, as a person purchased for an valuable consideration with notice of a former incumbrance, from one who bought without notice, the last purchaser is not affected by the notice to himself.

For that last letter has all the right. That the first has all the first has a right to take, and therefore the latter has...
Real Property

A mortgage is a legal agreement in which a person (the mortgager) agrees to secure a debt, usually a loan, by giving the lender (the mortgagee) a lien on specific property for the debt. If the mortgager defaults on the debt, the mortgagee has the right to take possession of the property. The real property may include land, buildings, or other structures. Mortgages are often used for loans related to homes, and the mortgagor is required to make regular payments to the mortgagee. Upon default, the mortgagee would obtain possession of the property.

The interest of the mortgagee being personal, the interest accrues to the representative or to the heir. In cases where the money was to be paid to the heir or where it was to be paid to the executor or to both the representatives no longer exist.

The application of this rule may be illustrated. 1868 71 2 23 3. 3. 4., where the selection of the testator was to the contrary. The rule was made a different disposition of the money.

The rule now proceeds upon the ground that the loan or debt arose out of the mortgagor's personal property, the payment should accrue to that fund.

Still, however, if the money is payable to the mortgagor, his heirs, or executors, the mortgagee is at liberty, by act of the day of payment, to apply to any other of his Executors. But if he does not pay, at the day he must pay the personal representative.

This rule holds only when the money is paid at the day, and the mortgagee by paying it to either performs his contract.

When upon a purchased mortgage, the money is paid to the executor, the heir is bound to return to the mortgagor. The legal title being nominally in the hands of the defendant, the mortgagee will not claim for the sale. The mortgagee will sell the estate to the highest bidder.
moneys. 50, or as much as the heirs or executors may in their joint consent make a valid release.

Thus upon a perfected mortgage the mon-
ey is paid to the heir he is compellable on a suit for its payment against the personal representative. The mortgagee indeed may be compelled to pay again if the executor chooses, but it is left uncertain to apply to the heir.

For the mortgagee should die before his son, in which case he is paid to the heir or executor on the day upon which the mortgage is extinguished by death of the heir or executor on the day of the son's death. But if he pay to the heir, the latter can be compelled to pay it to the personal representative, since it makes no difference as to the heir of the mortgage to the personal representative, whether the money was paid before his son's or after, at the day of payment last.

And if there be several executors, one may receive the money to the inconvenience.

Then the mortgagee may collect the money upon the perfection of the act, and if the heir is an actual possessor he can be
Real Property.

When a perfected mortgage belongs to the personal representatives of a dead of slavery,

And the rule is, between the heir and personal representatives, when there are no debts on the estate of the mortgagee, they will be entitled to it for the purposes of distribution to the heirs of the mortgage. And the mortgagor releases to the heir of the mortgagee, still the personal representative is entitled to the estate.

And the rule is, the same if the mortgageor had been deceased until the mortgagee had taken actual possession. Nothing short of personal possession, converts his interest into legal.

There rules govern where the mortgagee discovers no different intention, for he may dispose of it as he pleases.

By the owner of the tenement, interest added to title of a real estate, after his death it will be considered as such.

When a person purchases of the mortgagee by an absolute deed, he being purchasers it is held as real estate is not as a security for the payment of a debt, it will go to his heir or to his legal executor.

Again if a mortgagee devised his own interest in real estate, the heir does not the estate of the devisee will be intangible that.
Mortgage. If the mortgage be forfeited, the mortgagee of it as he pleases. For where the gift to the devisee was absolute, the limitation will have effect in the disposition of the estate after the death of the devisee. It will not prevent the devisee from dispossessing of it as he pleases.

of money secured upon a mortgage is intended to be paid and if done, it will go as land settled by the articles would have gone.

of two persons, make a loan and take a joint mortgage. They are not joint tenants or purchasers would be, but they are tenants in common, this undoubtedly their intention, and therefore there is no survivorship.

Who the rule prevails even the two mortgagees should prefer the mortgagee if the case should arise, there is no survivorship.

There are some cases where there is a right to the security of the mortgagee, when after he can.

As the wife by jointure with her husband may have her right of dower as by the same way she may acquire it, we speak of it.

But the right of the mortgagee's wife is dower is paramount to that of a mortgagee in the mortgagor's estate, mortgagor made to the husband alone during

His limitation, however, in the devise of the original mortgage, does not prevent the devisee from dispossession of it as he pleases. For where the gift to the devisee was absolute, the limitation will have effect in the disposition of the estate after the death of the devisee. It will not prevent the devisee from dispossessing of it as he pleases.
Real Property.
Mortgage.
Mortgage estate.

Of the rights of a joint tenant to redeem. I will however observe that a joint tenant may redeem.

The rule that the wife's claim is paramount to that of the mortgagee holds only to a settlement mortgage or an article mortgage. If after articles made before marriage the husband mortgaged to one person the notice of these articles, the widow may redeem, if she has known the article, she would have been joint tenant. But if she has no notice her claim is to prior to hers, since she has the same title. But if she has notice, she receives it now on an equal footing, and the wife would therefore hold no influence.

If a first mortgagee makes a further loan upon his first security without notice of any intervening purchase, he will hold for the subsequent loan against the joint tenant, for he will then have equal equity to the legal title.

A jointure settles in an estate after marriage, and is merely voluntary in case against a subsequent mortgagee even if he had notice of the jointure. It must however be made after marriage, even if before it will be considered as an consolidation of marriage, but in some circumstances it may be for a valuable consideration after marriage, as if it be made in consequence order to have an estate settled upon them.
Real Property

Mortgage

Wife's interest in her hus-
band's mortgaged estate.

If a husband before marriage gives his
wife a bond agreeing to lend her a certain sum, she
upon his death, it is rare may redeem as a creditor.

This rule must be taken with certain
considerations not that she can redeem in all cases,
but that she as a creditor may redeem under those
circumstances under which bond creditor can
redeem.

If the husband after a loan of his own
money takes a mortgage in the name of himself,
2 Vent, 63 & 5, 21st, she is entitled to the interest in manner
20.11.38 &
ship of trustee upon 1st pay the debts. For her
interest is a mere gratuity, and as such is not good
against creditors, the mortgage against his personal
representative.

It is now settled in Leg. 3 that if the
wife is not entitled to her husband in an Leg of Med.,
therefore after the death of the mortgagee she
cannot redeem as dowerer. This rule as before ob-
seued is not founded in principle. The same ob-
duction was not more exactly that did at the time the
rule was made.

There are two opinions against this rule
but they are not law.

This will contemplate a mortgage
made before marriage, for according to a preceding case
a mortgage made during marriage will not affect
Real Property

Mortgage

Of the wife's interest in her husband's mortgage.

The right of the wife to dower.

In Connecticut, however, by statute, a mortgage made by the husband alone during coverture, will hold in preference to the wife's reversion of dower. But it is otherwise in Massachusetts and New York.

On the other hand, it is settled in Connecticut, it is entitled to her dower in the Equity of Redemption.

And it is a rule in England as well as Connecticut that a wife is entitled to dower in the reversion of a mortgage for life or years. Thus suppose a husband before marriage mortgages his estate for 20 years, and the wife is entitled to dower in the reversion of the fee.

Now this is properly a right in the reversionary interest after the term has expired, not in an Equity of Redemption.

When the mortgage is paid up at a later date in some way or other, remove the obstacle to the wife taking the estate.

Of mortgages by husband's wife of her dower.

A husband in marriage gains no other interest in the intestacy of his wife than a freeholt during their joint lives or at most a freehold for his own life after her death. When he becomes intestate by her death.
Mortgage.

It follows then that he cannot make a mortgage of his wife's estate, which shall bind her heirs for a longer period than his own life. Thus if he mortgages her estate for 500 years the estate determines at his death, and it is the same if the wife gives in the deed, unless she gives it during a prime or regency, a recovery in a Court of Equity.

In Connecticut however the husband may mortgage a man where her land if the power is in the deed, the deed having the same effect as the power in recovery in Court.

As to the question what acts of the wife will amount (after coverture determined) to a new grant or reoccupation of the grant of dower by the husband, the authorities here quoted.
Debtors
Mortgage of the wife'sbreed

The husband's debt by personal estate to be applied to the
mortgage of his wife. So that if the debt be not in the
estate, then in the place of the mortgage, regardless of the
extent of the estate. But also & because that it is
his claim to reprieve to the "off all volunteers he is
considered as a creditor."

If the wife joins in conveying for his own
estate the estate of her deceased husband, the 1st condition
therein to his estate, so as the place of the mortgage,
regardless of her estate. So as she has paid a debt to the
creditor his estate she is considered as having purchased
the mortgage.

If a person were a mortgagee in manner, he
in action or notice of the mortgage as the surety; to the
extent of the mortgage he is liable. In the
credit. And in general an act to which he covert, to his
own use, will be considered as an act to
proprietor. But an alteration in a judgment of
the wife's mortgage or not reducing it to interest
in any way which affects her a valuable con-
consideration.

The husband of the same wife made his
the mortgage of his wife do any thing he can, with
who are granted to define her estate.
Mortgages of the wife's dower.

If the husband, creditors obtain possession of the wife's mortgage so that she is legally entitled to a copy of the mortgage, the husband may not interfere in her behalf. In the case of insolvency before the husband became bankrupt, the creditors could have taken the mortgage, and have made an assignment of it.

The lot of the wife appears to consider the equity between the wife and the creditors to be equal and they having the legal title their claim will prevail. But if in that case the wife had

Note from the mortgage deed at the time the husband became bankrupt, the creditors apply to the wife, they will not interfere for the same reason, viz. the equity on both sides being equal and the having the legal title her claim is superior.

Mr. Powell suggests a very nice question in the last case of 301. The creditors would make a reasonable provision for the wife. (Think not.)

But Oy will interfere in favor of an equitable construction.

Chap 304: Against a specific mortgage against the wife, it would be the reverse. The mortgage deed of the husband is her brother.
Real Property

of the funds for redemption.

Mortgage

of the debt secured. Now the person thus holding the mortgage will hold it until the debt is paid, by the husband this the wife may redeem to pay off the debt.

But on what terms mortgages are to

be redeemed.

The general rule is that the fund which has been encumbered in contracting the debt is to be first applied to the discharge of it.

Hence on the death of the mortgagee

good, his personal funds is liable, and if he leaves personal estate sufficient to pay his debts the whole estate may be cancelled to set aside those funds to

the redemption as was the case of the debt.

This rule presumes that the mortgage has not transferred a different intention.

In all cases, optional with the本人 to

appoint it to be paid.

In the case however where the personal funds is liable, the heir is liable to be

paid over the debt but he can compel the personal representative to discharge it.

The first general rule with the heir is that the

estate of the mortgagor here is to the device of the mortgagor in the same situation as in law, and may compel the personal representative to advance from the personal funds to discharge
Three rules in favor of the heir or receiver of the estate, are, 1. The mortgagee
cannot, under his whole personal property, sell the mortgaged
property, unless his personal property is affected. In the mortgage, the debtor has entered, however, that
his rule shall not be held with regard to personal
property, the contract being otherwise contrary. 2. The
term general legatorum, and those indubitable,
read, 'general or absolute legatorum.' For in the
same introductory sentence I can read from the books,
I must here again observe that this rule
obtains only in those cases where the testator has not
manifested a contrary intention. These rules
are of claiming and marshalling debts: 'hold and under
the testator, has not manifested a different intention.
And the the testator expressly charges a real estate with the payment of his debts.
He is real estate only in ease and deficiencies of
the personal. These rules apply only as between
the real and personal representatives of the mort-
sor, or as not affect the repaid by bonds creditors
for the can of their option come upon the personal or real
estate. If however, the charge is made in such
a form as to imply that the real estate shall be
just apportioned. It will be.
Suppose then a mortgagee of another
estate was real estate to the repayment of my
own estate. The facts of the case are the
necessary rule that he cannot enter.
Mortgage.

will be applied to pay the amount

And if the unpaid balance of my debt

is to be applied to the payment of my debt,

the real estate will be applied for that purpose.

And it shall be applied to pay the amount of the real estate

to the prejudice of personal contract creditors or lessees.

The rule will hold however against the Secs. 332-6

executor + against residuary legatees.

and the mortgage will be applied in a general to

domestic contract and homestead creditors with the latter re-

and to the personal, how can the above rule be violated,

as it will not be in effect. The Secs. 332-6 will hold that if

of the homestead creditors without the personal the

personal contract creditors may come upon the

real estate.

And the same rule shall be a general to

of general legatees the net of residuary

There is a covert of distinction inconsistent with

the mortgagee and the home of creditors

and the homestead creditors will in no manner come upon

the mortgagee is not entitled to the use of the

personal goods as against a specific legatee.

Will mean it what is a specific

obligation? And remember it must contract in a well

defined, ascertainable, and not identified real estate distinct

from all other of the same kind, it will not come under

the description of a personal one.
Mortgage

A man executes a writing on the face of the
money, thereby creating a lien, under which
the mortgagee may recover the sum of the
debt upon the mortgaged property.

The proceeds of the mortgage may be
applied to

The proceeds of the mortgage may be
applied to

The proceeds of the mortgage may be
applied to

The proceeds of the mortgage may be
applied to
...
Mortgage

A contract is unlawful or not necessary as the performance of it is unlawful, or if made a contract is for the thing which the law says is to be done by the performance of which is here lawful, the other being done, it is assumed that no contract can be voided as to that performed in act over the performance of the thing here lawful in the place where it was to be performed.

There is an established doctrine in the law between a condition in a mortgage upon a parcel of land, with a clause of increase to a certain amount, or payment of rent or the payment of a sum of money, in case of reduction of a certain amount or increase of the rent or rent charge. In later agreements it becomes the general rule, or it becomes the rule of a statute, that the mortgagee cannot have one of a few cases, where the contract is personal, the name is both cases, and those who are unenforceable with the mortgage to another name or mortgage, so that the first becomes unenforceable.

The other it is well settled that the agreement to pay the additional sum or to pay a sum for the benefit of a certain person or a condition.

And a condition, occurring an additional sum, in the same of a penalty will be void if it is not a condition or if there is no intention given to be made upon any account

160
Real Property

Interest.

Interest upon interest is allowed, not applicable to
condo. This rule holds in land and equity. Chapter 26, 32
1st 12, 335.

A mortgage agreement to pay it will not be enforced.
This is for the protection of mortgagor.

But if the mortgagor signs his interest
with the consent of the mortgagee, all the money
paid on the agreement with which was due by the
mortgagor at common law, will be considered
interest. Then the interest due at that same date.

The assignment with the concurrence of
the mortgagee enforces an agreement that the
assignee shall pay the mortgagees rental. And this
is what is the reason of the rule.

But if upon such assignment the assignee does not pay the money, but the agreement is
merely colorable to load the mortgagee with con-
sequent interest, the interest due will not carry
interest.

But this assignment to entitle the assignee to interest or interest must be with
the concurrence of the mortgagee. And the
subject to recover, I have given above for
this, and there given.
Real Property

Mortgages

It was once held, that the mortgage

on a 12 per cent mortgage, should be compounded in

interest, but that as a general rule was soon aban-

doned.

But any person, in the computing

interest under the interest principal, from the

true basis, must be the rate of the former company. For this is equiva-

lent in effect to a judgment at law. And a just

debt always draws interest, no matter how principal

is to report of a master in Ch. 7, so

close as it might, does not regularly carry compound

interest. Because it is remitt, why compounds into

a 12 per cent. and ever allowed, without the mortgagee has

been in default. But this is most unfavorable to an infant.

And if an infant is held to be under a

act taken by the master, interest will be allowed

on the whole. Amount. For the infant is allowed the

whole benefit of equity where he is brought there

by an infant oil.

And if an infant entitled to an equity

of redemption, agree to buy interest who interest

other person is beneficial to himself, the contract

will bind him in equity, though not in law.

As where an infant had no other means

of support, and agreed to pay compound interest

he was entitled to remain in possession

and remain he was bound by the contract.

But a mortgagee must receive an accoun
Interest.

A mortgage which the commissioner's interest does not obligate him to pay, if it is not an express agreement for that reason will not be enforced, for let us again these agreements is a great calamity.

For what has been said until this leading case, the agreement at the time of the mortgage made to earn interest accruing at the rate of 3 per cent. or 4 per cent. For this would appear to be a rule of exclusion. But unless interest is due it may by agreement be turned into principal and carry interest. This is allowed for the interest of the debtor. If the possession of the creditor is of an equity is convertible to keep down the interest. But a tenant in tail in possession is not convertible by the remainderman; possession or peace in tail.

For this there are two reasons: one because the tenant in tail may wreck the estate unless those who have only an expectancy interest will be barred. If then the tenant is compelled to keep down the interest, it may finally have been that the reason compels him to pay the interest and leave no estate. One another reason is that the money in tail may continue in forever, i.e., the interest continues it has tended to demand a decree in its favour.
Real Property.

Mortgage.

All lessees of the tenant in equity
are entitled to his quantum in proportion to the
extent may be compell'd to keep down the interest.
For the lessee shall lose the interest in
expectancy, unless under the general rule it is
not allowed of course.

But if a tenant in bond does keep down
the interest, the remainder man or his representatives
will have the benefit of it, and they will
not be entitled to receive any in

But if in where there are more mortga-
gees than one, if a first mortgage has r
another rentants the mortgagors to take the rents
and profits without paying the interest, still
in favour of the second mortgagee the profits
shall go to discharge the interest of the first
mortgagees.

When a lease is given to the mortgagee, the
holder of the lease, merely ipso facto, has a right
to collect the whole debt interest and principal. For
he may deliver in the words. But the holder of the
mortgage deed has no authority to receive any
more than the interest. For a surrender of the
deed does not convey the title. For as the
holder of the deed is the evidence of the title
he may acquire homesteading to take the rents and
profits. In the way in this reason take the interest
without getting possession.
Real Property

Mortgages

Tender of the money.

If the mortgagor refuse to receive the money, every six months after the due date, a notice is made to him of the interest on the debt due. If from that time, promised the mortgagor gives no further notice of his intention to pay, or make, or the non-payment, he must give notice because the legal title is now due.

And the mortgagor must make oath in court, that the money has been always ready for the mortgagor since that time, but that he has never profited of it, or else the interest will not stop. On this is equitable. The mortgagor has not otherwise lost anything but the mortgagor's refusal to take it. And the tenant to stop the interest must be a strictly legal one.

There has been some litigation in law and equity, how far the tender of a bank bill at 6% payable in 3 years. The rule is not now settled in both cases.

If it were made and the creditor makes no objection, it is not a question whether it is being paid in full, especially if the creditor offers to change it for stock. And this last qualification is very unnecessary.

The power, the upon a mortgage is required. But it is known to the parties of the mortgagee, as no place is appointed in the contract. But if a time or place is appointed, payment at that time must be made accordingly.

And if no place is appointed in the contract, the mortgagee appoints a place &qu
Real Property.

Mortgages. "When making the account, notice, tender, there is good, if the place is reasonable, the mortgagee does not object, at the time notice is given."

"And to prevent any variance it has been determined, that tender of the mortgagee's house in his absence, is in some cases sufficient, i.e., if it can be proved, that the mortgagee withheld the house in the way, to avoid a tender."

"It is not, however, if the mortgagee has doubts as to any legal question respecting the land, he must have time to consult counsel before the interest will stop."

"Or, also if there is a question as to whom the estate, the equitable interest, he will be allowed the same time to consult counsel."

"It is said in the books that the interest accruing upon a mortgage, may be altered by a subsequent partial agreement. Powell lays down the rule generally. But I doubt whether he who wants to enforce the agreement is not the rule holds. If he is old, there is no doubt, for an equity may always be rebutted by partial proof. But the equity arises upon a written contract."

MODE OF MAKING THE ACCOUNT.

1. mortgage being made, notice to make an account is made within 60 days and when matured shall be taken to produce the book of legal bills and is all. Within the mortgagee remains.
Real Property.

Mortgages. Suppose he is not to account for rent or profit, but the mortgagor. He must allow interest on the debt.

But the mortgagee must account for the rent, and if it is not paid by the tenant, i.e. the mortgagor, to be applied to the debt and interest.

A mortgagee in possession is entitled regularly to no allowance for his sole trouble. It is not to be allowed to an estate. But by this cannot be meant that if he labours on the estate he is not to be allowed for it. All the expense of labour and profit must be deducted. But the mortgagee is not regularly allowed any thing in the nature of a salary, unless there were an agreement to the contrary.

If the mortgagee in possession abandons the estate, the rent remains liable for all the rent and profits even after abandonment. And this rule is not harder than the one since under the less abstinence, he is still liable on his account.

The mortgagee is accountable to the mortgagor only for the actual profits received, not the value. If the estate was for five years' annual value and if it appeared to be worth bare, he might have made more money had been quit, or hand or careful management.

But if the mortgagee takes objection. He has
Real Property.

Mortgagor. Mode of taking the rent
other charges; and he will on those terms be charg-
with all the profits he might have made. And
this is the rule even if he permits the mortgagee
to take the rents & profits. If he permits the
mortgagee to do this it is called fencing.

In the last case however the mortgagee
is not accountable for the profits to the subse-
guent encumbrance, before he knew of their sub-
sequent encumbrance. Here there is nothing un-
fair in his conduct.

But here if the mortgagee permits the
mortgagee to remain in possession he having notice
of the subsequent encumbrance, he is charged
with all the profits that they might have
made from the time of his interposition.

If after an assignment by the mortgagee
the mortgagee brings a bill for redemption the
mortgagee must wait until he be made a party; for he must
account for the rent and profits he has received.
But this rule holds only where the mortgagee
has been in possession.

Where there are several encumbrances, an
account stated between the first mortgagee & the
mortgagee will be conclusive as to the amount,
unless the subsequent encumbrances can show
some fraud or uncertainty. The burden of the
proof lies on those to the mortgagee to establish
the profits; if an onerous mortgage is the mort-
gagee who will of course take care of himself.
Real Property

Mortgages

A mortgage is a security for the payment of money or the performance of an obligation. It is a conveyance of land in consideration of a debt. The mortgagee has the right to realize the property in the event of default by the mortgagor. The mortgagor remains in possession of the property and is required to pay the interest and principal of the debt as agreed.

A mortgagee has the right to enter the property and take possession if the mortgagor fails to pay the debt. This is called a sale under mortgage. The mortgagee can then sell the property and apply the proceeds to pay off the debt and any accrued interest.

In some jurisdictions, the mortgagee must first give notice of the intention to sell the property to the mortgagor and any other interested parties. This is called a sale under power of sale.

Foreclosure

Foreclosure is a legal process used to terminate a mortgage and seize the property when the mortgagor defaults on the loan. It involves the mortgagee taking possession of the property and selling it to pay off the debt. If the sale does not cover the full amount of the debt, the difference is owed by the mortgagor. If the sale exceeds the amount owed, the excess is returned to the mortgagor.
Real Property

Foreclosure.

The decree of foreclosure is merely an order from the Court to the mortgagee to sell the mortgaged premises in a given time, and he shall be foreclosed forever from re-entering.

If a mortgage is made to several, all the mortgagees must join in a petition for foreclosure. So if the mortgagee applies to the court, they must all join in a petition. And the Court will settle part of the case without the rest.

A suit of Equity can never decree a foreclosure till after the failure. For until that time the equity of redemption does not exist. And by a foreclosure the equity of redemption is merely extinguished.

As a rule, as expressed in the books, that is a bill to foreclose the title of the mortgagee can not be investigated. The mortgagee does not appear as a party interested. For the mortgagee may say that the person applying is not entitled to the legal estate. The meaning of the rule intended, I take to be that if a bill to foreclose, will not aid the title of the mortgagee. He decree to foreclose does not create a title.

If the mortgagee's deed is defective, it will aid him, but not on a bill to foreclose. It must be done on a bill filed for the purpose.

A mortgagee may be one and the same time, owner, tenant, or mortgagee by

so many liberal acts of indemnity.
Foreclosure.

The mortgagee in default on the bond, had a right to foreclose the mortgage at the same time. And this is no deviation from the rule of law, that the party is not liable to two or more suits at the same time on the same cause. The object and effect of all these three remedies are identical.

And in suit where an equity of redemption is legal against the mortgagee having recorded in his bond may have an execution against the equity, the same there is no right to sell off.

The 3d of ch. 5 may refuse to foreclose, when solvent equity would be the consequence of his decree, for their inconvenience to enter on equity is discretionary, but not to a lot of land, where the claim of the party is stricto sensu.

If again referred to a master in ch. 5 to take an account on a mortgagee's bill to redeem the untenanted debt and render, according to the order and in consequence of this the 67th section, the bill that is equivalent to a foreclosure.

Of the mortgagee's heir bring a bill for 34. 6. 13.

If then the mortgagee's executor in suit 3d of ch. 5.

the executor is not made a party, but even if there is no demurrer, those facts appear on the trial, the bill will be dismissed.

But the mortgagee's executor next year 60, 3. 25.

be unless made a party to a bill to the heir 6. M. 479.

And the mortgage of an inheritable interest.
Mortgagees -

For he has no interest. But if the ejector, of redemption is of a chattel interest, the executor must be made a party.

But if the mortgagee's heir does obtain a decree to foreclose in objection being made he may hold the land if he will pay the executor the money due. Though the latter was no party.

But if he does not pay it, the executor may in Equity compel a conveyance to himself of the estate.

As a decree to foreclose unless paid within a limited period of months the calendar months are implied. The common period limited is 26 months though the Ct. are at liberty to limit any other period.

August 5th E.D.C.
Foreclosure.

If a mortgagor is unable to meet the mortgage payments, the mortgagee may require the mortgagor to sell the property to meet the debt. The mortgagee may then proceed to sell the property at a public auction. The proceeds from the sale will be used to pay off the debt, any remaining amount will be returned to the mortgagor.

If the mortgagor is unable to sell the property within a certain period, the mortgagee may then take possession of the property and use it to satisfy the debt. The mortgagor may then have the option to redeem the property within a certain period.

If the mortgagor does not redeem the property, the mortgagee may then sell the property at a public auction. The proceeds from the sale will be used to pay off the debt, any remaining amount will be returned to the mortgagor.

The process is subject to the laws of the state, and the mortgagor should consult with a lawyer to understand the legal implications of foreclosure.
Mortgage

The case by the English practice is
presented to the court by the terms of the decree.
But if not belated usual in copying
the original writ, and of the claim to
include the day is nevertheless allowed.

If the judgment was not then found
after coming of age
another 15 months, the decree which is original con-
ditional is made absolute.

But when he does that causes the
payment to be made a wise measure was a new defence in motion.

And in the same case that
was not to the understanding that
when the defendant, judgment may not
over the decree, because it was against him; and
in an image, but he must show that the decree
was erroneous or unjustly attained.

The amount of the rule of attack after
the judgment, without any appeal, within two
months, he may take advantage of any reason
which existed at the time of the decree,
which is then known and to have proceeded from
Death of a minor or his execution
his mortgage back of the mortgage with a lien on the deed
of conveyance, a bill for foreclosure a necessary
not be it allowed her at the time or consummate.

She has voluntarily declared her rights as owner
by her husband.
Mortgage

Real Property

But the power so given by the deed is limited by the condition that the estate in the above-mentioned lands shall never, for any reason, be sold or in any way alienated. The mortgagee is entitled to a foreclosure of the deed, but open to it, without will render the Equity of Redemption.

If the mortgagee obtained a bill of sale, he may proceed against the mortgagor for the payment of the debt. If the foreclosure was opened by the Court.

A case where the mortgagee has obtained a foreclosure, after the judgment creditor's refusal to accept the mortgagee's demand, and tendered payment, the foreclosure was opened.

There a foreclosure is entered, in favor of present incumbrances, the subject mortgagee is entitled to a termination of the incumbrances at the foreclosure. Such rule cannot, however, be applied where the foreclosure was improperly obtained.

The time limited for payment of the debt is a decree to foreclose may sometimes be neglected. A bill has been enrolled for no other reason than that the state was to vacate or the rent.
Mortgages

1st B. 2d. The ground had gone before the time of delivery, and now a suit commences.

And certainly where as the purchase-money is not restored, the possession will be upheld.

But it seems that in proceedings there are points in favor of the doctrine of
the law of real property, because it is said that the mortgage is a beneficial
right, and not an absolute. In such a case we are entitled to the
proceedings as well as the law in chancery. Especially if the mortgage is
holding. However, I must inquire into the rule which extends to
the rule which extends to

20th, 2d. the real property; there can be no

22d. preference for there can be no preference.

30th, 2d. of the first mortgage having been

April 25th, 2d. preference for the record, given a

false. The lands in the mortgage, the

2d. mortgage in that fact, revene.
Real Property

Foreclosure

205 2 If the mortgagee, after having obtained a foreclosure against the mortgagor after an action upon the bond secured by the mortgage, the foreclosure is opened at the commencement of the action.

It was stated in the Book of Foreclosures. Further, the mortgagee with possession of the land was a satisfaction of the debt. This was obvious, very reasonable, and, I think, not law.

A foreclosure process should not involve a delay by the mortgagee, but acquire the possession of the land.

According to the Book of Foreclosures, the mortgagee was no pa, at the time of proceedings. The

law is to foreclose, the debt makes the original decree absolute by a further order.

But statute is not. The statute is.

For the same rule is observed that the same

concept must rule. The decree is absolute, and the subsequent orders necessary to render it absolute.
Real Estates.

Manner of acquiring real Estates.

General notice by John Taylor.

Properties are acquired by descent and purchase. When a man dies intestate or a fire rages or a sea, or the owner of a tenant, or a will, or in the latter without a will, one the same personal to the heir.

If it is a fee simple it goes to his heir. If a general fee and it rests in the same person, or the entailments may limit the descent to a particular heir. These are all the descenible estates.

Purchase means the acquisition by any other means than a descent. Whether to the heir own, or any other way.

Originally land was not descenible, it was
ignoble, not descenible. In many countries among the barbarians, has a power of parcelling out to their lords (other to their tenants) of conquered country. And the holder had merely an estate at will.

The next step was to grant terms for years. But these were only for a short limited time. It then became customary to grant for life. And for a long time this was thought to be the greater grant. Then would be made of lands. And hence arose the notion that a grant of lands generally paper a life estate only.

Usually the word heirs was introduced in order to convey a descenible estate. But until it usually descended to heir when the word heirs was held to designate that in the old days was the eldest son surviving in the living place. And as one was
General view of the subject of succession.

To be heir but the direct descendant of the first purchaser. And this is still the case, or it is evident that this would soon let in collateral relations. And if the grandfather was the purchaser and the proceeds had no direct descendants, who be the heir of the estate? But he had a first cousin, the heir of the direct of the first purchaser might take. But if no heir of the blood of the first purchaser could be found, it encheated.

To prevent the squatter they introduced a fiction of law that the estate came from an ancestor of the actual first purchaser...and thus all collateral relations were admitted.

This was a sore thing to the squatters.

So they introduced the word heirs of his body by this intention to prevent the collateral heirs from rising.

But finally estates became alienable, and the word heirs became a mere description of the quantity of the estate. And then an estate to a man or his heirs gave the absolute estate.

Now in a long time the word heirs of the body were held to bar this power of alienation.

And finally the law held that an estate given to a man + the heirs of his body, was a fee simple conditional, to be absolute at the birth of an heir. The birth or an heir that made the estate absolute.
Real Property

General propositions.

Generally the rule is; where conditional devise is in question, which is made to prevent the alienation of entailments, and make the estate perpetual, done.

But this is evaded by a fiction, which allows the entail to be avoided. And if not avoided the entail continued.

Next part of the estate was made liable to creditors. The doctrine of executions has been considered.

Finally, estates were made devisable. All estates held on fee simple, except those held in joint tenancy were made devisable to grantee. Henry VIII. introduced, without actual seizure, either by himself or his tenants, did not warrant at all. But it was quite.

Don't forget that all estates in fee simple, not consisting of joint tenancy are held devisable. All real property is in most of the States devisable.

Men were always accustomed to device among their personal property, and it may seem strange that devices of lands were not sooner introduced. But there was a power over the landed estate.

A man would convey away the estate to his own use, otherwise he might devise that he could not devise the land.
Meal Property

General view of

There was no law against this so that
would encourage the device. And this was a very
general practice at the time of the quarrels
between the houses of York & Lancaster, for
these uses were not for saleable.

But the 20 Henry 8 prevented this by
determining that the estate gave use should
have the lands. A devise then of the use conv-
verted the lands. This prevented devises of uses.

And five years after the sale of devises was
made. But that statute required the devises to
be in writing, and that is the principal require-
ment by that statute, the others have since requi-
ded these things.

By CP there is no provision for
the disposal of estates per curant vie. The stat-
of CP deter
determines the manner of its dispo-
sition. What becomes of the estate in those
States, where there is no similar statute. If
it could not escheat to the whole land must
escheat in any. If it devolves upon the
best dependent holder it. It could not go to
the executor for it is real property. On CP it
goes to the state as the executor or personal
property.

The term "of the blood" is used in al-
mask all our states in a different sense
from what it is the feudal doctrine of descent.
local Property

183

Pare of means usually denominated, are one of this to be decided.

The principles of the law of real estate, by the distribution of personal property, are the basis of our state of descent of real property. An a knowledge of these principles is absolutely necessary to understand the state of descent in the different states.

There was the revolution the descent of real property was the same here as in Eng. since and the system has entirely altered.

There are certain terms made use of in the state of Eng. 2d, these when used in our states are to be understood in the same sense they are there used. And all terms when used in other states are to be understood as they are interpreted by the Eng. laws.

In the state of Eng. 2d the term

of her issues, from whom we use it, we are to take

the English interpretation of that term.

3d in Eng. 2d, it is provided

that when a person dies leaving personal effects, one half of it shall go to the issue, the re

main to the parents, or their legal representatives.

This distribution is always free subject

when the heirs are in equal degree. But if

one claim is more extensive than the claims of others, one third of descent distribute the real.
Real Property

Estates of distribution.

projects in the same way. If there is no issue or
children or their legal representatives take
it all. If some of the children are dead or
leave great children, these great children take
for heir per stirpes i.e. what their ancestor would have
taken. And if the children are all dead, they
take per capita each an equal share.

The term next of kin is used as the
statute of 6 & 7 Vict who are the next of kin for
they are to take it if there are no children or
their representatives.

What made of computation is best
used? Some of our statutes of descents direct
the made of computation by the civil law, others
by S.L. 23. Many give no directions as to the
computation, and where the term is to be under-
stood as in the Eng. law, there the computation
was by the civil law. That is the use of it
in the Eng. law as used in the Statute of Th. that
then is to be the made of computation here.

In cases distributed under the Statute of
1871 see the title of Executors & admin-
istrators. To find who are next of kin count
with the common ancestor, then count down
to the person who claims as next of kin.

The deceased is always to be taken as
the proprietor.

In the descents in line representation
Real Property

Law of Distributee

person. But in the collateral line representation goes no farther than brothers' children. But in some of the States, the land in the stocks respecting descendants goes by an express clause as distinction in the collateral line of representatives.

But in the State of New York, the mother is descended to the second degree, provides that she is brothers or sisters living. And some of the States or New York have provisions of that kind, as it respects descendants. If there are not the mother to take the whole to the exclusion of the brothers and sisters.

In Massachusetts, all the claimants are in the same degree those who claim that a more remote ancestor cannot take. And this is their only alteration of the state of New York.

In all cases the principles mentioned govern with one exception which I will presently mention.

Unless there is some provision in our state the half blood take the same share as the whole blood, the whole blood.

For in computing next of kin, proximity and not quantity of blood meets the consideration.

This case is soon after the death of the war so deeply felt in the minds of the people of the people, for the coincidence to our
Real Property

2d of Distribution.

As precedents have a name as well as the rest of us.

The question is to provide the half-breed
down taking an undue share of the estate unless
his mother's ancestors are of the half-breed. If the are
not of the blood of the first purchase, or rather
ancestors of the first who at came. This is the case in
New York. And the name in the case where the de-
seants were himself the purchaser.

We have a case which says of the estate
came down as ancestors it shall go to the blood
of the ancestors, a farther proof. The half-breed shall
not take if there are children or the whole-blood.

A posthumous child takes a distributive
share under the estate of the

As to the undivided share rests immediately, it so the
undivided share rests in the one who cannot take. But for this
purpose the child is considered as the child of
if it is considered as all resting in the one alone.

The remaining a part of the

On the birth of the posthumous

As to the estate the grandchild

As taken the stage where all the children are
dead. But this I apprehend to be incorrect, where
the terms of the estate are like those in the
state of New York. This was one decision of this kind
in principle in Brown. But it is entirely unusual.
Descent

If all was under the time of the war, it is not warranted to law. In that case the brothers as sons were dead, and their children took possession.

With collateral law, as a nation of law, the collateral rule would have been that the brother, or sister, children, if the rule might have been general, that in the collateral rule, it does not affect burdens the third line, whether they are brothers or sisters children, or any other relations.

But in the case of grand parents and brothers' parents alive, the they are all in the second degree and the grand parents will make titles, without the exception to the ownership of the statute.

If all the brother parents are dead, and their children, the grand parents take all the estate to the exclusion of the nephews or sisters.

But if a man die without any relation the property goes to the heir. But at the time developed their are levels to the farm or house.

But in the United States, we have all the laws down with their ancestors. We have not the title we Great Britain.

Descent in England.

Real property descends to the heir in descending order of the person last actually seized. The widow is second. Then she marries. This marriage is dissolved as in most of the States, and owner ship of the former rent goes into the farm land.
Descendants.

1. In the real estate descend to the eldest male in exclusion of the younger one of females. In these states primogeniture confers no more exclusive right.

2. The estate goes to the lineal representatives of such eldest son if he is dead leaving none whether male or female. Denial principal seems to be governed in the formation of these rules.

3. In any case, always exclude females in the same degree. This rule is here disregarded.

4. If there are no male descendants, the land descends to the deceased all other collaterals.

5. If one daughter is dead leaving children, they will take under their mother would have been here; whereas the rule that the eldest child takes that the females are excluded.

6. If the intestate died without issue it is a maxim in the English law that the estate cannot pass directly. The next collateral who must take, provided he is of the blood of the first purchaser subject to the long settlement. The latter sense in this can never take.

And in those states which the O.J. general is revenue, in the collateral line the half-brother are not entirely excluded.

In America, collateral relatives the paternal line is preferred, unless the estate actually falls down from the male, when the collateral
Real Property

Descendants

of the paternal line can never succeed.

The son held the daughter as one unit
issue, then they were per stirpes by the

English law of descent.

If the law of嗣承 discusses men to be
seen with their wives, we mean to be
seen with the real estate can never be taken by the

female ascendants by inheritance. The reason given
by those is that land cannot exist to descend.

The next collateral relative must take

of the blood of the first purchase.

But he must be of the whole blood, then

he and his representatives will take.

Bell Nan, P. J. died seven of Blackacre

and descendants from Nan. If he bought land

and passed it have come from him, he left Sally

his partner of the whole blood, and Samuel of the

half blood, he left Thomas a brother of the

whole blood. Thomas Nan will take for he is

the next collateral relative of the blood of Nan.

And being a male excluded from inheritance.

But if he was dead leaving a child, that child

will take to the exclusion of Sally. But if he

died without issue, then Sally will take the

estate in the exclusion of Samuel. For he is only

of the half blood.

And the estate came from Rebecca. But

I was never raised the issue of 38 cannot take
Descents

when a man dies, for personal and statutory,

the nearest collateral or nearest descen-
dant of number is of the whole blood will take
the estate.

Of the estate actually came from the
father, it goes to all his relations; if from the
grandfather it may go to any of his relations.

And if this acquired it may be per-
soned by any issue of any ancestor.

But suppose there are no brother or
sisters of the whole blood. Number has a wife,
does but has no issue a brother living. The
father's brother will take for you under pres-
sent for relations in the paternal line; unless
the estate actually came from the mother.

And the relations in the paternal line
the more distant, will take the estate in
succession of those that are nearer in the ma-
ternal line. And you must look into all
the paternal stocks before you resort to the
maternal line.

And in the collateral line the same
rules prevail as to the preference given to
males the exclusion of the half-blood.

Otherwise descend in the same de-
ger take equally, but the elder shall de-
cide the rest.
The law of descent in the several states so far as to enable you to understand their statutes.

The term "of the blood" has two senses.
10. The feudal sense is exclusively descended from.
12. It means any relation whether lineal or collateral. This is the modern sense, and thus in the general case of 12. But there are cases in King’s cases, where it is used in its original sense.

The states in most of the states profess to direct the descent of property in all cases.

The way that the estate let it come from whom it may shall go in certain cases to the brother, sister, or the deceased, provided the use of the blood of the deceased. For whom it came. Suppose the estate came from the uncle, George. Now there are brothers, sisters, and nephews.

In the case of Sallie. Now there are none of the blood of the uncle so it’s original sense. If there are no other relations, there is no provision for the descent of the estate. This proves that "of the blood" means any relation.

And this is the use of it in the King.

But in many cases, as in the state directing administration to be given to the widow of a testator, because of his presence. Because of it's presence.

As to the state of New Hampshire. The words
Descends of it respecting the descending line are the same as those in the state of QC. If course of the
ascending line the descent is the same. As to the
ascending and collateral line it gives the estate to
the next of kin or their representatives. But
representation goes only to the third degree. (And
further if a brother or sister die before or with
one, the estate goes to the brothers and
sisters. This is a variation from the state of
QC.) And the mother is degraded to the rank of
brother or sister if there are any living. But
there is no distinction but the one mentioned
from the state of QC.

State of Massachusetts. Here as in
Massachusetts it makes no difference whether
the estate be purchased, or derren. As to the
descending line the rule is the same as that of
the state of QC. But the increase need not have
been raised. And in the state of QC the estate is
to the father to the exclusion of the mother,
and if there are two there are brothers or sisters
sharing who is degraded to the second degree accord-
ing to the state of QC. But in this case if
the brothers and sisters are dead leaving issue, their
children will not take but the mother will take the whole. This is a marked difference
from the state of QC. Here the mother remains
first of the old stock.
Real Property.

Deeds.

The estate of E.A. Smith must go to the
next of kin, so does that of Massachusetts.
Next, the estate of Mass. Besides that among
the next of kin. Their third claim under a near
ancestor, shall take in exclusion of those who
claim under one more remote. This is a con-
siderable alteration. And this will more before
mentioned in the only alteration of the
laws of distribution of personal property.

Part of Rhode Island.

All real property in the descending line
except estate, shall go as in the state of E.A. how-
in the ascending or collateral line, the estate
must go to the next of kin who is of the blood
of the first Purchaser or ancestor from whom
it came. This is a natural and the only altera-
tion. And it makes no difference whether the rela-
tion be of the whole or half blood. Of this is a fun-
domestic; and go to any collateral relative.

But if comes by devise or deed of will, then
an ancestor it must go to the relative of the lesser
state of Massachusetts.

In the descending line is the same as the
state of E.A. But in the ascending or collateral
line it is different. But in descending estate of E.A.
Rhode Island except that the father may have
more than one, if there are collateral ancestors, and go
to the nearest of the blood of the ancestor.
Descend

A son in the line of the blood of the half
brother and sister take, or any of the collateral
line, and not of the blood, if any of the same.

If the estate is purchased, it goes first to
brother, or sister, of the half blood, and then represen-
tatives, to the exclusion of the brother, or sister of
the half blood. And if the brother and sister of
the half blood, and dead without legal representatives
it goes to the parents. If they are dead without legal
representatives, it goes to the brother and sister
of the half bloods, then to the next relatives. This
representation is in the collateral line in all the
state, limited to brother's sister's children in the
third degree.

Stat of New York.

A son in the line of the descendant line is
the same as in the line of the

In the collateral line, no one and no

It is not enough to mention, they take to the ex-
clusion of the mother. And the father of the

If it is a purchased estate, it goes as

Both the brothers and sisters are all dead,

Here contrary to the state of the
the estate goes to the heir. See also, if there is
another. See in one of the provisions of the state
of New York, that in all other cases, the line of
Real Property

Descent

descent takes place. That Men is necessary to be
seen unversed.

State of New Jersey.

This must shadow the due been considered
and reference to that of &. It alters the C.L.
farther more than in New York by making
it unnecessary that the persondeed should be
seized. In the descending line the oldest male
is not preferred to the rest. And males do not
exclude females and take a double share.

And that belongs to the collateral line, when
the state alters the C.L.

The male in the same as to representation
as at C.L. They always take the steers or other
in capital. And there that makes no difference
as to a descendent and none a one motion. And it
makes no difference from whom it came.

There is no other the state provides
that the estate shall be to the brothers and sis-
ter. And if there are none at the whole estate
more of the half blood may take. And here
the male and a double share. And then rep-
resentative will take without any limita-
tion of representation. Because there are more
representatives of the brothers and sisters the estate
goes as at C.L.

State of Virginia.

This must make an exact provision to guard
against the idea that the heir cannot take under
The deceased leaves no issue. In such case, if a person has been the estate shall go to him and the children of his descendants shall then have their share, and in different degrees they shall take for themselves and in the same degree the estate of the father. This is subject to their lives, and no one will receive the whole.

If there are no children and descendants of them, the estate goes to the father. If there is no difference in the children, then the same case. If there is no father, the estate goes to the mother, mother's mother, and mother's grandmother, according to the rules of the law. The next to the descendants is uncle and niece's lineal heirs as in the statute. Thus far the provision in the hands of the code except the representation of others. Petitioners take under the same rule instead. The half blood takes a half share in the value. They are not less favored or included. There are some circumstances under the law which I shall not notice.

In such a case, the mother, brother, and sister, in their representatives. Then the estate is divided into shares, one half over to the minor as such and the other to the individual. If you have a grandson and they are under the age of the grandmother, to the uncle and cousins in equal shares, three descendants.
There are no heirs that have you must distinguish between the whole and half blood of your children. The father and mother are alive. Here in the first line you find the half blood are entire on that ground. They are excluded in the other mother does not live. But a young person is real blood.

The father takes the estate. If the estate is an estate is then are his brothers and sisters of the whole blood, if they are of the blood of the person from whom it came. And if any of them are dead, then there take it for theirs.

If the father is dead the mother takes it for life. But there are no brothers or sisters of the whole blood of the person from whom it came. There is another provision of the hat. It goes to the brother, a sister, or the half blood, who are of the blood of the person from whom it came.

Representation to the collateral line is unlimited.

But the mother or dead, the brothers or sisters of the whole blood are dead without reflex, and half blood are not of the blood of the person from whom the estate came. But it is a nuclear estate the takes. If ancestral seed the rest is half of the blood.

If there are no brothers or sisters, no mother
mother, the father takes the lead if the estate does not come from the mother. If the father is dead, then it goes to the next of kin. Then: first, the heir you come to may succeed, in which case it makes no difference whether they are of the whole blood or of the blood of the person from whom it came. And the rest of the inheritance takes to the heir for his future life.

Our ancestors state the rule, namely, that it passes to the next of kin, unless you come to the last clause of the statute. And the half-bred are postposed to the whole, even where the one part is required as well as where it is ancestor.

But the matter can never take a pe.

Part of Maryland.

It provides for the descents, where the ancestor is named. This is the first state that requires this. It provides: for the descents of five single, single male and female after the male. These words, that in Germain's case, in the statute, preserved the entailment, unless subject to the same law of descents as the.

The entailments are abolished in the states, the words which would have given an estate to last come in the single. This has been recent in New York.

This last provides that the estate shall descend in the children, then descendants, if any.

ual.
...
operation of the gentleman who directs the state. The estate consists from the father, mother, and from the state. The words, with the exception, the state has been a subject of dispute. But it would be best to get accurately determined the state living. descent in that state, is extended far beyond any technical meaning, or any of commoner difficulties in the construction of the state. descent, means the descendent as an ancestral estate on the father's side, whether he descent died at geld, or deceased from him, or any of his blood.

If there is no father living, it goes to the brother and sister of the blood of the deceased where it came, and to their representatives, if any of them are dead. But if they are all dead, then the children are his capital. And the descendant is all in question.

And if there are no brothers and sisters living, in or out, all the state in the estate is ancestral. It goes to the grandfather, to the collateral, on his father's side. If they are in equal degree, they have equally, otherwise per stirpes.

In that case, the representation goes only to the head, degree, but by the state the judge is to determine.

If no relatives on either side of the latter, the great-grandfather on the mother's side
Meal property.

Decedent's estate shall descend to the issue of the person who was the issue of the decedent's issue, whether male or female, and from them shall descend to collateral relatives who are of the same blood as the decedent.

In case of a decedent's estate where the decedent is the issue of another person, the estate shall descend to collateral relatives who are of the same blood as the decedent.

If the estate is purchased, it shall descend to the purchaser. If it is purchased, the estate shall descend to the ancestor from whom it came.

If the estate is purchased, it shall descend to the purchaser. If it is purchased, the estate shall descend to the ancestor from whom it came.

There are no place, but there are brothers and sisters of the whole line, and their descendants shall take equally. But there are brothers and sisters of the half line, but not of the whole line. Their representatives. Then the half blood take the other representatives. Then the father takes it. And if no father, then the mother. Then the father's father's son or daughter, or the collateral on the father's side. And if there are no such relatives, then it goes up in the maternal line.

I thank Col. J. Carolina.

Real property shall descend to the issue of the person who was the issue of the decedent's issue, whether male or female, and from them shall descend to collateral relatives who are of the same blood as the decedent.
Real Property

Lensure.

They take for steps. They take for stipulations.

And here it is no place and the estate came in descent, devise, deed of gift, or settlement, where the intention would have been, here has he lived of the ancestor, the estate goes to the next collateral relation of the intestate of the blood of the ancestor from whom the estate came.

As to any collateral, it goes to the first collateral, because either of the whole or half close.

Under this state there may be a question whether "of the blood" in each and the descent or "of a modern race." This must depend on the determination of the state of the state will be all disposed of in either case.

If the estate was ancestral the heir, and dies his wife is tenants for life, for the estate makes them tenants in common.

State of S. Carolina.

Here is no distinction of purchase.

An ancestral estate. Any third of the estate goes to the wife, where there are issue or there are representation. And the remainder goes to the issue. If there is no issue a moiety of the estate goes to the father, if there is no father to the mother. The other half goes to the wife.
Dear Parents,

Here is no widow, the whole goes to the child or children. But here is no father and mother.

The widow takes a half of the brother and sister of the whole blood, take the rest.

And if the whole blood goes to dead, then you take with the half blood, brother and sister.

And the brother and sister of the half blood take all of the brothers and sisters of the whole blood, who take. Then the estate goes to the lineal ancestor, if there are no children of the brother and sister of the whole or half blood.

But the lineal ancestor we hear, but this goes to the widow, and one third to the rest of the in computing the estate. If you compute by the civil law, be an extra unless in the state.
Devises by the Honorable 

The powers of legislation were always de the 
Powers before the Norman conquest, but it is probable 
the Saxon and Roman Laws governed in those cases. 
The feudal system after the conquest was 
generally adopted in the as well as no devises as to other 
feudalities. But some places claim the old customs 
as to devise.

Personal property was always divisible. But 
this might be by parole. And so ancient the real property 
was divisible by parole. But the charter of Henry 2d, 
which first allowed devises of real property after the 
death, was such devises to be in writing. This is 
applicable to us, and the words are all serious except 
some instances. Still the 2d Henry 2d grants.

Inher estate, intestate persons of new born memory; 
desires from making wills. The last words have been 
referred to when we were the last. The last and 
certain are cases, however serious at Lt. 14th 
derived devises cannot. This is a case in which some ancestors 
concerned in the 2d.

The stuff ofPt. 14 was made after the 2 
emigration and settlement of some parts of our coun-
try. This as an English law is not binding on us.
Pennsylvania has been adopted in the terms of it, as 
its subjects are subjects of wills. in every state the 
wise, and it was adopted after it had received a construc-

Constitution
Devise strictly apply only to real property. Limitations to personal property. The restrictions upon alterations of real property by devise continue long after those on alterations in any other way.

In some states where married women are not entitled to inherit, the question whether they may devise their real property depends upon the question whether they might devise personal property at all. I think they might.

In construction of the words in a deed and a devise is very different. A devise of lands to a man forever or in fee simple conveys a fee simple. But in a deed only a life estate. The intention of the will must govern. But where technical words are required in a deed if they are not used the intention is nothing. The reason of the difference is that the rules respecting deviser who are later adopted, when the minds of men had become more liberal.

Part of the intention of the testator is apparently to create an estate not known at law to exist nothing. In all other cases it must govern.

Suppose a man attempts to entitle a watch on words will support of such intention.

To suppose a man desires to his heir male, and in an estate, that the law knows nothing of, a
General rule of estoppel. Real Property

Devises.

It cannot be created by fee to the heir male, unless of the body of some person, is not known at law.

The state of wills confers no new power on a testator to create a new estate, unknown at law.

They are words to convey estates before known, or this without regard to技術s.

But I think executory devises are a new species of estates allowed by the statute of wills, for all estates in fee could be created to commence in future, unless there was an intervening particular estate to support it.

The question that have arisen, whether an estate for life or in fee simple was created by a devise, are questions as to the intent of the testator.

On this ground it has been held that all my estate consists a fee. But under a thing is given for se, or blachare bounded thus and thus, bi whilk a se is held in this that a life estate only. Paper. But we consider it a fee simple. Et Mortiniti well considered the precedents opposed, but not the principles.

| common words in a devise when used as to personal and real property have a different construction.

The words all my real property concern on the real property he had at the time, and when the same words are used as to personal property, he convey all that the testator had at the time of his death, so the words have no reference to personal property.
Real Property

Deviser.

The will of a testator may be revoked by a codicil or by a subsequent will, unless the codicil or subsequent will is in writing, unless the codicil or subsequent will is in writing. A codicil or subsequent will must be in writing.

No particular form of revocation is necessary in a devisee. And no person, being a devisee, may, by a codicil or subsequent will, be deprived of the property thereof. When the contingency happens, it is certain that the devisee shall be entitled to the property, but before that it was held formerly that the devisee could not be deprived. But it is now
denied on according to the latter decisions. The objection was that the person was not seized, and without seizing a man could not devise. But he is seized as much as the nature of the thing demands.
No property in the world is devenueable except in fee simple, and the owner must be deceased either legally or actually. But there is no exception but in the case of fraud, as when the eldest son by fraud desired the father just before his death, where he had advised Sept 24, 1825. 6th 1826, away his real property. The fraud disclose the facts 6th 1821, and 6th 1826.

An estate in joint tenancy cannot be devised by the joint tenants. If the joint tenants devise, joint tenancies may be devised. The words are not introduced to make estates devenueable, which were not before legally devenueable. Our states render all estates devenueable, and under these states estates personal may be devised.

In the year 1819 I heard a case where a man had a piece of real property, a real property was devenueable by custom, the lot held the custom, the state lot real property was devenueable.

The 24th of July 1819 has been adopted with some modification in these states. Some of the decisions were the state 1820 before that of 1824 and still hold to be true. See also other note.

Under the state of Honor it was held the notice will never go to be executed at the same time.
Suppose a man had three or four wills consisting of different property, and they are all consistent, they are all good if this was once disputed.

Suppose the latter will inconsistent with the former will, in one case the former took all, in another case the latter took the residue. The legatee in the former took the heat of 1000, and in the latter case the legatee took the residue of the will. If the latter will is taken first, and he be an executrix, it would be a mistake. But if the latter is taken first, and the legatee under the former will, where the latter will is also good, it is a mistake. If the latter will is taken first, it would be a mistake. But if the latter is taken first, and the legatee under the former will, where the latter will is also good, it is a mistake. If the latter will is taken first, it would be a mistake.

Section 159. Notice as to the state of Ben: A which I take still is the law of the state. If a will refers to another instrument, it is good, and that the instrument referred to is not to be taken as part of the will, but as much as the legatee has been set aside in the will.

A second will different from the former is a revocation of the first. But a codicil is not a revocation. It may alter it, or may republish the will. If amended it is a codicil without express reference to the will.

Where a man mentions in a letter the names of which he means to dispose of his property, and under the state of Ben was a will.

If a man had during his illness received an order from his lawyer on how to make his will, the executor may amend it, and therefore to him after he had told him
Real Property

Construction of the living clause in the last will and testament, and the reasons why it is not sufficient to make a valid will unless it is properly executed, and the effect of personal property.

The statute of wills prescribes certain requirements which must be complied with or no part of the estate will come to his property.

The requirements are all laws, reasonable by the testator, and all reasonable by custom should be observed in writing. The devisee must be signed by the testator or some person in his presence or by his express direction. It must be attested and subscribed by witnesses in the presence of the testator.

No particular form or technical words are necessary, if the intention is expressed that is sufficient.

The last will of the place where the estate is most governed, and will must be executed according to that law.

It is not uncommon for a man to leave another power to transfer his property, and the transferor takes the power by will, and the will must be legally executed. The trustee may then convey it by deed or will. And if the transfer is conveyed by will, that will must be executed as to convey real property.

The devisee must be in writing.
Real Property.

2st the man was to sign by the executrix or some person in his stead who by his direction. Here arise a question what is a signing? And it was held that the testator's name found in his own handwriting at the beginning of the will was a signing. But is already settled. But of doubt whether this is correct on principles. But why not good if the hand writing is another. This the hand does not allow at least there has been no decision supporting it.

There was a will sealed by the devisor and the question was raised whether sealing was signing. Some of the judges held that it was, but in that case the will was in the handwriting of the testator, with his name at the top.

But it has been since held that sealing is not signing.

But the man wrote the will with his name at the top, and sealed his will to be brought to him to sign and before it came he could not sign. The Court held this will was not well executed. For if there is a clear intention to sign in the usual way, this intention is not carried into execution there is no signing. I suppose the Court was opposed to the former decisions and were determined not to extend them farther.

The fact does not require sealing, and to take it to be no question, but that it is your intention.
Deeds

Deeds

real property

211

Deeds

But it is usual to seal wills.

5. It must be attested and subscribed in the presence of the devisor. What is to be attested? Plainly the

attestation is prima facie evidence of the fact.

It is further said that the witness attests to his

swear. But this if so is overlooked. For the witness

is allowed to come into court to swear to his

swear. But he would not be admitted to swear that the

testator did not do the original act of signing. Be-

side this attestation. Besides this attestation of testat-

or

It is mere prima facie evidence of the testator's

swear. For the presumption without this attesta-

tion is the same, so that it is useless as an attes-

tion of this fact.

What must the witness swear to

be done in signing? It must be signed in the presence

of the devisor.

The testator signs it in the presence

of one witness to be attested. Then another comes

in and the testator signs it over again? It is

usual to run it over with his pen. But it is now

held that if the testator says to the second witness

this is my will if I signed it, this is a sufficient

swearing in the presence of the second witness.

But if the devisor said this is my will but did

not sign it this is not enough.
Devier.

What is a regency in the presence of the devi-
tor. So it was settled that if the witnesses sign the
will, when it was probable for the testator to see him
this is in his presence, whether he actually saw him
or not. If the man were blind, if he could have seen
had he ever that is sufficient.

But here is a case where it was con-
tended if he could have seen the witnesses sign but
did not the will was not good. But it was

1.P.W.460 contended on the ground of fraud. The man was
said to have been doubtful whether he would
have the will attested or not, and the witness
refused in before he thought of it. But this fact
was not proved in the trial and the will was not

The witnesses did subscribe in the coroner's
presence of the testator, but he had not the use
of his mental faculties, this was held not a
regency within the act.

How will you prove the regency of the
testator. Only one saw him sign, he may swear to
the regency. The law does not require all the wit-
nesses to swear they saw the testator sign it.

Of the other two witnesses are out of the pres-
cipitation of the will. In fact, one may certainly
prove it. He may swear to the regency of

other but I think they all saw the testator
sign, the witnesses can all be bad.
Real Property

only one is adduced you have not the best evidence that the nature of the case admits.

But the witness swears that he saw the testator sign the will but he did not see the other witnesses attest, there is no handwriting of the other two witnesses. And this does not prove that these two witnesses signed in presence of the testator. Then the fact must be presumed, and it will be so presumed, and the will proved. And if all the witnesses are dead you must prove all their handwriting and this prove the will. But here the testator handwriting must be proved also.

But suppose one witness swears that he signed, and all the others attest the will is signed in the presence of the testator, 2 of him, & the other swears that this is all a forgery, that he never signed the will nor saw any else sign it. This may be proof if the jury believe one witness & disbelieve the other.

When a witness denies his signature he will not be permitted to prove that he did not see the testator sign, for this he made by attesting by signing.
Deed Property

Denver

...to the number of witnesses, three or four at least... are necessary. What are three or more witnesses? July 17, 1835...

There was a will in which there were but two witnesses, but afterwards added a codicil wherein to which there were two more witnesses. The will was held not to be good because the witnesses of the will knew nothing of the codicil or the witnesses of the codicil nothing of the will.

There was a will without any codicil, the testator being ignorant that they were necessary, but afterwards a codicil recognizing the will with the three witnesses, the will however was held not to be good because the will was not witnessed. The codicil was made recognizing the will, and their case was that the codicil was made the same day as the will duly attested, in which case the will being present was supposed to be known to the witnesses. Therefore good...

A will was upon several sheets, each to each of which the testator subscribed his name and at the foot of the last sheet the will was subscribed their names; it being one will at all the sheets being together it was held to be necessary that the witnesses should sign every sheet, the whole will being present.
Deeds

Another was a writing referring to a will, and was made for the same purpose of giving effect to that will, and without which it, the said will, would not have been as valid as the will itself.

Whereas there is a paper or codicil to a will, to which codicil there is not any, and the will therefore is not.

1. Dec. 4th
2. Apr. 5th
3. Nov. 10th
4. Feb. 20th

The question which has excited considerable interest, is whether any person could be a proper witness to a will who had a legacy.

Another is what when you come to prove the will, can those who had legacies, can be required thereby.

The heirs of a will who have been, can be required thereby.

The argument of a person to prove a will who has a legacy to him, would be to reveal money into his own pocket. Witnesses are considered as credible only with regard to the time of attestation, and not otherwise.

On the one hand, he has no interest, even if he had he can be Higgs of it. He cannot become a credible witness. On the other hand, he is more interested, and the
of attestation he could be charged from it. But
Lord Atkin says that it is credible or not at the
start of the attestation, and if it is not then he can
not be sued afterwards.

If the formalities have been observed he can
not be sued for the act of attestation, for if it is
contingent whether he would ever take under the will or
not, and in ordinary cases the interest to exclude a
person must be certain and not contingent, and the legatee
of the issue of attestation has certainly only a contingent
interest. Establish the fact the witness did not know of the
issue, the only ground on which interference
in this is possible.

If witnesses are good and the corporal
features of the testament, they are good testamentary
witnesses. The two principal grounds for disallowing
witnesses are improper or voluntary. Provided there
is no material interest in the will, and a direct
interest, or an altogether contingent and it is
will ever take under the will or not.

It is contended by the word credible

is meant to punish an evil character, was

it means to except those who were interested.

I conceive that the word credible was not
meant to describe particular, any particular per-
sons, but a word thrown over to mean that
a person in a good standing or who is of good
ing reputation.
Decease

If it had been the intention of the donor of the estate to exclude persons who might be interested, they certainly would have expressed it more clearly. Since such persons are admitted as witnesses in every other case, it strikes me that they mean only that they should not be witnesses. Can a person purge himself, if I am wrong in my first opinion that he was a good witness at the time of the attestation? I think that he can not become so by an ex post facto act, it was not before his death. If time will not make all other acts. But if he was a good instrumentary at the time of making the will, but afterwards by the death of the testator became interested, he can release his interest and become a good witness. If one of the witnesses had a legacy and two others had none, they have become disqualified and cannot serve as co-witness. The idea that he was competent at the time of attestation is correct, after time passed, the party succeeeded his hand writing as a substitute and wrote at the will of the testator.

The decisions in these cases was upon the ground that they were not good instrumentaries. The donor considers all the acts which occurred the time the instrument was which served the
Dear Mr. Secretary,

I am writing to address the issue of leases on property. It has been alleged that the leaseholders have been coerced into signing these documents. This has led to a controversy regarding the validity of these agreements. For instance, the leaseholders are claiming that they were not adequately informed of their rights.

The question is whether the leaseholders have a legal right to refuse to sign these documents. The case at hand involves several parties, including the local authorities, the property owners, and the leaseholders themselves.

The legal issue is whether the local authorities have the authority to impose these leases without the consent of the leaseholders. This is a matter of great concern, as it affects the rights of the leaseholders to control their property.

I believe that the leaseholders are entitled to refuse to sign these agreements unless they are adequately informed of their rights and the implications of the lease. It is my understanding that the leaseholders have the right to refuse to sign these agreements if they do not agree with the terms.

I am enclosing the relevant documents for your perusal. I hope this information is helpful in resolving this matter.

Yours sincerely,

[Your Name]
Deeds.

Real Property.

any other publication, than a compliance with the re-
gards of the state is required on principles. If any pub-
lication is necessary, it is not necessary as such.
Under the state laws, publication was requisite, the
writing without any such act was not considered
sufficient.

Whether the entire will be executed or not
at the time of attestation, is a question of fact
left to the jury.

I have observed, the manner in which
the execution began, or be construed, and how that
of any of the witnesses are to be proved. I have
said if the court, after notice of the case demands
so much in.

Lecture
July 10th, 1819.

It is said that if there be a will con-
mis personal or real property, that the will on ac-
count of some deficiencies cannot take effect as
is the real, yet it may as to the personal. And
this is manifestly affecting the intention of the
testator. Thus when a man devises his personal
estate to his eldest son, his real to the youngest.
The eldest will have both, the real and personal
Devises.

Once the testator appointed under the will, and deeds to him, it he will take his personal under the will. But I conceive that such deficiency in the will should be considered a revocation as to the personal, for it is evidently against the intention of the testator to construe it. A revocation of one is a revocation of the other. Revocation, is either express or implied.

With respect to implied revocations, our laws in the Bay remain the same as they were by the O. But as to express revocations, the States in the Bay have made great alterations, and in some states the statutes are adopted, but in others the O.L revocation remains.

This act requires certain solemnities to be used in a revocation, whereas the O.L does not require any. And a revocation has no effect unless it has the proper requisite. But before the statute a revocation might be made de jure.

In some of the States it is well required that the revocation should be in writing. In others they have no law about it. Before the statute all cases must be decided according as it appeared the testator acted animo revocando. And as under the statute a revocation without the animo revocando now is not good in many cases, whereas a man having made a record will attach the second instead of the first. The first was not held good. In the
Meals

To the court of chancery

5. The testator made a codicil, in which he said, 'I revoke all my wills.' This revocation may arise from any collateral act of the testator, which implies an intention to revoke.

It may also be revoked by making a new will, giving ground to presume that was his intention.

If there is a revocation by mere operation of law,

This implied revocation by some collateral act of the testator is inferred from a second will inconsistent with the former. But if it is inconsistent in any essential point, it is held to be a revocation of the first. This I think is straining the principle, I would suppose that it ought to be a revocation and not a test. It is however an established rule, a it is highly important to settle.

A codicil will not revoke a will any farther, than there are words express of a revocation.

There was a case in which it was found that a man had made two wills: the last inconsistent with the former, but some one had declared the latter. It was supposed that the latter was a different act.
difference could not be known that it should not be considered a revocation.

There is one case in which a second will suffers from a former will not render it void, where there is a false presumption of a fact in the making of the second.

This is a case of a man making a will upon the supposition that one of his children was dead, and said to it therein that he declared his son was dead, it was decided that the second will was not a revocation of the first in which the son, who was not in fact dead, had a legacy.

John I made a will in which among other things, he gave a legacy to a certain charitable institution, x afterwards said to a friend that his will could not stand as the said provision was in favor of a charitable institution, but it happened that this was one of those institutions excepted from the institution acts, and as in his second will be disposed of it otherwise, from his false supposition, the second was not a revocation of the first.

The point of maxim was to prevent men from giving their property to religious orders in England, but not in this country. They were necessary, and are therefore not regarded.
Revolving images

First, a person may have a record of a transaction in a file as an afterthought, such as a bill. Much will
have been missed. The second will reverse the first
and the third the record. In the ground of missing
the first will be reversed. For the first will
have been entered, he not knowing that the second
was a means of protection; a means of reversing
the second; it is apparent that protection to
reverse the first, the second might be otherwise.

Suppose the second will be utterly
cancelled or destroyed; it depends much upon
who did it. If the second himself, due to there
was no time of it the effects, and of another
person getting it, a question may arise whether
the first is reversed in whole by the cancelliy of the second.

Suppose the second will expressely
promises the first but the record is afterwards
destroyed, is the first void? If the had expressely
promises the first, the latter is not void, but it is void if the second
explicitly promises the first, that the 2 is after-
wards expressed the first will now be reversed.
It is not here the reason of the destruction. The
first will was cancelled, and a second made.
Afterwards the record was found cancelled, with
a duplicate of the first, but it should sound
whether the first was altered. It was
due to the alteration in this case.
Devise

Revocation by will.

The revocation of a will may be by writing that the will may be revoked. This is a wide field for agreement. Thus, if a bachelor marriage, made in his will after marriage, marriage, and has children, this in certain circumstances will be a revocation, for it will be supposed to have been his intention at some earlier time, but neglected to get it done. It is said that marriage alone without children, is not sufficient to make case be revocable, but that it is a mere fiction. The majority writers unrepresented in any cases extending it.

It is not the want of a child, but creates the revocation, but it is impossible to suppose that a man would be willing to die and leave his children destitute, and quit all his property more. But if he has made proper provision for his wife and children, it will not be a revocation. It must be left to the trial to determine whether, his shares of his disposition of his property, as in case has been that of a reasonable man. It appears to me that if a man now, 21st December 1827, by a woman providing a comfortable something for he staff, which became the union, which was in 1828. On marriage, that a devise of all her property made to the minor before marriage, should be treated notwithstanding the dicta of many writers - to wit, a mere conception for
Deed Registery

Rescission complete.

The Deed Recites proceedings of
presentation to executor. But in a case where a man had made a will and then married but had no children, but eight months after his death his wife had a child, this judge refused to have no rescission of the will.

A man makes a will and subsequently marries, and his estate and legacy are altered by his marriage, which must have undoubted relation his marriage, and all the authorities concur in holding such a will good notwithstanding.

But not in all other cases.

If a person make a devise and afterward marry, it is considered as rescission of his will, if the marriage be distinct and not revocation.

Bar. 255. There was an instance in which a man devise all his real estate to his sons and his personal to his daughters and afterward became insane, and the payment of his debts and his great expenses incurred in maintaining him destroyed most all his personal property, and the court held a rescission of his will.

Here were circumstances would undoubtedly have altered his intention, as he would not have left his daughters their destitute.
Devises

Another species of simple revocation, never, I believe, from an inability to devise, as for instance if a will is defective in the legal requisites, or that it came to be revoked by itself, or by a revocation of a previous one which had the legal requisites? It will not answer to devise, but will it answer to revoke, if it does the estate will descend to the heir at law according to the principles. The evidence that he prefers the second to the first devise is certain, but it is a matter of doubt whether he preferred the heir, heir at law. The land will descend to the heir at law. The land will not go to the second devisee because the will was deficient in legal requisites and it will appear the same to the same extent, because it was requisite to the intention to the devisee to make a new grant.

This rule applies also to all cases where the person to whom lands are devised cannot take the heir at law must take

There is such a thing as a revocation by declaration of the estate, and here the intention is not regarded. The law upon this subject is 5635-90, 5657-90, 5673-90, 5684-90 and 5692-90. It makes a will to quiet land to Q. If he sells it, but afterwards purchases it this will operate as a revocation.
A devisee's share in his wife's personal property is usually made provision for his wife's interest in the estate, and to the wife's life, remainder due to his will for life, the trust was answered the trustee would have no further estate in it. If not devised it would go to the heir at law, but there was held, to operate as a reversion, because thereupon no estate was vested in the devisee... 

If a man is seized of an estate in fee, which he cannot use, but in order to make valid to his devisee, he suffered a recovery in book a fee simple, but the court held the alteration to be a reversion, that he was in fact a void will at issue.

The following case is very extraordinary. A man seized of an estate in fee simple devised it, but having considerable reason to believe the nature of his estate, he consulted lawyers and to provide that if it was an estate real the devisee might be saved to suffer a recovery, but in Wills and that it was not for a fee simple, but the court held, to be an alteration sufficient to revoke. The court next considered of the devisee. He of the devisee never consider such alterations to be good revocations, but would affect the revocation in pro tanto...
This old device a letter after years to redeem, as may afterwards mortgage it for 20 years. It is a redemption at any time during his life, as may be desired after his death. It is a redemption if the tenant in 20 years, or if the will not consent, this an alteration a re-demption.

Of alterations not by the testator.

If a man must not only have been raised to have a right of recovery but must die in his will to do so. So that if a stranger succeeds him, he dies the devisee cannot take.

But where a devise for his estate to be a sum to others, now is being the eldest, divided his father did him out till death. The old interdicted and laid him under a penalty to recover the land, as if it had descended to him.

The question about a will being re-called, whether it be in his power, if it has been left that he cannot discover what where the contents can be done. If the will is absolutely done, the devisee cannot take it, but if it can be put together, it depends upon what it was, the tenant did it to revoke it well and

But if by accident it is good, this rule is laid down in some reports notwithstanding all that has been said.

An alteration must operate as something more than an abridgment of a will to revoke.
Devises
otherwise it will take effect as a trust. That is that
there must be a total revocation. But as a point of
inconsistency with some of the cases before
mentioned, I think that this would be a sufficient
basis for an abridgment will operate only as a revocation
pro tanto.

Express Revocations

Our law in this country is similar to that
on this subject.

Express proof may always be admitted of
the facts from which implied revocations may
be made. No device shall be used, unless, by a
subsequent writing,
or
must be revoked by some other writing
signed by him in the presence of three or more
witnesses.

It may be revoked then by a second will
or a trust as in implied revocations, if it
can come with the former, or there be no clause
containing an express revocation. If the will is
made as a revocation, should be by word of
mouth or by writing unless it be to a good
desiring will, or express will executed revoca-
tion, written and attested. But if a will is not
for dispose will it is not a revocation of itself.
In a residuary will the testator must
sign in the presence of the witnesses, or in a good
desirous will the residuary must be seen to
With respect to the leasing, burning or cancellary of a will.

If the second will is not a good design, my will will operate as a revocation, or must have an express clause of revocation, unless it be inconsistent with the former. If not inconsistent with the former, it will operate as an implied revocation of God.

A branch of the will relating to the Lecture on free will elaborating the same as above. From the C.E. in part the testament had done neither at the latter of the will.

The smallest taint of the will is void to be sufficient, and so it is best to depend upon the Cursory pre sense if it is done. If the will was born born cancellary or elaborated with an intention to destroy it, it is revoked. But if either of these acts are done in accident, or under a false supposition, if the parties were in called from it, it would be an equation to destruction of a will which he supposed was executed, but a person told him that the will was not duly executed, before he died, he did not execute it, the person was held to have effect.

There a case where a new commencement making declaring a will the stage, or the will, must not be commence.
But it is no matter how right or wrong the destruction, if done with the intent to destroy, it will operate as a revocation.

Where a man with an intent to destroy his will threw it on the fire, and it was burned, he had, truly, done. I also have no doubt but that he meant to do away with the whole of his estate, so he said. But he was deceived, for he made another will, and annulling a will and making another to undo the wrong he never did, the will was held to be valid, afterwards.

A testament has made some alterations in his will, which the old held most inconsistent with the rest of it, as altering 40s to 40s. 10s, 10s, and 3s. 6d. to 3s. 6d. And the difficulty was, that the three witnesses could not make it to the will as it then stood, every one will say that it is right to establish such a will as was done by the old.

A revocation.

A revocation of the will shall make the same if the will is done in this manner: it will revoke it. And I have no doubt but that it would be the same if the revocation were expressly said. I have seen no reason to the contrary. It will doubtless have some attitude. And even if much a revocation and property cannot pass without the...
Thus if a man after having made his will acquires more real property, without a re-publication of the former or a new will be will
be intestate as to that land acquired and as per as to personal property. But since a new
executor must be duly executed.

A household estate will not pass under a devise made before the acquisition of it. Now in Chy. 493.
This re-publication operates so that the will
takes effect as if it were made at the time of the re-publication.

Before the start of persons, if personages
any words that were written about re-publiced
before the commencement of the will, would
exist as a re-publication.

The content clause reserving the

— to be in writing made upon the ground

that the re-publication was the same as a
new will.

A re-publication, then, to be good, must be
in writing, and attested according to the

But there are number of cases in which
good a reversion of property have arisen, where
the execution of a codicil will operate as a
re-publication of a will, the codicil being duly
attested.
It is a rule laid down, that a codicil duly executed will operate as a republication of the will, if there was a clause expressing such intention.

Whether a codicil properly executed within such clause will republish a will? Ed. Harwood said that such a codicil would operate as a republication, because the person making the will must have had the mind of his will in his mind, the will was conter edicated in the codicil.

Whether it would make any difference whether the codicil related to real or personal property? The codicil being executed according to the strict law, if it was decided to be a republication.

Will a codicil executed according to the strict law now executed to the will operate as a republication. What difference can I make as to principle? Because that it makes no difference who, so there are some cases to the contrary. I take the rule now to be that if a codicil is made executed according to the strict law, whether relating to real or personal property, or, whether or not, will operate as a republication.
Real Property

Conclusion

The court does not give the will any
new qualification, if a will has been republished
but proves defective, it will not make it
good, as the republication only republishes it as
it was.

If a minor makes a will, but after
coming to age republishes it, it will be a new
will.

With regard to the amendment of partial in-
dorse, it is explained there is no great difference
between it, in this respect.

It may be said, likewise, as a general
rule that the partial endorsement of the testator
of which he repudiated, at the time of making
the will are considered to escape diminution
or alienation in any manner whatever.

The word 'will' refers to declarations made by the
testator at the time of making the will, and
the conduct of the testator shows he meant
to dispose of his property at the time he
would make his will, if his declarations
were made in 1807, he had disposed of
all the real estate, then testimony will be admitted
and explain the will.

This rule applies equally to deeds,
and gives partial lessure to deeds, as admissions
of a contract, where the law
requires those terms to be in writing.
Devises

put facts which there can be no doubt
of matters may be admitted as proof.

I made a deed to BK and always kept
possession of it for 20 years. The paper
written at first, he received, I believe,
but never took up the note book, was not
left to BK who appears content with it. If
there can be no doubt, and this is a mortgage.

The circumstance was that BK came to BK saying
that there was such a piece of land which the writer
left to BK which he did pay for by 10 dollars.

Whenever parole testimony is admitted
it must stand well with the will at least
not in the least degree contradicted it.

I will never make a will which will go
to the four children of her sister, but her sister
had it. It happened that she had two by a
very rich husband, a son by a very poor one,
and both parents said the had after made
the will of that which the son was to have,
that she meant to provide for more four.

In another part of the will she made a
disposition to the children of her sister and
it could not be construed to mean the
four children, without contradicting the will
as much it was construed as to mean the
four and all of them.

If anything was from some other collateral
extent it the will parole testimony
may be admitted to explain it.
Real Property

Deeds

Both are kinds of ambiguity. If they are the same, the face of the will the general rule is that proof of the former is admitted to explain it. The former is called an intendment of ambiguity, and the latter an implied and a patent ambiguity.

A man by his will gave his house to a charity school as stock. There is no ambiguity. If, however, the will, but as he had always given it a deed, so another one side, is said to be made to decide which was meant.

We cannot quibble about a person who was July 22. mentioned. A man made a devise to his children, to whom so to the pen, so much as I do much so to the last child a great favorite was not mentioned. The question was whether oral testimony could be admitted to prove that he had a child.

The court decided that it was not, that it was a legacy to the youngest child. It appears from the face of the will that he meant to provide for all his children. This is no violation of the rule.

The rule is that where the ambiguity is latent, the intention may be proved by oral testimony or extraneous circumstances, but where the ambiguity is patent, the rule fails.
Devises

Adoption of form testator.

If the ambiguity arises from the face of the deed, the testator may be held by parol testimony to explain it, but not when the ambiguity arises from a mistake.

There are cases where ambiguity has arisen from false description in which parol testimony has been admitted to explain. If the devisee has been erroneously named, but the description points back out of the deed, it is sufficient. Where a testator called a favorite niece by a wrong name, in his will, parol testimony was admitted to prove that he had always called her by that name, or that other name, but none of that name.

The devisee forgot the name of the devisee who his own child, but called her child, but in order to be sure, said now in the presence of the Duke of York, he had a son, a merchant, but his name was not Williams.

The case was adjusted to take under the will.

But a devisee to his father will not admit of parol testimony to explain.

Of a will lately in London, in which the words 'my own' were inserted. In being usual in law language to use them for either son or daughter, parol testimony was admitted to explain to what child. The whole was too intended to be given.
The circumstances of a man's family will often make a will have a different significance from what it would otherwise have. Here proof testimony will be admitted to prove the state of the family, to thus explain the intention. So where there is a devise to a testator's children, if he had children, that would not be one of purchase, but if he had none it would create in him an estate tail, here proof testimony will be admitted to prove whether he had children or not, to thus to sustain the intention of the devisee.

I gave all his real estate to D if an
condition of the future and certain legacies, my
amounting to three thousand dollars, the question
is did he mean to give him his real estate
in fee or for life, but it says his personal
estate will not satisfy his debts, now I am
not sure if it is an estate for life, I
maimed tomorrow it will then be a great loss to me. There can be no doubt but that the
testator meant to give him a fee.

Proof testimony will be admitted to
prove the circumstances of a man's purpose
in some the testator's intention. It does not
follow that the joint and obvious meaning
of the words should be adhered to, when facts
make an essential difference.
Devises.

The words were not intended to mean that the devisees were to have the land in fee simple but to convey to their successors a certain interest in the land. The devisees were to have the use of the land during their lives and then it was to pass to the next generation. The devisees were not to have the land in fee simple but to have it as a life estate.

Thus, I gave the devisees the use of the land during my lifetime and then it was to pass to the next generation. The devisees were not to have the land in fee simple but to have it as a life estate.

I devised a will in which I appointed my heirs as my executors. It was written that the estate was to be divided among my heirs. The devisees were to have the use of the land during their lives and then it was to pass to the next generation. The devisees were not to have the land in fee simple but to have it as a life estate.

Real Property

Adopted into a Brochure.
Real Estates

Real Estates

Of a man devises her real estate for the payment of debts, it may be considered that he did not intend that he meant to cover his personal property. It is not the legal construction, but a parole testimony cannot be admitted to prove that he have been his intention.

There is no doubt but that, where legacies are directed to be paid, and are paid, that the residue remains to the executors or no legacy has been given to them. Now facts were the estate, and did show that that was not the intention of the donor that he should have the remainder, because it would not stand well with the will.

Parol proof is sometimes said to be an our doctrine of implication of law.

A grant of a estate to in force contracts that are implied in equity, but which are by law open nothing of.

The principles of construction in a lot of is different from that in a lot of law, however unwilling lawyers may be to allow it.

His a real estate in devise of his estate is devised. If to sell to pay his debts, he does sell it in a lot of law, he will not to his creditors, then a lot of law will not touch, but if it will consider him as a trustee a compelled him to pay the money to him. So when.
Real Property

F. W. Dodge

Adm.'s of Fred. Dodge.

The estate would have descended. But parol testimony will be admitted to prove that it was the wish of the testator that certain real estate be held in a residuary trust.

Where there is an equitable or legal construction, parol testimony may be admitted to rebut the equitable real estate theory.

Such a trust on the executor is called a residuary trust.

The rule of law is that where a man dies having made an executor to pay his debts, leguees if any, there is no residuary interest to take the residuum, the executor should have it. But if it is the will that the residuum is a legacy to the executor, then he shall receive the residuum, because there the testator has reassigned it to him, and the law that cases that interest of the residuum he would have appointed him residuary legatee. Now his equity may be rebutted, by admitting parol proof that the testator never meant that he should have the residuum; he would have appointed him residuary legatee. Now his equity may be rebutted, by admitting parol proof that the testator never meant that he should have the residuum, without the legacy.

Again it is a rule in Eq. that when a man mortgages his estate, and dies, that the heir of the mortgagee man redeem, but even this is rebuttable. No parol testimony will be admitted for that purpose, to prove that
Real Property.  

Admissibility of Parol Evidence.  

It is not meant that his heirs should recover.  

It is a rule in equity that under the 
debt, as are placed under the personal goods.  

That if there be any residue that the debt of 
the mortgage may be upon the execution 
for that money upon the principle that 
the personal fund having been increased by 
the mortgage, that the heirs may come 
upon it to redeem the mortgage. But parol 
testimony will be admitted to prove, that 
it was not the intention of the testator 
that the heir should have the aid of the 
personal fund to redeem the mortgage.  

The rule is then that, where a 
personal claim in equity, which were not 
proved in a suit at law, unless something to rebut 
it be admitted, parol testimony will be admitted 
and to rebut such equitable claim.  

There are some cases in the books in 
which parol testimony has been admitted 
when there was no occasion for it.  

Parol parol proof may be admitted 
to prove that a devise in a will, may be 
set aside, or in performance of some promise previously made. Parol testimony may be allowed 
to prove that the testament so made by it.
... parole testimony will be admitted in cases of fraud.

1. Parol averment of the testator's will at the time of making the will, will not be admitted to oppose the will.

2. When there appears an ambiguity on the face of the will, not arising from an equivocal word but from the construction of different sentences, parole testimony will not be admitted to explain it.

3. If the ambiguity arises from the will as in cases of the devisees of the same name, parole proof is inadmissible to point out the will.

4. Where there is an ambiguity respecting the devisee as if the devisee is sufficiently described but called by a wrong name, parole testimony will be admitted to point out the word.

5. Where an equivocal word or name is used relating to a person parole averment will be admitted.

6. Where a word is used which may mean either a word of the purchase or mortgage parole testimony will be admitted to explain and how it was meant. Where words are used most definitive of the nature of the estate which the devisee, parole testimony may be admitted to prove what he intended.

7. The words, according to their technical meaning, may render the estate...
judicature, parol evidence of the state of the property to give the will, the meaning of testament will be admitted.

5. Parol evidence of the declaration of the will will be admitted to rebut an equity.

6. Parol testimony will never be admitted to rebut the legal construction.

7. Parol testimony is never admissible unless it stands well with the will.

8. Parol testimony may be admitted to show that the devise was intended as a subsistence of some previous promise or agreement.

A man by his will may empower a person to dispose of his property, for a variety of things. The person thus employed is called the trustee, and he may

The power by will or deed.

There is a distinction where there is a mere naked authority to dispose, and an authority clothed with an interest. In the first case, the estate descends to the heir until disposed of by the executor. A naked power authority is conferred by the words that

The executors shall do.

As to the trustee, they must act on interest, it is certainly possible. If a devise is to executors to sell, they have another.

If that the executors shall sell, they have one.
... and authority. The authority thus given to a trustee is similar to the of attorneys, and governed by the same rules. They do not act as executors nor as appointees. But if there are only two appointed to one then the other has more say, but if there are three they are appointed to one then the other cannot sell. The discretion shall rest.

It is a principle that the person who undertakes to sell property is competent to do so, and if the referee of it could approve. The person appointed to sell must be independent and free from appointment. If the referee appoints it well that the government shall not.

Where an estate was given to execute in manner wherein the one had no interest so well as authority.

Where previously some person of interest...
(Handwritten text not legible)
And in those states where the will is not
accepted it is most necessary to add the third per-
son.

These estates have been solely under the pur-
seal of the will. And they are a noble system of
precedence of the greatest ability, and the mi-
nor interests formerly experienced are avoided.

Cases in which a devise may become
inoperative:

1. by revocation.

2. if the will may become inoperative by un-
certainty, it is not here that part of testimony
can be dismissed. Thus an estate was given to
the "right heirs of my name and posterity," but
what the estate was as to the heirs of posterity,
there is no way to determine what
the word should take.

Also, "I give all my freehold
estates to my wife for 5 years, but if any of
them should be sold or freehold then to the
what he meant by becoming and of freehold.
Also a devise to "the poorest man
who is void for uncertainty.

So a will may become inoperative by
uncertainty, without the will. As a devise
of two or more to one person, when there are
two of the same name. Parol testimony would
be admitted, however if it could be obtained.
Real Property

Devises.

If it is opposed to the policy of law or if the devisee has attempted to create an estate not known in the law, the devisee as to that part will be inoperative. As a devise to A his heirs forever, I add a condition that it shall not become

Here a question has arisen whether that estate shall be wholly void. Those who say that it is wise that the intention of the testator must be followed, and he cannot take according to his intention, but the most liberal and settled construction that the devise shall take a fee simple, or that would be more conformable to the intention of the testator than that he should take nothing, must here the will as impracticable as to the whole intention.

Thus also a devise to A his heirs male and female, here the question arises what estate he shall take, since the devisee takes altogether is contrary to law. It best compomi

ie in operation with the intention of the testator that he should take a fee simple. The some decisions have been that he takes and for life, or others that he takes a fee tail.

It was decided in case that it was a fee tail, reserving, the words of the will which was its grant, under
(Devises:)

rose. It is now become the law of Eng that you may such an estate fail to a fee simple, an
destitute of subsequent esquires going jointly

A devise.

4th. Another point upon which a will be
comes inappropriate in which there is a devise to
me to whom the property would have descended
by law. This is a very important point, since
the who take by devise, is exempted from many
incumbrances which the heir at law is subjected.

But I do not know but that certain states are
alleged in a similar manner.

The principle that such is necessary
as the same as a consequence is an
as itself enforces and always was, the table
as be devised by different. And apart was al-
ways unyielded, and different regides none but

9th. Another very important case in which
a will becomes inappropriate, and whenever the
setter has set for his life time, what he
has devised to be done, the devise as to that
thing becomes inappropriate. As where I then,
ich devised $500 to his eldest son to build

house a here, but receiving a his son increa-
ring the $500 but f 1,000 or more to build

This house, it was decided that, the devise
giving him the f 1,000 was inappropriate.
Another case in which a devise becomes irrevocable is where the devisee makes a disposition of the property, as dower or dower in gross for the payment of debts, or if he marries a wife. If, after a man devises his estate, what shall be taken, since he has declared it, here a reimbursement must be made by the whole estate, and the devisee, since it must appear that the estate is to take a part of each.

When persons are incapable of receiving, before the birth of Christ it was understood that only those who were capable of receiving personal property at the birth of Christ may have some difference at his minor reach; and by what could devise personal property.

With respect to this direction of making will, this is always a question of fact; if it be left to the judge to determine. So if the testator were too old to relax his mind or faculties sufficient to make his will, or if insane or otherwise incapable.

If it be asked who can devise, the answer is, a man of sound disposing mind, this is a question which the judge must decide upon the case case in which it is obtained.
On one case a man was perfectly crazy upon every other subject of conversation, but that of his property, upon which he was always rational, had many years before made up his mind to dispose of it. He died, and his will was probated.

The will was also in favor of the heir of the estate, as in government, under the influence of terror, over-importuned on his sick bed, and evidently, makes it to get rid of such importunity, and makes a will according to their desire, in ordinary cases of this kind. He will usually be held to void, but if he afterwards recovers, the will will be held to good.

There is another character about which agrees question whether she can devise. The English law says that no married woman can devise, or give, any of the estate, the only exception, being where it is not, if it is still a question whether the wife can devise. Now the real property of the wife remains in her, and does not belong to the husband. The only difference he has is that of a husband. The question is whether she can devise the real property, if she does not enjoy the rights, which she can never do. But she cannot defect her right of husband, nor do hers of dower.
Real Property

There is a clause in the title phrase of the
persons incapable as that it would remain
to be determined who are incapable of the
There is no argument that in those cases
in which the estate has been disposed with the
exception of the clause relating to married
women, that they meant they should devise
But if the estate under the denomination of
those incapable it makes no add it if they
were capable, it then makes no difference.
The object of the 1st clause was to
and property as a necessity, as personal, or
that all persons who were really incapable
or devise personal, were able to devise real.
of them were not it’s intended it means nothing.
So that the whole question turns upon
This point could a married woman devise
personal property before the estate.
In respect to this subject the objections that
have arisen are as follows,
probably

If all the notions of devise were taken
from the Romans as they had a law giving that
power to married women, it is therefore probable
that before the estate was devised
in. There are one or two cases are good
But the wife did devise before the
death of Henry 8th
Deeds.

Real Property.

All the personal property of a woman belongs to her husband. The case in Bracton (II, 23) shows that married women cannot generally devise real property, but there are cases in which married women did devise, but it was by the consent of the husband, but in all those cases it was never devised her husband's property. The question then arises whether if she devised property of her own she could devise. There are cases in which she could, and in

Her paraphernalia were always considered as her own as much as the house of the husband belonged to her.

It was also customary for the husband to endow the wife with 'personal property' which gave her absolute power over it. She could devise it without his consent, two of the greatest lawyers of the age asserted that she could devise all property, although the house distinct from her husband. This point as far as it appears to be established that the wife could devise her own personal property, if it does not.

Again, a married woman was allowed to make a will of part of her property, so if he died before her son, she...
Real Property

had a part of his personal property, called a matrimonial part, a woman during coverture devised her matrimonial property, after her husband died before her. The Ct held the devise good.

Since the start the same question came before the Ct, a woman during coverture devised her real property, and her husband died before her. It was held no illegal at its inception. But it was held otherwise with regard to personal property.

Since the start of wills which for husband married woman devised real property, it has become usual for married woman to hold property, real and separate distinct from her husband, and it is now beyond a doubt that she may devise it. But it is said that this is done in Ch, true but Ch cannot act in direct opposition to law. And if it were transferred to Ch of law, it would be the same.

There is a case in which a woman devised a great real estate personal estate to her daughter to her sole and separate use, the Ct held that the personal devise but the real may not. Now I have read., Then the Ct held the estate must be to the Ct as
Deeds

Real Property

the consensual.

Married women, as her husband enters into an article of separation, in which it was agreed that he gave up all his right to her and estate. She conveyed her

and property during her life, if the question was whether the grantor or her husband should take it. The ET held that the husband had given up all his usufructuary interest, therefore the grantee should take as there remained nothing to pass to her disposal at all

Upon these principles a married woman who is executed with an interest may devise that interest, because the principle that the husband has no interest in the estate.

It is always said as an objection that the husband and wife are two one person. This would go equally to prove that the husband could not devise. Blackstone says that she is not if were merged in her husband, she could therefore do so as such, but it is far otherwise. As in many cases she can act distinct from her husband, as she may be an absentee, when he is not.
Both these reasons are true.

By a woman conveying her property by gift or recovery, it is certainly good unless the defect is to be, as all the authorities here.

Another reason is that a married woman has no will. This is stated if they have no will they can commit no offence, but married women have generally as much will as other women. The maxim would not be inferred upon. They only serve as

The great reason is that, not that the husband has power over her, but that it would be best for her, that other will should not derive since she will never be made by the coercion of the husband, therefore she would often desire according to her inclination. But this proves too much since the same objection which will hold against all consequences. Curse odds may be equally effect of coercion.

But say they it this doctrine is just. That a married woman can devise her property. What is the reason that she cannot convey her real property as to mitigate in moral right, as well.
Devises.

The court cannot make a conveyance of real property to commence in future. This is an unenforceable contract. The husband must then join to convey his moiety. Neither can the convey his remainder, his another moiety arise, as remainder can be created with same time, and a particular estate created with the

A case was decided in 1861, Mt. Meade v. Carter, device of a married woman was good, but on appeal to the superior Ct. It was reversed. A case of the Ct. of Probate affirmed, that a married woman could devise in the first decision of the Ct. of Probate, there were six factors in favor of 5 against, but the opinion is charged to justify this in a short time. There was only one dissenting vote. It is now fully settled here by two recent decisions. A good

Verse.

Verse.

Verse.

Verse.
President

Almost any person may be a devisee, and in some states it is left to the discretion of the devisee. It is not necessary that the devisee should have an estate of his own, or even a child, to make the devise. The devisee is not compelled to take under the devise, but may give it a, so it is a grant to real property or real or devisee, unless in the devisee, but general must give up to the estate is to be made the same in his, the heir or less than the devisee under the devisee, but it is a trust, as it concerns the devisee, may by the devisee.

Counterpart is no disregard of a devise, but she may lose the devise, in the devisee, by the devisee, by the devisee, and not be because his devise is made from his will, without consideration. But if an estate is devised to the devisee, in the devisee, it is not after his death, so any of his own estate, others have no interest in it, whether a husband, it was once a question could devise to his wife. But it is now settled that he can, if the court grants that they are not. The devisee, he could not devise at the instance of the devisee, it was deviary to himself. There is nothing in the nature of the devise, that should render him gain a devise to her, it is common for him to come to her, but the he does not directly get title.
Deeds, in equivalent giving the deed to another person, by his use and the use gives the legal title, the giving the deed to the third person is a mere fiction. It is only the use which is the real use. This method of conveyance is only to preserve the property entire. The presumption of law is that he is a joint sole and the factual conveyance is meant to give an estate to a married woman.

Thus, it is said cannot be arrived at, but this is incorrect since the grantor to an alien loses his title to the estate and liable to forfeiture upon office found, yet he may take the legal title paper from the grantee. But the grantor cannot eject him. He is not entitled to do anything, being an act of ejectment, and if he does he will be condemned.

Legitimate children can be deemed, but they cannot under certain difficulties arise from a certain master, which it is able to observe so that he is put in mind, you are you may just as well conclude from the master that he ever never born. But the respect of settlements upon bastardy by a course of adjudication has been altered.

The can take only where they have acquired a home by reputation and not under the description of sons.
Support a man gives an estate to his eldest son legitimate or illegitimate, make the eldest son if illegitimate could not take not having been designated by a name acquired by reputation. Most if he had called him Thomas it would be otherwise. But this manner of his will not exclude the three children or sons.

Suppose a man had three illegitimate children, and devised to his three children. This was, a good devise to them at the time of making the will he had those three illegitimate children, but at the death he had seven children. Those words three children were not sufficient to give the three first children the estate. Any words amounting to a good description of an illegitimate child would be sufficient. 2d quire. But in the above case a general devise to his children, the leg would have excluded the illegitimate.

As to uncertainty, who is to take, it is no objection, since provided something must happen to render it certain. As a devise to 'one of his daughters who shall perform act ... ned so. There has been a great deal of error.
Deed Property

Demise.

It was said that a devise to a child when it should be born was good, as it resembled a contingent remainder, the particular estate not being necessary to a devise. But if the devise were to the child, when it was held for years because said by it was the intention of the testator that it should not immediately, but the child be not therefore a devisee, the devise is void. But there is not a simple case, there cannot be one in which the intention of the testator that it should rest when the infant was born, the devisee, now always just such a construction upon the will, in that the testator meant the estate to vest when the infant shall be born. So that all the learning is also use except to gratify curiosity.

A devise to good if the devisee is sufficiently described, without mentioning his name. As a devise to the sheriff, the parish of the place.

Where a man devises to his relatives what is to be done, the devise of law shall be

stated. [A word to the meaning in the state of distribution] The subject of description is not important. It is must treated here, any word of description will
Executory

In the technical meaning, it is possible but may be regarded as a word of purchase, not in absolute necessity to conclude that it was so used.

Thus a man having two daughters and a nephew, desired to devise to them to his heir male. The question was whether he could take not being heir, while his daughter lived. The decision determined the word heir to be used in that case as a word of purchase. (Rev. 200)

The rule there adopted seems to be

That the word heir is to be treated as a word of limitation, unless attended with circumstances, which will give it no meaning, unless taken as a word of purchase.

Executory

To understand what it is that constitutes an Executive devise, we must consider what it is in and of itself; Technical words are not essential to a devise, if the testator's intention be shown; and is not contrary to law. But executive devise seem a departure from the rule since these estates are contrary to law, as being an estate to commence in future without a particular estate to support it.

But whenever a limitation in a devise can be taken as a containing remainder it
Debtor.

Real Property

Executor.

will be still, when there is no act or execution drawn.

So that, whatever estate given to a devisee, would be good if a deed or not considered an execution, would. Therefore, no conveyance is, will that would be good by deed or execution, and every conveyance is a will that would not.

be good in deed is an execution devisee.

The best idea of execution devisee is to be arrived at from a comparison of them with remains.

In a remainder the intention of the grantor must prevail in technical rules. But in execution devisee, the intention of the testator is the governing principle. A remainder must as the very day it was intended be a particular estate. And in this case the whole estate passes to a descendant of the particular estate in remainder, and the latter being void with the fee. Thus a vested remainder cannot be created. But where the estate is to vest upon some contingent event, so that it may or may not vest, it is a contingent remainder. And this contingent remainder can never be limited upon any estate but then one for life. It is necessary that there should be a freehold created, which can estate in years of years. But it is otherwise in a will for the fulfillment of the testator.

Another reason is that in a deed a fee simple cannot be limited upon a fee, and it

may in a will, but it cannot in a deed.
Real Property

Escheat

An escheat device is a device created by a will. If it is an escheat device, as such the limitation is good.

Thees are devices whereby one may create a lease or a lease for years, a life estate, or an estate greater than a estate for years. The escheat device is free from the rule, but it does not hold in wills, for these such a remainder can be limited. The three cases of escheat devices are:

1. A remainder may be given to commence in a fee
2. A fee can be thus limited after a fee, so a remainder
3. A life estate in a lease for years.

A remainder is an estate limited to take effect after the determination of a preceding estate. It is a present estate, to commence in fee simple or in possession. And it must be created by a statute or by the particular estate. When an estate is greater than an estate for years, every of such is nice.

A remainder may be limited to take effect upon an uncertain event, as well as a Statute. The particular estate is restored the remainder is destroyed. So that in a contingent remainder in man for life, upon certain events the remainder, which is the cause of the introduction of trusts to support contingent remainders.

An escheat device is an estate created by will to be escheat at some future period and must be such an estate as common law
Devised

Real Property

By curtesy

under the description of a remainder, or it will be considered as such. It does not require a particular estate to support.

In an executory devise a fee may be void to take place upon another fee upon some contingency. But in both these cases the court can be such as will happen in a reasonable time, or perpetuities would be created.

The length of time that was first determined was during a life or lives in being. But it is now extended to a life instead of a whole, or to the eldest son of 15, but if he had no son, that makes no alteration in the event remains in the grant to settl and take place, but perhaps he dies before the birth of such son, and say that he died the day before he was born, by the old rule the estate would have lapsed, but it never in the case held good to the ten. In another case afterwards, the estate was given to the eldest son of 18 when he arrived at 21 years, then as he might not be born till after his father's death, the General decided that such a limitation might be for a life in being or 21 years afterwards. Afterwards it was extended to life in being, 21 years, and a fraction of a year.

The third case is that a remainder may
be created after a life estate of a term for years by way of executory devise. But such a limitation must be written in the will respecting time for it to take effect. All these remember ever must be at the time of the death of the first devisee so the contingency must be such as must happen during his life.

The status of both pure executory devises and contingent rememberers upon the same footing declares that all kinds of estates, quitclaim will to any person in estate, or to the descendants of any person in estate.

There is a great question whether, if an estate is given to a person, it is the same with that given to any person but a lawyer. It would be apparent that if it meant if he should die leaving no issue at the time of his death, but lawyers say that dying without issue means a failure of issue at any future time however for descent, so that such a limitation would be void. The point is as yet unsettled. I have compared all the authorities upon the subject and once argued a case, in which it was

principle had been observed in case I should have argued my case, but common sense ruled so I lost it.


Prises:

If death in 1836, the devise and a good remainder to the eldest son of B. This is a good devise. At the next heir.

At J. 890 a year.

Signed.

J. C. 1826.

Sister 378.
Of the word heirs.

The different cases upon this construction of

that word are unanswerable.

The dispute is upon the rule in thing

we, vid, of an estate is never to a person

for life, but in the same document, and is given

to the heirs of one part deed, that it gives a
gée to the possession. The estate for life, howev-

er, stands one more or an intermediate estate, inter-

necy between the estate limited for life & the

annuity to the heirs. As if an estate is granted

gée for life remainder to his heirs, this gives an

gée simple. It may also be an estate half

39. Thus created. There is no dispute as to the validity

of the above case. That an estate gée simple is

created, all agree that it is correct.

But a great body of lawyers say that

of there are other words demonstrating the di-

vide to give the bezant device an estate for

die only, it shall give only an estate for life

while others contend that it is nevertheless an

estate in gée. This is the great dispute.

One party says that no intention can

be supported in opposition to the technical mean-

ing of the word heirs, while the other contends

that the interest must given in spite of

the word heirs. Whereas those who assert that

to upon the technical in part of the word heirs

tell almost, that it may be used in a form

of purchase.
Of the word life.

created an estate for life in the ancestor & cestui que
voude, tail in the heir male, such being the inten
tion of the testator.

Another limitation contained the words: "...no injurious
use..." in the life estate, giving no
the life estate, that such words would not have been inten
tened if the testator had meant an estate
tail. And so supported the intention.

Another life estate was created by the words: "...for the
life only..." The use here supported the
intention. The word "non alter..." had the same
effect.

There was a devise to trustees for the use
of it for the term of the natural life of the
underwords containing the words: "...devise..."
renders to the heir
heirs male of the body of the said B, we
may know these words: trustees. Nothing can be
be clear than the intention was to create
an estate for life in B, by the words: "...in trust..."
"...giving it to another person..."
"...in favor of the heirs of B should be de
termined before his death.

For instance: said such an estate was
formable to law, to Mansfield, to Dust-
wick..." & Sir Joseph Gheatl in the case of
Watson, Wickliffe. The case of Verree & Blake was
changed into Me v. El., a State was the subject of
1st. Greene & Baron Smith.
were included. But it is said that if the words heirs designate the real heirs, it is they must take by descent; but where used to designate particular persons, they take by purchase.

Heirs as heirs must always take by descent. If a tenant can be used in this sense, so explanatory words are annexed to it, it is absurd that those explanatory words are to be yielded up. A tenant is to be the heir of the tenant, the tenant's heir, and an estate in tail, how is this reconcilable with another case, there only difference being that it was an heir male to the tenant's heir male, and the tenant's heir male to the same time in tail.

The words first must be here understood. They may be received of brother's care. But it is said that in brother's case the words for life are used, but that makes no difference. They are cases from redundant circumstances, as they are the same. The decisions are opposed one to another.

The when an estate is devised to go for life, the heir for life is a fee simple, and if such an estate has been covenanted to be settled upon a life for use, it would be otherwise, the chances would meet an estate for life to go, so I remember in this case.
Sir, I sought to the case of another case decided that the devisee held an estate for life to the rents, and the rents were to be used to designate the lands. The appellate court, in its decision, held that the devisees, not the particular persons, held the lands. The court then proceeded to consider the case as far as related to the renting of the lands. In the decree, the court confirmed the judgment of the Lord Cherokee.

In this case, the Chancellor must have determined that the word devisee is to be used as designating persons in the distribution of the purchased lands, or have been known to have done them so, as if they were not devisees. In this case, the Chancellor, therefore, must have decided the case.

The case of Buchanan v. Dunson is not approved by the court, as several judges have observed that they would have determined it otherwise.

Those judges expressed their opinion that where technical words alone are used, the will cannot be ascertained, but where their technical meaning is altered by other explanatory of different words, much better shall be favored. But the doctrine in the case of Dunson's Case is bad, when the word devisee is used as a common denominator, no other words can give it
a different construction.

The ancient lawyers of the common law differed
upon this point, and the last decision is in favor
of technical. But it seems to the stranger, when
the same words are used for a settlement,
operate as words of purchase, to be always given
a technical construction, not unexceptioned with any other
mean, more fully explained or rejected to con-
vey an estate for life, with remainder to the
heirs. Why should we suppose them used in dif-
ferent cases in these cases, why of the sam-
evian was in both cases, why should a dif-
ferent construction be imposed upon them?

Of the construction of the word "then" when
applied to a personal chattel.

Personal estate is not inheritable. Words
are used in the disposal of personal property, which
would create an estate, if applied to real, the
interest becomes absolute in the first later.

But it is now established that a life es-
te can be created for in a personal chat-
tel. Why then if a personal estate be given
to a life remainder to his heirs, could not
I have any an estate for life, with the
remainder to his heirs? For the whole inten-
tion of the estate cannot be carried into
execution. That is, that it should go to the
heirs or after his life in perpetuity, and
it would be to carry this in that of the
The estate into execution as far as possible, which could be best done by giving the first tenant an estate for life, remainder absolute to his heirs.

There is no intent, for that an estate to be the heir of a person living, if he does not die before the testator, the devise expires. Part of the estate be given to the heir of A now living, the words will operate as words of purchase, to the heir apparent.

It is said to some that if the word estate succeeds for words of locality it will create an estate for life only, to A. All my estate in B. But it is said to merely a description of the property at B, but I conceive that it would now be decided as a gift of a fee, the latter authorized being in this effect.

All my effects not to be real or personal, but only a fee, I am worth otherwise.

In all cases where the testator has used words which are so necessary, either that he considered as paying a fee, they are to be so construed. The word heirs ever used to hands, as necessary to bind them, but it is usual usages in this country as the real as well as personal property is unable here.
The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.

The most usual method of acquiring estate is by alienation. That is to the more limited sense of the word purchase. Here we have a property exchanged.
5. A deed is a writing sealed and delivered. A deed not delivered was valid in the same sense as afterward, but before delivery it has not the legal effect of a deed. A deed delivery is in essential part in the description. The making of a deed is the most solemn act an individual can perform, in the ordinary use of his property. But it is not the most solemn act to which he can be a party. And hence follows the rule that everyone who is his own judge. But this rule is meant that no one shall be permitted to enter or drive any thing against his own deed or contravention of it. That supposes however that the party was legally capable of making it. This is no exception to the general rule that no one can contradict his own deed, because it is not considered as a deed. But if it will not bind as a deed, it will not operate as an estoppel.
Nature of a deed.

At the time of making the deed.

But here we must observe, that of necessity, when a deed is not plighted as such, but merely as evidence, it is not conclusive as to the past evidence of the last deed which can be such as is not conclusive.

Determining the reason to be that evidence of consequence is never really involved upon as such.

Again, the every man is estopped in his own deed. And if a deed be made, it is not estopped, because the covenant in the deed does not in point that he has any title. Therefore, if a man want to effect a claim, he must contradict the deed claiming in the same sense as the claimant claiming, that he has any title.

Further, when a decree is made by the court, the decree in an action for rent, he cannot, to the court's title, the reason of that.

The deed of indenture is considered the act of the parties. But on the other hand, if the deed is a deed given made by the lesser, the lesser may make his title, which is to effect the action.

The 10th of the 7th of the 1st of the 3rd. Since the claim is not full the claim of estopped, since the claim which is not land from the lesser to the donee.
The nature of a deed must be determined strictly upon its face. A deed executed by one of the contracting parties, but not the other, is not a valid conveyance from one of the parties executed by the other party.

When each party of a deed is executed by one party only, it is said to be unilaterally executed. And then the common form is the unilaterally executed or the hand and seal. This is used in open recording, in a deed poll or in wills.

But the court of equity, not as often used, are both parties or signed by both parties, but this is not used here legally. But when one party has executed the deed, it is called the original, and executed by the grantor. The counterpart.

But where both parties are executed by AB 296, both parts, the both parts are called counterpart.

The counterpart alone has been held in will 116. By a sufficient evidence of the existence of an original.

Thus far as to the general nature of a deed. The requirements
When the whole interest is to be granted, Built for all those who have any interest in the subject 22 13, 14, 15, 16, 17 join. Otherwise the whole interest can be taken.

On the other hand, all who are intended to take an immediate interest under the deed, must be said to have a separate interest. The rule is not quite correctly expressed. It should stand Thus all those 13 14, 15, 16, 17, 18, who are intended to take any interest that is separate should be parties to the deed.

But why must not a remainder man be a party to the deed? I take the reason to be that the party taking the particular estate, to the remainder, was an entity that was an estate, the reversion of the particular tenant is cost for the remainder man.

So to the question who may convey a whole may be answered.

It is a general rule that all persons who are not under legal disability may convey. That the term disability signifies merely personal disability is not universal. Where a man is a minor of discretion all the rules the rules of co-tenant cannot convey to another out of possession, but this is not a personal disability.
This is a rule of policy, and not of
reason, to save them, but to prevent
the sale of a quarter as it is often called in

"Common Sale Maintenance."

But a conveyance by the party supposed
the error, is not within, the O.T. architect.

But of course it is clear that such a conveyance will

get under production of the inconvenience which

from a conveyance to a person out of possession
brought the supposed owner of land, as long

declared at his right to convey unfeast. The person

was of the person in adverse to his possession.

be must be declared in another or a common.

This is perfectly reasonable. For if it is a

exemption of the land and that the title

of time, it is not in dispute, but "Therefore the sale

of this section is not the sale of a quarter, or

2d. 290

"Bence also the reversion in remainder

may be granted to another in the possession

of the land.

The rule is the same when one is in

possession of another's claimant under the
...And it was determined in the State of New York. These rules do not apply to sales by the State. &c. 231.

Nor does the State extend to a sale by the executor or administrator under the order of a court of chancery. The reason is twofold. 1. The said order purports to be a sale and acts in accordance with Ch. 2. Because he cannot be sued to be discharged because no one must be sued to the crown.

The same rule extends to guardians in the apt 

saying: The power of their wards, the possession of 

a decree of court of Ch.

...The collector of taxes may sell it. He can also enforce the tax as laid, the lien or charge, because he acts by virtue of law.

And when a mortgagee on the property of some one does not prevent the mortgagee's first 

seller to enjoin. This indeed is similar to the 

case I have spoken of.

But our talk have gone further. I said that when the mortgagee derives the title of 

the mortgagee's heir, adversely to him, yet the 

mortgagee may enforce his right to a third party. The reason is that it is plain the 

mortgagee has much in the power of the mortg 

agee. For the mortgagee would not have been 

in the power to hold as a dependant, unless 

the mortgagee could not redeem. He could not 

sell on the - when, which might be any
Real Property

Deeds

Who may convey by deed.

And on the death of a lunatic his lieu or administrator may avoid the deed. But an idiot can never void an executor. 1632. 20.

Thus an idiot or lunatic or real estate of personal

representative.

And one who is merely going to estate to an idiot or lunatic cannot avoid the deed of the former. For he is not the representative of the lunatic, but in a manner. Where the deed is not void but voidable. If it were strict

by voice any person could avoid it, but when

it is voidable only the representative.

But if an idiot or lunatic being above 1632 or suffering a common recovery, it will bind not 1632. 19.

But himself but also his representatives. 1632. 19.

on the ground that nothing can be averred against the record, not because he is capable of bringing a suit or suffering a recovery.

The rule that a lunatic cannot contract and his own deed has been contradicted at the

both as it respects personal or real estate. The doctrine is now here exploded.

If on the other hand one who is not

12 months purchaser of estate, he may

12. 12. 9.
Deeds who deceives conveying deal, does no, no one can bind it. And if the deed be
the recovery of his senses or comes to a court to settle his heir or representatives may then and then
But the person conveying to him cannot be
his own defeat defeat the purchase. The grantee
after the recovery of his senses to may absent a
defect, but the grantee cannot, defeat the con
tract or convey the grantee can understand.
Forward regard to be done convey for
refer on to this rule of bona's done, and
in general the deed of a done convey is void.
If one is compelled to do it to make
a deed, he may alter his form or avoid as after
the defect is removed, it is the same as thei
not the 2 be granted or granted. There is not
full price consent here which the house requires
as essential to the validity of the deed.
If the deed is made by several per
by whom is legally capabie of conveying a will
not it may operate only with regard to those
who are capable. If there any person who had
an interest own in a conveyance null the
one has none, the deed will operate in favor
of the done capable of conveying who has the
interest. It also will be respected to grantees.
Only who are capable of receiving will
be by the conveyee.
The only bequellers

All parties are equally interested in the

purchase or sale, and it is their interest to

appear to wish it. They are capable of granting

but they can be forced to do so for their payment.

It must be understood that this is for their interest,

to guard their honor and reputation. They are

more than capable of proceeding and making these

as able to do.

In short, no purchase or exchanges

should be made with the customary officers. With regard

to a conveyance, it is not necessary of a\n
conveyance during the lifetime of the

owner and after the death of the

conveyee or conveyee, it may be to him,

in his discretion, as well as necessary to go

and make the effort.

Any time may suit to be a fair time of

deed, but he cannot hold against the

law. It must be upon advice given the land con

veyed to him until just as the time.

In other words, however, man has to do with the

lease for years of a term for the continuous

use of machinery. This is founded purely

on commercial policy.

With regard to purchasers by whom the

offer of the goods is somehow given, it is done

in such a way that cannot hold or purchase.
Real Property

Deeds.

Who may the Quater.

lands without permission from the government.

So that here the title would not pass out of the posses.

nor the state contain an exception with regard to

20th 21st.

3d 21st.

and the legislature always comply with

they may purchase by

This prohibition cannot extend to those aliens

as have been naturalized under the laws of

18th.

1st.

All lands granted for purposes of charity, schools

relief, or the poor or for any public insti-

20th

21st.

tions, shall always remain in such

only. They are unalienable.

The land of that has been seized by

they may purchase lands unalienable will

be.
Consideration.

The present rule of the law is that the deed must be founded upon a lawful and sufficient consideration. It appears, however, that by the ancient law consideration was requisite as if it were more necessary to consider the deed as the identical act of the instrument than the consideration were. Therefore, the deed was made as good by mere form, as if there had been none, so that practically no consideration was requisite.

But under the law of every a deed is considered binding if the consideration is said to be in the grantee, and the consideration to be in the grantor.

This rule does not go upon the ground that the whole interest must be in the grantor, but the legal title must be in the grantor. The grantor holds in trust for the grantee, the grantee holds the legal estate charged to a pecuniary interest in the grantor.

But since the grantee has executed the deed, it is said to mean the use of the grantor for a law so that there exists the legal title in the grantor, to that the whole is done as in the grantor.

By executing the use of necessity to transfer the legal title to a trust in him and to the two doctors of laws, engaged the
Deeds.

Consideration.

In a special interest. To start it, I am at the loss of not going with the beneficial interest. So, it is impossible for the deed without consideration. But, it does, as if the deed was without consideration. But, it does, as if the deed was without consideration of not 500, any effect at all.

But, the rule is laid down. This generally finds a rule without consideration comes to the benefit of the grantor, only, and it seems most questionable whether it will hold any other than that of bargain and sale. Now, other deeds clearly may be as the consideration of bargain or sale.

But, a deed of bargain is void unless.

In this a deed declaring is not void.

In this a deed declaring is not void.

It is questionable whether in this state a deed without a consideration is not good. For, the decline of use was never secured here. And, if this was what made a consideration necessary, it would seem that there was no consideration at all. But, the practice is always to insert a consideration. I think this makes it good without, in analogy to the rule of O. A, respecting other stated written

Consideration, we in the law of O.
of two kinds, good and valuable.

A good consideration is natural alike. 2 H. & C. 254.

A conveyance of the grantor is some near relative. 2 M. & W. 39.

But I believe that the relation must be as near as

nephew or niece. But to this there is no ex-
ception, where the conveyance is to the heir at
law. This is good title, it is not nearer than

fifteenth cousin.

A valuable consideration is one, in which there is some pecuniary value.

But marriage is always considered a

valuable consideration.

A consideration either goes or remains

with it, as between the parties and

their representatives. But a conveyance on a good title

operation, merely goes it void for being trans-

ferred against the creditor. But it is void for a valu-

able consideration.

The consideration expressed can never be
denied to the party or his representatives for the deed conveyed.

But the grantor or his representatives

or other party, to a deed may impeach the consid-
eration for illegality, even if it does not appear on the face of the deed. All that is

to consider is, whether the gran-

tor may avoid the deed. He may prove the

wrong consideration.
Deeds

Real Property

Consideration

That in order to be considered a valid deed,
the consideration must be set forth in the deed, the judge cannot
serve as to how much consideration is required. In the judge cannot
determine as to the presence of the consideration.

If the judge cannot be sure
of the amount of consideration, the
deed may not be given

And the deed contains
acting over to the deed by proof of a deed.

For instance, where land was conveyed for
four years, remains to the deed for proof

An undertaking was admitted that the
deed was made in consideration of
marriage between Mr. B. as for the deed received

It seems to be implied from the

One cited for the law rules, that if the
document contains no consideration, it may be

true, as for the deed is expected to be

shown you have seen the true

And the deed may be overruled and

If the deed is good, no consideration,

And if you cannot understand the

That the consideration

to the deed itself, or any more relative, it

implies a sufficient consideration unless

will be a deed or none.
As it is a general rule in the construction of such instruments, that what is sufficiently apparent by necessary implications need not be avered or proved.

But if in such a case a specific consideration be inserted in the deed, no other can be implied; so if the grant be to be by the son in consideration of $50 a good consideration cannot here be implied from the relationship that appears. For if the promissory note be taken in 1828 and note is a covenant it cannot arise in the use of B as it would not be good, for this covenant can be only upon a valuable good reason upon a valuable consideration.

The acknowledgment in the deed of the receipt of the consideration is not conclusive against the grantor. It is a mere matter of form. This has been settled at Law; but I find no direct authority on the subject.

2d. The deed must be written on parchment or paper. But it may be written in any language or character.

Formerly a writing was not necessary to convey lands. But now by 29 Edw. 2d. 20 (a) and 2d Edw. 2d. 7 (b), a conveyance in land, can be created without more steps for more than three years.

And the deed must be written before the delivery; a rule peculiar to deeds. Gen. 11:8, 2 Cor. 2:6.
Deeds

Parts of a deed

The instruments not sealed need no blanks. No seals and delivery to another a blank paper authorize him to fill it up as a deed, it will not be bound. On the deed later object from the time of delivery is as delivered.

13th 225. 2/3. The subject matter must be legally set 21. 29 3. 13. forth, no it is not necessary that the usual 20 of are in which the parties usually appear should be observed.

There are eight of these formal or orderly parts of a deed.

1st. The first is the premises. The instanter the 25 the number of the parties the recitals, the considera 24 15. 18. tion, the thing granted, the exceptions, to name, and all which proceed the habendum.

After the omission of the grantee's name in the recites does not initiate the deed if his name is in the habendum. And if he is wrong, the name in the premises rightly in the habendum, the former may be rejected as mere curage.

And it has been further decided that where the name of the grantor was omitted in the operative part of the grant, the consideration was specified to have been paid to him. The deed bound the grantor. This is a lucrative liberally made found in the construction of deeds.
And if the grantee has a name identical or similar to that of the grant or grantor, it may be good. The reason being a mere mistake, the deed will not be void. So is the case where the name is more complete.

So if a convenience to the Elizabeth, the wife of John Smith is Jane, she will take. If the deed be to the wife of John Smith, she will take. For here constant the persona.

And in general a mere clerical mistake will not destroy a deed; this may be explained both as where there was a reference to another deed or a mistake of a figure.

But in general a grant to one by his Christian name only is void for want of certainty.

But a name required by common reputation is sufficient to enable the person to take by deed. As where an illegitimate child acquires a name by reputation.

A person may be described in a deed without either of his names, so he will take by his name under this description. As if the estate be to the eldest child of John Smith.

Finally the word issue is a good description. And the lineal descendant will take. The word issue is equivalent to child or children.
Deeds

Real Property

Part of a deed.

The grantor was entitled to copy the

In ch.".

But now it seems that the grantor

so many of vendors. There being no duty

of tenders, it is now unlawful.

After these follow the words

clauses

upon his money and the lesser clause is called

The next verbal part is the condition

for which see the title of book

The next part is the warranty, in which

The grantor, for himself and his heirs, assigns the

estate to the grantee who holds, 2 of the greater

with such warranty is evicted the grantor is

bound that is the mere deed equal in value

is those grant conveyed.

The grantee is compelled to do this by a voucher, or by an action on the warranty.

In modern practice however warranties are

There are several conditions by which

The parties stipulates some things in favor of the

This to such document largely, has a right to

As a warranty, they are definitely various, whereas a

warrant, has some as a guarantee.
Meal Property

Deeds

The usual covenants on the part of the grantor in deeds of conveyance except those of release are two 1st that he has a good right to the same and 2d that he will defend the title against all claims whatsoever. This is called the covenant of

The principal difference between a warranty and a covenant is that the latter goes to the grantor and the grantee may be his heirs in interest and the land, but does not go to his personal representatives. The covenant, however, must not do

The law is described to make it sound.

The grantee may take a physical covenant in

The words is the same where the deed 2 Peter 3:3.2.

Any other deed or record or instrument

The grantee is the same as the deed

When the meter is in the same as the deed

When the meter is in the same as the deed

In accordance to the laws of land.
would be unwise, however, to abide
the opinion or uncertainty which the evidence
may be taken as evidence, a
of there is a total uncertainty about the general
This rule is supported by a late decision in New

The length of line or monument and other
governs in preference to the quantity.

And of the discretion to be exercised
and the manner in which the quantity is not
agreed to the description.

But for the purpose of possible litigation,
It is usual to add after the descriptive words
of quantity the words, more or less by which the
quantity can be liable of the quantity is not

\[ \text{\textit{etc.}} \]

The next formal part of a deed is the con-

The next formal part of a deed is the con-

The next formal part of a deed is the con-

The next formal part of a deed is the con-

The date is frequently no part of the deed.
Real Estate

Dear James,

...without any valid reason, and it should never be enacted as if it were a matter of urgent convenience. If the party is an impractical or wrong in his date for execution, the court may be persuaded by joint evidence.

The next requisite is a deed in the writing, as it is not to be dispersed. If the party desires the reading of the deed before execution, it is necessary. And if he does desire it, and it is not read, the deed is void as to him.

But if he can read it himself, it does not make a material object that it was not read to him upon the present. But if the party desires to have it read, is unlettered or blind, if it is not read to him, he is not bound to read it. His execution will be made binding on him. And if he is unlettered in writing, it will be binding on him. If he is not unlettered, it will be binding on him.

If the deed be read falsely or it will be read at least as to the part read, it is the case upon this point. It is void only as to that part which was read, however, for if the other knows the deceit chosen to be false or it, it shall be invalid. But, if the party who has it read, has it falsely read, he shall not be bound by it. No man being permitted to take advantage of his own fraud.
Deeds

If the deed is not executed otherwise than in
the name of the principal it will bind the
principal as long as the principal is alive and
enables the principal at will destroy it, as much
as it is a rule that a principal cannot bind
his principal by deed, without his power by deed.

The instrument which gives another a power to
bind a person by any instrument, must be attended
with the same solemnities as the matter.

So a man cannot be bound by a deed
without observing the require- ments of a deed, so he
cannot oblige himself to be bound by such a
deed but by observing the same require- ments.

This rule extends also the clause of the
principal, for if one executes a deed in presence
of another binding them both, it will be
held valid against both.

That the use of this binding must
be apparent from the necessity of some cases.

Or if one person could not, in the presence
of another, at his direction bind him, by deed,
if that person were physically unable to affix
a seal he never could be bound by deed.

The same rule respecting the power of
the attornies, hold also between partners in trade.

Each of them has a right to act for both
as far as concern their trade, but if one
partnerinds them by a deed, he must be
Fourth of the entries take the deed as an actual delivery even though the grantor may not have had
actual delivery of the grant without actual delivery a writing and grant are of
no effect. It is a question of content, or more specifically legal de-
livery, and it is a question that the deed may lack
since it was made with the intent that the grantee
should take it.

A presumption of delivery arises from
a reasonable belief of the grant or of the con-
gress of the deed.

On the other hand, no acknowledgement before
a magistrate, such as the grantee, is prima facie
evidence of delivery.

A deed may be delivered to the grantee, and
to any other person having authority to receive it,
or to a stranger in behalf of the use of the
grantee.

With regard to the effect of delivery under
various circumstances, there are many important
determinants to be observed.

1. A deed cannot be delivered to any effect more
than once. By this is meant that only one
delivery can be precede a delivery at two different
times of the same.

2. Any effect the second will be more.

Before the second delivery can be said to be valid
or to have any effect, no effect, or no
other than confirmation. The former, but as a
result, the clear delivery it is used, and a mere agree-
Real Property.

a former delivery.

But on the other hand if the first is strictly valid the second can take effect, as a delivery by a mere conveyee make a delivery, it is said, but if after her husband's death she make a record it operates as a new valid delivery, it does not operate as a mere confirming act, as the first delivery is a mere non entity incapable of being confirmed.

Hence also if a deed once delivered specifically becomes void afterwards as by losing it only, a second writing or delivery will make it good, if the second delivery will operate as a new deed.

On the other hand if a man or one under charge delivers a deed to another prior age, or, freedom delivers it against the second is good for nothing as the first is merely applicable, so not void, it is his deed if not afterward avoided.

But in both these cases the second delivery operates as a confirmation of the first.

These rules seem according to the law as sum up prior, to the effect of the second delivery that the latter does not take effect from the second delivery but from its own, therefore the second does not take effect as an deliver, but as a confirmation of the former delivery.
Real Property

Deeds.

Ownership may be either absolute or conditional.

If a deed be delivered to a stranger, in order to $2,000, the delivery may be declared to the grantee upon the performance of some condition or happening of some contingency. The delivery is conditional. But if it be to the party himself without condition it is absolute.

In the former case the instrument is not delivered over to the party as it is called an escrow. It is not till then the deed of the party. But if it is delivered over before the condition, the deed does not bind the party. On the performance of the condition, it may be delivered over and it becomes binding.

A bond or covenant is an escrow in a promise about the note delivered to arbitrator to be delivered over to the prevailing party in escrow.

It seems settled that if the grantor is delivering an instrument to a stranger to be delivered over on condition, say, I deliver this deed $2,000 in my deed, to be delivered over on the deed is absolute. Standing from that time, the condition happens. Had it be said, be delivered over as his escrow, the rule would have been different. The rule at present is about a mistake. Defeats the intention of the grantor and is settled.

Upon proper performance of the condition, $2,000 is then paid as delivered over, this delivery is
absolute, it. Then the instrument takes effect as a deed by the rule laid down generally, that if, after performance of the condition, the depositor refuse to deliver over the deed, the title still rests in the first deliveror. This is true in some cases. But I doubt whether it is in all. The
true when the owner who first delivers the instrument has come under some disability. In other cases, the rule holds; when the second deliveror must be of no use.

But I doubt whether the rule applies to any cases except those where the deed words imply a defect, more than not the rule. In ordinary cases where there is no interfering instrument, to the owner or deliveror of the grantor, it takes effect only from a second delivery.

In case of necessity, there is, where the donor issues an instrument at the time of the second deliveror, or of the first. The deed shall take effect by second delivery in relation to the first or not, as the case may be, under magic value, same precedent.

But suppose the trustee refuse to deliver the deed, when the contingency happens, what is to be done? The grantee may go to a court; if there is no ingredient to the deed and delivery, there is no necessity for the rule that the deed shall take effect within a certain time.
If a grantee delivers a deed or in escrow, a latter grantee is the cotractee. By law, the second delivery binds the relation to the first. As her major realestate question.

This is from necessity the deed could not otherwise take effect.

Again, if one delivers an instrument on an escrow, then the contingency happens and a second delivery is good by relation. In other words the deed would not take effect. In those cases no second delivery is necessary.

Where a second delivery of the deed by the holder would be of no effect, performance of the condition perfects the first delivery, which was before incomplete. But, where the second delivery would have effect it should be made.

Again, when the grantor delivers the deed on an escrow to take effect upon the death of the grantor, it takes effect by relation from the first delivery, and whether there is a second or not.

The death of a party who has created a power of attorney by deed regularly revokes the power. And this creates the necessity that the second delivery should bind by relation in the same case.

Again if a grantor or a grantee, delivers a deed to an escrow, becomes non est operosum.
Deed, or the contingency happens, the deed taken, which by relation without a second delivery. The second delivery can here have no effect.

To suppose a person of sound mind makes a deed of judgment, executes a power to a third person to make livery of seisin, then becomes no contract of livery or seisin. The deed is valid, the livery acts by relation, therefore it would have no effect.

But on the other hand if one executes a power

of attorney to a person authorising him to make a deed of seisin after his death; or livery of seisin where he has made no livery, the execution of the power has no effect.

There is a difference between a common

warrant as performed after the death of a party to the original act done at that time. The former is valid, but the latter has no binding force. The livery of attorney to make a deed is not an ultra

act. Where the execution of the power is a

new communicatory act, it is by election and

must be warranted at the time of the original act.

By the application of the doctrine of relation

would defeat the deed, the doctrine will not be ap-

plied; the title rests in, at all from the re-

cipient delivery.

Thus if a person deceased makes a

deed to a person in his lifetime, as an executor as

to be produced over as the land to the third person

Mr 52.
Step 207.
Lebreton, E. of attorney to a person authorising him to make a deed of seisin after his death; or livery of seisin where he has made no livery, the execution of the power has no effect.

There is a difference between a common

warrant as performed after the death of a party to the original act done at that time. The former is valid, but the latter has no binding force. The livery of attorney to make a deed is not an ultra

act. Where the execution of the power is a

new communicatory act, it is by election and

must be warranted at the time of the original act.

By the application of the doctrine of relation

would defeat the deed, the doctrine will not be ap-

plied; the title rests in, at all from the re-

cipient delivery.

Thus if a person deceased makes a

deed to a person in his lifetime, as an executor as


Real Property

Letter.

... enters a delivers it over, the doctrine of relation will not be applied. For then the deed would be defeated at the time of the first delivery.

The rule cannot, however, operate as to violate the privation of a person who was under legal disability at the time of the first delivery.

And, in some cases, makes a will's delivery as an escrow, the contingency of the delivery, when it happens after discoveries, and then there is a second delivery. Then delivery. This second delivery does not limit the duties.

The rule is the same as to an infant, when the contingency happens after the grantor is of full age.

The second delivery cannot take effect by relation.

When a deed takes effect, there is a second delivery by relation to the first. It still takes effect, so as not to affect collateral acts.

This rule is nearly in amount, that the second delivery acts retroactively only to vest the right or title, not to any other purpose. Direct, etc.

The rule is therefore, that the time of the last delivery. If a bond is delivered as an escrow, the second delivery operates to give it effect by relation, still a release of all demands, even all demands, is no discharge of the bond.

Concerning the retroactive operation, etc., make a deed of conveyance, and deliver it as...
an excess to the contingency balance, if the deed is delivered over. The grantor is not a trespasser nor can he be made accountable for the rents and profits. There are collateral acts. A fiction of law never works an injury. It never makes

Then a deed is delivered to a stranger to be delivered to a grantee, there being no condition, the

grantor is presumed to abate till the contrary

stated. This has been here decided but I find no lays case expressively in point.

If the grantor knows of the delivery

there is no doubt. But I speak of a case where

he does not know it.

If a deed is delivered and the

grantee or taker refuses to accept it, he cannot

afterwards claim it. The holder is then entitled

in reversion, but if he then delivers it the grantor

may plead ante at lex loci, however a delivery

may grant the use of the grantor it will be good

as a new delivery only if he a simple contract not

make an offer.

To the claim a moment facsimile is not a proper plea
Real Property

It is settled by authority, I believe, that a deed cannot be delivered to the grantee himself, or an escrow.

But upon principle I can see no objection to it.

The delivery must always be personal, and I do not see the reason why a conditional delivery might not be present, as well as an absolute one.

But however the authorities appear to differ on the rule.

The last part of a deed is the attestation, i.e., the execution of it in presence of witnesses. This seems to me correct — the attestation of the witnesses is their act.

This conformity in the last part, but it is not.

I understand the attestation authentically did not originally require their names, but those merely present, but in 1758 is now otherwise. But neither the necessity at this time or the proof of it import convenient.

By the statute law of the hundred of St. Pancras, and the records of leases, the tenant in possession of leases must be attested in the same manner. But by a later act all leases for more than one year must be attested in the same manner, so they are in writing, and a lease not attested is not a lease.
Deeds.

There are all the formalities, as the law entitles the owner to the speedy conveyance desired. It is to go into grant or bond, which must be witnessed before a notary public or some other person of more weight than a justice of peace, or they will be void unless it be by deed or quit claim.

In that a deed must be so acknowledged as they will be valid only against the heirs of the person to whom it is given, the rule is:

The title is good against their assigns if in good faith, complete, and contain all the property rights, and must be recorded, in a book kept for the purpose, and which is to be recorded in the county where the deed is given, in evidence of the same. The effect of the deed is that no person shall have, or have any interest, knowledge, or record of the title of the land or premises, to be given by this instrument.

The title is good against their assigns if in good faith, complete, and extend to all the property rights, and must be recorded, in a book kept for the purpose, and which is to be recorded in the county where the deed is given, in evidence of the same.

The title is good against their assigns if in good faith, complete, and extend to all the property rights, and must be recorded, in a book kept for the purpose, and which is to be recorded in the county where the deed is given, in evidence of the same.
Dear.

Four of the first quarter being legal
at and in reason, each quarter not being recorded
aught, in the county of... the same, record, 1801.

Such record's recording will not have relation to
the first quarter, against an intermediate
quarter.

And if a prior deed recorded in reason is pre-
mature from being recorded by the subsequent
purchase or the quarter, it will be in the case
where the deed's held in preference to such subsequent
premature deeds, as in the first recorded, since which
the first quarter has done all that he could.

The same rule holds, if any deed is not
recorded from the negligence of the clerk.

And if it is said that a subsequent deed
of first recorded shall hold no preference to a
prior deed not recorded by negligence, and the sub-
sequent purchaser had actual notice of the first
purchase.

Take the true note to be that the sub-
sequent purchaser shall hold it down done, and the
knowledge which the recording was intended to afford, he cannot use
an evidence obtained. The same a frame from the
knowledge can hold him but goods in the

Know, promise

March 18th, 1802.

1st, 12th,
3rd, 3rd,
6th, 6th.
Deed.

That it may be asked that none of the
vowel should be the same as the after
it is to be exactly, and it must contain the

one or in the construction of
the land, but as he cannot do good concretes


It is the duty of the Clerk to record at
at length, and he delivers it back with a

in the request of either or both you

in lead to any person; it is whom the

then,

is his duty to keep the deed as

recorded an file so that all persons may see it.

if he conceives that it is liable to any one

may be signed by each concerned,

then he is in the register

how a deed may be read

The

The

it is used as a deed, the it may


And if the deed may be destroyed by as

sure indelibility of any other materials also

But an erasure or indeliberation made

before delivery, will not render the deed good

a memorandum be made. But this is not
Real Property

Deeds to

Can it be. It is now a question for the jury

rules are to be observed.

Any alteration by the grantee after the delivery of the

not, totally outside the deed.

And even if the grantee could be

against himself and favor of the

The deed contains several

distinct and absolute covenants, if he alters one

of them. The whole becomes void.

But on the other hand an alteration

be of a material kind.

But in these and all other cases where the

The deed is directed to the party who made in my

I find non assent.

And where there is the liberty of

The grantee for which there is nothing to

his own consent. He may bring an action against

The stranger for the whole amount that he

has lost. But this may be far from being

satisfactory, as I apprehend that the grantee

may also confound the grantor to make

a new conveyance, but there are no cases to

This is all on the grantor's

it is a rule that if the deed is lost

or destroyed by fire etc. then it

The grantee
Deeds.

Real Property:

...may still hold a may prove the contract by palat. And why not thus unless there has been an alteration by a stranger.

A deed may also be destroyed by breaking of the seal. And if two persons are jointly bound by a deed, if the seal of one is broken off, the other will not be bound. One who does not bind himself alone, the seal of the other being broken off discharges him.

But it is otherwise where they are severally bound.

If deed may be destroyed by being men to be cancelled.

It may be destroyed by the subsequent disagreement of those whose concurrence is requisite to give it effect, as a deed to a form joint, requires the consent of the two hands, as if he refuses it, the deed will not take effect.

And lastly, a deed may be avoided by judgment to decide upon it by justice, as if the deed is obtained by fraud.
Construction of Deeds

In construction of deeds and other instruments, various
rules and usages are adopted in different circumstances, but
no general rule can reach all cases of construction in written
instruments.

It is a cardinal rule that, respecting all instruments, that
they are to be construed as near the apparent
intent of the parties, when adaptable by law, as the court is
not bound to the rule of law. But there are some cases in
which some technical phraseology is necessary, as the
word heir in the creation of a freehold, no other
circumstance can create such an estate without
that word.

Where the meaning of the language is apparent, and no
such grammar will vitiate the deed or of the
construction.

The construction should always be given upon
the whole deed, a section can not alone.

These rules are to enable one to discover the
subject where there is any uncertainty, and the
construction should be of the whole term.

The construction should be made upon Little Pax
such that there is no other one which, should be
one construction, of such words,

would defeat another, but by a different
construction, both deeds would state what
matter as to be conveyed.

When there is any doubt about the
Deed,

meaning of words or clauses, they are to be taken
most strongly against him who作文 them.

Whereas the clauses are clearly inconsistent
so that the case by no possible construction hence
resolved, the first is to be retained and the latter
rejected. But with the exception that there was
Dissentent intext was manifest from other
parts, the first must be rejected.

And if a clause will bear two connotations one opposite to the one not so it
the former is to be preferred, side, date
And all words that are repugnant to
the general tenor of the deed or evident intent of
the parties are to be rejected.

When any subject is granted, all means are
applied to the enforcement of are granted with it
Upon this principle if of main grants to
all his heirs. It has a right to enjoy it, not
so late been away, this the land is not conveyed.
So the inheriter of a mine has a right to
the mineral day and remove the ore.

Hence also the grant of the principal or
judges. To an a general form, carries with it
the incumbent is acceptor. No special words
are used over what happened.

Thus if one grants a reverses the end
follows it, passages to the grantee of course such
and the words of transferance as well as event.
Real Property

Construe.

In grants of this kind, it is seldom left to the party to occupy as generally it is mentioned.

A very material rule is that a deed drawn in one form, in which by law it cannot take effect, may operate as a deed in another form, to give effect to the intent of the parties.

As a rule, if a deed at form of a grant is made in a remonstrance in the particular grant, it will operate as a remonstrance, and as a grant.

And if a creditor's covenant by deed never to use his debtor, it will operate as a release of the deed, the in form of covenant, a release as as a release.

If the terms of a deed are so uncertain that the intention cannot be ascertained, it can have no effect at all.

A deed to one of the children of A, who has several, or to the best man of B. If one person gives two farms say "one of my farms, another will pay." A deed is sometimes invalid in part in which goods. In some cases it is void in part, it is void in toto.

In the first place, if the deed contains several conveyances, some of which are invalid, others not, the former are good, the latter not.
Deeds.

It is said that where one part is made void
by the statute that none the whole deed is void
but if more parts were made so by the statute
there only would be void.

This would infer from that rule that
there is some specific difference between a
 deed void by statute and where it is none.

The rule is founded upon the jurisprudence
of the Articles of the leges, which is such as to make the
whole deed void in the illegality contained therein
which covenants would have alone been void
at law. But there is no difference between a deed
void at law or at Eq. it may be said if the parts were
differently formed, the effect would be that the instru-
ment would be void in each unlawful parts only.

If there are several distinct clauses in
a deed, some of which are truly void to the party
another good, the former are good, the latter not.

The rule that a deed may be void in part
never hold in cases where those parts are so connected as to be
dependent on each other. (This I suggest as open
ended)

If two distinct obligations are written on
the same paper, one of which is void only a
part only, the former will be binding, the
latter not.

A deed which is read quid pro quo in part a
Real Property

Injuries

but it may be said for the latter act of 1825, 6
the reading goes for an entire year for a sum of 12s. 6d. it will be good for nothing.

A. Injuries to Real Property

which we may of injuries which may be done to things rent or waste bumpy or nuisance or waste, there are two others however, of nuisance we shall now treat of present:

Ouster and the remedies.

Ouster is an injury by which the tenant is deprived of lands, tenements or hereditaments, or
unlawfully removed or turned out of them.

Ouster of a thing corporal is of two
manner, demission or destruction. The former denial of an ouster of the possession, the latter an ouster of an estate of them or possession.

If then a tenant is for any simple or lack of 1858,
not lawful nor turned out he is said to be defended,
but if tenant for years so, he is disqualified.
The ancient remedies for a demission are now
almost abstracted one of those was what was called
a real action, which is now useless for the

name of these actions were Pl. 199.
The actions of which I am about to treat
are all new actions.

Ouster is indeed a defect for rents later
rent from his term requires if with damages
The action of ejectment is an action to regain possession of land or real estate. The action called in the declaration is one to which the parties are sued for the recovery of it with damages from the defendant. This action is properly for the plaintiff to sue in an ejectment action, as the plaintiff recovers damages.

Interestingly, the plaintiff in ejectment recovers damages only, but if indeed evicted by his landlord, he could recover his lease, by an action on the covenant. This will account for the present form of the declaration of the action, in which the plaintiff claims damages only. The form of the declaration is not altered by the judgment.

The practice of recovering the tenant was introduced in the case of 1 Q B 4. That since that time the nuisance has become specific.

There is some difference between the action of ejectment in 1 Q B 4 and in 2 Q B 4, for here the plaintiff must claim the land in the declaration, for if not then when joined after the practice was introduced of recovery the term.

As the plaintiff is suing by an action of ejectment, recover a term that has remained ten years, in ejectment is almost the only action for benign. The title to real estate. This action brings a new concept, of a string of legal fiction, in which the plaintiff recovers nominally
Real Property

But a term for years, yet it serves to determine
the real estate.

On which account, the damages recovered
in it are small, but nominal.

After the action, the rents and profits are
recovered by an action of trespass quasi
assumption.

In real actions except that of waste or
damages are ever recovered. Indeed I hardly know
whether the word 'spite' should be called a real action. Why?
Since it is for the recovery of damages.

As what subjects the action of ejectment?}

In an action of ejectment, it will not
make any thing of which the sheriff cannot have his
office under an execution. For without possession
the action must fail.

So in other words, the action will not
make any thing on which an actual occupation
actually made.

It will not be therefore in general to re-
cover incorporeal hereditaments or things, which the Stat. 54
6 & 7. 1st. P. and
are goods or things, of which there can be no actual
Stat. 55. 2d. 59.
which generally speaking.

Thus if a man is entitled to a term for
years he may maintain an action of ejectment,
but may have actual possession of the land.

But if one is entitled to an annuity he
cannot have an action of ejectment to recover the
land until the action be for a right of way.

But the action will be for lands and goods,
which were in possession of the owner of the
land, for here the action is not for the recovery of
a right of way but for the land itself, of which
there can be no legal possession.

In such cases, if the recovery of land taken
out in high way, it is recovered subject to the

Suppose the highway to belong to A & B, and
it is made a garden of A. A may recover a
right but cannot hold against the public.

But if the highway has been held, the
proprietor cannot recover a right of way in an action
of ejectment, against those who have a possession in
such case. But I do not see the reason
of this decision. It seems to me too
inconsistent to conceive, after what principle the majority
of the Court decided the case, that I think it
institute of all principles whatsoever.

The right of soil certainly remains where it was
still joined with it. The proprietors certainly had
not parted with it.

So also the action will be in favor of the
quity of the tenure of the land. The soil
belonging to A and B. In which his right of heritage
unites his right of possession.
Real Property

Trustee:

First on the other hand it will not be for a water course or stream to maintain, for it would for the first 172. much land cannot work water. Since I[{u}f]ebriane can, 201. neither be given up the water itself.

It will be for a part or proposition of the water in the thing as a third of half of an assurance on land, and the plaintiff can recover so much as the judge will judge.

Who may maintain this action.

The general rule is that no one can maintain this action who has not the right of entry in the one, that is the right of passage.

And the the lease of the plaintiff is suspended to have entered, it is mere a fiction and it would not avail him unless he had the right of entry.

In an action of ejectment the following will only be tried.

The action will lie when only in possess of land, and has the right of entry.

Of the tenant in wild places on the side, set his done not having the right of entry is not entitled to that action but must resort to a real action.

Hence also if the lease of the plaintiff in 1532, or lease under whom he claims, have been severed, the same with the entry of the 1532.

Common law, common law, 3rd century.
And the heir is also barred from bringing an action if his ancestor has been trespassing on land 17 years at the time specified.

In case the deceased owner of the land is under ten years of age at the time disposable elements are subject to bring an action. In case minor, under ten years of age, the infant is allowed ten years after coming of age to bring his action in Eq. 3261, Law 12.

There has been much discussion upon the question, whether successive disabilities can keep the case within the limitations allowed. In New York, it has been determined that these cannot. But in 3261, New York, in Massachusetts, also it has been determined that the successive disabilities cannot be so connected as to keep the case within the statutory cause.

If the suit has once begun, no new proceeding or disability will not avail to bring the case within the suit.

As an instance: if a man is defrauded and dies leaving an infant aged one year, the father being under no disability, the suit began to run up on him. Therefore the action must be brought within 20 years. If it be asked why this distinction is taken, it may be answered that the state preserves one, for those disabilities and suit at the time the right is only com
The possession of the land by the plaintiff does not, in the absence of any actual possession, confer an estate in the land, but is only a constructive possession, revocable at any time. The evidence shows that the possession of the land by the plaintiff was not actual, and that the defendant, as owner of the land, had the right to revoke it at any time.

I doubt whether the rule holds, against a person not having been in possession for 20 years, if one after has had possession during that time, since there would have been no defeasance, or notice for the twenty years, for if there has been no possession there would be no notice or defeasance. The statute confers upon the owner of the estate the defeasance of the owner. Besides, there is another rule which seems to require it, viz., that where the owner or possessor was vacated, that no person will be at law to defend.

But the rule has not been applied in every case, where a right of possession has been deemed equivalent to an actual possession, even in cases where no stranger is in possession.

So that there is no need of actual possession, as in Carey.

If the owner of lands deprived, bring an action of ejectment within the time it is not removed, and it will not prevent the right from being against him.

This is an unimpeachable possession for 20 years, as in Deo v. 15, and is not only a good defence.
The action of the owner. But, goes to maintain an action to against third persons.

Chapter

There is the diversity between the two rules. In one position for the 15 years, with it only, the defendant title, but in the other rule such possession for 15 years confers the absolute title.

In the therefore after such possession for 20 years, will not prevent the owner from bringing a real action for the title. But in law he can never bring any action.

It has been determined in the that successful masters in continuous for 15 years, will bar the owner of his action.

The suppose three different persons successively to dispute each other 1 year each holding 5 years; now the the first owner has lost the title being master for 15 years, can neither of these three having the possession but five years maintain an action for master against another.

Surely shall not in order to prevent the controversy which would otherwise arise shall the court decide that he could.

The possession which bars, if the owner gives title must be an adverse possession. In here is no presumption of injury of the title, so the suit goes upon the ground of suppression rather of such buy.
Possession of another that the original owner has abandoned his rights.

And adverse possession of one of two joint tenants or tenants in common will bar
the other.

If therefore one of them attempts to enjoin the
whole estate the must prove an owner a possession for 20 years. But adverse possession is not
enough.

And what shall be deemed an adverse possession by
possessor is a proper question to be left to the jury,
from which extent of possession by one of them.
The jury may presume
suffer
the facts in possession claim under the lecture
of the facts in possession claim under the lecture
August 11th, 1830.
and such there is no title acquired by possession, for 15th. 29th, 355.
the possession to gain a title should be adverse, for 29th, 245.
otherwise there is no owner in adverse possession, as required. 4th. 8. 222
abandonment of the title by the owner.

Also, possession by a particular tenant does
not bar the remainder man or reversioner. For the
person out of possession should have the right of
possession during the process to lose his title.

While adverse possession is valid until a
tenant at will, there should be strong evidence that
of an owner. Presumption evidence however will not
suffice. But if he holds under another than the
owner for 20 years. Then no good evidence of an
As a general rule that protection by a decree under a claim of right independent of the title of the true owner is invalid.

But where the act of limitations

The action is founded upon a clause in

the lease giving a right of entry to the grantor for purposes of reeve, remains, not necessary to

put out the action, he need maintain "title," and an actual entry that may bring the act

of ejectment within it. This is accountable

for with the "title of the action."

And indeed it appears to be a general rule

true that where an entry is necessary to con-

clude the plaintiff's title, an actual entry is

not necessary, nor where the action is to rebut

the defendant's title an actual entry is absolute.

It appears a very ordinary case that the

reason thereof to be that, in the latter case the plain-

tiff's right of action accrues when the controversy

as the凭什么 of eviction, and in the latter his

right of eviction accrues upon the entry actually

made. The enjoyment of the tenant in the first

cases gives the owner the right of action; but in

the latter reeving gives it.

As a general rule that he only can

maintain the action who has the legal right of

possession. A mere possessor may then maintain the

action as the defendant to the use of trespass.
A more equitable title is not sufficient. In the

The assumps of the mortgagee may also make
down the action to show that it is

If, however, the bond is afterwards mort-
gaged, the mortgagee cannot after bond for the

legal title of the debt is given to that of the

mortgagee. And, moreover, the mortgagee is

permitted in the law practice to bring the action

against the debtor, provided he gives him notice

that he does it merely to secure the debt,

and the debtor will never permit him to come

in with any opposition.

And the mortgagee may recover in the 14th

treatment of the money be mortgaged on the day 2, 18th

and he eventually paid. Thus no money is

called an outstanding item.

The general rule is that the loan is

The legal title may recover in this action. No. 201, 182.
The equitable title is not the defendant, as well 18th 182.

in all cases in a stranger.

In some special cases however, if the

law has somewhat relaxed this rule, in some

cases when notice of the equitable title. The

principle of these cases is shown by a very

questionable. There is no need to break down the

wall of partition between Pt. at 3 1 1 of law.

It seems a departure from the principle
...to admit it raises in practical and the greater confusion an difficulty. And more can what support of principle are no longer considered law, and one who admitted by the latter decisions is a general rule that the plaintiff must recover by the strength of his own title, or the weakness of the other, so that the theft may appear from the theft by proving it in a third person.

But this, the theft must in general defeat the title of the plaintiff is proved to be a third person, yet he cannot do it, where the plaintiff holds under the theft, or where he holds under the theft. For here a case is the nature of a theft yet applies, for he cannot dispute a title which he has admitted to give or gain possession. This is not strictly an interfet but analogous to it.

Upon this same principle if A claiming under A adverse to B, after the lease it brings an action of ejectment against B, it cannot dispute the title, for he has taken possession under A's title, and enjoyed the land and profits under it, a part rent under the same.

These cases do not from our examples to the general rule that "the theft must recover by the strength of his own title," because they go upon the ground that the theft cannot be admitted to show that the theft had not the legal title.
A devise of a term for years may also
buy this action with the consent of the execuc-
tor. What else is the remedy of the devisee if
he execute will not accept, application must
be made to the ecclesiastical Ch, or Th as may be.

In one case however I believe that the devisee
may bring the action without the absence of the
executor, as the legal title must reappear to
be spent.

When a freehold is devised the devisee
may recover it immediately without the ap-
pearance of any one, the executor has no interest in
the freehold so that his relief is not equivalent
nor that of the heir as his title is devoted to
the devisee.

The assignee of a bankrupt may main-
tain the action for recovery of lands by
proof at the time of bankruptcy, as they by statute
are vested with the legal title.
The committee of a lunatic cannot maintain

The action to recover his land must be brought in his name, the legal title not being in the committee. And the necessary lease is made by the committee under the order of C.

The owner of a lunatic is entitled to compensation, who is appointed by the Order C. The action of a lunatic must be brought in his own name by the committee.

Where a man dies leaving a heir for years of which he has been owner, the action must be maintained by his personal representative.

If one is disposed of an estate of使用权 to a minor, the same devolves to his heir. The heir claims, however, from the ancestor who was last seized, a cannot through one who never has been seized.

It has been determined in this, however, that the heir may receive lands of which his ancestor was never seized. The reason of this discretion is to be found in the phrenology of our state, which only requires that the ancestor should own the lands to enable the heir to the descent, but as to the person was residing.

In which cannot in an action the action for lands and such as held there, even if he holds a tenancy in some of a house, he can bring the action for an outlet, he being permitted to
In some of the states, however, the rule of
the whole, cannot, hold, and it is resolved
also, who have become encumbered
of the estate may remain, and, the
notwithstanding, that the
right of redemption is in the

It has been determined, or ten, that if a tenant,
common tenantry, in the action of
several years, in common, may join. It is an anomalous
parlant is certain, no probably, is certain,
by tenant in common, to join. The
When only, I take, have a joint title should then,

Of the pleadings in the case.
The declaration in ejectment should state the
plaintiff's title as it is, at the time of the action.

But the rule is that, the defendant, by the
plaintiff's title as it is, not, he states the nature
of his title, but, he may recover the estate,

And in laying the right, of not
necessary to state the estate in some the act, but
It is sufficient to note that after the debt
accrued, he made entry. This regularity of plunders
may be accounted for because, the action being for
bills the entry is not transmissible, because the
entry is not permitted to relate unless he admit
the entry. And no facts need be truly laid here
which were transmissible. But their will not account
for the practice before the action became transmisible.
In case it is not necessary to adverse an
entry, or here a construction for which is equivalent.
As an actual.

The action must always be laid as regards
quidest to the acquiring of the plaintiff's title.

It is said to particular time of the suit.

If need must be laid, it is sufficient that it be
awarded that it took place after the plaintiff's title
acquired, before the suit brought.

The bond or support suit the suit be consequntly

24th 1409.
25th 2650.
30th 1570.
21st 441.

The bond's subject is generally accounted by
a description of the town or parish in which
the land lies, of the boundaries, and a statement
of the exact or estimated quantity. The quality
or condition stated in the declaration.

On Entry The bounds of the land are
Real Parties.

Chamber.

With regard to the claim of the party to the land, the law, as it stands, requires that every piece of land owned has a proper name.

The land in question is described as being a certain piece of land in a certain county, the party owning it cannot recover. But in another county, the party owning it cannot recover, and in a third county it cannot recover, for I will name the same party.

The land is not bound, however, to state the exact quantity for the declaration in the suit, but he can recover as much as he proves to recover, but he can never recover more than he can prove.

By the same principle, he may recover for a debt which was not due, and recover the same.

The deed in this action must be proved, and the claimant, as yet, has no proof that he was not in possession at the time of the action, though.

With regard to the claim of the party, there are limits and restrictions under which can be done.

The deed is bound to follow the general plan, unless the party gives him leave to enter into a special plea.

The general plan in this action is the
Real Property

Land if the lease be only made and has any
be a confirmation of it, that confirmation
valid, is not expressly the acceptance of rent by
the lessee, after notice of a breach of a condition
of the lease or a manner of the condition.

When the lessee receives the notice of
breach, and makes the rent from then as laid it to a
common account, the landlord not from them
earlier as said.

Of the verdict and judgment.

The lessee may recover according to the title
set out the issues that is to say and more.

of the property and interest thereof or anything
therein after the verdict and judgment follows the
party.

If the landlord after the declaration, the they can
set it to the said.

If the lessee declares for several subjects
succession and several titles to and one of them
do not recover then one.

And if the declaration should be good the said
sum will for the other the may recover
the first the he cannot for the balance
for this will declare for land only he
would recover and the buildings and all the appur
items as they all rest under the general
use of land.
Shorts

If the party desiring judgment or execution of

leave-presses the blank to the above, to which he desires

pasture or to the city, to leave copy with the

Equal shall bring in the blank, and make it known to the

Judge, such as the same in uses.

But in writing the note is that the party is

date and balance of the note, or that of the

shall not be sold, but if it is accomplished while

The judge is about as much as

If the term for which the note is

time expires, the entire amount is

is after the note has been on the judgment

in the blank, the note has ended them again, he

may have a new execution as a new judgment

may be issued at the time, if they write them

an attachment against the note. So continuing, it

But a subsequent notice by a stranger is so

the face, then the note shall remain. The same

of a new blank, for time is not all of the

must be the basis of the note to the receiver of

on the blank, in the case to have a record

or that the blank immediately come another

blank by order of the same. The blank is

be executed as a note, and in a fir case to

order of the same. The blank is...
Real Property.

Action and Judgment.

In the action a compromise by which a new suit with the same parties as the old suit is brought, the latter action cannot be abated, as is the case in the old suit, because there is a new act in law, so that the new suit is a new act, as it was before.

This is the rule when the judgment is for

In the case of the judge, it is for the new suit, and may be obtained as well in other actions, as this court has observed, for here the effect of a new suit is a new action, and the same. It may, however, properly be held that a new suit could occur as well as other actions, but these cases are not now.

In the practice of law, a new suit can be maintained by either party on the same

In any other case, for here there is no

In fact, so that judgment is a bad in the action, as well as others, as that

Herein is the reason for treating new suits as in other actions.

Recovery of the same property.

A suit to the full in equitable having

Establishes his title, it follows that the right

from the land of the vendor has been transferred to him.

Hence, after a judgment in equitable, the land

was in the action of the suit, against the

court cannot be, as was not in a manner to be

action is basically legal and action of equity.

In some instances, and the moving is now.
The address of the participants never went to the\nresult of the meeting, but we managed to have a\npositive outcome of the meeting. This was a great\nachievement, and we were all very happy.

The success of the operation was due to the\ncommitment and dedication of all the\nteam members. We worked hard to ensure\nthat the meeting was successful.

The meeting ended with a\n
successful resolution of the issues discussed.

The participants\n
agreed to continue their efforts to achieve\n
the goals we had set for ourselves.

The meeting was a\n

success, and we all look forward to future gatherings.
Firstly, an actual physical event occurs but no immediate result is noticed. In the interval, further damage may be caused in the action of accretion. They proceed by the action with a continuing process, over time. It is virtually the same principle as in the case of the river. Damage to this action results from a slow, steady process. The cycle needs not involve the entire course of the body. Wherever there is a recipient of the action, the damage is evident.

The second, as conclusive as is the language, is more complex. The process is not complete at the moment. For instance, in the case you need a matter as long as the body of the recipient, and may require a little or much time. The latter is in the action of accretion.

But has a unique occasion for a distinction. The first, by far, an action is seen. The right accrued right is evident, the action ends. But if the claim, you refer to a profit or an accrued advantage to the other party. In the claim of money due. The left never controverted the claim as in those where the claim was a necessity before.

The self-defense argument in his favor is clear. End for the

...
This action must be brought within the suit of limitations on the warrant, to which 6 years only are allowed. So therefore the 3 years have been calculated in this case. The plaintiff can and recover for

The day that an action was brought in the
name of the heir a nominal person, and the
nominal plaintiff being a real person should release the
warrantee, the debtor would be deemed a contemner or defendant by the judgment of the test

if one tenant of common has been wronged
wronged in ejectment against the copartners
may then have an action of trespass for the
same purpose the rent could not be paid the debtor, as
cause this second action to improperly incident
to the action of ejectment.

Finis.
Real Property.

Action of Trespass upon Land.

This action is brought upon the personal action of trespass. The object of this action is to name and punish, as an actual trespasser, a man who may be an actual trespasser, not a mere

invasion. It is probable, however, that in some of the states, that a right of possession will suffice for

the action as it does in case of descent, but it is otherwise in England, in both cases actual possession

being necessary. In one actual possession is not requisite to bring this action, unless there be some

opposed actual possession.

Punitive damages may be very little

adopted in the U.S.

This act to constitute a trespass must

always be a misappropriation. There is a simple instance in Mr. Bost's case of nonappropriation nearly this effect,

but this is considered a regularity. The case is where an officer has a court and takes the land of the debt

or does not return the land. Once trespass will

be. And it is said to be found on this decision to con

tinue the court. But if the officer could come

out to the court and he had no title he would be

punished. But this cannot be proved. For the con

science of the court can only be accused to the

decision of the court. But if any title be given as a

punish for he is guilty of one
Breach

This action does not require that the will should come in with the injured party, but it is not essential, he would not be chargeable to answerable criminal. It would be no crime to say that he laboured under a mistake. It must be
The principle of the will's not being essential aSmoke is answerable for the act of a tenanted
sor. But it may be in the pursuit of his law
ful action business commit a trespass he is not answerable for it. But the facts must be taken into consideration. It must not be in the pursuit of lawful business, but then must be an exercise of due caution and pru
dence. It is as applicable in taking upon the
property of I. I takes that off. I'd let it be a trespass, a mere mistake will not excuse him:

The only excuse that he was in pursuit of lawful business.

Whenever property is delivered into the hands of another in confidence a trust confidence is abused. This action will not lie. It is said that were there is fraud it is an exception to the rule that mere not be considered an exception, as the fraud destroys the confidence to delivery, so that the delivery is confidence is destroyed by the fraud.
Real Property

Overpass.

Where a man commits an abuse upon any land demised into his possession, an action of trespass on the case will not lie, as where a man plait a rope of anoven, &c the lessor great, always there. The owner cannot bring this action.

But if it exceed the bound of the licence it becomes a trespass. As where a man cuts down a tree having a lease, &c as a trespass because exceeding the limits of the licence.

There was a confidential delivery. —

If a man enters a tenant's house by breaking in, &c he is liable for damages, but not for neglecting to pay his bill, 10 Car 46.

There is a difference between the right of action in the owner, where the property delivered is personal & where real. Where a tenant is an possessor of personal property, the general owner is not liable for trespass if he takes it away. This is a settled rule. But in land, it is otherwise, the owner would be liable for trespass.

If a man has a lease for life or years, & any one should destroy the house, trees, &c, the lease is answerable. But the owner for the waste, consequently, the trespasser is answerable to the owner. The ground of his right of action is that he is liable for the waste, and has the lease.
But in personal property the bailee has always a right of action against any one taking it away, or injuring it. But it equally belongs to the owner in the case of lands if he has exercised ordinary care; and then he can have a right of action, when the owner has no right of action for the whole damage.

If the bailee first ideas, the action, the bailee cannot sue for the whole damage. He may recover his special damages. There are too many cases in which the bailee may be liable for all damages; it proceeds upon the law, the bailee is entitled to the action.

But in personal property no case in which the bailee is subject to no liability, there the law entitles to the action. Their liability is the ground of his being entitled to the action.

The breaking of an outer door by an officer is not a trespass. But if a man fails to an officer a porter's lock, shelter so that he may break the outer doors. The officer has become, when the man be his guest. If therefore he breaks the outer doors.

But if an officer after breaking open the door, the house trustees bring upon the property, or that it is lawful, if it is not he then is bound to leave on the property the court order.
In this case, to be in that manner. An officer was always by breaking the law, being upon the property, but I should think that it ought not to be allowable for an officer to break a law unless in cases of extreme necessity.

If the principle is allowed, the law forbidding Cooper's breaching of the law is almost nugatory. But there is a case in Cooper, which appears to imply a change of opinion in the Case. A person owns a room in a house, the outer door of which was always open, and officer levies an execution upon the house: he contended that the levy was illegal, because the open door was an outer door; the manner in which the officer was employed implied that such a levy after breaking the outer door was illegal, or else why should any notice been given into the description of the house? Should be considered as outer door, otherwise it would have been to the manner the officer gave a breach; in breaking the door, the levy is good, but then describing the point about the door shows that they considered it as deceiving of the court whether the levy was legal or illegal.
This action cannot be brought by an owner, where possession is not evaded. If it be not the case of a desirer and action of trespass may be brought for desirer in situs, but after the desirer and possession of the desirer, neither the owner nor any other person can bring this action. But I apprehend that generally, in the case of actual possession it is not necessary, unless indeed there be an opposing possession. So that when it is said that this action will not be except for a desirer where the owner is out of possession, it holds true with us also, as a desirer is an opposing adverse possession.

There is a species of invading possession which will not confer upon the possessor the right of action. As if a man should go without licence or plough up a lot, this is an invading superior, there being by the supposition no presence of claim in right, and cannot give the intruder a right of action.

Suppose a man to execute authority negligently, so the authority points out what he is to do, if he takes another man's property by mistake the cattle not being described in the authority, he is liable for trespass, but if the cattle were described in the authority he would not be liable for trespass, or rewards. If he seized Rattle's cattle, he might not belong to the person against whom the execution was levied.
An involuntary trespass will not show support that action. The mistake may extend to the mitigation of damages. But it will not bar the action. Suppose a man enters an authority as an execution in a man in which the law directs, the officer is not liable in trespass, nor is in respect. He takes cattle, deer, cattle, in the wild, still they do not belong to the stuff in question. And trespass in all cases lies against a man for executing a process of law, in a manner which the law directs. As if an execution issues as a judgment without it afterwards act arising as a writ of error. But is a voidable process, but will justify acts performed under it. For the sheriff is bound to execute process committed to him. As a licence from the court, particular any act done unhand, the licence has been afterwards determined.

If men are employed to commit a trespass, they do it without knowing it to be so. They may recover of the person who gives the consent. Also they will be liable for the trespass, if they know the action to be a trespass they have no remedy once.

A wife is not liable for a trespass committed at the command of her husband. This depends on the principles of

...
A man may commit trespass not only by himself, but by his dogs or cattle &c.

In some cases at mortem, &c. præterit. must not be read in præterite.

An entry on a man's land is trespass. whatever the damage may be—it it be without permission. But an action could not be supported, where the damage done was merely nominal, or the maximum de minimo non curatur.

But for some purposes, if entry on a man's land is lawful, you may enter a man's house to pull him down without his permission. As I suppose any lawful purpose will justify an entry. There is no question in fact that you may enter a man's land to kill beasts, &c. without any permission. But here you must pay all the actual damage. And when you have a right of recompense, you may enter a man's land to take the property. But you must pay all actual damage. As if you find a cowsty on your horse in a neighbor's field, you may enter to take his cow. But here the owner may arrest an entry, induce contributory damage & so receive from it for the miscarzi, as he would in an act of the same sort.

Burjaft is an entry upon a man's land without permission & doing some damage. By the old laws the most eminent damages in suffecto.

It's entry is lawful, while it is made to execute a duty &c. when it is made to the defendant's use, &c. has been committed. A tenant at will can give no assurance of his action against a stranger.
The law of trespass on one's own land is as follows:

If a man builds a dam on his own land and it injures his neighbor's pasture, does not lie but case does.

If a man commits an act which at the time was felony, at the same time as he has the law of the hangman, this is his own law of the case. The trespass is said to be merged in the crime. And this case does not apply in this country. For the law of capitation is here unknown. A person having a license by law a trespass, this is not a trespass as in this country. You may break an outer door to enter a house, but where a person has been taken in a civilized society, the outer door may be broken. If the outer door is open the inner door is protection in any case. If a man has his family in a building, Campbell. By leaping, the outer door may be broken, this has been decided in this state. A house door of a public house cannot be broken, even the outer door must be left open. And it should support that a room in a private house could not be made open if occupied by an individual living in it.
Real Property

The acts in which a person may enter another man's wild lands to seek for bee hives, and that if a swarm of bees are found they belong in whole or in part to the finder, this found in another's land. So of a nest of rabbits. In some places there is a custom of giving part of the bees to the owner.

But the finder has no right to cut down a tree to procure a hive for he will be answerable for the damage.

Those already noticed the right to enter another man's lands for the recovery of his property, so also the right of way where one man sells a piece of land surrounded by his own here the purchaser will have a right of entry. But he will not enjoy this right if he obtains the lands any other way than from the owner of the surrounding lands.

If personal property is tendered he must take it, if not he may take real property if then the officer should take a piece of land thus surrounded by other land belonging to the defendant, right of way will belong to the defendant, but he must look it from his own choice, and no right of way was claimed.
Meal. Mortgages.

This action is often brought to try the title so when two men disagree with regard to the title of the same real estate, either a defendant trespass, the real owner, the person in possession, think trespass or breach of the peace, in which action as decisive of the title cannot be tried by the law, who try the trespass, but the law requires a person to the title that he will commit it to a superior Ct. A capable of trying the title, and where the right of title will be decided. These suits for breach, when brought before justices, can be removed to superior Ct. to try the title in various ways.

But the decision of the superior Ct. here is not conclusive, as new and more to convince the parties of the right of title belongs. No another action for the trying the title must be brought.

In most cases in actions of trespass where the title is not tried there are certain limitations as to costs. But if title is plead a the case is tried in respect to title the whole costs will be awarded.

With respect to the remedy in that action or in actions, great discretion is necessary, since a abusing error may be highly expensive.

In this action as the case, it must be considered that actual possession was had, and a description of the subject. The description must be taken into your close in all cases.
But it will not be necessary to prove an actual case of arms, that is a legal question.

It is really questionable whether the words force of arms are necessary. If you state the act made at the trial, I do not believe it necessary.

The reason why the words against the peace is that formerly it was customary that whenever a man was convicted of trespass he was fined by the sheriff in order to institute the public to the fees. A breach of the peace should be alleged. This it was nothing to the jury, but that is now done away. These words are not necessary. It is true there have been some decisions in which the necessity of these words to force of arms has been urged, but they probably will not be adhered to.

If the injury is done by cattle he made of trespass and that the defendant conspired with his cattle.

In order to prevent persons having no title owning new lands over great distances, we have put authorizing a recovery of treble damages for such injuries.

You cannot recover upon that statute where there was no intention of violation, the same as independent of the statute. The damages are recoverable in their action as well as the general.
Supposing an action to be brought upon the
stat. at or in the course of the trial it turns out
that the deft. acted honestly so as not to be
subject to the penalty, should he be liable for
the damages which would have accrued at
82 if it has been determined that he would.

But you cannot bring an action upon
the stat. after a year has elapsed, as it was
at 82. And if it turns out that if the damage
was a year a six before the action brought upon
the stat. he will be liable as at 82.

But suppose the jury go out in the
case as above against the 82 penalty is not
incurred, so therefore bring in the damages, so
dollars for instance, it will be presumed
that they mean the damages at 82 but if
they 82 should happen to bring in that they
mean to liable at 82 there will be a ground
for a new trial.

If by setting fire to brush any injury arises
which was not contemplated, it is not grounded
against by the 82. The deft. is not liable under
82.

Under our 82. A suspect of committing
a trespass is the night, he may bring himself
before of justice, if he does not adjust himself
under oath, the justice finds him guilty. But
it is held that there must be done ground
A man may be sued for the trespass of his cattle, but this is not required under the statute. And the statute is not found in any other act. It is not necessary that the cattle should be used always as in the statute and there are universally approved.

The action of trespass may involve the title of the land.

This action is a personal action; the design of it is to release cattle that are impounded, as matter whether they are as legally or not.

The person whose cattle were thus impounded then has a right to a writ of reprieve for the recovery of his cattle, for which he must give a bond

2. The bond enable him to have his hands taken his cattle, if the impoundor should recover damages. The cattle there are released, and the impoundor under his bond comes into court and advertis his right to recover damages, which right is to be determined by the court. If the impoundor is entitled to an execution, but cannot take the body of the person whose cattle he impounded. But if the person refuses to pay damages, he has his bond and unless he is made answerable for them.

Suppose the man whose cattle were taken then sets up as his defence that it was no trespass as the land belonged to him, then the title of the land must be tried.

But if the plaintiff should prevail, it becomes
an action of trespass was entered against the debt
for negligence. Times
This is an action given to the common law; in the county of August 1873, against the tenant. It was not known to some continued cases at law, but now to state in equity, to that against all doubts on the life of a year. It has become a question in this county, whether the action here is, it originated from the opposite position. The title of the day are local, many of them undoubtedly are so, but the true line of distinction between the stats which shall rule here a more frequent should not appear in any sight, but to be that Rose slapped before the invasion shall operate, and not those which are number of the latter from East.

And wherever one gives a law of that nature which from its nature must be local it has none no effect, but wherever I have given a law in any which may be highly for some of the interest of one community and we have no state upon the subject, then such law is completely adopted here as a matter of convenience.

So that the action of waste being of very ancient nature, we are to adopt it here and it operates in less except in those cases where its operation is merely local. It would be useless or ridiculous in us to give it the same effect in similar cases.
Real Property.

Waste.

But where we have established some rules and rules of action such actions the cases differ.

The action of waste is one given to the owner of the inheritance against him in possession of the estate, either by operation of law or as done so by express contract of the parties or by a lease for years. This definition is not perfect.

This action is then entirely different from that of trespass, for it goes upon the supposition that the possession is taken with

It was formerly law that guardians were liable for the waste of their wards, but this is not now law. It did not formerly lie against tenants for life or years, but now it does, except by the statute of Gloucester let him come by contract or devise. All tenants in chief for life or years are liable.

In an action of waste you recover held

damages and for the thing wasted. It has been determined that this act extends to all tenants.

Suppose the lessee abandons his lease, the

abeyance is liable but that does not discharge, the lessee, he is still liable. The abeyance is liable in consequence of the enjoyment, not
Real Property

Under the consequences of the covenant, the lessee is liable to every breach. But the lease being for a

There are two kinds of waste and voluntary

1. After fixations, one where the man is a

2. Before the waste, if the remedy where

the tenant permits another person to commit

waste, so he was ignorant of it he is still liable.

In some cases there may be security given

The tenant against the landlord, but it is

particularly hard against tenant any damage or

no security can be given. It is apparently hard

how the tenant should be liable for waste of

which he was wholly ignorant but he should

be provided as such.

If the tenant is delinquent he is entitled

to an action of trespass on the waste. The

tenant is not entitled to writ.

In case of bear & game, for every

which a woman committed before marriage after

she is liable together with her husband.

So that this action must be brought against

the husband, if the wife has been guilty of

the husband is liable for all her wrong

before and during coverture. He took her for

This action does not lie against the ex-

cept the tenant who committed waste.
It is a tort that no man's executor is liable for. If the man's personal estate for had been
wasted, or if the waste was not only after the man's death but before his death, the executor liable, on the
score of the estate being benefited by the waste, is not in the action may be so
recovered as to recover and set them, but not ground
ed on the lot.

If the husband or wife commits waste, or if the wife has the lease, or the husband
commit waste he is liable, but it is said
that if the wife dies no action will be
but there is against authority, and probably
would be lost if the wife commits the waste.

It is not after death, as action will be
against the husband, for her is any liable for
the conduct of his wife during lifetime.

Against lease of land after payment?
while any claim exists, the action of waste
will not lie. But he is not considered as being
a right to the subject of waste, or an action
will be against him for the value of such
object.

Neither will the action lie against
her, or at will, for the moment he commis-
sees to commit waste his estate is determined
the first stroke that he makes Wil is a base decision his estate is therefore consid-
and a breach.
Real Property

Waste

It is certain that the action of waste will not lie against the mortgagee at law so long as the mortgagee has the estate, so the mortgagee can order as much done whenever he likes, and as he has no estate at law, no action at law can be brought against him.

The mortgagor cannot bring this action at law against the mortgagee by having no title he cannot have an action against him at law, but the 62 of 62 will grant an injunction to stay waste.

If the mortgage is redeemed all the persons to act to be accounted for.

But if the mortgaged premises are not of equal value with the debt the 62 of 62 will not grant such injunction.

If the waste is in any manner occasioned the tenant will not be liable.

Whenever it is the fault of the tenant will 62 00.

Whether you contract, that the conditions of the contract 10 00 are met you or not perfected you are not liable.

No person can bring this action except the remainderman must be in no fact an immediate remainderman man can bring the action.

And an intermediate remainderman will pre- 62 00, vents the remainder man at the inheritance from 62 00 to 62 00 action can be brought at law for in this case but 62 will grant an injunction to stay waste for either party.
Waste.

The doctrine about the waste committed in the lifetime of the ancestor is that the heir cannot bring an action for waste committed in the lifetime of the ancestor. The reason for this rule is that the heir was once that no person could bring an action for waste committed in the lifetime of the ancestor. By the nature of the statute the heir should be entitled to the action. By the nature of the statute the heir should be entitled to the action. The reason of the statute is that the latter of it will not apply to the heir. The heir may sue for a waste committed in the lifetime of the ancestor under the statute.

Waste may be committed in houses, gardens, lands, etc.

To know what will be waste in houses depends upon what is the state of the lease. That generally depends upon the contract, but there is still it is to keep it in repair. If no contract be made on that subject, the lessor is bound to keep it in repair, but we are accustomed to have the labor done by the practice of the contract. When waste is made, the landlord is to repair it and if he does not he is simply as when he took it. This is strictly impossible as account of the natural decay.
Real Property

The rule is that if he took his house tight, and dry, he must leave it so. So if the owners were whole when he entered, he must leave them so.

But we need hardly be mentioned that the destruction of any out-house or for convenience to waste.

If any destruction happens by a tempest or any act of Dei, he is not answerable for.

The waste, be he may be for not retaining or may not lie. A part of the roof of the house is taken off so that if not replaced the house will be ruined, he must repair the roof. There are many strange times cases on

the subject of waste.

Therefore the lease pulls down a house, shall build a larger a better one. This will the waste. The principle of all it seems to be that

the lessee must not change the contents of

the property. But I do not think that would he considered as law at this time.

If it was wrong to do it without licence, it was damnum absque injuria.

There has been a great revulsion of opinion respecting waste. In those cases where the

landlord removes certain articles which he has

appointed to the estate for his business or the

old rule was that nothing fixed could be remo
Waste in lands. Where there are banks or walls to keep out water from lands, it is the duty of the tenant to keep them in order and the drains so unkept they be a contrary to the contrary.

Has the lessee a right to dig for water? If there were any open at the time, he has a right to dig; if there were none open he has no right to dig.

I do not think that it would be considered waste here now.

To alienate any change of the land or arable land into meadows, although benefiting the estate, will be waste.

There much question whether this principle would be adopted in our law.

But if land is sometimes used for two different purposes it may be used for either setting up new fences or digging ditches to improve the land or waste.

It is not waste to dig for water if the terms of the lease give the liberty to have it done.
If a man is negligent about his farm by
permitting his trees to be burned, this is not waste.

By waste in timber.

By the 64 no tenant has a right to
any timber but what is necessary for repairs.
This law is strictly necessary in Eng., but will
not be so rigid in our country.

The tenant has a right to fell trees
plough posts, which is necessary to make fences.
But they have no right to take timber more.
More or less can be said. Most these rules will
not prevent here. There being but little kind of utility
here.

What we timber trees is very much better. 64 is
much in Eng. But in our country it is highly
useful to cut down the trees.

But the tenant has no right to cut
down any trees which are set up for ornament
or shade.

In one case in Eng. a tenant sold the
trees and applied the proceeds to repairs, it was 9668. 223
deemed waste. As it was left some years. Then
he has applied the trees. Himself

With regard to gardens, culting around. Find 2364. 23. 17.
trees to its waste.

If a certain man or woman is excepted by Eng. 90
the tenant is not considered as so peculiar:
or what is shall be transferred or not waste.
There has been a question what is recoverable
from the waste of a tenant who is now settled
that the whole land shall be recovered.

When the inquiry is necessary by the act
of God, the tenant must remove if it can be easily
done, and he is not liable here for waste.

The cases where he may be excused grow so
vague, it may be difficult to determine.

Of the often interference in case of
waste, on the apparent necessity that unjust
should be prevented that could not be under
the better rules of law. Wherever it is insisted
in any desire that a person shall have an
estate for life without misconduct or
waste, the law of laws cannot here interfere
but let it be done in some cases interfere
in such waste, not in ordinary cases but only
in more in which the world was malicious.
not in ordinary waste. As we have before in
more cases, all where they concluded that it
could not have been the intention that
such waste should have been committed.

There was a case where a mandate was
required to allow a tenant remonstrate against
infringement. There was a very close case:
the point of your weapon or the manner made
the other being away with his son and the
clown went to the landlord advised to sell the...
Dated

But he never would have made them. If so, their
not worth. But you don't lose it, it was taken at one
waste, but if those trees had been growing in
different hands, he had not thought that would
have been so long.

Cutting down trees and no more urban
also will be considered waste.

At all in all such cases, will
grant an injunction to stay waste.

If such a tenant destroy a house, they
would construct him to rebuild, they had made
a contract of tenancy, which is
always laid with the utmost of secrecy.

Chancery has granted an injunction to stay waste,
in one of these cases. An enforcement of waste in
one of the waste was not intended to be prevented.

Another case where OH will interfere is when
the legal owner is trustee for some one else. But
OH will protect equitable rights also.

Another is where a positive rule interferes
as in an estate for life remainder for life remain-

See at law the remainder man in fee bar
no remedy, therefore 
will interfere to prevent
waste. 
will also interfere to prevent waste
of the property of an infant child.

When a man had a lease of estate unpaid, the

mind of waste and understood
Nuisance

If the mortgagee in possession commits waste

The mortgagee does not wish to take possession,
he may file a bill in Ch. to stay the waste.

May. The mortgagee commits waste, if

the tenant be a sufficient security, he has no
right to commit waste; this he must agree
for it, but if he does when he has a right to
which is where it is not sufficient security.

Nuisance

No complete definition of a nuisance can be
given. I shall speak of it only in its rela-
tion to real property. It is defined to be any
thing done to nuisance. The lands belonging to
an person.

If a person has received an injury from a
public nuisance he may bring his action for his
private damages.

A nuisance is never a direct attack on
private property, for that would be a trespass
in & arms, but it must be in its nature
consequential.

One man builds his house so nearly
lancet of another it is called a nuisance.
but I should think that the act of others
is not part of it at all. But the act of others
may be a nuisance, as the term is applied, as
the other makes the nuisance.
A third species of nuisance is the act of a person in a trade where there is no necessity for it. But here there must be a prior right on the part of the person complaining as to the building of his house.

There was a question whether a man could build a stable so near a house as to make it unlawful to sell the horse. The noise of the horses prevented sleep, and it was held unlawful to sell the horse. The nuisance of the stable, whether such a nuisance would be a nuisance.

The stable was erected and the noise of the horses interrupted the neighbours; the judge held that if the person building had no other place to build it, that it could not be removed as a nuisance. For men must be permitted to carry on their business.

It has been a question whether the obstruction of a line of prospect is a nuisance, but it is now settled that it is not. The principle is one where two or more coöperate
Murrance to Lands.

No one has a right to raise dams to overflow the lands of another; this must also depend greatly upon priority. For if a man settled on a new town to carry on the trade erected dams on which overflowed neighboring lands which are not occupied nor owned, it is no murrance. But if the overflowed land which will probably be occupied by the owner it will be a murrance.

If a man who has a stream of water running through another man's land, no one has a right to turn the course of that stream. For a man has a right to a stream of running through his land. But if the stream had been diverted before any title ever had in the land, no complaint can be made in land that the water would have run through the land if it had not been diverted.

No one can divert such a stream or add to it. But you may divert part of the water in your own stream through it all seasons of the year below. The stream of water which is first diverted cannot be intercepted. This depends on prior occurrencies.

Streams of water that persons have a right for the watering of cattle or if any person sets up a trade which follows the water so that the cattle could not drink it it is no nuisance but is.
he had set it up while the lands were new and unoccupied; it would be different.

The principle of first occupancy has great influence in these actions, which are very numerous.

If war be enough to answer his ends, therefore, we must know, how the despiser of the second, can run with his lands.

The ownership of the spring is of no consequence, prior occupancy of the streams is the great point. No one must interrupt it until so great a use of it was made as of by anyone in his course.

The general rule in all cases that every man has a right to pursue his own trade, is therefore. The another man sets up a similar trade. This requires either it be common

across any man. But there are some cases in which a person has acquired a right to the particular trade or employment by grant, or

by prescription. If one man has long had the privilege of a certain place, in which he has been long subject to the control of the legislature, he cannot be interrupted in his trade.

Where the legislature have a right to control or grant a certain trade, it cannot be interrupted by the setting up of the same trade near it.
The cases in which a right to have all the customs of a town attached to a particular mill exist arising from the supposition that the mill was erected for the convenience of the town, and on condition that they should support it. Where lands are given to a man for the purpose of erecting a mill, I shall think that no one else can interfere.

A man may purchase a right of way over his neighbor's lands, which is an intercussed beneficium, as it goes with his land to the heir appurtenant, devisee, etc. It may be impeded with, in which case he is to pay in the most convenient place where the least injury shall be done.

There is also a right of fishing, in navigable waters and in waters dependent upon custom, and in navigable streams no one has a right to fish except on the land of the proprietor of the waters. No one may have a right of fishing in the river, and may go in boats, etc., to fish. But it is not unusual to acquire this right of fishing on another's lands. No one has a right to exercise that privilege of fishing in the presence of public convenience.

If a man owns lands that are half the time covered with water, and at other times not, and this land on one side of the land,
Real Property

It is settled that each one has a right to go and dig near their shall fish.

Penalty: If it is worked on the land of an unregistered homestead or if payable as
penalty, damages must go to the heirs of the
inholder. If a sum in excess were received, it
would be returned to jointest 20% to the Executor.

In an estate in real property, each estate
cannot be treated in it. If the property
was offered to the settlor as charged on his
reason.

It is a settled point that you may pick
between both - over water mark over a man -
land.
A May an wound, as it seems, be covered to another. A May an wound, as it seems, be covered to another. A May an wound, as it seems, be covered to another. A May an wound, as it seems, be covered to another.
their general words of release shall alone be taken literally & fully, but if they are preceded by particular specifications, they are confined to them in their generally.

Thus if it gives a release to full of all demands for the words release stand alone there full complete discharging effect but if the words of release be preceded by such £700 0 0 to the words of release refer only to the same to specific

Bacon, Ob. Heard

Note 72 0 200 277
Comm 417 3° Dering 400
C 0 300

If a grant is made to two persons & one dies & the other does not take in share of the grant, the

may espurcellarate with the former rule that if a grant is made to two or more persons one of whom

Par. 5 192 200 is legally in other to the

Common S. Bacon v. Femno the whole estate judged by

grant passes to the other, but in the former case the said gives it in its executors void or to one of the parties in the present rule it is voidable only by the defect of one of the parties who by those

if found uncohered to take the
Questions

1 - Ask page 288.
2 - 47
3 - 49
4 - 89