Real Property by Judge Rice

The Judge previously to his entering practical duty into the minute use of real property, proceeds to give an historical delineation of its rise, progress, to the present time.

It is somewhat difficult to define real property as contrasted with personal property. Real property is said to be permanent, fixed, immovable. Personal to be movable, such as may attend a man; personal includes money, and such as is in closed vases, the comprehensive term challege.

It is not true however that real property is immovable; for the property enjoyed under a lease for years is as immovable as any other although it is personal. Nor is real property always subject to the quality of mobility, tranquility, or an equity of redemption. Real property.

But, again, real property is defined to descend as descend to the heir, whereas personal property is such as goes to the donee. Yet a lease is real property although it is for hire, not of inheritance, it cannot descend to the heir.

At any rate, whatever descends to the heir is real property, whatever goes to the donee is personal property. Personal property, as the donee, considered, as personal property.

Real property is corporeal or incorporeal.

Corporeal means hand which includes every thing attached to the estate as trees, houses, water, and it returns upwards as well as downwards. In corporeal is that which cannot be seen, handled, touched. It is a creation of the mind, it exists only in the mind's eye. It grows out of something corporeal.
This argument may have a weight of way over another man's
which is real property and will descend to the heirs. So also with
common or an equity of redemption which is real property will
descend to the heirs. Or if when one man has a right of fishing
in water that belongs to another man this is real property will
descend to the heirs on the death of the one owner.

It was before observed that this is a species of real
property which does not go to the heirs viz. an estate for life

Suppose that an estate is given to A for the life of B, and B,
that becomes the widow of the estate of A. This, as before, by
the law of the state is no provision made in this ease, but this is
a provision made in most of the states in this county.

A statute. If the estate had been given to A, and his heirs, then
his heirs would have taken the residue. But here it is given to
A, and his heirs. Therefore the residue cannot go to his heirs. It cannot go to his B. because it is
an estate for life. For no freehold can go to B.

Now according to the law of England if it is real property it goes to the
one must escheat. But in this case it cannot escheat
for the donor has parted with his interest for the life of B, who is yet alive. This estate was then given as a state of a
trust to the first occupant until the death of A. Then I convert it
into personal property to go into the hands of B as the

When real property passes to the heirs, the
owners interest vests in him. The owner's interest vest in his own
estate, but it belongs to the estate of one of his

But personal property vests in the E as a trustee.
only he has the legal estate intestate to him for the payment of debts he has no beneficiary interest until that is a residue

Before we proceed any further on this subject there may be some advantage in tracing the history of real estate.

When the northern nations broke in upon the Romans beyond they had no idea of lands or we now know. It was supposed that the captives had a right to distribute the conquered lands to his captives of the great men and this accordingly did — which no sooner is the origin of the aristocracy of Greece. The great men parcelled out land so round to their captives who held them at the will of the lord upon condition of performing certain services, so long as they held them they were bound to perform these services.

But men were not satisfied at holding in this man nor in this year it became common to parcel the land out to the peasants for years at then afterwards for life which latter seemed to be the noblest estate of all and the nobly. Some arose the idea that if an estate was given to a man without saying anything further it should be construed to be an estate for his life, because a life estate was the greatest that could be given at that time, it this rule still holds on the principles of the L.C. But when men became more settled they desired to have a still more certain interest within the lands given to them at their pleasure. It became triennial company to use some word which should import this as well as distinguish real estate from estate for life.
This was the time that the word "heir" was first introduced
that word was then a title of honor limited to men and
women — but as it was in principle the children should
take it was agreed to the eldest son only I have the doc-
trine of primogeniture. By the word "heir" he meant
at that time was understood a person who was kinally
descended from the one to eat at least that one person
should be of the blood of the first purchaser. But words
"of the blood" have undergone an entire alteration in their
meaning since that time so now they do not mean
only that kinally descended as formerly they did but
will include collateral as well as kinal descendants.
Formerly the estate must have gone only to those kinally
descended from the first inhering that must it may go to
collaterals also. If the blood meant one of kin collateral
what joined this alteration was made I know not.
but in the State of New York I know that a man should be
granted to the "next of kin" that word is translated "next of kin"
was "provisor or successor" therefore word of blood may
relate to one of kin. I know that next of kin does not
mean an equality but proximity of blood.

During all this time there was no such thing as the
alteration of land. It happened however so length that still
by permission of the great lord, he was become valuable and
was of alteration admitted at first to only one-half of the land
afterwards to the whole if the heir consented — This was the law
before any that was marked on the subject. In the State of New
York it was the first law that enforced a man to sell his land
and by that law he might sell one half of what he had purchased.
and the whole of it, if the deed of foundation contained the word
epigrafe, that of hands that had descent to him from his ances-
tors, he was entitled to deaden, but on from it. But by a Stat. of Ken-
3's she was empowered to alienate half of hands descendent to him.

Again by the Stat. of Ken. Com. 13 Stat. 7. persons holding
infeoff, whether freeholder or a copyhold, by descent, descent to thing
between a caput, were empowered to dispose of the whole of it.
Once aftermas the tenants in capite were allowed to alienate upon
paying a fine, but now by a Stat. of Ken. 15 finely for alienation
was abolished in all cases. How was there arose a difficulty for
how could a man use that land which had been given him
by his king? This difficulty was got over by the construction put
upon the word "his" which was had to be a "descendit persona"
but only a description of the quantity of interest which annexed
being a free simple, which was alienable, that if not a
limited word of course to the heirs.

The great men grew anxious at this, then for they
continued to make conveyances to their children & the heirs
of their bodies supposing that then the property could not
be alienated. This had the desired effect for a long time by
holding the property in the same person possessed without the bow-
e of alienation, but at length the construction given to those
estates by the judges was that they were free simple condition.

At that time when the condition was performed by having
chiro of the king, the estate became absolutely vested in the
grantee. The might do what he pleased with it, so that by
this construction the whole plan of the nobility was defeated.

But after this Edw. I, who wanted the assistance of the nobility, introd.
the Stat. "Ie anis" declaring that the estate should descend to the
heirs of the deceased. It was not be contended to this was the origin of entailment.
But afterwards a way was found of avoiding this entailment.
now it is an incident to estates that they can be crossed
in the hands of a man and then they are not going to be
Again collateral relations began to be lit in to
the inheritance; it became a settled principle that such
relations must be of the blood of the person from whom the es-
teate descended. But suppose the estate was acquired by purchase
by the person from whom it went back; then this principle
would not apply for how could a collateral relation be of
the blood of the person from whom the estate descended, when it
was not acquired by descent, but by purchase. In order to
avoid this difficulty they pretentiously supposed that it descend-
ed first supposed that it descended from the father
so that the collateral relations lit in by this would be the
brothers and sisters of the deceased, but if there were no beating
bisters than they supposed that it descended from the grand
father so this lit in the collateral issues of the deceased is
so they wrote of the paternal line until some collateral
relation was found coming from that line, but if they
were now to be found then they pursued the same method
in the matrilineal line if no collateral relations were
found from this quarter the the estate is shared.

Long after the statute became effective. Enactments
they continued not to be divisible. In order to avoid this in
convenience main conveyed away their estates to their own
were the case was held to be admissible. The chancellor in
these cases was still excludable; they would be sure to refuse
such service because the service was generally made to execu-
tories. This practice of carrying away their estates to those
of themselves was adopted by the solicitors, having the worst
between the hours of April 21st last year, thereby avoiding a for-
fition of their estate when any of them were attached for
a cause was held not to be forfeitable. But the Act 27 H. 5
declared that the property should be considered as the
the same thing; that of course the fact could not be the con-
ion, & estates were again held to be by no means admissible.

First immediately after this, the Act of 12 H. 6 was
enacted, & added by the same Act. In making that unscript.
tive that will, property - It was indeed confined to.
enslaved & so says. two kinds it what was held in
chivalry; but this distinction is now abolished by a Act
of Geo 3. This at length broadens the more admissible
enslaved admissible

Before we return on this historical
view let us inquire what rights become liable for debt.
By the 13 E. 1, no. 1 bound full, became liable for debts, one half
of them being held liable for debts of a certain description
by one or by the minister of the last estate. These were
judgments confined requiring nothing but one execution.
Afterwards bonds became liable for all especials. Within
the time of the 22, a majority of them became liable for the life
time of the solicitor for some debt of his solicitor, specially
or simple contract that afterwards they are not liable for bankrupt.
But after the death of the owner bounds are only liable for
speculative debts. The method of taking bonds by operation is dif
ferent in the different in the different states. In the eastern
cstates the bond is taken & approved of, in the middle states the
bond is taken & sold to the first three different
statutes on the subject in the various states.

Thus having taken a short view of the history and
related facts I having seen how & where it became desirable
desirable & desirable we must inquire into the
different estates that may be had thereun.

These are the three kinds of estates in real property
known to the English law. 1st there have certain unattached
quantities in ancient times. The different kinds of estates are
# Estates in Fee Simple. II Estates Tail & III estates
for life, under which last one includes estates
for the life of the owner. Estates in certain cases of estates
lasting on contingencies.

I. Tenant in Fee Simple is he that hath bounds
ancient & heritaments to hold to him & his heirs, forever
generally absolutely & simply without mentioning what
heirs. 2nd. Remain. This estate if created by will requires certain
technical terms so that if you wish to create it by will you
must give the property to a man & his heirs. But
a fee simple may be created by will without using the
words that are necessary in a deed if its the obvious
intention of the testator to create such an estate, thus
we examine the words "all my estate" & "all my estate &
was "all I am worth" will convey an estate in Fee Simple.
if testator had so much, now the intention is of no consequence in a will whereas it always governs in a deed. This distinction is attributed to the more enlarged liberal mode of thinking which proceeded at the time of creating the statute will the human mind began to burst the shackles of technical strictness by which it had been enchained.

For the intention you fix the construction in a wise result however that the intention must be consistent with terms of law: this procedure refers to the thing to be done.

The law not requiring the same technical strictness in creating an estate by devise as by the other modes of conveyance in a man may create a free simple by will without the word "his" when he could not by end the creation of the estate is perfectly lawful but he could not give his personal property to his heir because the law forbids it.

Formerly in Eng. words both of propriety to describe were necessary to create an estate in fee simple but now a grant to "his heir" will create such estate. What particular heirs have the benefit of such grant or the death of the ancestor is regulated by the law of descent but the word "his" is only a description of the quality of duration of the estate but of the more in which it shall descend.

This fee simple is the largest interest which can be holden by the Eng. law if there are no heirs to be found it will go back to the original grantee, but in the country there is a general provision made that in such cases
The public will take the property—

Subjects to a fee simple, it is necessarily from its nature alienable and it can be made dispose of to pleasure. It is divisible to the heir general collateral as well as limited, and it includes those in the second line that being contrary as says Bacon, it is to the rules of gravitation. The words being general do not mean every child alike but have reference to the laws of descent. The limbs have always precedent to the collateral. If a man has been seign of the estate at any time during existence, his wife on his death is entitled to continue it upon that. If it were the wife who died possessed of such estate that the husband would be entitled to his estate if issue had been born in the lifetime of the mother incapable of inheriting the estate. Assume however that it is not necessary that she should actually have had a child born to entitle her to descend. It is sufficient if she might have had a child—capable of inheriting the husband's estate. But in order to entitle the husband to inherit it is absolutely necessary that a child be born in the lifetime of the wife capable of inheriting the wife's estate. Again he is not entitled to the entirety if she was not seign of the estate, but she is entitled to descend whether he was seign or not provided he had a right to be seign. The reason of this last distinction is that he always had it in his power to bring the estate into possession but she had it not in the power to move his estate into possession. The owner of land in fee simple may convey it without he is accountable to nobody.
It has been before observed that technical words are not used in order to convey as few simples by will but in a civil case necessarily that the intention is always to provide in the case of wills. This principle of intention is carried through all the cases except one t that is when a man devises an estate describing it thus: thus when he says I give my farm the acre bounded thus he is to mean that he does not insert the word heirs or without intending it is his manifest intention to convey a fee simple, but that devise can take but an estate for life. We in Conn give the same effect to a will describing the estate thus, as to one containing the word my estate which is before seen would convey a fee simple. This says Roe is the only difference in the construction of wills in Eng and Conn.

III. The next estate known to the Eng laws is an Estate for. This is an estate given to a man of the "king of this body" it is not divisible to that being general. For the history and origin of this estate consists Blackstone. The Blackstone restrained the estate to descend in the family of the grantee in infinitum according to the succession prescribed. This could not be explained or construed away. It was a necessary one and at length a remedy was discovered for it which is termed smoking an entailment. This is accomplished by a finding suit called a common recovery for the estate of which see Blackstone. The judge was himself impressed the force of a common recovery in this country since the revolution, but when the entailment is not...
screwed it will descend to the heirs.

There are different kinds of estate titles. One is the tail general or special estate in tail general is one to hold the heirs of his body begotten. It is so called because in some cases of the estate in tail may be

willed the spouse in general by all and every such marriage, in succession with capacity of inheriting the estate held

for her own use. The succession of heirs is regulated by the

terms of descent and collateral relations on estates.

An estate in tail special is one restrained to extent from

particular heir of the donor's body as one estate to the

heirs in his present wife Mary to be begotten lawfully.

Estate tail can fall the dispensation by several divisions in such entails for they may be in tail male entail

female: as if hands be given to and the heirs male of his body: this would be an estate tail much specialized

but it is to "A.D. the heirs male of his body begotten on

his present wife Mary" this would be an estate in tail

male special: substituting the word female for male

it would then become an estate in female general or female

special entail. If there are no such heirs of the entail

crown is not revoked. the estate being strict the fee will

revert to the donor. In case of an entail male the

heirs female can never in hurt nor any claim the

them. 60. 20 1 so a converse of an entail female.

Thus, if the donor in tail male had a daughter who survives

in ever, such grandson not being able to draw on his desc.

ent from the crown by his male cannot inherit nor can any

of his descendants, it vice versa.
Some slightly broken lines into answers to this question
the late owner's son, explained to say that this son,
might inherit if his mother died before his father.
For then, if the grandson is entitled to the father,
the is such hint. Thus being much hint of this body
he should take for formance done -

The principal incidents to an estate tail were
the Act of 1872 on the following - Tenant in tail
may commit waste. Husband of tenant in tail is
entitled to the curtesy. Wife of tenant in tail is
entitled to acquire - an estate tail may be barred by fine
or recovery by a limited warranty, ascending with rights
to the heir. In the 12 year of Edward in counties was first
her ear to be sufficient to her estates tail. In law, this
is a 40 creating entitlement: it has also attained the long
document only in limitation or division of the estate,
it remains an estate tail in the same but becomes
at for simple in his children; it is usually sold in many
instances to a for conditional set. But: it was wanted
then to provide for families to prevent spendthrifts
from wasting the substance of their children: it is not
just an estate tail in the tenants life but it has been decided
that his wife is entitled to his down in it -

In several of the estate entitlements have been abol-
ished. When a state has declared that an estate tail
shall not be made, what would be the effect of limiting
by and an estate to 2 years or the heir of his body would
some words such as estate for life or a for simple?
Judge Blair concurred that it would create an estate in
fee simple. In some of the states, they have left the estate
of an infant, that is for conditional
at 6 l.

Estate, by a simple 2. Estates taken are the only
estates that can descend is that they are the only estate
of inheritance, the latter descends for personal decay
is limited to a particular mode of descent, but both
are governed by the laws of descent. All estates of
inheritance can also be held by all estates of feoff
are not estates of inheritance as estates for life of
very kind or estates depending on contingency which
may last for life in these cases one may have the fe
should be another the fee simple.

If an estate is created by had the
words heir of his body must be used, but in a will
this strictness is not required that the intention will
prevail if consistent with the rules of law. If these
words are not inserted the word it will be bit
an estate for life.

If an estate is given to "man of this male
heirs," this will be neither a fee simple nor a fee tail but
merely an estate for life. It cannot be a fee tail because
it is restrained to particular heirs viz. his heir male, it can
not be a fee tail because it is descendent to all his male
heirs and then of his body only, it must therefore be an
estate for life. But it is now understood that in this case
the word male shall be stiffer, and then the grant will
take us if it had been given to him the heirs that is his will
to take an estate in fee simple-

...The words houses, houses, without
beams or boards exists & are very often tho' unnecessarily
used in deeds. They were formerly first introduced through
the scarcity of cloth, who were handsomely find for writing
But the true land pedes every thing and the word farm
when the land is properly described will convey as well as
land. The word land will includes the implements, that
is the crops growing on the soil. Implements do not include
the natural growth of the soil, they are only the annual
artificial profits. At deed then will include so much for
the implements as upon the land will be agree to the doctrine
of implements we will have more time in another plan
to speak of it.

It is a rule that a man may convey by deed
it except any thing in the deed covered to be the whole thing
covered for this would be a mistake, then for he may con
vey land it except timber, wood buildings etc. the fact he
may except every thing on the land it covers it to another
or retain it himself — if a house is covered this is not
an exception of the land on which it stands but if the
house is detached this is an exception of the house standing
on it 8 18 7.

There is one species of such incroachment of an
inconclusive nature having no appearance of personal
right, in every other instance shows that it descends to the
...does not go to the Be viz. our simplicity which is a claim into the man
...another 180 lit. 2.
The device no words of perpetuity or inheritance can
merely give to a for simple. When an estate has been
given to A under B's life, it was held that this was such a
want of certainty that it could not be considered for
simple, but only an estate for life. It has been decided
it would have been otherwise in a will by B.  

There are some things that may be done by will which
are unknown to 6 & 7 could not be done by deed. This is
how an estate is given to a man and his heirs forever
and on the happening of some contingency to go over to an
other and his heirs forever. Now the case where what could
not be done by deed it being a measure that a perpetual
could not be limited on a for simple, yet it may be
done by a devise. This is what is called an看点分future
of which more will be said in a different place. Again
by a deed you cannot make a fee simple estate to commence
the future, but by an executory devise you can. if it any
more amount to a fee simple. Again you cannot by
deed create an estate for life out of an estate for years,
but by & re devise this may be done, the reason
why it could not be done by deed was that an estate for
life is greater than an estate for years. It is of higher dig-
ity and the creating of an estate for life was held to be a
distribution of the whole term by law 570. 1 The case last
mentioned cases that may be effected by means of executory
devise.

If a grant be made to of his successor, this will
be only an estate for life. But in corroboration the word sue
successors annce to the same function as the word "hires" grants to individually, if it be a sole corporation with
successors no hire is absolutely necessary to be inserted,
but either as to other corporations for a grant to a corpora-
tion aggregate with convey a fee simple without words of
succession in as much as such corporations cannot.
Dunn on this some exceptions to the general rule
that the word "hire" is necessary to convey a fee as in the
cases of corporations just mentioned, as two when of persons
holding an estate in corpus separatory one wishes to convey hi-
portion to another no words of inheritance are necessary
in the case of doing it into bis bar 270.
A fee simple conditional answers many the same
function as an estate in fee simple limited after a fee, this
is called a base a qualified fee for having some con-
dition annexed to it on the happening of which the
estate must determine for bis bar 127.
A condition for fee for in a fee restrained to some
particular hire in exclusion of other as to the hire of
a mans body or to the whole hire of his body etc. it was
termed a conditional fee by reason of the condition supposed
as implied in it, that if the donee died without such partic-
ular hire or hires it should revert to the donor but if he
should have such hire it would remain to the donees
A tenancy in tail may sell his interest in the
estate but cannot affect the hire, for if he disposses of the
estate for his own life it will be good against him, but the es-
tate tail must remain void until sold to the hire.
If tenure in tail convey an estate in fee simple such conveyance is voidable by the heir. It is only voided by leaving the heir is by fine or common recovery. The word fee is impro


ably applied to estates in this country for our soil is held in a tenure strictly allodial. Whereas by a conveying the law would go to the first occupant unless expressly ordered in the wise by state.

**Illethe Estates For Life** - There are of two kinds, conventional and legal. Conventional one such as are created by the act of the party - legal such as arise by construction and decision of law - the former can only be made to run for his own life, or for the life of any other person or for more than his own life and all estates created by the act of the party suspending on contingency; it comprises every estate that can be created by the act of the party if for life.

Every estate is an estate for life that has no determinate period fixed for its duration if not an estate of inheritance which may possibly last for life. But if it has a determinate period fixed it is only an estate for years it is personal property. Legal estates for life are those created by practice of law - 1. Tenant in tail after the death of the 1st tenant in tail after the death of the 2nd tenant in tail after the death of the 3rd tenant by the county.

The incidents of conventional & legal estates for life are the same. The tenant in tail restrained by special agreement may take reasonable interest on both but cannot commit waste. How in he may take what is necessary to his own convenience or what is necessary to enable him to perform his duties subject to the farming as restraining him, but he cannot cut
tender to rent lands he may quit it in order to make repairs
realize the leases has agreed to repair. In a legal estate the
lessee is always bound to repair—It is a common thing
for a tenant by special agreement to secure himself
from waste committed by third persons, for by the principle
of the law he is liable for the waste of others, as when the
house is torn down by a mast he would be liable at I. E.
It is however the ruin happens by the act of God he is saved,
but not otherwise, for in the other cases he may have his
remedy against the wrong done. It was the object of the
lord to secure the interest of the lessee.

The tenant shall not be prejudiced by any sudden
determination of the estate, for if a tenant for life now the
land to die, the emblems belong to his Est. for
"aeternas diem memoriam facit imperium". So if a man be tenant in cestui
vicar vicar die after his term he shall have the emblems. This rule is the
same if the estate be determined by the act of law.

Whenever a person owns land it cannot forever but
that he will also make the crops, if he is prevented by state
his Est. shall have the emblems, but if he could have
foreseen that his estate would be at an end before the crops
were ripe, these the emblems shall belong to the lessee,
because it was the tenant's own folly to sow that
which he knew he could not reap. In all cases when the
estate is determined by the state of the lessee himself the lessee will be
entitled to the emblems, thus when an estate is given to a woman during
her widowhood she man, the lessor will have the emblems.
Who shall have the emoluments in the conveyance of land? 

To whom the conveyance is made, unless the emoluments are

expressed. This is the rule with regard to devise, but there seems
to be some question with regard to a devisee, would the devisee take
the emoluments? When is the difference? In the conveyance by
devise was not the devisee as much in contemplation by the par-
ty, as in the conveyance by deed? The current of authorities

seems to say that the devisee was in contemplation by the deviser, but

if the devisee was made when the devisee was in contemplation by

him the devisee shall go to the devisee because it is pre-

sumable that they were in the contemplation of the party.

I should suppose that they were as much in his contemplation in the one case as in the other.

If this Blackstone observes that emoluments are distinct from the real estate in the land and subject to many of the incidents attending personal chattels. They were devised

by testament before the death of the devisee, or not in his lifetime; they are forfeitable

by ouster in a personal action, but by will, they are not dis-

trainable for rent arrear. That the emoluments are objects

in the hands of the devisee are forfeitable upon suit being

yet they are not in other respects considered chattels, particu-

larly they are not the subject of conveyance before they are

severed from the ground. It is in 103.

Under tenancy in lease of tenancy for life there are all the privi-

cies of their lessees and the additional one that when the estate

is determined by the rent of tenant for life, the under tenant shall
fraudulent conveyances.

Life estates are liable to forfeiture for waste if the
cession at b. is brought for the recovery of single damages to
the thing wasted, but by the Act of Parliament. If for
common stock damages to the thing wasted.

These estates may also be forfeited by the tenant-in
reversion to convey equitable estates than they have themselves
for according to the prevalent ideas this was a species of
trustee against the landlord.

Estate for life, which arise by operation of law.

II. Tenancy in tail after possibility of a new estate.

This is generally ranked under estates for life, but more
properly it seems to form a middle link between estates
tail estates for life. This estate happens when a special
tenement has been made to the wife out of whose body the
new estate springing life without issue, or having after
ours that issue becomes extinct, in which case the husband
becomes tenant in tail after 2c. He is not liable for
waste in every other respect beside that he is an tenant
for life although he is not liable for waste for the
good property by committing it, for if he cuts down trees
it belongs to the remainderman on a reversion of claim
D. 60. 20. 28. 2 60. 50.

III. Dower. The law respecting this is almost unneces-
sarily the same in the United States as in Eng. The inten-
tion of dower is to provide a suitable maintenance for
the wife of a deceased husband, if in some respects it
differs from every other estate.
By the Eng. B. L. the wife upon the death of her husband is entitled to an estate for her life of 1/3 of the whole of what the husband was seized in fee simple or for years at any time during continuance. In some cases the wife is entitled to possess in those lands only of which the husband died seized. To entitle the wife to possess the estate must be such an one as that if the husband had been living they might have in hand; then, for an estate in fee simple tail might not in some cases be subject to down if this it can only be said 'ita leges scripta est.'

The right of wife to possess estates great difficulty in the alienation of estates being an encumbrance of which a sale could not divest them. To remedy this in England, by an Act of 1700, recovery was made which was judicious conveyance by the husband to wife jointly. In this country, the same may be effected by her joining with the husband in any of the 6 L. conveyances.

This estate has some peculiar incidents of privilege which other estates have not. It being one which the law protects with singular anxiety.

It is an estate which is not liable for the debts of the husband, though if or when she having in her possession a large estate, the wife will be bound to the creditors and cannot deprive her of the same, although they may be the issues by mortgaging down to 180.

Down cannot be rescued from the wife by will nor taken from her by act of Law. But in personal property the husband can at any time by devising it to her the
wife of any part of it.

There are many cases in which a woman is bound of dower. — The husband may be an alien and incapacitated to hold land, or he may have more than one wife, or he may have a wife who is entitled to dower. If so, the wife of such alien, if she is entitled to dower, may have dower of all the lands which she acquires after her naturalization, but not of those she had before. A woman divorced from a husband matrimony cannot be entitled to dower unless her husband is an alien, or she is entitled to dower by her own title. If a wife is under nine years of age, she cannot be entitled to dower. If a wife may have dower by her own title or by an alimony with an abstinence of the husband not less than one to ten, she may be entitled to dower. This alimony is no partition of the property or anything the wife is entitled to by marriage articles, for then, even if known at the time of marriage, the statute 2 and 3 Stat. 285, 455, 2 P. & D. 259, 269.

A媳妇 in law of the husband is the same as or a son-in-law or a son of the husband. In case of joint tenancy, the wife cannot be entitled to dower because of the "just accidental" or right of survivorship to one joint tenant in case of the death of the other.
Veildy co-eivis estatv in jointure duly be divided because
the title is ambulatory on us Pinche, if properly the equity of
the title or rigit of survivorship is so great that it vests
before the divisis eaviv have a title. A wife is entitled to
down out of in corporatides intrest as matter of
common, a fishing fee. For this is real property. A wife
cannot be endowed of an office. The law of down is
much the same here as in Eng.

A jointure is the great thing which runs down.
This is a provision made for the wife by the husband
in lieu of of dowry. On this subject equity had no
obligation to each other. A legal jointure is as the following
provisions. 1. It must be made before marriage for then the
woman is said to be capable of judging of the necessity
of the jointure. 2. It is not under the creation of the husband
for if it was not thus made before marriage she might
be barred of the dowry by an insufficient jointure. 3. It must
be a competent livelihood by which is meant a livelihood
proportional to the husband's estate. 4. It must be given to
her to take effect immediately on the death of the hus-
bband. 5. It must be real property, because real estate is
more permanent, it cannot be easily spent. 6. This convey-
anee must be made to herself or not to a trustee for her.
7. It must be for her own life or not for the life of another.

If all this required an complied with it makes a
complete bar to dowry. A jointure was made so to
dowry by virtue of the Stat of 27th Hen. 8. — If the wife
disclaims the jointure on the ground of incompetence.
This is to be tried by the court and jury and will be determined according to the quality of the estate and the property of the husband. In Dow v. Dow, a point is different, thus the role is established that if the estate is insufficient, unless it is a good bar of debt no matter what kind of estate it might be. 3 Beav. Parl. 63 492.

Whether a jointure continues for its validity on the contract of the wife has been a litigated question. If it does, it is observable although the wife is at the time of the contract sui juris and not a minor or presumed minor of the husband, yet she shall not be held to her contract if the husband made an improvident bargain, when under the influence of that embossed confidence which a female is disposed to place in the honourable intentions of her suitor.

It has been a question much agitated in the courts whether a jointure settled on an infant wife before marriage was a bar of divorce, see the case of Black v. Berry 3 Beav. Parl. 63 when it was decided to be a bar.

Parker & Pratt delivered their opinions that she was not bound, meaning a jointure as a contract but being a minor, she was not bound because as D.B. Allenfield declared a jointure was of provision hominis but not contractus. From the late decisions restricting jointures to some of light in which the subject is to be considered is that a jointure is not in the nature of a contract between the parties, but is a provision by the husband for the wife. See Bar + Tom, in New Soc. Art. 34 20.
If it should turn out that the goods settled as a jointure were held by a defective title she is not bound by it until money may come to her hands. If part of the title is good the court held she is entitled to a lien on her husband's lands in favor of the bad part, if the husband's father had agreed to settle the jointure she has a lien upon his lands also 1 Gill. 140.

She may view herself in this case either as a special

defender or she may commit waste to make up the deficiency.

Eq. b's a 4thb. 244. L. B. v. Panl. 602. 548.

To make a marriage settlement it must be of valued

trust, therefore marriage settlements cannot be done

by its 36. 4 62. 3. Pointing one sometimes made after mar-
nriage. If she joins with her husband in the conveyance of
such jointure she will not lose her claim. But if the con-
novances no made had been of a jointure settled before

marriage she would be bound of her own will the reason

of the distinction seems to be that she was not party in

the latter case where she accepts of the jointure and

having entered into the contract willingly therefore should

be bound by her conveyance. Dyer 338.

Suppose the husband sells the jointure made before

marriage nothing happens, but if he sells that made

after marriage it will fail because who knows that

she will accept the jointure when her death is in line

of her clause as 37. 1 Dyer 358. All this goes to satis-

fy me that at an early period the contract was neces-

sary in order to give validity to a jointure; that is, each
time a jointure must have arisen by contract first if he...
If jointure made after marriage is accepted by the wife on the death of his husband it will be her own, at b.d. So too in case a jointure is made by devise, if she accepts of it, it will be hers of her own, for she is under no obligation in this case at b.d., but may claim her own. But she cannot have both jointure and devise. If therefore a man makes a will giving his jointure a legacy in lieu of his own, or jointure, she may accept the legacy or reject it. If she accepts, she waives her jointure. 1 Bov. 62, 873. 2 P. N. 816. Now this I think you to prove that formerly no comme was absolutely necessary to make the jointure good. But suppose she accepts the legacy, there is a deficiency so that the other legacy cannot be paid, and her legacy shall not about 1 P. N. 817. Marriage is considered as good in that ease, if she is in the case looked upon as the purchaser for a valuable consideration.

When there has been a voluntary settlement by a father on his daughter, and afterwards married and settled the same land on his wife as a jointure, the wife was considered as entitled to the land because she was a purchaser for a valuable consideration; but the husband on his death divided land to his wife in lieu of the jointure, land if she would not accept of it, chancery decreed that the land so divided should go to the daughter (1 Vis. 210. 1 B. N. 221, 176).
circumstances be considered in lieu of down until it was truly
so intended to be; but that in such case the wife would be
entitled to both down & legacy. But then have been different
decisions lately & it seems now to be settled that when the
taking both would defeat the other provisions in it she
will be entitled only to one. A legacy ought to be
appropriaed in the will however to be in lieu of down or gen-
erally it will have no such effects & the widow will be
entitled to both down & legacy. 3 e th 137. 4. 6. 4. 6. 14. 36.
In some of the states the practice has obtained of many giving
in their wills one third of their estate real to their wife/fif
without mentioning that it is given in lieu of down.
What construction may be given by the courts of our count-
y in such a case may perhaps be uncertain. In 6m it
has been the practice in such cases to give her that 1/3 to
1/3 and the down Dom. 12 h. 147. I take it to be a settled point
that if you can come at a site of facts which will prove
that he only intended her to have the down then facts
may be introduced as evidence. Notwithstanding
the status of families being prior says no hard evidence
can be introduced to prove the conveyance of land
So bit 36. 3 Ch. 6h. 253. 1 Byn. 230. 2 S. 18. 38. 2. Ray. 235. 2 B. Bh.
183. 4. It. 313. 2 D. P. 1613. No transaction of the husband
respecting the land will affect her down—Pr. Bh. 137.
With regard to the effect of a mortgage on the down of the wife
see title Mortgage. By 16l. the wife of a person could
not be endowed. This is shown by statute of Edw. 6 stated in
for one of such cases. The wife de natura hominis cannot be endowed.
Although shown is lost by attachment of trow or jointure
is not, because it is void before marriage & cannot be dis
vested afterwards by any act of the husband. If the husband
leases his land for life before marriage this wife shall not be
enkowed, for the life has the precept of the husband was not
enured during the coverture. But if he had leased it for years
before marriage then she might have been enkowed of this
version, for in this case the precept of the tenant for years
was the precept of him in remission or reversion.

The wife is not entitiled to down out of a trust estate.
She is not entitled to down out of an equity of redemption.
This rule is founded more upon precedent than principle.
Could not a wife be enkowed of an equity of redemption in
this country? P 2 P. and. 252, 2 Ch.b. 271. 1 stth 606.

It has been decided in two of the states that she might
be enkowed. — A man owned this land to pay his debt,
& then to his son in fu. but the son died before the debt was
paid, the question was whether his wife could be enkowed
out of these lands that remained after the payment of the
debt. The court decided in her favour, for the devise was but
a chattel interest if it was the same as if the devise had been
made to the son charged with the payment of the debt.
Eq. ba. 271.

When the husband owns his land taken
of the wife is enkowed of that land, the enhancement growing
on it belong to her. This seems to contradict the general
rule. — Dow is considered as a continuation of the soil
of the husband & the heir is enkowed of that of which
the widow is enkowed, then I. & 4th his wife is enkowed.
of certain lands, the son of a deceased husband of a woman shall not be undowed out of the lands which the widow held down, because down is a continuation of the widow of the husband. If the son was then provided of these lands during his lifetime, by the tenant in chief, the land he held by the gift was not entitled to the undowment but a rate of fixed interest for the son, the income. In favour of widows—By the English law, marriage or the devolution of property cannot be impeached after a certain term. Therefore if not impeached before, the widow will be undowed. (Roll 610, fo 5320.) On the subject of dowry, see Bacon, 3. Civil. Pract. Page 295. In some of the states, such marriages as those just referred to are considered absolutely void. Of course, the widow cannot be undowed. In law, the widow is undowed of 3 of the land of which the husband died seized and conveyed, by devise in contemplation of death. If not, the donee, being considered as will—2 Viet 431, 1440. In law, also, women are entitled to dowry even in case of divorce a vinculo matrimonii if she is not the party in fault. In law, however, remember that divorces are for very inconvenient causes. In law, a woman does not forfeit her dowry by the traces of the first bond.

III. Estates by the Curtesy of England

A curtesy estate is that which a woman marries a woman in the place of lands of inheritance that by the traces born alive which if we could have inherited the estate more from the
the husband shall hold the lands during life or tenant by the curtesy of Ang. By the Ang, how the wife must have had title &c. But in most of the states, this is not required & the effect of the marriage is done away with.

The husband is not entitled to curtesy in a trust estate. 2 P.M. 229, 1st. 687, 2 id. 27.

The husband is not entitled to curtesy out of the property which the wife holds to her use & separate as 3 Att's 395 695.

Conventional Estates for Life.

Conventional estate in estates created by the act of the parties are such as are given to a man by some instrument expressly for life; they are sometimes for the life of another person & sometimes for more lives than one. Any estate created on a contingency which may last for life will be extended an estate for life, if have its quality, but no estate for a term, mode period can be a life estate more perfect its quality.

A grant for life generally is for the life of the grantee, that one of an estate be granted to B generally without adding anything further, it will be considered as an estate for the life of B. Because an estate for his own life is considered as more beneficial to him than if it be for the life of any other person. — But if tenant in tail grant an estate for life, it is not an estate for the life of the grantor, because it is not in his power to give, therefore the effect will be the conveyance of an estate for the estate as tenant in tail &c. as conveyance which is an estate for his own life. — All life estates are also created without any words implying a conveyance for

sometimes personal called incumbrance, which may be found to be anything in the nature of a crop which is the annual production of labour—such things as are raised by the industry of the tenant. Their incumbrances adjoin to the freehold in the same manner as trees or grapes and yet they are not always real property. They will pass by a grant of the freehold thenceforward in that point of view; they are considered as real property. 

That cannot be committed on them unless they are severed from the freehold in this point of view; they are considered as real property. But in case of the death of the tenant they will not descend to the heirs but go to the E. In this point of view they are considered as personal property.

When tenant in fee simple or for term dies the incumbrances go to the E. But what will become of them in case that the tenant for life dies? They will go to the E. as affects in his hands—otherwise if the tenant for life, after making his estate by his own act by St. 35, 1747, 727. If the grantor when he conveys the freehold in the time to vest the crops he ought not to vest them in the deed. With regard to incumbrances many observations have been before made. Therefore it is unnecessary to say any thing more on the subject.

Estates lift them Thenceforth

It lasts for years. A lease for years is a contract for the possession of lessor tenants from some determinate period. This estate although held in bands is not real prop.
city unto a chattel interest. It goes to the Ee upon the death of the tenant as other chattels also if it is applied to the same
user although it may be more than the time as valuable
as a life estate which is a freehold. If an estate is held
only for one month it is an estate for years as much as it
had been held for 1000 years. Every estate which may
continue for life as an estate during coverture, widowhood,
and an estate for life. But what distinguishes lease for years
from these estates is that it always begin at a determinate
period of time and at a determinate period of time.

Upon the principles of the b. d. an estate if freehold cannot
be made to commence in future. whereas estates for years
may be made to commence at any time.

In making a lease for years if no time is mentioned
for its commencement it will commence from the
delivery of the lease. b. d. tit. 46. The words generally used
in the creation of this estate are “demiss” “lease” and
“to farm for” but these terms are by no means
necessary which will show a certain intention in the
lessee will convey just such an estate for years as is
expressed or was intended.

At b. d. it is said leases for years might be made by
pound, but by 2. 9. bar. 2 there can be no interest created by
any pound agreement, except leases for 3 years on which this
is reserved a rent or 2/3 of the improved value of the lands as
leased. If however a man does make a lease by pound
and by consequence the term of a tenant enters it will not be
void on to all kinds of, for it will be a license to cave
him from an action of trespass for his entry will be lawful.

Again if a part lease is made with reservation of rent to
entry in consequence then the rent shall be paid, but not
on the ground of the tenant being a good one of the tenant
thereby acquiring an interest in the land, but on the
ground of the tenant receiving profit or advantage for
which he ought to pay.

Who can make leases? In certain

fee simple can make a lease for any time. In fees
because the whole fee simple resides in him. But a tenant
in tail can make no lease that will be binding on his

fifteen years by 31 H. 8 which enables tenant in tail to lease
for three lives in the which might last longer than his life
so long as it did last the lease would be bound thereby.
Can tenant in tail with such a lease. A. Burn supposes
upon principle in many but he knows of me not of

issuing the point. This estate has to certain incidents.

lease for years is liable for waste actual or permanent if it
is such as the lessor claims to be waste. But this lease can
not be sued in trespass because he comes lawfully into
possession. In the action for waste you a common title com-

ages to the thing wasted. Another incident is forfeiture
of tenant conveys away a greater estate than he had
himself. An estate for years will support a vested
remained but not a contingent remainder: this is
a positive rule. It differs from an estate for life in
that it is personal estate & tenant for life has privileges
which tenant for years has not, as a freeholder may vote.


an estate for life can only be approved off until the estate should end in it. When an estate for years may be taken like the personal property sold at the first. — The husband of a wife who has an estate for life cannot sell it. If she can it will revert to her, but if she has an estate for years she may dispose of it at pleasure. In both these estates however the tenant is entitled to colours as though free, they have both

No technical terms are necessary to convey an estate for years. Mon. 861, 621. Oct. 32, 642. 661. 207. Long leases have been made in our country as leases for 300 years. If considered as personal property but in law they are considered as for simple estates and the widow may be induced to them. — Although an estate from antevice is not included in the estate of will, yet in the U.S. it is included in debitable property. In dependence of the estate 29 loc. 2. which makes it descend. It has been determined in several of the states that it is debitable.

When an estate is uncertain it is an estate for life, but if it is reduced to certainty it is an estate for years. 2 Byn. 1027. 1028. A lease from year to year is held to be an estate for years. 1 Will. 262.

II. Estates at Will. This is neither real nor personal property. It can neither be taken by execution or attachment. It is merely a licence to reside on the land time

power. It is at the will of both husband and wife to tenant for life. Mon. 771. A landlord leasing is good for an estate at will and the tenant is no trespasser.
The estate may be determined in various ways. It may be determined by stipulated words or by order that the lessee quit the premises. This notice must be given in a reasonable time when there is no stat. making regulations on the subject. The Eng. Stat. an act that some notice shall be given 60, 61, 55. In this country they have different statutes in different states. By the Eng. Stat. if tenant held over after having a breach of notice he may be treated as a trespasser. Any act done by the lessee which diminishes the enjoyment of the lessee estate, as withdrawing up the land amounts to a determination of the estate / Roll 860.

The death of either party amounts to the determination of the estate. The lessee may put an end to it at any time by quitting the premises. Lessee may quit it by committing waste for this makes him a trespasser. It is said that the first stroke he gives to a ten with his axe makes him a trespasser. Now it seems to me to be a matter of some nicety to determine how he has committed a trespass when he is lawfully in possession. If he had committed the act after the estate was determined he would then undoubtedly have been a trespasser / 60, 61, 57.

The lessee may lease the land to commence at a future time without injuring this estate / Roll 860.

When the estate is determined by the lessee, the lessee is entitled to remove his goods, such as household furniture ...
'When the estate is determined by the lessee, the lessee remains the proprietor of the lease, and may maintain an action for rent against lessee.' 1 Salk. 213.

If lease is renewed, it will not go to his or like any other person who has now fully taken possession and paid rent due by him after the time is a trespass. Then for he may be sued every week or day as a trespasser, for after the notice to quit he has no right to carry anything for a reasonable time for taking his things away. In Eng. you cannot receive an ejectment against him without previously giving him six months the notice. 6 C. 66, 3 Wil. 25. It is a common thing in this country, to take land when change: now this is a distinct thing from an estate as well, for the lessee and lessor have a joint title: the possession is for a special purpose is the action must be brought in the name of the owner of the land who receives in trust (referring to the action of trespass). The emoluments in that estate belong to both.

A lease to enter and improve is always revocable by any act of ownership done by the lessee after the cessation of a trespass. 3 Wil. 25. As to the liability of lessee for his acts after the determination of the estate, or his acts by which he determines the estate see Civ. Est. 7 84. 66. 55.

What is to be paid by the lessee on the determination of the estate? If he has occupied the land for a year under a lease, the court have given the amount of the rent, that is evidence of the same to be paid, but in case of a tenancy, at will he pays no more than what the
enjoyment of the estate was reasonably withe to the opinion of the court.

III. Tenancy by Difference — This happens when the
first holder of a legal estate has, after the time he has run out of
his estate, without any new license from the lessor, put it under
his own tenancy at will. It is, in fact, an implied
lease at will, an implied license to improve at the will
of rent is what the agreement was before the legal estate
was transfers to an implied agreement to let the tenant that, if pro-
forced to an implied agreement to take the rent that was
before given. Tenancy of mortgagor in possession is nothing
more than a tenancy at will, but the doctrine with
regard to this will come more appropriately under the head
of mortgagor which will be treated of hereafter.

Estate upon Condition —

All the estates in real property that we have hitherto
mentioned may be qualified or conditional as well as absolute.
Conditional estates, however, the same qualities, and if
they were absolute. — An estate upon condition is one which
depends upon some uncertain event, by which it may be
created enlarged or affected. See tit. 201, 2361, 159.

Estate upon condition one of two sorts. One Estate upon
condition implied. If Estate upon condition stipulated
under the last of these an executive estate upon pledge
If Estate upon condition implied are such as have some
condition annexed to them from the very essence & nature of
the thing itself, as the grant of an office which has an im-
valid condition that it be faithfully performed. Therefore
if not performed faithfully it will be defeated. So too that is to every grant of an estate for life the implied condition that the grantee shall not undertake to create an estate greater than his own. So lit. 215. 2 Id. 688. 155.

In 207. 207.

12 If a condition is applied to such an estate that the estate is to commence, be enlarged or defeated, that appos condition being annexed to the parties themselves so lit. 207.

Other conditions are divided into conditions precedent and subsequent. Precedent conditions are such as must actually happen before the estate can vest or be enlarged—i.e., an estate granted to A upon his marriage with C is provided he go to York Va.

These cannot apply to a fee hold by deed because a freehold cannot be made to commence in future. They apply however to estates for years.

Subsequent conditions are such as where the estate is vested but will be defeated on the happening of a certain event, as in the case of mortgage. So if I grant a farm of 1000 acres to a man subject to the payment of rent this estate is liable to be defeated on the non-payment of the rent.

There is a material distinction between an appos condition in deed, i.e., a limitation or condition in law. When an estate from the nature of it cannot possibly remain or continue after the event takes place the qualification is called a limitation. So that in this case the estate is of such a nature as will finish of itself.
if the condition is not performed it is not necessary for the
grantor to do any act in order to vest the estate. But
if the qualification annexed is a condition in deed the
estate does not cease immediately or of course after the
happening of the condition enty or claim is necessary
by the grantor or his heirs to vest the estate and this is cal-
ded a condition in deed. The words of limitation are "so
long," "while," "limited." The words "provided," "upon condi-
tion," "so that," are terms implying a condition in deed 2 Bli.
155, 10 b. s. 8, 3 P. R. 111. It is not however universally true that
these last words imply condition in deed, for it is a rule that
when the estate is granted over to a third person or persons
their very words will be considered as words of limitation.
Thus when an estate is granted to B "provided C," if he are
not before the condition then it is granted over to C, though
the word provided comes as a condition in deed but as a
limitation, for otherwise the grantor might not enter on
the estate, for the words of condition would be expounded of his right 1 Vent 212. 64b.
215— It has lately been settled that an express condi-
tion that the lessee of a term shall not assign it is
good P R 138. St. R. 60. 1. 2 at the 219. If then for
the term be made an assignment it is a perfecution of the term.
And if no lease is made it to his Executors
with a condition that his Executors shall not as-
sign, it is a question whether they may not assign
without satisfaction of the estate. — The better opin-
ion seems to be that they may assign, much con-
dition notwithstanding 2 St. R 140. 425.
If one holding an estate for life or years rind dies, and which is void because it assigns under such ineffective instrument, the attempt to assign will not destroy his estate. 5 T.R 646.

It has been settled that if there is a lease made with a proviso that the term shall not be subject to Bankruptcy, it will be good 5 T.R 61, 2 T.R 133, 8 T.R 634. It seems also that it may not be taken under an exception by the creditor of this refuge.

If an imprisonment subsequent arises to an estate, be impossible at the time of its creation, it vests the estate in the grantee, for such condition is utterly void. The condition must happen in such case to be impossible in the nature of things that it is impossible to all men, and then the estate be comes vested in the grantee. The rule is the same when the condition becomes impossible by the act of the grantor or the act of God. 201, 217, 211, 188, 189. 1 Dall. 157. 201, 217.

So is the thing to be done in unlawful acts. The estate was vested in the grantor. So where there is a condition attached, contrary to the proviso to the nature of the estate granted, the estate becomes vested in the grantee, as when a for simple is granted upon a condition never to sell.
The preceding seems refer to condition subsequent but as to condition precedent there is a material difference. For in condition precedent no title can possibly vest at all unless the condition be unlawful or in hospite. If it is impossible it wholly ceases because the creation of the estate primarily depends upon the possibility of the condition happening. If it is unlawful the estate can never vest because the law can never recognise a title supranumerary to the law itself — 60 tit. 206 —

The performance of a condition either precedent or subsequent is material in poyz and of course provable by positive evidence. Paw don 54: Rem. abs. 90.

Under the head of conditions subsequent are included estates held in pledge or mortgage and living pledges which will not be considered.
If the duration is precedent the condition is incapable of execution and the estate does not vest, even if it is a mortgage.

Mortgages substantially, and the estate, pledged by a debtor to a creditor as a security for a debt. If afterwards another creditor takes it, the debtor is entitled to the security, and the estate vests without voiding title, even if the mortgage is voided by fraud. If mortgage is void, then the mortgagee brings equity of

If the payment is not made the grantee takes the easement for ever, and if a man can make a contract, he can hold title. The reason is, the manner in which a contract may be avoided if not sound policy. In 61, a claim given effect to a mortgage, above a mortgage, is a mortgage, a contract of the kind. This court says, you must wait 3 years, you get your bond, and bond must not have $10,000 for $500. If you have sound policy, the court

If you get a mortgage for $5, the money is not paid, and it has equity of rescission, and property can be conveyed, provided like all other property, 13 has only personal property and not personal bonds to secure in wills. He has no other bond and the

13. There is a man chosen in a state, which 13, the
...to whose head to be turned over...

This has y me down in me estate for years & it after the condition was broken & forefeiture that your fiscus was by done law as witness most doves of our equity of Redemption. Brown 326

see letter 608
Husband in my disfavor if his wife mortgage, but not of the equity of redemption.

The mortgage may be on personal effects or real estate for term, or may be in perpetuity; for the mortgagee must be in possession of the estate in fee-simple, but the mortgagee cannot have enforcement — the mortgagee pays no duty — the mortgagee must be in possession. That is the reason why they put bonds as often to support their security.

There are certain differences between mortgages in fee and a mortgage for years. I shall devote a letter to this subject by itself. A mortgage for years was originally the only mortgage given — a mortgage for years was known at not used for the mortgagee without right of renewal. The fee simple was always a estate for years, but mortgage, the estate for years, but prevent the mortgagee, wife being involved in it.

In the U.S. Mortgages are almost universally estates in fee and I shall proceed respecting mortgages of estate in fee, rather than have given the property, thereby to the mortgagee, after breach and forfeiture — that it is better for the prevention of the seizure, that the party, which beyond sound policy, would be enforced.

As soon as the estate is created the mortgage may take possession — that the mortgagee is done with the whole. It may be that party will not be needed if so the tenant is sufficient to relieve the lien.
The money must be kept for the mortgagee when he calls for it. A gratuitous donation was secured by mortgage — the land being more valuable than the donation — the vendor was enjoined and the whole liability was discharged. [*lit. da.33*]

When the 6½% first breached the doctrine it was on a contest of the beneficiary as is always the case for void and has now the cognizance of this court. I have established the doctrine that the mortgagee holds its premises except as trust after payment. [*Trot. 595, 757*]

*Powell v. Matt., 12.15*

It will come back to land it pursuant to money
The debt is a personal contract and the principal
the mortgagee is only an accident.

By an assignment of a bond to mortgagee by
which bond is secured payment with it
The equitable right, immediately after breach of the condition is called the equity of redemption. A suit of law takes no
notice of the equity of redemption when the mortgagee
pays into the equity goes to it directly, if the same devise to
all this mortgagee the same land to the devisee is revoked and in
equity where presumption of the intention. See in 61. 574. 660. 329.

The mortgagee interest continues so far at all
ways until the debt is paid to get satisfaction. The
right to get his money must mean he in pledo
in long the common counsel is to hold *Mod. 193
as mortgages and apply the rents and profits in line of statute
not paid to the mortgagee*.
A mortgage cannot be a mortgage of an o.Demy win 192.

As if it is agreed the mortgage shall be a good sale if it mortga
ges advanced additional sums of money at the time of ma
king the mortgage, such agreement is void 1 Vern 488.38
2 Vern 521 — a man shall not have interest for his money on mortga
ges, for collateral advantage besides for the loan of it 2 Vern 521.

sotions invent or can contrive strictly true conditions subsequ
ent to this, literally.
Every contract whereby a debt due to land is pledged for its payment is a mortgage. The security thus given is called a mortgage, and is commonly noted on the back of the deed.

An incident of the mortgage is that there cannot be a contract made at its time of mortgaging that shall cut off the equity of redemption, for this case is often under circumstances of difficulty. But if a subsequent agreement is made to redeem, it is a good contract if the mortgagee has the right of redemption, and not in time. See 26, 27, 28.

But by a subsequent agreement the mortgagee can purchase by further advancement, but if it be by fraud it is void.

The mortgagee can convey by warranty whereby to the mortgagee this right of redemption.

But the general maxim is, once a mortgage always by. As in case of family settlements, it is when the further mortgagees have not acquired the rights of it, the hir can not enforce his right of redemption, and so is notorious settlements are invalid.

This title of a mortgage is by deed but can be defeate by hand.
No fraud testimony is admitted to show an agreement between the mortgages that the weight is to lie on one of them only.

If lands are divided into certain specified sums or parcels, then if one cannot be raised without the lands may be mortgaged or sold, unless the devise or intention were clearly otherwise. See in 61. 394, 2 Term 310.

According to the rules observed in by-bah courts, an absolute and without any objection may be conveyed, as a mortgage, whereas circumstances or other beliefs, that equity of condition was reserved, or where payment remains in futuro, and payment is not into the poor person's court, the conclusion tends to discharge for thirty years, although, at 21, 6, of more or of less, to an extent so as to remain in suspense. See 65. Will. II. 62. P.c. 526. Mason 229.

Whatever shall be permitted to set up the title of the mortgage in the agreement brought by the grantor shall be permitted after paying rent and costs as much to set up a superior title of a third. See 29, 34.

It is an estate whereof the term may be revived.
as when the mortgagee has made some security
over the title, or is admitted to prove it.

As soon as the mortgage is executed, the
mortgage may issues, but if the mortgagee
shall agree to surrender it will be Mortgagee, 1566. 67
(mortgagor.)

The mortgagee may be turned out at any
time if all the incumbrances, except the mortgage, is
not good security without any court order— 1 Ed. 21. 6 Ed. 3, 659. 1 Ed. 3, 659. 6 Ed. 3, 659. 2 Ed. 3, 659.

The mortgagee loses nothing for the
land must be accounted for. He may lease the land
if he is good tenant, the lessee, and he may
thereunto, but the lessee may redeem if the
原告. But the lessee
of the Mortgagee. says this lease shall stand. The
lessee, if disfavored the lessee becomes a thief-feather or
the lessee may be obliged to pay the rent to the mortga-
gee, if he has not already paid it to the Mortgagee.

Mortgagee may treat the tenant as his own
part of his wrong does. 1566, 67. 2 Ed. 3, 659. 1 Ed. 3, 659. 2 Ed. 3, 659.

The proceedings were all right un-
til the mortgagee interfered. — The mortgagee's
power set up title in any one chose to defend a suit
begun by mortgagee. 1566, 67. 2 Ed. 3, 659. 1 Ed. 3, 659. 2 Ed. 3, 659.

The mortgagee brings the true owner, the right
of Mortgage at a mere chattel interest, as security for
payment, but the mortgagee suffers from a real buildup in the
that, if forfeiture it cannot be recorded at law.
1st Before forfeiture the mortgagor being in possession as is usually the case (indeed universally). 2nd after forfeiture & before mortgage enters. 3rd after his entry & before foreclosure. 4th after foreclosure of which by + y.

13. 15. The mortgagee cannot, by selling his security, claim any act to encumber the estate, mortgage, which will be valid against the mortgagor after redemption. 3 Attos. 518, 722.
Equity of redemption will give a man a settlement whose own property is required to give that. — Bowd. 75. 196

The mortgagor is not owner of the land at the 1st of 619 will grant an inscription to prevent waste because waste may depend on security. 3 Bowd. 75.

The Mortgagor’s Intent.

The intent of the mortgagee is the business is divided into four lines of. After the contract is broken what is his interest until the four clauses? The whole of this business is arranged by the county it is felt this consideration only is entitled to an interest. Bowd. 610. Bowd. 170. 2 Win. 611, 611, 611.

If mortgagee should sell his interest will get his reimbursement next to the heirs at present to make to him by 3 agrees to settle carries this intent.

Bowd. 158. 158. 158. 158. 1 Bowd. 158. 1 Bowd. 158. 1

The mortgagee must not interfere with your estate. Cannot comment waste without his possession because 2 Win. 392, 3 1 392. 2 392. 2 392.

If he does must account. If mortgagee wants to the possession he must if necessity requires whom the most good promised to charge the mortgagee it in terms on them. This must be removable on any common called betterments. This change you or interest with the

Bowd. 515. 5 15 5 15 5 15 5 15 5 15.
If a mortgage is made of an estate to which the mortgagee had no right if he buys over the first deed to Mortgagor is good—this is called a gift upon the old stock. If a mortgagee is attached in his title the defence is at the hands of Mortgagor. 2 Vin. 510.

The mortgagee takes the estate subject to the same incidents as it was in the hands of the Mortgagor. If he takes possession— if he does not have caused for the covenants which run with the land. 2 Vin. 275 374. Doug. 45 88 144. Pow. 85 92. we can say after 6 years at the

way of mortgage. The principle of leases is established. That an assignee of a whole term is subject to the covenants in the original lease. Pow. 86 87. Shanks 19 Sc. 339 2 Vin. 275.

Of the Equity of Redemption

The right of redemption is where does it belong.

The first person entitled to it is the

Mortgagor. The mortgagee is considered as a trustee and who cannot surrender a conveyance. 2 Atk. 526. 676.

The mortgagee may redeem within any reasonable time and may be obliged to pay on or before according to who holds the property at suits to imprisonment.

Any person may redeem who holds under the mortgage as a conveyance might have been made by time—

revocable conveyance is always prescriptive as against a bona fide purchaser. If a man conveys away by way of settlement it afterwards mortgage it. the
The law once was that more but the new diretly interested concludes.

...The judgment creditor may not be heard after the debt sends into execution which gives him the lien. Sec. 109, 110.

In bow a judge's word is now to recover must lay upon the equity.
The mortgager may not think of selling and the subsequent mortgagees may return and they will hold the land as a mortgage in their hands. It is not paying the equity of redemption. It always remains a mortgage.

The mortgage of Rees v. Atwood, 10 Conn. 71, 108, 165, 301. 1822. 1824. Also see the hint of the mortgagee.

Aft mortgagers shall all the equity of Redemption descend to his heir and descend by the same rules as the real estate. The devisee and a judgment creditor may succeed. They have a lien upon the land. Proct. 109, 111. 20 Conn. 956. 3 Smith 278. 1827. 397. 2 Clark 240. 1824. 561.

In some states the creditor may levy an execution upon the land for debts due from the mortgagee and the heir may redeem it in the situation of a second mortgagee. It has an interest in the land. This is shown in smoke in the English law. When the levy is made what is to be done? Will you approve of?

A mortgagee may redeem the whole. Sec. 28. 191.

Sec. 1 Vm. 191.

B. may redeem — the wife must have been signed that if present rents rents & profits. 1 Vm. 298. 307. Do not otherwise do?

A mortgagee after release of equity may redeem if it be proved to have been done on request. Sec. 119. 1667. 197.
The act of the former creditor or mortgagee is to be settled in speculating them from their just debts. Any contract will not set off. It must be approved off under the Deed of sale. But this settlement is too great for my cut. It is smaller than mine.

But the plain point is, advancing the whole to him, and he holds it as mortgage with the first mortgage. It is nothing but a security for the estate. I consider that principle a covenant of land making the whole of the land which may be redeemed is to such way this is not an absolute one of the estate. After the death of the deceased the widow may be in such circumstances as not allow to get down without resumption, as she may mortgaged under a new instrument. So she may redeem it. 1821

In the same case when the husband and his position or the mortgagee having the may take a claim on redemption, if the wife hold it, unless what she assumes two times. 1821

1931. 89. 237. 219. The husband is entitled to carrying 13 after the death of the wife. 1821. In all these circumstances it remains a mortgage with redemption by virtue of the 1821. 1821. 237. 219. When it comes into these hands, there is an end of redemption. Thus is a case if a mortgagee releases his equity of redemption to the mortgagee unless it action in writing is void.

It happens the are different interests in the estate. One may own an estate for life or otherwise if it agree semiably to redeem the owner for life must have one third of the estate. 1821. 62.
"True those of improvements, else but no interest, for tenure for life is to keep down interest.

A: This part for life may be completed by a quiet tract or a tract in a tract. This is to make the tract interest and where to be may be oblige thing to quit - or any the remainders now or remainders having it interest - page 247. 62. 88. 896. 121. 464.
If tenant for life recovs. he will hold against th.
owner in fee until the latter pays two thirds of principal
price. 67, 62. Powl. 120.

If the mortgagor does not make up the tenant for
life what go forward & the remainder man recovers he
may take possession under the mortgaged title until the
tenant for life will pay one third.

2 Es. 5:6. 2 Powl. 121. Alex.

Application is made for redemption against the
of the tenant on the said upon him. He has enjoyed the
estate during his life & he has kept the interest down
& paid that only. It an application is made to compel
the representatives to pay the 2/3 of the principal which
is right if the remainder man will in this case hast
pay more than 2/3. 1 Torn 40, 14, 2/3 of the principal &
now as the rule of claims is summarized to the draft of
tenant for life & reclaim he holds until the
remainder man pays 2/3. if the remainder man
recovs. the tenant for life must pay 1/3. but until they
redeem if the tenant dies once his estate was not as
long as usual. his representative would only have to allow for them his
profit in. 1 Torn 61.

This equity of redemption is not upon
at least, it is not so liable as bond which see
refers to the him & an application is to be made to
B. who determines that if the him or devise without
pay the equtity must be sold. whenever you are obliged
to go to B. the duty are to find equally. that is they
an equitableупить. 2 A. 294. 2 Torn 61

1 Torn 415, 14. 2 Powl 3 411.
Mere in Eng.; the rule of affairs on different is mortgage chattels in feu.
In case, the equity may be attacked in court upon
In Eng.; and the mortgagee reversion enforced on a mortgage term
for years unless the estate or timber is subject to such attachment.
1 Vern. 410. 2 Boul. 354. If this is your equity in lands of the heir.
The reversion of a chattel is not appurtenant on determination of mort
gage of part of the estate is equity personal in its hands.
The difficulty is that every copy of a word is inconsistent with.
When equity is equitable, the time is no priority of creditor yet
the second mortgagee is preferred for he has the lien upon the
lands. 1 Vern. 107.

A. The person wishing to rescind must show his title to the equity.
B. If the one purchased of the owner, every one entitled to consequently
may rescind.
C. A mortgagee being who holds the equity on agreement before the
creditor 2 Vern. 350.
Of the land, it is a bona fide purchaser who will be liable in 62. for the money, although the land is not conveyed. But this money must not be paid for until the equity of redemption is sold, if there be, and given by the conveyance. The property is to be treated as equity of redemption.

It is desirable that any estate and for part of description, 62. or 371, as well, to be conveyed, or to be sold, as well as the land or conveyance money. The rule is generally this: if you might be obliged to pay it, it was to be Alq. 371. 113. 53. 107. 147. 213. 213. 213.

Can there be a preferential practice of an equity of redemption? To surrender to the vendor must be the heir of the person last vested in or back a suit to the thing is capable of and in case of an equity, that must be an abandonment of the land, so to say, whatever is enough to sell something which can amount to an abandonment. See Prov. 132. 147. 53. 53. 213. 213. — At least you must have a satisfaction of the judge, preferential practice.

If a person is entitled to assume who has not an interest in the equity of redemption, all that is to be understood by this is that no person may interfere upon the land, e.g., 62. 53. 107. 147. 53. 213.

When a mortgagor becomes a bankrupt, the largest interest is in his property if a majority of the creditors will not suffer them to become the minority, they may file a bill for redemption.
The mortgagee cannot compel the mortgagor to remain before the
day of payment, but in case of default, in the event of the prop-
erty mortgaged he may be turned to restore 1 Term 182.

Two Mortgagee one with residence, the other not, the heir
shall not recover the one without the other. 1 Term 24. 226
Neither shall mortgagor—

A mortgage for $1,000 who sells to B for $800. A comes to claim
from B. He must pay $100. — A mortgage to C at the time of A.
B sells for $800 to C. B comes to claim from A. He pays only
$800. — if C waives or does not come to claim he keeps $800.
— A mortgage to 13 for $1,000. Then to B he delivers his bond. D
buys in the B. for $800 to C. Comes to claim he pays the debt
$800. — Same rule as to creditor & legatees.
This equity is a creation of the 6th of January, and will
subordinate to the purposes of will suffer no mort-
ment without doing equity in accordance to its pur-
pose that he who is to be must do equity as will
a Mortgagor stand tried in the instance that it
oblies was found to make great cost to the circuit to
proceed him to beg it all before a Court. 2 Virm 526. So the right of
Redemption is not absolute. So if Mortgagor had
their possession of the Mortgagor had confirmed him
of the possession it not obliged him to sell it 2 549 526.
If the lien of the Mortgagor
comes to redeem he must redeem it in full duty.
1 Virm 2 45. Now 140.
The Mortgagor
must in all cases do equity before the 6th will
quantum satis.

A few that are under the Mort-
agors although the bought it for life money the
Mortgagee shall include that when the one third
haves are expended on subsequent invoices there
the purchasers shall hold it against the Subrogation
and stop of the Mortgagor only all
in even to an interest in the house for it. So in his
used: trustee's agent becomes an interest bearer for life the
valuing the condition and bringing one to have it 
2 Virm 3 55. 1 Virm 49 3 36. 1 59 60 62 3 62 3 4th 3 2.

This will apply to all generally as well as a mortgagee.

There does not appear to be perfect equity in this case.

For if the mortgagor, new being in their circumstance
to protect another's own being interested an creditor
be allowed all that is due on it then he brought it
for life. 1 Virm 49. Now 143.
A What distinction is there in principle between this and the case of ordinary purchase, except so far as it goes to prevent his own incurring the debt? says Mr. Gould. — Dow 143. Nov 49.

It is a general principle in chancery that a change of the relation between the parties as to being Payor or Debtor is an

change in equity in the sense prior, in some measure by the fact who last held the bills.

A purchase of the equity is not bound to pay any debt except the actual in consideration — Pp. 62, 67, 67. 2 How 1107. Nov 57

2 Vol 662

4. If a simple contract debt will not bind real estate in the

hands of the third — if the mortgage is of a lease for years.

and simple contract debt contracted besides the mortgage, it

will discharge it. It must be held a lease in personal of

course liable for debts on simple contract.

1. If prior in equities he holds a lease it will be paid,

owed to all real in incurvations alike by mortgage, judgment

or statute. — Dow 145.

Although the money due as bond was due before the mortgage

got the equity of its payment before redemption by mortgagees

or his heirs cannot at same. Dow 145.
A mortgagee becomes entitled to more than the mortgage debt if he will oblige him to pay it before they suffer him to redeem it. Prov. 14:8, 11, 15:3.

If the mortgage comes to an end the mortgagee will not oblige the mortgagor in the above case to pay the debt secured not secured in the mortgage. 1 Sam. 21:2, 24:14. 2 Cor. 6:16. 1 Thess. 4:11, Prov. 14:3, 5:11.

The mortgagee's lien is in the same situation only not obliged to pay any debts but those which belong to him bonds 15 but not those which it is his duty to pay 1 Thess. 4:11, Prov. 14:3, 5:11.

If more mortgagees than one are the first to a bond a debt, all one of them are bound to redeem if not as mortgagee like the mortgagor to pay the bond. 12 N. E. C. 52, 3 Cal. 240. 84. 1 Am. 376. at 6:2. The devise of the equity was not obliged to pay the bonds debts but by statute he is in the hands is to pay it. Prov. 14:5, 6. 5:12, 5:11. Whatever part of the hire is bound to pay he must pay before redemption and no other.

If a purchaser of the mortgage has a bond debt of his own and the mortgagor he is entitled precisely to the same equity as the mortgage. Prov. 14:5.

If the debt is really greater than the bond the debt must be held in full notwithstanding that the debt is interest is double the bond. If mortgagor enters contract that is if the mortgagor applies towards...
By Eng. Stat 415. From m. cap. 16. the equity is taken away from the mortgagee if he disposes of the mortgagee by con
ing the prior incumbrances.

No length of time ever had or have is agreed that it mort
gage shall hold until he is paid by rents or profits! for
418. P.S. 1566

Any sort of mortgagee which recognizes the mortgagee right
to settle within the 207 for 18 will prevent this barrier. These disabilities must have existed at the time the equity be
gan i.e. at forfeiture 2 Vam 418. 18th. 6th. 315. 3d. 4th. 393
Upon in the case the mortgagee will be liable to for
164. must take up with the amount of the bond.
Omr. 146, 3 [145], 518. This same case where the first mortgagee will be joint paid to the second as when the first
presumption is made by misrepresenting the first
etate of the title — hence the second may assume
the first — Sec. 153. So where the second estate is secured on
defective title the first estate secured secures the
last. — If the is untrue to the second mortgagee and it does not give
notice in writing it is false. A mortgagee gets rid of the lien of
his land by bonds of his by selling his equity.
Omr. 12. 89, 571. 2 The 1107. 1 [106]. 2 11662
Mortgagees bonds of his are secured only by the mortgage
and his of his

Length of presumption being right of redemption in mortgagee — for its furnishes pre-
sumptive evidence that the bond is not settled,
but the presumption may be rebutted like all other
presumptions — but if mortgagee owns his is false for
the time limited (20 years) after final sale it destroys its presumption
in the meantime. Perhaps it may appear there has been a pay-
ment on the bond a settlement between the parties
petition but stayed — absence of either party — a
device by the mortgagee then affords strongly against the
presumption. 2 Sec. 6. 596. 1 St. 139. 2 33 Sec. 118
Omr. 144. — What ever disability as absence in fact or
some time is allowed as establish a right of entry vigorious
in Sec.

Omr. 150. 165. 3 597. 287
If any land has been purchased upon the mortgage for to prevent his running no length of time will prevent him. 

If the land is not worth enough at the money secured upon the time of mortgage to the mortgage taking possession and imprisoned until it became very valuable.

Now, now, in ability provably take the mortgage out of the state of limitations to the mortgagee, words being able to cause transition our intention that no time can intervene to

Identify the property of the judgement.

Which mortgagee may reach as much as may be a time for the payment always and instantly, was this in no forfeiture thus is no equity. If mortgagee submits to be resumed no time will ever elapse. 2 ed. 1845, Page 165.

The rule respecting acquisition of the second mortgage is grounded on the presumption of understanding between the mortgagee and first mortgagee.

A second mortgage of the same subject is a mortgage of the land itself; it is not of the equity if it were it second mortgage would always have to be returned first. This is a material distinction.

Mortgagee preceding secured by mortgagee.

The mortgagees interest is derivable like the mortgagees and relevancy in lieu of mortgage 1642 1743. Some old authorities declare mortgages instead to personal property the wife would be
owned and devised under all "my mortgages"
the devisee would have had an estate for life only for $30,000. But that is now paid away by a decree of court. All his interest will pay off the mortgage, it being considered now only as a chattel. 2 Term 978. All his interest will pay off our loans, the recovery of which amounts to $5,000. The words "if an estate of necessity" are struck out. 2 Term 645. 1 Vio 325. 2 Vint 351. This however is not true if the mortgage has no other title to any funds. 2 Eq. 680. 3 Alb. 606. B. 608. A. 4167.

Forfeitures obtained against a mortgage by devisee are by contract with mortgagee or within 16 yrs. 315. It is said by some that when the money due on a mortgage is divested that it does not carry the interest as it has a term of $5000, principally secured by mortgage. In devising the debt or bond, the whole of it, we should suppose him meant to devise the interest now accruing. 2 Alb. 113 says, notwithstanding fiction lately made whether a mortgage's interest will pay by devise without these contrivances. 16 cent. 79. 81. 35. 2 Obs. 978. 3 Mod. 260. This is incorrect but it will —

The taking a subsequent in eminence is to a prior one. The last mortgage by releasing the first mortgage secures his own debt before the second. Whoever has the legal title will receive his own debt by taking them together. For the first has the legal title. The subsequent mortgage is only equitable title.
In England incumbrances stand upon it as some footing in order of time, as statutes, judgments, recognizances. In box, we have no stat which interferes and these do not incumber but with as it is must true that prior in time prior notion est in jure. 

In this there must be perfect faith for if one has a prior equitable title he will hold it in spite of any other.

In some states all debts in some all mortgages are recorde d— this is not recording sufficient notice a man that may have notice shall be supposed to have it in equity and in those states if recording is constructive notice there can be no taking.

In four counties in England are recorde d and recorde d is not constructive notice some of our states have determined otherwise when will have the doctrine of taking is done in this way—

1. 1 B. R. 9 Sa. 66. 2 Cow. 133.
2. 117 N. Y. 52 1 Ed. 160. 101 U. S. 142. 2 Ves. 247. Where man, no equal according to the state of the land every man is entitled to his debt. 2 Ves. 570. 1 Stev. 240.

3. Priority is lost sometimes and first by fraud as concealment, his mortgage when required. Second when the prior mortgage has been guilty of great neglect do not take up this title deeds. Particularly when no reading is practical— They are not commonly taken with title for future— Oh 1 Ves. 6 the first mortgagee was witness to the second mortgage and he was fortified by it— But by later decision witnessing is not proof that he knew the contents of it.
This privilege of casting, &c. are called tabula in new fragio 2 Vin 2179.

13. Such knowledge after many years will not exclude its priority.

6. Of 60 acres: 20 are mortgage to &c. &c. where to 13 &c. afterwards it where to 6. &c. afterwards 60 &c. shares in the first mortgage, that shall not mortise more than 20 acres but it shall mortise those 20 acres as 13. shall mortise that unless in fragio 6. all the money upon the first and last mortgage -2 Vin 339. It is to be understood that 13 can in the case conclude to 40 &c. if he please separately, but the 20 cannot be mortise without the 40.
In short, in circumstances where such fraud or deception in offset mortgage will destroy his priority.

1 Ves. 6. 1 Wau 136. 2 Ventris 337. 1 Vinm 370. 2 Ventris 409.
1 P. Wm. 393. 1 Brown 61. 957. 1 Ves. 360. 3 P. Wm. 280.
1 Tar. 755. 263. 2 Vinm 352, if least quotation is a strong case of fraud.

If the inquirer gives good reason to

write, that he is about to lend money to mortgagee, the first

mortgagee, loses his priority by

a subsequent mortgage being in ever his hand.

If the equitable title is equal,

If this subsequent mortgage is new, then

other mortgages & lend his money on such

knowledge he cannot touch.

2 Ves. 574. 1 Vincen 359. 1 Puc 61. 256. i.e. he shall have no priority.

13. The subsequent mortgage may tack also

to a joint-grantee or to any person in assumption & thus

gain such a title to prior in cumbrena as any purchase &

they are secured for so much as the prior mortgage covers

of the equitable title of the grantee.

2 Ventris 359. If known this first in cumbrena covers

resumption in manner

more the subsequent mortgage being, shall hold for all.

1 P. Wm. 4195.
1 Tar. 753. 1 Ves. 863. 323. Pop. 272.

A satisfied in cumbrena is a strange thing

to be found in equity. The bond is paid up after

title is lost. & when no such back title at once.

satisfied in cumbrena carrying it legal

title 1 Vinm 187 which it in cumbrena may occur by

purchase.
2 V. 66 2. 2 Eq. 6a. etb. 59. 5a. 7 V. 66 2. If a mortgage has not been enrolled in proper time, or in case of a judgment, it has not been avoided. In such cases subsequent incumbrance can gain no priority, except by purchasing in the legal estate. For this is no such thing as taking, an equity of any, in incumbrance, but that which carries the legal estate along with it. 1. P.R. 773.


3. If a prior mortgage makes a loan subsequent, it will not take

4. 2. V. 66 2. 2 Eq. 6a. etb. 59. 5a. 7 V. 66 2. If a mortgage makes a subsequent loan, the prior mortgage takes precedence of the subsequent loan upon the ground that the subsequent loan was made upon the faith of the original mortgage. 2. etb. 352

5. For. 230. 2. P.R. 49 4. P. 66. 226. 2 Eq. 6a. 59. 4

6. 2. V. 66 2. 224.
The third mesnals or for appraisel the title would be
ordered to the mortgagee & it would vest directly
in the subsequent without incumbrance 1 892 40 A 322
Vann 279 30 2 Ves. 157 1 Ves. 52. Pow 215

When the prior incumbrance is removed in its
description it gives no priority no legal title
1 P. M. 240. Pow. 215 " No other in incumbrance
can touch but a mortgagee being one who has
a specific lien upon the land. 2 P. M. 391 2 Ves. 661
1 89 60 40 3 35 1 2 Atk 347. The mortgage it seems
must be for first before it is purchased or it
will not stand a last mortgage on a last can not look for
this lien is general not special. A real estate in incumbrance may
then can after tithe to his prior mortgage if
he has no knowledge of intermediate mortgage.
Pow 229. 2 P. M. 494. 2 Atk 352. 2 Ves. 663. 16 h ca. 819

A defective mortgage may be enforced
against creditors if there is no specific lien upon the
land. Then with that as security

While in tracing in incumbrance it is de-
finite the subsequent in incumbrance may. Know-
ing of it intervening one, take & this law
may act than for every one must take care of
his own concerns & and if it own security
you over the claims yours is secured by his destruc-
tion. I'm afraid a man must love himself rather
better then he does his neighbor. Reason of this rule is that a
mortgage defective none too carry to legal estate.
The creditor having a general not a specific lien on the land of business not originally taking it void for security.

This clause will be good security although at the time of the execution of this after-deed the first-mortgagee had knowledge of the after-mortgages, provided the after-mortgagor knew of this clause in the original mortgage—7 Vinm. 52. 100. 2. 236, 285.

When notice is changed by one party and it is not positively, distinctly, and clearly denied it will be deemed confirmed. 11 Vinm. 52, 226. 2 Vinm. 361. 2 Vinm. 450. 3 Vinm. 233. 26 Ch. 311. 73. Powl. 253. So two written or oral agreements amounting to two. 65 95. 38 19. "Wm. 254. i.e. i.e. is the denial of fact.

Our equally strong with the supposition.
If the first mortgage is defective and it affects the other mortgages known to it, lends adhering on this dew, if the will be secure for wa, this is known to the first mortgagee, but the defective mortgage will be good at execution, and the mortgagee, but not at subsequent mortgages. 1 Sel. 6. 320, 35; 21 L.C.J. 191. 2 Vent. S. 41, 1 Del. 147.

Suppose the mortgagee contains a clause removing subsequent debts, this will be good for what there is, but if the mortgagee knows nothing of this, they would not be obliged to keep their sub-
dsequent debts, although, without notice to mortgagee they are con-
sidered part of the mortgage. If on this, it can be shown at the second or third mortgage. Had notice by only one witness, the mortgages surviving to had not notice the bill will be dismissed. 200 254, for it is both, and. If in 6th of 28th, the 1st and 2nd only generally as to the notice given, it also takes particular effect at the, the mortgagees must answer the statements particularly, and the 6th mortgagee can issue vacating it. If he has doubts concerning it, 2 Vis. 250.

In which case if the mortgagor pays before for future he has this election of the persons to whom it is payable—Formed 50.

(a) and the payment ought to resort to the fund from which it was taken. Form 299.

As beguist of a specified legacy to the 5th does not bear his right to the money for he holds merely as trustee in certain doubt.

2 6 17 187 1 Vn 412 Form 302.3
Notice of mortgage upon the death of the grantor

The law formerly was that the estate was to pass to the heir of the mortgagee, in the money; but now a mortgage is considered a chattel for every purpose but one: to get possession of the money must be had to Executor, unless the contract directs it to pay unto it to, but the money is the property of the mortgagee. 1 Eq. 60, p. 326; 1 Vern. 170. There is no case in which the heir can have any benefit, or trace the person forward and pay up all demands before he will hold the legal title.

We have two funds to pay debts personal in 84., namely, one in the hands of the heir, the money that on mortgage was one personal property and it was not intended to purchase land.

Whether the equity is purchased or the mortgage is foreclosed it goes to the heir. 2 Vict. 368, Lord 267. 1 Brown 283. 2 Vern. 299, 301.

Suppose the mortgagee pays it to the 84. and the buyer he will convey or be compelled to receive the security. That the heir must pay over the money to the 84., if the mortgage be showing. 2 Vern. 292. 2 Vict. 368, 351. As in 84. it must be paid to the heir, but if the money is not paid by the mortgagee to the heir of the mortgagee, must convey it to the heir, even if there was no title to due from the estate, to be distributed as chattels, 1 Vern. 170. 8 Eq. 60, p. 326.
(a) But the whole estate does not go to the representatives as Powny incorrectly says.

(b) 2 Vern 1793. 1 Vern 44. 170. and even if the equity had run out by Statute of Limitations, if the mortgage had not taken possession it would still be personal to go to Eq.
If the mortgagor releases his equity to the
lender, the personal representatives will have the same interest. If the
moneys secured by the mortgage are sufficient, the personal
representatives will be entitled to the money.

If the mortgagee had taken possession
it would have dissolved to the heir, if there had been
insufficiency. A mortgagee to B, B sells to C. A may
redeem from C, but if C dies in possession it loses
all real estate, descends to his heir for the benefit of
as real property. 1 Vern 271. And distinctly considered
such. If mortgagee advances the land as real
property, the advances take it as real property, and
goes to his heir. 2 Bow 969. 2 Vern 581. Per 6th 265.

The mortgagee interest has no effect upon
the mortgagee in any other action, unless there is a
moneys secured by mortgage is attached to be laid out in hands mortgaged in any particular manner, it is bound by the articles, and goes as the bond would have gone if purchased with the money.

Here joint tenants, in default of common mortgagor is different. Thus joint mortgagors
not joint personal chattels, if not executed do not take places, they are tenants, in common
after foreclosure.

2 Bow 286. 1st 167
2 24th 55. 3 733. 1st 15. 3 Bow 253

Of the claimant of mortgagor's wife in the
mortgagor's premises. When a man would chuse
of his hands his wife must join if he would
free her from.
(a) but if the mortgage is made by husband alone, the right of owner is paramount to that of mortgagee.

(b) this rule holds only where the mortgage is prior to the joint tenancy, but it does not hold where the joint tenancy is in articles executory it is not executed by deeds of settlement — and if after such executory joint tenancy the husband mortgaged the without notice she has — the right of redemption — 2 Vent. 323, 1 Vern. 191, 1 Eq. 240 316, since she will hold for his life and the wife should hold until the money was raised which she laid out upon the redemption. 2 Vent. 343, 2 P. C. 514.

(e) a settlement of mortgaged premises, made after marriage, is not void against a second mortgage, although the latter notice than of P. R. M. 2 365. 6.
And if the wife joins in mortgage she has no
more right than any person interested in it equally
(2) 1 K. 29:14-17. is postponed to the mortgage.

If more than a mortgage it after marriage
she makes a joinder — the mortgage is not af
fected by the joinder — the wife may take down
or redeem the mortgage & if the husband she
will hold it — but if she joined in the mort-
gage she would have to bear the proportion to wit
one third. (b) 16 b. 17a. 271. 1 Vern 213 2 Ba 228
Chief after marriage she joins in a firm she
must pay her proportion in the mortgage does not mean she must
keep down but if mortgage given at no joiinder in
money to be an after marriage debt 16 b. 119.
Prov. 3:15. If has been a before marriage interest
in to bonds to leave his wife a sum of money on his
death the she could the redeem as creditor — the
husband consid the bond as good against the wife; a contingent creditor under his trust, and if he becomes bankrupt, a bond is given
up to her and wife, she is the surviving heir.
2 K. 20:1. 20:9, 10. If husband takes mortgage in the name
of self & wife & he dies first — she is entitled to the
bond — if husband were affected besides to pay the duty, the
same as if she wanted to convey it to his wife &
know, she would hold after his death — it is a good
conveyance as well to the creditors all. 3 K. 10:1, 3, 5, 5,
2 K. 68:3, 18b. 94. The mortgage made before marriage & the wife comes only to be em
[67] In ammunity is considered a trust estate of which a widow cannot be endowed. But in law as a widow may be endowed of an equity of redemption, if in Esq. a husband in my time settled of his own mortgaged, and a widow may be endowed on the omission of the term mortgaged, for the termination of the term vests the estate at curia. Per 6th 133. 2 Vern 403.

[68] But a covenant by husband and wife, that he and his wife will levy fine, will not be binding upon him in case of his death. It being a matter in law that a fine court cannot be bound with the estate. Per 339. 1 Esq. 64. 61. 2. Vern 2 P. Wm. 127. 8.

[69] If the will join in the fine without reserving absolutely any right of redemption, she does not part with her title absolutely. There is a resulting trust for her to have her estate when it increases as it is paid off. Per 346. 2 Bn. 66. 161. see also 7 Edw. 3 82. 1 Vern 213. in case to it being she is considered in law as the mortgagee is entitled to his effects as virtually personal of the husband estate.

[70] The mortgagee being originally the estate of the husband the wife by consenting to change his hands with it does not make it so that it was before. Per 689. 604. 1 Vern 135.
Mortgage by husband and wife of her free
hold estate — The husband is by marriage, only as
titled to the wife's freehold only during coverture and if
she has issue, during life by the husband. 1 P.M. 127.

(6) The wife may join with him by which
the sale is absolute and of course can mortgage
them — and if the wife can bind herself thereto
forever if the husband does not assent to it.

2 P.M. 127. Tit. 46, 21. 1 Venn. 61. Eq. 60. Alb. 361. 1 Alb. 375. Stat. 36. 265.

Suppose the wife separately or with husband informed
in manner that does not bind him t' after the
hands death the power prevents it. It is called an
exercising a good — of course a contract respecting her hands
is not void, Doug. 53. Pake 154. 2 P.M. 127.

V 526. Conn. 201. It is only validable — at formal estate, the
wife contract avoids. If wife with husband makes a lease
and after the hands death the renting with the lease
is good this being an exercising. 2 P.M. 125. 201.

If wife joins in a mortgage t is it is
instituted and mortgage binds more money when that
security at the wife will it will tack. 2 P.M. 122.

The mortgage has due to legal title but
not as much equity as the wife certainly.

The wife, said is mortgaged to secure the
husband's debts, although she lived a fine. His personal property
shall be first applied in discharge of them. (6) after all other debts
are first paid. Pake 342. 1 P.M. 261. 2 before he came over 164. 347.
Wife cannot be alive to administrate husband's estate. He holds the husband's land until the heir will redeem the standing in place of mortgage.
The principles upon which the courts have decided is, that if a mortgagee has by the mortgage the legal title it also as much equity as the wife or her heirs in her estate to the property takes to when it quits its equal to the legal title shall prevail.

If a firm sole becomes a mortgagee on marriage and the husband makes a settlement in consideration of his portion of fortune, it amounts to a present and all her choses will go to the husband. 428. 332. Eq. 6. 68. 2 Vern. 501. 281. And if she dies it will go to him but if he dies first it will go to his representatives. 6. 412.

In case of a voluntary settlement after marriage, Lord Hardwicke says it would not be a purchase the wife being unable to contract, but what if she should take the settlement says Judge Croke why give it not have the same effect as a present after marriage? If she takes it she should think she would be bound by it. 349. 550. 2 at 7. 1214

If a settlement is made upon the wife before marriage but in consideration of part of her fortune only it will do away the general presumption that it was in consideration of the whole it in such ease it is afterwards that what is not specially conveyed to the husband will survive to the wife. 6. 63. 350. 1 Eq. 62. 690.
add.

If the husband or creditor get possession of the wife's mortgage, it will indeed be with either of them trustees for her, but the trustees or their assignees may have acquired a title by adverse possession of the latter kind. The courts of law will not interfere to take from either any legal title she or they may have acquired. 1 Bom. 545, 3 P. W. N. 197.

But if the husband will make some reasonable provision for her, the courts will not interfere and will hold anything from her as having been made to her credit, have the same rights. 13 P. W. N. 324, 459.

Although the court of equity will not interfere against the wife in favour of the husband's assignment, yet it will interfere in favour of a specific assignment of the mortgage by the husband for a valuable consideration. It will not interfere in favour of creditors who have only a general lien on the husband's property, but only in favour of those who have a specific lien. 2 Term. 270.

A mere inventory agreement by the husband to assign for a valuable consideration his wife's mortgage as security for a debt, with a delivery of the same, will bind as the mortgage for the amount of the debt for which the assignment was made. 2 Dall. 270, 3 P. W. N. 364. The residence belongs to the wife and her children.

This rule is liable to be qualified by the intention of the mortgagee.
When it is a settlement in respect of a covenant to be made.

If the wife dies first, the portion thus left will go to him if he dies it will go to his Ex-Pow 351. But if settlement made in consideration of part of her portion it amounts to a purchase of that part known (over page back) if the wife dies before settlement and of the assignee for it. This will amount to a purchase. If the wife forbids him to make the settlement over her

P 62 312. Ex 62. Ab 70. Pow 357 2. 2 Van 68.

Sometimes it settlement is made of a specific word of if it does not amount to so much it does not amount to a purchase of her portion 2 Van 68. 1 Ex 62. Ab 68. Pow 352. Remember that if it wife is mortgage to the husband is as much entitled to her mortgage as to her bonds to notes. And it is useless them to repudiate they are absolutely his but he cannot dispose of them without valuable consideration 2 Van 161 2 Van 170. Probs 118.

Out of what funds mortgage are to be re

When there is a distinction between the heir in those who are to pay duty

The rule that the funds which has been in

enclosed by the debt is to pay it as when bond is mortgage for keeping. The heir may call on the person to perform before reviving to the end after payment of duties then in Ex 2 the heir might claim the said sum when the bond is not worth re-

claiming no such temptation in our bounty

18 449. 54 52. Pow 61. 3 P 358. 168. 6 269.
If personal property is bigregated among relatives, it goes to exist with mortgage.

If one purchases an equity of redemption, his heir or devisee, shall claim upon the purchaser's personal property to abideum it, 3 How. 412. 1 How. 61, 407. So if the mortgagor, or mortgagee, is not the estate of the owner of the equity, the estate itself on the owner's death shall wear the burden. His estate has not been benefitted if of course one is not liable 1 How. 347.

1 B. Ch. 45. 58. 454.

21 st. 30. 212. 213 d. 30. 25. 231.
Suppose the mortgage runs up to the bond of the
hire. If the mortgagor immediately apply to the executor
to pay the money, for he must relieve his estate from
such encumbrance as it is with the devise.

If the mortgagee further his estate with any
manifest intention that it should be taken with
brevity, over and above the case, but even if the real estate is
charged generally with the payment of debt, it is thus understood by
merging the estate. Our courts say that if a man acquires
his real property for payment of debt he must to
secure his personal.

It devolves all his real property to a V and
all his personal to the devisee, leaving debt unpaid. All the personal
property is to be first applied to redeem the mortgage, see 1 Ves 546.
2 Ves 768
Lea. The 4 57.6 editor if a contrary intention is clearly mani-

It is determined that the heir is not entitled to the

of the mortgage, when it has been specifically 1 Pem. 127, 1 & 2 of 6 79.

If a one secure his estate "subject to the income
incomes it is said the debt must be paid out of the
personal property. As it description is contained in the word
of the particular estate for sake of certainty. It seems clearly means
the estate to pay without in uncertain, even if their must pay them out
of real estate of mortgage. Pem. 393. 2 22. 224.

It is a general rule that mortgage which en
encumbrance one need as well as bond & note. As much
that takes too must interest he for into this security debt i.e. if he gets too much into his bond. As much
not too much, the bond is void. But if he have enough
as he takes note for too much interest he is
subject to money from that. (9)
(c) on a reasoning into the origin of the loan which is a mining town, the contract was made in 1853. It be knows that, but I make it at 1846. Mr. P. then was in

Incurring a note (originally

more in 1875 but 1876) in 6% at recommend the 7% it is unless.

Instruct the name of the court as a hierarchy.

The grounds of it is that it is not good policy.


...A mortgagor said if a mortgage is given on 50 cents of the mortgage term and the mortgage is void, rising as it is imposed to a private original agreement (2) 3 c at the 15th. 21st. 727 17th. 178. An arbitrary distinction has been made in Ch. between the contracts of sale and has been made to pay less than lawful interest if the money is paid at the time there is no more but if the payment is not this made it is to be paid to three. this agreement will not be enforced by Ch. if the agreement is to pay five and if the money is paid by the time no more than four will be taken. the suit will enforce the latter. Pemb. 166. 2 At. 161 3 H. 134 1 PMN. 162 3 3 lips. 68. 300. 402.

The court will enforce a contract to pay confirmed interest. The principle is to take of all those who will not take care of themselves. it is not on the ground of contract. They do not intend to say that it is unusual Pemb. 116. 2 At. 331. 1 PMN. 655.

Suppose the mortgage is due to sell the mortgage. The principal that is constitutive the sum upon which the suit is hereafter to be and if the mortgage is properly exempt...

When an application is made to the chancery the mortgagor makes a report and converts interest into principal, all from the time interest is confirmed by the chancellor. 1 Val. 169 2 At. 155 3 At. 271. 1 VPP 168. But if a person purchases with the debt of the mortgagor when the mortgage goes to recover, he is only to pay the simple principal in fact.\end{document}
If mortgagee agrees with certain of mortgagor, after the clause is legible, so
the mortgagor must have interest on the interest. It is a contract
like manure, to pay the debt of mortgagor. 2 id. 135. 3 id. 171.

(c) Any case in case of an infant, the benjamin being good
on his part, it would not make it void.

(d) A conveyance or a conveyance for its own interest, that is such inter-
est in some does not convert it into principal.
1 P.M. 135. The rule is this: an interest bargain at the time
of making the mortgage to pay, even from the interest is not
binding, and after interest has actually been paid, such an in-
interest would the benjamin, 2 id. 44.

(e) The mortgagor having given some notice of his intention to make
the transfer. Such notice will also bar the right of the trans-
er of the mortgage to recover in trust. It is probably also of his
commoner experience. 2 P.M. 378. As shown in a suit if the transfer
always merely to pay it, he will set the same back to recover the
profit of the

(f)
Thus must be no confusion or can proceed to con-
tract, and in a principal, that no assignment for that. 2 Eq. 3a. 463. 2929

When the sum is liquidated between the parties in the mortgage:
the assignee in the assignment this act does not bind the mortgagor. Vn. 388

When there is a suit pending at the
Master in chancery, the sum due so much $600
principal the court decrees that the sum to be
paid is $1200 principal with the last on it which
sum from the confirmation by the Chancellor, for such which
confirmed is in the nature of a pledge at law. 2 Vn. 135. D. 6381. 166.
500. Bow 129. 1 P.M. 673. 453. 376. that if a master or king
an infant it does not in all cases amount to prima facie when the
issue is left it never does. If however the infant is Mfr. 67 it does
189. 169. 28. 2 Boro 169. 6b. 56. = 1 Vn. 372. 673.
25. Thus have been cases where the bargain was
very beneficial compound interest was allowed. 2a.
169. 169. 169. 28. It is not true that interest when
interest is to be allowed after the execution and
assignment to pay it one the report of a master,
or any way to pay it after it has accrued will be earn it. Bulk 249
2d 15. 331. Of the rest of tenor after the delay is past:
It is for future. If a tenor in certain cases
an owed by mortgagor to mortgage, the mortgagee
of this can take no interest or case of this
kind is where the sum due is exactly known by
both parties, no tenor is good when the sum is
not certain. It is the same that makes the tenor most
suitable with that he has right to money lend of ready for
mortgage because no advantage from it. himself 2 P.M. 378
2 Vn. 372. 673. 3d 169. 40
Lessor of bank bills is not good issue in this respect - I have no objection to this merely as bill. — 1 Eq. 69, 263-16
1 Vict. 339. The law of tender respecting mortgagor's mortgage bonds is on all alike — the tender must be made to a person present, and the place of payment is given. 2 Eq. 62, 378. is not particularly specified. If place and time are specified the mortgagee cannot make a tender at any other time or place — that is tender at the time if tender is good even if mortgagee is not present. 2 Eq. 62, 1112.
2 Eq. 62, 378. If no place is specified the mortgagee appoints one giving mortgagee notice who does not object to it and it is reasonable to tender at that place if good.
2 Eq. 62, 378. An one in one year when the mortgage runs over to avoid a tender one made at the house of the mortgagee was called sufficient. 1 Eq. 58, 29.

1st if the mortgagee has any doubts as to any legal question arising from tender, he shall have a reasonable time to satisfy himself by counsel.

To also when a tender is made by a person claiming the equity of redemption he shall be allowed time to investigate the facts whether such claimant is the real owner of the equity. 2 Eq. 64, 603, 3 Atk. 90.

And when any other person comes to make because the mortgagee does not give him a reasonable time to satisfy himself.

Powell says estates may be achieved on a mortgage by partial agreement — this is not exactly true — that a partial agreement may alter a contract. But the partial agreement will be admitted to rebut a claim in equity.
(a) i.e. if the price of the loan is paid by with interest the
mortgagor gives the price at which it was to that with the
interest the price for the whole time until the contract is proved
(Th. 62 60 53).

(b) Although there be a private agreement between the mortgagor
mortgagor for an allowance or for the mortgagor trouble in
securing rents or profits of the estate, yet, the court will not carry
it into execution for equity will not allow him any more
than his principal interest 2 at 5. 120. Prov. 2 66.

(c) Without consent of mortgagor the mortgagor being sup-
posed in possession before assignment. 1891 ba 4. 32 8. 3. Prov. 2
155. 2 6 ba 3.
On the matter of accounting

When a mortgage is terminated in possession there is no
account to be made of the mortgage. 2 c 107. 2 Deq 266. The Mort-
gagee may wish to get possession on bringing an ejectment. He
may or may not recover the mortgage. 1 Wm 278. 2 c 524.

Thus the bailiff of the mortgagee
the rents & profits are applied to the debt & the residue to the prin-
cipal. If he keeps, the sum to be accounted for liquidated.

But the mortgagee in ordinary cases is not allowed anything for being owner—till if be lives at a distance he will be allowed the expense of hiring
a skilful receiver. 2 Wm 266. 1 Wm 316. 3 c 518.

In accounting, it is a common thing to transfer
noto bonds to secured by mortgage. and when the mortgagor
brings his bill for rent, &c. each sum that has been
in possession must account for it, rents, \\

If mortgagee applies to a bankrupt, it must
account for the whole time, &c. to be allowed against the
mortgagee. such an assignment being breach of trust. 2 Wm 267.

The general rule in accounting is, what the
mortgagee has received, not what he might have re-
cived. that is, account will not include gross
negligence or default. 1 Wm 45 2 26 328.

2 Wm 45 2 26. 3 16. 26 255. 3. Bow 267. 8.
(a) It is not borne or known to account for the profit which accrued on mortgage before notice of the subsequent assignment, the rule supposes notice to have been given resulting from subsequent assignment. 2 P. C. 200. His mortgagee does no injury if no subsequent intervention. 1 P. C. 288.

(c) i.e. as long as it shall appear that the receipt was executed for the time of the payment or delivery. 2 D. 469.

After the mortgagee has assigned his interest, a bill set for redemption against the assignee must join the mortgagee as payee, for he must account for the profit which he himself has received. 1 R. 205, 574.
Suppose it is not the mortgagee that comes to claim but the second or third in succession——the rule is more strict——he must account for all the profits after what man might have made 1 Vin 270. 10. 61. 30. 2 468. 9. 3 Bge 46-650. (2)

The second in succession is not interested in how much he pays because the mortgagee will have it to pay to him——it is the mortgagee who has all the benefit of this strict construction——It may be that the first mortgagee will not take possession when the other mortgagees wish him to——the second in succession may yet the mortgagee——if the first mortgagee gives the mortgagee his title deeds to present it equitably——which is called funding——the rule in equity is that the first mortgagee is to account for the rent and profit while the mortgagee remained in possession——the first mortgagee does not loose this sum if the mortgagee is able to pay it 1 Vin 267. 3 Bge 658

When there are several mortgagees——the first settles his estate——with the mortgagee——the second comes to redeem this legitimate sum is what he is to pay if there is no found in collateral 1 Eq. 66. & 67. 12 3 Bge. 689. 16 3. 289. But when the mortgagee sells his estate——he makes up an account with the apignors——the sum due on the mortgage and if the mortgagee of rents to it——the is not bound by 1 Bge. 68. 10 3. 292

After several apignments——the last apignee is not bound to account for the profits before his own time——they shall be set off against the rent which they previously received 1 Bge. 102. 11 2. 292
the form. At noon the leaves are lifted from the shrubbery in order to dry the 
flowers. The flowers are kept in a room where the air is cool and the 

year begins on the first of April.
of mortgagee attains to superior mortgagee liens over it, and the
amount of mortgage is determining shall be allowed, in which
accounting on mortgagee bringing a bill to issue. 2 Term 536. P. 473.
Then on two main of accounting

1. By annual rents is by an application of it sur
plus of the annual rents over the Interest to the principal
This is not done until the surplus is very large
for it gives the mortgagee great advantage. 2 Term 534.

2. The common rule is to add the sums of rents to
together and applying them to the aggregate of the debt &
interest.

The computing of Interest is very important in
the case of mortgagees.

The rule required by the 1st Court
First, the interest upon the sum to the first payment and
subtract the payment from the amount and for the second
payment subtract the interest on the sum due after the first pay
ment inclusive of the interest there added to interest & sub
tract the second payment to so on.
Always apply the payment first to the interest to
the surplus to the principal.

As claims shall occur 1 to 18. 2 Term 260.
Not for the value of the land — but if the mortgage
is sold, it being personal property, its former will not
be increased — it is no excised in bount Pennsylvania
The time limited will be somewhat in proportion to the debts
demanded by the court of such length as to do all possible equity.
Foreclosure

It was thought unreasonable that the mortgagor should have this unsecured interest in the land, placing no probability of redemption. If the court grants foreclosure against him, it turns the mortgage into real property. If he does not, foreclosure does not operate.An action of foreclosure is not personal but conventional as if the debt is not paid with the time limited, the equity is forever barred 2 Bl. 1798.

Foreclosure may be opened by petition after the time limited is paid for the continuation of the decree if the mortgage and the bond, the foreclosure is clearly found. It is common for refusals of lessee to mortgaging the reversion, the lease is a prior inconsiderance.

The application in this case is for a decree of sale of foreclosure, which it is in favor of a harmful grant 2 Bl. 1795.

Every body who have a specific lien upon the land will object except they have a right to a mortgageable under the bill. 1 Bl. 368. 2 Wend 265. 1 Ven. 231.
Deficiency will never be assessed unless after judgment

When no certain circumstances shall arise to prevent the
proceedings on an agreement. Pro 27:7
2 At 3:24

Mortgage money being given upon the burning of this or
any other mortgage
but if this another he cannot thus cut off their right to

(a) So without blame if it appear upon the hearing that
personal representation is not made a party the heir cannot
proceed Pro 27:7.

Remain our man is not bound by or decree of foreclosed ap-
tenance for life only. If (the A Man) is made party to the sale
Pro 27:83. 2 At 10:1, 16:1, Rev 2:17
If this be so then in the bill he may have they term on proper of the mortgage and
his, if he yet the same I do not say the only bill can get the land he
doesn't
It is laid down in the books, that when title for foreclosure is sought, the mortgagor has not right to dispute the mortgage title, that it not true if considered as denying the right of continuance, but that mortgage is a right given to come to foreclosure. Prov. 27:6 2 Ch. 68:2 68:26.

Suppose the mortgagor has actually got the title when the mortgage comes to foreclosure, the doctrine will break a foreclosure, which is the case in some mortgages.

The mortgage may pursue all his remedies to secure his money—2 Esth. 3:4, so new to land, bring bill to foreclosure, an ejectment at law, all at same time, and in some states may bring upon the equity side, secure the legal and equitable title.

1 in these cases when the levy is not made, the land is sold at the first, the mortgage may apply to be for the sale.

Growing a foreclosure is not a matter of course. Sosa may act with discretion, as when the interest is prospect of its being injurious. 2 Tim. 2:9 1 Thes. 5:8.

When mortgagor has applied to redeem the debt, have given a time for the payment if he does not redeem, the 2nd upon application will immediately, without more or day dismiss the bill which is equivalent to foreclosure. 2 Esth. 26:26.

If the mortgagor bring cause for a decree of foreclosure or to have mortgagor pay the money, it is good cause of discernment that it be of mortgagor who may have title to the mortgage, money is in property. Prov. 27:9 26:26 68:2 69:2. 1 Thes. 5:1.
(a) The issue is whether the mortgagee is of equities, interest, the personal representation of the mortgagor, and not to be made a party to a bill of redemption; they have no interest in the equity of redemption of a trust created. — 3 Bl. & M. 333 note.

(b) In this case the mortgagor, by not being jointly the security by bill against the hire of mortgagor, never the less en- joys the hire until he pays over the money to the mortgagor for his benefit. 2 Vern. 67. 367. 193

(c) even that the tenant was no debt. If mortgagor in fact mortgage will not renew, or the mortgagor has foreclosed, or if the mortgage be of so extensive a description as does not to be redeemable, then the mortgagee be in actual possession, the rule is the same:

2 Vern. 193.

If mortgagee会同 in trust, force and it true his hire, it is turning. 2 Vern. 193. 2 162. 16. 66. 62. 2 177. it is true for because he has the same complete over the state, not so in trust for life (see note).

(d) Not so with some court her as ability arising from his own act. — see 3 Bl. & M. 332. 2 388. 2 389. 2 312. 2 304. 2 305. 2 307. It may remain as to the diminution forever more. It is said that a mortgagee must procure an order of such a state if you declare with the power of the Equity is an im- portant. 2 Vern. 295. 2 Vern. 2 39. 2 182. 3. Bl. & M. 304

Mortgagor 162. 16. 66. 62. 2 177. it is true for because he has the same complete over the state, not so in trust for life (see note).
When the mortgagor himself comes forward to redeem the mortgage, 
and not be joined, the bill is to be 
best. of the lien alone except in case of statute interest (a) 
Dow 879.

If the mortgagor him self gives a deed 
of foreclosure it will be binding 2 Vern 66. 1003541 
as against mortgagee (b)

When the mortgagor avails himself of the equity of redemption 
the 6th mortgagor can to have the benefit of the mortgage 2 Vern 193. 26. per 
Ar. 3. 608. (c)

From the 6th of equity can be landed 
months in a 6th of law, one hundred months.

The Revisor may bring a bill to redeem when 
the equity is all excised without the debtor.

The mortgagor will receive against 
as any subsequent inembedding can be joined in the bill 
2 Vern. 51. 185. 663. at large is given to a minor heir, viz. 6 mo. of 
interest sinecumque

Paw. 62. 185. 2 Vern. 
342. 292. 5792 Ves 23. 2 PM 101. 
Dow. 189. 30. 114. 352.

If mortgagor has been guilty of fraud in the 
taking his foreclosure, the foreclosure will be opened 1 Mod. 183
189 6. 340. 605. 639. Vern. 276. when the court enforces

A juster creditor tenues money to 
the mortgagor to redeem - but the mortgagor repudiates 
the foreclosure will be opened 2 Vern. 301

Dow. 492. (Not so if mortgagor had no actual motives there.)

The first mortgagee forecloses the mortgagor 
but not the second mortgagee - the latter must pay 
all the interest of the foreclosure when he comes to redeem 2 Vern 185. 16267 think the amends small in the time of 2 incumbrance.
(c) The reason of this rule obviously is that the interest of the mortgagee in the houses is neutralised, but subject to the subsequent mortgagee.

Regularly, as foreclosure is not to be avoided when the mortgagee has acquired for several years in the belief of the mortgage under the foreclosure. So, even if it is the practice of the mortgagee to pay rent within the time limited in the decree, to make it absolute by fault or not?
Not uncommon for a man to engange this time out in the scheme for foreclosure. 1876 ab 263 65.

Foreclosure in many opined in favour of a man voluntarily we have at least no instance of it 1 Wit 230. Par. 892. 231. 1 P& M* 291.

First mortgagee obtains a decree to all the parties concerned authorising it to the mortgagor the foreclosure is also partly opened. 2 Wit 235. 1 Wit 278. Sleth 276, and the land is now subject to a prior to the new encumbrance which up to the motion of an equitable equlibale (e).

If the mortgagees secure the bond after foreclosure the foreclosure is utterly opened 1876 ba 317 this suit amounts to a variance.

It has been determined but not now believed that foreclosure was a satisfaction of the debt this in bom provided 1 P& M 202.

It is not uncommon to devise away the bond or value of the foreclosure running to foreclosure independent long acquiescence in the claim makes it difficult to show the foreclosure.

Eg ba 262 177.

It is not the small sum of the debt & land being valuable it causes a delay but all the circumstances taken together, means intimation necessity produce K._ I was more concerned in two cases in which the foreclosure was opened.
Notice can of two kinds, viz.
1. express or written
2. constructive or implied

A man is said to have actual notice when he is party to a deed or has notice received upon him that a flying report is not notice. It is in such a case that any thing which is sufficient to put the party upon search. It will be this if the report is of such a nature as that the party may know where to inquire. A flying report to lend money to a stranger on some house or mortgage, some one says, "B has a mortgage of this land," this is not actual notice.

The presumption notice is made of a set of facts from the existence of which the party must be presumed to get knowledge.

It makes a deed containing a recital of a fact, the must be presumed to know that fact. 1 Vin. 319.

2 Vin. 662. 2 Eq. 624 Alb. Gilbert Rep. 8

4th. a devisee looks subject to legacies and mortgages to the. A must be presumed to have notice of these in such cases as he was on occasion to examine the will. In a deed containing a prior charge upon the lands, it is presumed to be notice of the prior charge. Rev. 266. 2 Vin. 486. Rev. 271. 2 Vin. 384. The only hard case that whatever is sufficiently to put a man upon an examination is notice, is to be construed as above explained.
A notice of a deed stating or necessary in flying in that
there is a prior incumbrance on the land is deemed suffi-
cient notice to the person holding the incumbrance.

(b) even when one is agent for both parties (Viz. 55. as in mar-
rriage settlements.)

(c) A question has arisen in law, whether a subsequent mort-
gagee were to take the equity to the legal estate by purcha-
sing in the legal estate, on the intervening in connex-
on with what has been recorded. The principal reason
ought to be restrained as notice, for certainly their object is to
give notice to third persons merely and not to the immi-
mediate parties — but in Exp. the point of registering inter-
mediate incumbrance has not been considered construc-
tion notice. — Pre. 28. 1 Eq. 60. Abg. 615. 2 Eq. 62. Abg. 607.

(d) A subsequent mortgagee registered is preferred to a prior one
not registered. If subsequent mortgagee had not actual no-
tice. — Viz. 64. 2 et. tithe 646. 2 et. tithe 775. 2 Abq. 62. 2 25.

(e) This holds equally well in any manner of common purchaser.
It has been said when a man has been in possession of the land for some time, it is notice to a stranger of the incumbrance to the property.

Notice to be made of agents when acting on behalf of 1 Vic 61. 59. 55.

Sec. 477. 485. is constructive notice to the principal.

When a man acts without authority of the principal and after satisfying his claim, it makes him an agent of the principal.

An act of bankruptcy or an insolvency judgment will not prevent a subsequent mortgagee from taking unless it is known to him or his successor.

1 Vic 61. 59. 55. 2 Vic 275. 2 Doy 609

In some countries, the ability of registering deeds is becoming more and more known, and the practice is gaining ground in all our States. It is not practiced in England except in four counties. Where a man that has deed recorded first holds the land except under certain circumstances. If two deeds are given by the same owner of one piece of land to the last grantor without notice of the first grant, the deed recorded first is held. A subsequent mortgagee having notice of a prior mortgage not registered cannot give a priority by registering his mortgage after purchasing in the legal estate.

1 Vic 61. 55. 2 Vic 275. 2 Doy 609

A man that purchases for valuable consideration with notice of a prior volition, grants shall hold it. 275. 2 Doy 609. I am not sure this is according to 61. 55.
It is established by Sec. 27 of Clp. 27 that a man of the State is perfectly entitled, that is, that the act done is evidence of the first voluntary grant being fraudulent, showing a deed from 280.711.

If our purchaser of a prior incumbrance will notice and sells to one who had no notice - this notice will not affect the last purchaser.

At the mortgage to 13 from 6, then to 6 who has notice of the prior incumbrance and then 13 sells it to 6 without notice. 6 who had no notice at the time of purchase is not affected by the notice which 6 had.

A purchaser will notice himself from a person who bought without notice may get his himself under the first purchaser 2 with 242.

Further 6 sells to 13 who has notice of an incumbrance on the estate; 13 sells to 6 who has no notice, and he to 6 who has notice, this does not annul the first notice to 13. Sec. a. 331. 107. 2494. 1 with 571.
...That is nothing to carry forward, formally by delivery attested to in writing and sealed ad interim. Is this? I know not if for life or for such time.

The clause must be written before the signing & delivery to the surety. It delivers a blank paper with direction for filling it up. It will not be his deed. & Cen. 3. 26. Depl. 13.

Which statute ensures that all leases for years except leases for three years or which there is reserved, about of two thirds of the annual value, must be in writing as well as all contracts restricting lands (c) for the said must be sealed & the contract made to be...
Allocation by Deed

Allocation of a given estate are two by purchase and one by descent or by
purchase. — Descent is when an estate passes upon the death
of an owner to the person designated by him as his heir,

Whether or not points made in real property
it must be done by deed i.e. by sealed instrument.

The rule was established long before the statute of
frauds 1798. Conveyance was formerly made by
 warranty of title, afterwards the warranty was omitted
and no warranty was required to the deed, the
conveyance was performed by recording, often without reciting,
and in conformity of facts held by warranty of title.

It shall now be in writing executed and sealed
this sealing imports a consideration of nothing in the
deed antes and presumption —

Lack of a cause continued to be frequent
not until the State of Pennsylvania which has
been adopted by most of other States in the Union —

All necessary contracts exposing bonds
must be written, the it is not necessary to sell
it as a share for years & signed by it party

So this is a great difference between a deed
executed and a contract to convey (1) Courts will
enforce such covenants. So consider this as a
trustee
A fault is not conclusive as to [that it is not conclusive] unless it be a matter of avoidance. Ex. 19:14ff. 15:1

A fault without covenant cannot befall, or prevent, or put matter of useless.
I will notice the history of conveying.

The Roman nations who broke in upon the Roman Empire had no real idea of holding land; a man had only his person secure, and his right to his property. He could not be called out of his land, but could sell it when he pleased. The state of things continued so till the introduction of the constitution, when this state of things was changed. The state of things when the state of things was changed, was this: whenever a person purchased a piece of land, it was his own; he could sell it, give it, or do anything he pleased with it. He could not be called out of it by the state of the state of things. He could sell it, give it, or do anything he pleased with it. He could not be called out of it by the state of the state of things.

It became after this that a man might sell one half of his land to another man, and by the state of things this man might sell the whole of his land to another man. There was no more distinction between lands purchased and lands inherited than there is between land and land. The power of alienation, except to the king, terminated in the state; and the state had the same power when passing a law. The state of things was abolished by Stat. 12 Eliz. D.
By 1572 Sec 1 lands became liable for rent on half only and that by that Mr. John Staple being judge confirmed requiring only per cent. I often wonder they renamed bodies for all especially.

If the land conveyed is described by metes, bounds, I assume that description the grantee is not liable on his covenant the land should fall short of its quantity mentioned in the deed for it is a rule that a description by metes bounds will always govern unless there is a special covenant as to the quantity

1 Sc. 305. When the metes or distances given do not correspond with the boundaries mentioned, the latter will govern, if the grantor will not be liable on his covenant, if it falls short. If the description is by metes or lengths of time or quantity the grantee will not be liable if his lands answer the first description. The metes will govern if they can be clearly ascertained, if they are doubtful the length of the time is a fair argument to show that one vaster than the other was intended. But if the description is by quantity only the grantee is liable on his covenant, for deficiencies until the word "more or less" or similar words are introduced and it is only in cases of quantity that these or equivalent words are of any use. These rules are chiefly found in adjudicating in one own country, for lands are generally not to describe, but in Eng. & Deny. 1411.
An estab p a man and the heir his son scn that he resc or in the pleas in the only they go to his
heir if the said ins division of the

In time of the estate of a minor and might be taken
any of for this death or in the death or the death of his life
after the death of the only liable for the

In which states the land is sold at the
just to satisfy debts after the death of death

Who are disabled for making deeds

It when a person is out of profession his deed
would be void at common law. St. 1 1.11. in affin
marriage of the b.1. was at the time of the
It is to prevent lawsuits arising from disputes
between the man owning an oil and to the division of
its value be good as preventing litigation. Plow. 88. Hunt. 9 2.
28. 29. N. Mo. 51. Co. 449, 48, 2, 7, 3, 70. C. S. 147. 36, 85
469 14 By the B. 11. that the person should be in a year
to secure the manliness of the b. 1. fine could be exacted.
According to time. It does not mean that a man
being sold, but correlate one in not does it like
but it remains in a division.

2°. A disabled person can disbar - has no
no effect in our living correction of blood not known
in a manner.
His children may bring suit a commission to enquire whether lunatic or not - a demand if the issue is in it affirmative to motion to said another method is by putting it in motion of filing a bill in chancery.

If an idiot being a mere or suffer a recent his representation as well as himself an bond by Est. Lit. 217 11 Co 14.

If a stranger join with the owner the due interest
good to if one able join with an incompetent. Hbk 81 2 11 To.

In fact it is an exception to give the trust a free course can carry by joining with him to bind the then are in trust.
3. Persons, non complete executors are to their proctor disabled — it is said some shall not avoid such by subscribing themselves and by performing the act before 123. 125. 127.

Thus a husband cannot avoid it himself as means were found to accomplish it in a manner of such and by influence of the king, estate to his own of all to look in the kingdom. Pow says a man may in the any supreme law 38. 40. 125. 128. 123. 129. 134.

In th. the吏. st. sale may be proceed to his bit time; in how t he help of the person he so that for my case it himself by place of his own

4. In every one the present one thing.

They can purchase to convey but not bond by their contracts. This sale are not void but un voidable only except for necessary. But such as it in fact is he his property only its is considered void, then it is void not voidable.

5. So contrary is the fifth count.

A former count can purchase it is incapable of receiving bonds in any future conveyance by his former executor. Then consequence of bonds will bind the of his heirs. — when the price with his and it destroys the above to make complete conveyance. If a woman sells her lands to myself of the husband subject to and if she does not it binds her foreworn. 124. 40. 125. 128. 123. 129. 134.

[Signature]
Deo, cannot she create a lease for years to take effect after husband's death?

If a firm sale delivers a unity, as an executor before marriage, on performance of the conditions during a contingency to be undertaken, effect to be related to the first delivery. To if the principal is the contingency to be undertaken, Ship 1772, 528, 387. And if conditions to be delivered over as greater or less, it is agreed. If attested properly may be a power or devise.

If a principal is absent, non est factum to his attorney, may still execute binding, but if the thing, it is otherwise. 4 Day 467, Ship 1772.

I said it delivered to B to be delivered to B. It is valid, until B defends. That by non-negligence of the first delivery, 1 Inst. 150, 1 Inst. 165, 4 Pow. C. 1589, 4 Day 375. And if B should defect when it tends to the title, his assignee afterwards claiming it. The delivery has lost its force, and it is said greater could plead non est factum. Ship 72.

Those claims are familiar that occur in perpetuity of goods be in England, perpetuity never enters into the judge, it only is not a consequence of the judge.
A woman cannot make remainder of her lands being
after his death

breaks wants life to last upon an remainder with the gain
main that a frehold estate cannot ennence in future.

But a remainder may be limited upon a life
estate, however a wife cannot grant a remainder
after the husband's life estate, because the estate for
which the remainder vests did not commence at the same
time with the remainder.

6. To such persons who are disabled from making deeds,
[i.e., those who remain always in a position of
infirmity or infirmity] such remainder cannot
vest as only avoidable because they may be con-

The same rule is the case if mine being found in bed with ano-
other man, his coverture is to divide himself in-
y allins, as allins friends or minors.

The same if allins does upon an allintestate.-
Allins can purchase but cannot hold, the land
grace to the king — allins cannot take here for
in the absence of a man, who is in
exclusive of it ought to be that the man should be
used, and an allins ought not to lose the valuable considera-

but I cannot be held by allins and his
children born to the. wife before - the wife can
not be removed if she is opposed.

Roman law being our own codeable of relishing
harmes by a law statute.
What is evidence of delivery? I wonder if not always necessary. Must it be given in written evidence? If so, it must be in writing. Without written evidence by delivery is not settled. If written evidence is not given, money or property is not settled. A good cause is not good evidence. The tenor of a grant is not settled in written evidence of actual delivery. If the property and the possession cannot be taken.

Every testamentary instrument must be in writing. The devise for good title to any species of personal property, without any evidence, is not sufficient. But a grant of real property, without evidence, shall extend to the possession of the grantor so that some conveyance is given. Conveyance to one man on whose mind was made to prevent infraction, this was made finally for the use of grantees. The legal way always must be in grantees. The name of all that is now done away with that man. Such grant without evidence would operate on substantial or it did not hold any personal. The a good gift. No means to become such grant without evidence of delivery of the grantor by delivery. But it would operate on a gift of above, so no conveyance except to give validity to an executed contract. Of million.
This was originally not under 3d for Gordon, by which the land of 3d. Morefield ruin destroyed, to the great relief of Judge Robt. — in '80.

Thus an order requires it to a deed.

One of the requisites which I have now mention is that delivery must be in hand.

It must be delivered over to the grantor, it must be delivered by the maker. 2 Will 24. if one takes the witness of the deed it is a good delivery. 2 Will 24.

Can a deed be delivered or can its reference? I am doubt the court.

Can a conditional delivery to a third person, but can the delivery be conditional to the grantee?

Sec. 811 3d 155, says that can be.

The bargain is made. It says this, "and if you send me a notice here, if you do not it must be your fault — the conditional being in the grantor. The delivery is not good unless the condition is event taken. I have heard the delivery is good if the event is uncertain as to time and manner. Sec. 155. Says Judge Brown — in the act is to be done by day.

Sec. 24. 2 Will 24. 9 to 187. 60 to 187. 60 to 187.

Judge Robt. thinks the the case in Sec. 811 3d 155.

Sec. 20. 811. The two titles are nearly different from the first frame. The former is by the same judge and do not differ in principle. Judge Robt. thinks that a condition required by the grantor when it was due, the deed to guarantee similar interests, an act to grant.

Sec. 155. 2 Will. 59. 41 Bac 89. 6 Mod. 219. 1 Boro. 87.

Goo 2520. 30. 9 to 187.
An unsealed instrument, to be valid, must be sealed. If the seal is altered, it must be restored, or the contract is void. An unsealed instrument, if it be altered, may be amended for it stands well with the equities. (in such case it will have effect from the delivery as an erasure.)

As to sealed instruments. If no consent is expressed in a sealed writing, no consent must be proved, as void, but if not void it must be shown, as void. Where sealed the presumption is that there was none. The quantum of consent may be manifested into it. If there was none, when sealed nominal damages only will be recovered. 1 Chili will not support it. Now is it true that in a bond you Recover the whole. You must recover something, it is sealed. You recover the whole because the action is debt when you recover the whole a settler. Happen it, sealed or consent, is stated to be nothing in the void. The presumption is rebutted. In all cases you may recover if any in a consent as debt, or 1 Chili. This has been questioned, but never since. In action on contract for damages you to build a house under seal, you cannot prove want of consideration for the seal implies something of one, but the action sounding in damages you can prove the quantum of consent, so that the recovery will be only nominal.
With respect to delivery as to signing down to this 1st December, it is.

If from all these facts the party first delivering they either
denied it - if there is no intent to deliver then is no
such intent can from error

That may be delivered as an error. It is not
2 Roll 25.

Any was not necessary by 6th reading inc., which
indeed signifies signing now required by 260 5th 620 6th 570
D. Stat. only requires signing. I casting is not
necessary to the validity of a deed

The deed must be wise to the grantor of the leg
amount or this: 2 Roll 25. 260 5th otherwise not

The date of a deed is then signifies that from the
due to show the time of delivery it is primary facer
evidence of the delivery at that time - the deed takes
effect from delivery it a mistake in a date may be shown
by proof - if there is no date, it is not indicated but
the terms of delivery may be proved by parole - even it must be indefinite

"From the day of the date" has been said to be a basis
"from the date" to include the day of signing. But
as Bond 716 J. Md. Hild says they are not the same thing
the manifest intention of the parties must not be finished
by construction of these words it nothing certain as to what
comes to hand unless it if no intention can be gotten
and the grant

So let 6. 2 60 5.

2 Roll 25, Feb. 19 3. and that has been followed since...
Blacke's Catterey is ground theAlliance by respite and always granted. An after
3 7 8

Doby's York River but we & 8 it is determined that the
second delivery after the contrary is remand it was
make the deed good because the deed was originally
void as well as the delivery because of the incompati-
ty to make a contract. It may have been void with respect to infant
But if the contract is first delivery then shows 7 con-
tract is void against perfect it enables an incompati-
ment to be removed if the incompatment be removed before the second
delivery the contract is good & delivery too.

The second delivery hath all its force from the
first delivery.
Instrumental witnesses are not necessary by l.c.

By our law, two witnesses or acknowledgment are required; the latter is important; it furnishes strong ground to prove delivery; the prisoner’s in propria Persona is further the acknowledgment shows strong testimony of delivery for the delivery itself requires the presence of no witnesses; but if it appears

some unfairly by and the presumption is rebutted.

Another requisite is receiving the deed. This has no effect upon the goods of the deed if it is not received it and will be always good agt grantees; a bona fide person and will hold agt a grantor who has not received it if he put this recorded the law gives

reasonable time to record the deed.

One who delivers that has no capacity to deliver

a few courts and after court or as the solicitor this

is a good delivery. the first act him is not void but

avoidable it as all voidable instruments may be

confirmed. when she delivers this deed it has all

the qualities of an implied deed, indeed it is as

well as to delivery that after delivery

it is to tend when and to witnesses to prove the

second delivery must they not sign the deed

again? Yes: it as part of this second delivery is

required
Judge Raw conceived the differences between the delivery of a word and its sound to consist in this; that first of the word was void and the second delivery must stand on its own ground.

They have attired C. L. in some kinds of little commotion.
Suppose she delivers it as an express. Then
she delivers to a third person. As an express she had
no capacity. When her conveyance is removed, she
delivers which relates to the first delivery is not
good for an express. Nor is it from this day of the
first delivery. So the contract is then absolutely void.
She has not indication that the person has no authority
because the goods are expressly delivered
to something in lady. The effect of the delivery
but if the impression is removed a delivery
is if no conveyance for the deed was void to all intents
and purposes as if the making of the deed were suspended.
The deed was delivered as an express. The impres-
sion is removed the deed unsealed. This delivery was
said to be good.

(As was in that case was at first
absolutely void when delivered as an express but the
after delivery is like a new writing of the deed.)

So 4th 28. 6th 21st. 3 Geo. 35. 2 Belle 26

The deed may become void as respects creditor who
good as between the parties by means of fraud to de-
scribe creditor if a deed is made with intent
to defraud creditor or Purchaser it is void

3rd 13. 27

These laws states have been
adapted in fact by almost all the U.S. & considered
by lawyers as inaffirmative & 6th. The laws of from-
conveyancing conveyances in Eng. are applicable to our coun-
try for 2nd. Mansfield. Hardwicke. Rather concede all these
statutes as in affirmation of 1st. 6th.
as if the first conveyance is prematerial into the conveyee and offers another purchase for good consideration & after wards the first party is also useful for another for good consideration - the conveyee of the conveyee will hold the land up the second conveyance of the first conveyee.
The distinct objects of the conveyance that appears to be - a fraudulent conveyance, the conveyance is good or between grantor and grantee - the object of the law was to prevent the hapless of the land out of the way of creditors, as it is supposed that the grantor does not absolutely part with his land. In the case of fraudulent conveyance, it law supposes a trust between the grantor that grantor have the benefit. A creditor may lay upon the land for it is treated as belonging to the creditor.

The statute to purchase was to prevent suits for conveying land to a volunteer in which case to a buyer for good consideration - the latter will hold that where there is no creditor, the first is good. The purchase for good consideration holds the land for this second conveyance to the purchaser shows fraud, although the first deed was good until the second was made. It even if the purchaser knew of the first grant, by not writing to the grantee to know was before the deed of sale shall in the manner of this, that declaring that the purchaser shall hold.

A bona fide purchaser will hold if he did not know of existing debts or seller although under intended to defendant.

General rule is that the man that pays his money is entitled to the land at his who pays first is entitled.
If every dog clearly for more than it is worth, it is fanciful.
Fraudulent conveyance between parties and all persons claiming under them is good against the grantor, this must be to show whether the property is real or personal, even without consideration.

2. For a reason to prefer one creditor to another although unfairly to defeat the other creditor is not opposing so as to make the conveyance fraudulent, this is contrary to the rule of the 6th. Brunn's note on avoidance by statute.

So may one creditor by legal process secure his own debt to exclusion of others.

3. Suppose this conveyance to one creditor in relation of the estate to secure a debt, not to pay, this is a fraudulent conveyance, for this may in now convey it there is necessary to pay, securities are usually longer than the debt in.

If it is done by a clear deed, that a mortgage to one in this way is not fraudulent—so if it is done absolute deed to pay the debt it is not fraudulent. But if it is absolute to secure only it is fraudulent and if by mortgage it is not fraudulent.

4. The conveyance by a debtor for an adequate price and as a trust is fraudulent, i.e., in which there is a fair inference of a trust as to the residue of the value, it is fraudulent in toto and so is no security for the debt.
A conveyance for a full consideration of the quantum was prior to the object of getting the land out of the hands of persons it is from another. The second consists in the priority of the consideration.

6. Voluntary conveyance, not made with intention to defraud any mortgagee, and not made as a fraudulent conveyance, as the quantum, although considered at the time of giving as unanswerable and set up his son but afterwards become insolvent, this voluntary deed becomes fraudulent, at least, upon the one hand.

The difference between Voluntary and other fraudulent conveyances is this. In voluntary conveyances are not void as to creditors who become so after the voluntary deed is made, but the fraudulent conveyance are void as to all creditors, either subsequent or antecedent to the conveyance. This rule does not reach a fraudulent conveyance which a man conveys away to secure from his debts when the has other property to pay debts which is unanswerable. This last observation obviously refers to the rule, and is stated respecting voluntary conveyance.

So the idea of $50,000 of the 61 or introductory.

As for a new law, I have no doubts but it, but that it is declaratory of the law since it that has no new construction. For we an actual fraudulent conveyance is void at first prior to subsequent creditors. See 56 Reg. 105. & 8 Big. 444. & 3 & 4 P. & 5, 446. new to that itself does not make that fraudulent which was not to be before, only establishing the rule of conscience. & 60. 82. (Hill's opinion).
The first declares only, that a personal conveyance, in which the common law declared to be so before, bond.

Voluntary grants an easements, without some consideration, will be the residuum of the estate, where the intention is declared by the common law, as well as in any other case. There is no usual intention to make an interest for subsequently.

1st. When a voluntary grant is made to a stranger, and
when a settlement of an estate in consideration of marriage, which is a valuable consideration, that can sufficient reasons to be made, the first being without consideration is sound and durable.

2d. When it is made on provision on settlement, where the estate is considerable included in the settled estate, and is fraudulent of a creditor or the creditors, both prior and subsequent.

3d. If made for provision of family, when no interest, if for persons not in use it is void both for subsequent and antecedent creditors.

4th. When provision for personal rights except for persons in use, with intention to become vested immediately, it is fraudulent. If his object is lawful by his getting in debt, fraudulent and void. 2 1811, 2 Ch. 1811, subsequent and antecedent creditors.

Not fraudulent is the, when provision is made for persons in use, no interest, to be vested in interest at the same time old good. 2 1811, subsequent creditors.

The subject which is made by voluntary conveyance not being fraudulent. 1 1811, 62. 2 1811, 11. 92. 4 1811, 53. 609. Tal. 62. 1 W. 157. 2 1811, 609. 4 1811, 53. 609.
Rule. If he become indeed afterwards, and there is no proof of fraudulent intention, the conveyance is good.

With respect to child with or other relative.

And this a presumption of law that cannot be traversed.
In case of 179, 10, 2. Norvick read a voluntary
of valuate
covenante, made by one who would thus, for a child, with
without any intent to deceive creditor, is good;
but if this is any badge of fraud it is void 16 Geo. 377.

But that says "consentent to settle" - it has been
said that the intention could not be to deceive
subsequent creditor but the law says that the
intention is presumed for both subsequent and con-
tentent. - for that case you shall the ground that
it always wrong - subsequent after go to show the
intention 9 Geo 11, 6 Geo 3, 338. 1. the principle applies to
the 27, 62. It is the only ground on which it can be
viewed as subsequent creditor - for if it had been
indicted when the deed was made it would come under
the Statute of 10 Geo 1588.

The purchaser cannot be discharged for
he knows he is safe by any conveyance before
that by the statute. So we must look back
... 27

When the said was made the conveyance was
necessarily made was good even against a purchaser for
a valuable consideration.

... the statute of non est ponitur of thirds. Statute 16.
att or subsequent conveyance is any perfect

56, 50, 41, 60, 50, 41 21.
32, 61, 61, 33, 61, 28, 28, 61, 61, 14, 61
When you see a man selling what he had before owned as a wage, it is evidence of fraud.
The sale of land 13 Eliz. is subject to debtors' rights, and there is no specific time when the land is only that general right to the debtors' property which will not prevent its sale—a man is no pauper by selling his land to meet his able to pay—and the law supposes the facility of collecting debts will prevent fraud in these circumstances and it does not presume fraud.

Consideration of marriage there are not found to consist in money, unless they are in some cases only for things in possession in the intention to discharge afterwards founds possession thereof.

Husband is about to marry, and with land upon wife and children not afterwards, it is not for remainder, but a remainder over to a stranger if there were no change or there were no, but the wife, wife is in consideration if the husband, for this marriage settlement is a remainder over to his own family, it is to be favored, neither is not big enough to favor him, for his own.

2 2 4 5 59 350 45

Settlement of marriage if husband is not in considered is good of its, and is, subsequent debtors and not treat it or residuary nor a purchase, but that it is, for the other, benevolent to want, as 158 2 14 6, 123 1 78, 3 91 1 48 such 617. now if this settlement after marriage, is now upon a prior written agreement it is good as if it was made before, if made expressly according to agreement.
And it seems so: tell curator [redacted] - as if it were
what manned our impulsive reach. 520
Suppose some arrangement, by which he was not obliged to fulfill, but he did fulfill, this is all right if he does it honestly, or if the arrangement was
in 
8
Rev. 3:04. 
60
9:434. it is gum nan being void the state of
it must be precaution, but woman is bound to take advantage of it, indeed
it would be often desirable to take advantage of it.
The agreement was made before marriage, after
marriage the husband enters into acts, & perform it, equity will not carry into effect
10th 692. 2 Rev. 304;

(6) Suppose portion, can given after marriage to
wife in combination, of having married, the wife
portion that is good, unless equity will force him to
marry such one if possible. 2 Rev 18.

2 Tim. 1:21. 1 Cor. 18:8. 2 Cor. 477.

By these settlements one means than which
one more for to support of the widow & children.

But settlements made for maintenance after
death, will be good against the quantum debt made against
creditors, if attain him or otherwise to pay the debt.

That from either great settlements afforded
example of fraud, says in my name 2 Cor 15:1.

1:21. 2:15. This division here reference to personal as well as
has conveyed away his personal estate, which is good of
his representatives, how shall creditor get it.
Of the creditor will assign to it, the agent by for existing; if
the truth is awarded by it, but if it is chosen, the other can
not provide his allowing himself in toto.

The auction by bill in Ch.:

For you may save the same as both in his own case. So in

country, with regards to lands which are applied for payment of
debt as well as personal property—these may be invented
or crippled to be sold.
The must get his education — buy it upon the goods which he finds there — or he may sue the
account as executor in his own wrong.

The principle of this is stated for his executors or
some of the only, it is good £50 50s. for
conveyance to a creditor where debt is
by that of limitation void or fraudulent? is
no exception — is this the debt still remains
the former cause of things is to buy the oldest debt.

In those at conveyance all his property to &
in trust for his executors the executor can face
a pursuam ce or as a person who has notice
of this trust cannot hold although it is 33
Donation caesare morte.

A gift by a man on his death bed to his
at 6 o'clock PM 2.05. One may easily get
get him to inventory such goods & they
it will pass to his hands. Stonewall 1777. Wishes

A man is in debt to Ch. P. & £ is the
date of 9 is a judgment for slander. He does not like
say & a court will not let the malicious breach
in writing to set aside unless — that is if there is a
deficiency when performance of the trust to
by hiring the case more shown £4 2s. 2. It this ends
could not in after an after in trust for ends generally.
* It is not however a convenience neither to students, but relief may be had 80% considering the children the burden of action. As if B employed B to purchase goods for him & B continued in his own name, he holds as executor. If you prove it by the circumstances supposed hereon, in this case, if children arrive, there would be equitable effect.

K. D'Alger took for his debt an estate which might levy upon it.

In our country the Court should allow repugnantly as a void bond that it is void in the event of self debt by first hand.
If a man makes a loan of land to a man and takes a conveyance to the man and his children, this is the

trust estate for the children not paid 1 Psa 35:3. 2 Tim 5:4.


It is when a man attempts to create a joint tenancy between himself and others to both

will consider as belonging entirely to him 1 Cor 7:8. 2 Cor 4:1.

one of voluntary bonds to not en empty slate.

If a man, gives a voluntary bond the obligor ought never

to recover any thing of it in the life of obligor

however he would be subject to it, but when he is

dead the estate is to be settled in the obligor called for

this bond, more this bond will be paid to all the

other creditors that he must be prejudiced to all other

community debts and incumbrances, it is a

question whether it is voluntary or not, if it is voluntary

whether it is voluntary, it may be tried to know if the

creditor will come in and find that it is not

will be recoverable, if they do not the may come in the other creditors to support the trial by bill and

leave them a clear sum.

1 Cor 11:17. 1 Cor 2:7.

De 13:1. 31:10. 1 Cor 6:12.

This is a case of this kind or

man after marriage gives a voluntary bond to make

a purchase of land and his wife declares that

the widow was agreed that the bond to declare that

the purchase or the worth of it should be paid
That we do doubt whether your said purchasers shall not hold a good title to the said premises, by virtue of the last will and testament of the said defendant. We will not hold a good title, because you cannot prove it. But it is said there is no lien. The first quartermaster made it, and by granting this quarter, I suppose the law did not intend to prevent quarter selling for good cause. But here the handsloth of the debtor is not increased. I have not intended to pay the debt. I believe quarter can hold the receiver of law in discharge.

Yet, said the Court, it is equal to both cases. The handsloth has forfeited his property so as to prevent the application of the statute. There is no lien after the mortgage. The statute declares it void. All in all, the case can never be used for any purpose. This was good and was the statute of an union bill. It is much stronger for him the debtor cannot get away in the money — illegal.

(6) To this it is objected that the handsloth grants into the cases. What then, ought it to be held to assist to him who may be a bankrupt? Again, it is true that in the handsloth we cannot be pleaded in this case. The creditor can, however, to the handsloth and his bond he is applied in case of theft, ought to be performed.

The creditor ought not to be thrown upon the grantee for their debts for they never placed any confidence in him. He did not control on the responsibility of the bond. The bond ought to pay them and to be a free purchase in this case. He is entitled for his remedy to his grantee in whose warranty he had confidence.

In this latter, it is done, to the other.

Moreover, the right or law a man takes away a bond or security, that follows the bond forever, so a bond which is void in the fourth, it is void in hands of bona fide holder.

The sale, at said a man who has no title can carry on, this is founded in policy, but a private sale would not hold.
If an execution is obtained on such bond, it was not
avert any thing.

Per 62 17

1 Vin 202. 1 T.R. 391

Fraudulent conveyance of medical right
a man it about to be married to a woman who has a
get a deal of real property. She conveys it away to a volunteer
in order away from his husband, it is fraudulent. 2 L. 18 247

But if she has done it to make provision for
children by former marriage, it is not fraudulent. 1 Vin 408
2 P. Wm. 674. 357

On this subject there are

contradictory decisions. 1 Vin 26. 2 P. Wm. 532. 2 Cb 61 345

Celebrated question.

On this subject of fraudulent conveyance
there is a great question upon which there are so many
conclusions. How a fraudulent grantor of a fraudulent
grantor conveys a good title to an innocent stranger?

I say he cannot. I do not think that a
man who conveys so as to injure his creditors, or
make his creditors ruinable, is capable of conveying to
someone else who would be so as to injure his creditors
as injure his own creditors. It is said that it
would be made a good conveyance to a bona fide purchaser and why may not his or his
fraudulent conveyance as to the situation of creditors would be
the same in such cases. But says Judge Dear, it bears in such
fraudulent conveyance it has given them equal advantage, now
how the creditor sells he receives a good price for which
creditors may as well as when the grantor sells it gets its consideration, it is
no advantage to the creditor, it was easily said the fraudulent grantor
given to contain title conveyance as so as completely exclusive creditors.
a title, as for stolen horses. I spoke under color of an
account. I got the best A equal in both cases, but the wrong
issue in the first case. The said of from 436, 133, 1 Stat. 265, 258,
203, 3 Edw. 35, 36. Edw. 1567. The first was on the 1st of B, at the
guarantee. This is a very busy time. Now I ask another
for valuable consideration. Under this admission, quantity can do, he
guantee can do. He who will aid first in who pay, his money by
this defense. If he is not, but if he is, the cause cannot on him.
They could be very scarce, you will draw this into a priori in the state. He
the goods. Guarantee may ensure for valuable consideration. Acc. Court, may,
 convey. If the warrantee is against all legal iutions, claims
warrantee may recover in an action of convert to
the amount of damages, since he has suffered in deeding
against such claims.

If the warrantee is not paid, it is no worse, whether he is apprised or
not for an action if you're own recovery against him,
but if warrantee had not notice, where warrantee comes from
nosis in warrantee, he may have better & defeat the suit.
The notice is coming given by a warrantee by an officer of the
Court, he would now recover a performance on his covenant,
he could not say that he had a title. At the warrantee
recovery, all damages. I was once engaged in a case of this.
If many, expected, I advised to give notice but my client that
himself safe I did not, but he let the laws be have since
the court. In proof of the trial that the title was good
I was once again expected, we however got a new trial
with the new case around the land again.

I was engaged in a case in Mass. in which the money was seized.
I find. If this is the proper action.
Dues by which leases or encumbrances contain the covenant of seisin, covenant of warranty, to wit, that the same was well and valid, and covenants to defend the covenantor against all righters' claims, no suit can be brought on to enforce specification of the covenantor. (b)

When one is sued on both of these covenants, it is his interest to give notice to the covenantor, but if he does not give him notice, he could

when the covenantor is sued. (Covenanter) would allege that covenantor did not properly support the title, that dis

find his action.

But claims contain no covenant of a man quit claiming for good consideration, and the land is lost, if it was meant to be a bargain of purchase, there can be no recovery, 

that there should be, the decisions however differ on this point,

but when it was intended to convey a title,

he ought to be entitled to recover the money back, for the consideration failed.

No action of this question in the English books, then it grantor never give quit claims

receipt of legacies.

With us, if the title is bad, but some

in heirs of the same has determined, that the money may be secured in an action for money had and received.
If land is of value, it may well pay the landlord some in the life of the covenant or in the case of ruin with the land, or by agrt. it would be unreasonable without having some continued use, the case runs with the lands, but in personal contracts it cannot be allowed.

If land is worth $100, the assignor & assignee both liable to repair, so if a cost to pay rent.

Suppose ed for valuable consideration covenants with B, so he holds dower right to his rent to stop an action coven- ning this his 1/4 land & out 13. 62 dls. and if to plant the half of it has his action agt. A for the covenant runs with the land— even to an assigned.

A tenant assigns his farm attached to which is this covenant the assignor the not named in the original covenant to the same in no priority of contract between him and cov- enantor & so no new covenantor to recover the same damage his assignor might have recovered for his duration of laws, the covenant is transferable to assignor.
Who may sue on these covenants of sale or warranty.

If the breach of the covenant is in the life of covenantor die before covenantor, his &c. may sue for the
warranty and personal property. But if the breach
of the covenant is after the death of the covenantor,
the damages go to the heir— but a suit on
the covenant of warranty, the covenantor must always
sue.

But if or on the other covenant of
warranty, the heir having received the land as
his portion and is entitled to the action and damages, 2d ed. 92
R. 350. 1 Vint. 176. 244. 2d ed. 26, in matter whether the
heir was named or not.

A & house for 20 years for $20 and 7/8. annum
A dd and th rent is in arrear— this rent belongs
to 8th but if the rent is all paid up at the suit
the rent for after rent must be lost by the heir

Suppose the rent is in arrear at the present
time that is a breach in non-payment both before the suit, and on the
what can an action for death is sued for 4, 56th ed. 56 817
60 lit. 68. 5 Thal. 317. Every covenant of warranty
runs with the land. It sells to 13 with warranty
B to 6 @ 6 @ 8 $ all in the same manner, if
a latter one is granted, the way one can enjoin former
warrantor. a covenant running cannot run
with the land, it is lost at the very time, it
belongs to the 6th. if it is broken at all in the time
of warranty.

The death of the heir in this case the warranty is not of warranty.
Who may be liable

If there is a breach of contract, the party breaching the contract is liable to the other party for the damages. If it relates to real estate, the buyer is liable to the seller for the entire purchase price. Both parties may be liable for the full purchase price, and any escrow or attorney fees. In case of foreclosure, the buyer is liable for the seller's debt. In our country, the buyer is liable for all the debt. I believe that the buyer is not to be liable unless the buyer consents to be liable. If the warranty clause other clauses the warranty clause comes when the parties agree to the warranty if the parties agree not to include for good consideration.

On that day he will not go out on the market and see the house, nor will he own any part of the house as collateral for the bank's security for the other. On the same ground the debt is assumable.

The difference between a warranty and a contract is that the former binds the grantor to the buyer, or to the grantee, or the lands in case of eviction, but it does not bind the person representing the grantor to recover possession in damages only I always bind the title to a lease or agreement in damages only I always bind the title to a lease or agreement in damages only.

[Note: The text is not fully legible in some parts.]
Suppose the covenantor dies; who is to be sued.

In covenant wth 13 that he is well bounded and a
die — he bound himself miss, but if 

1st to 7th no 6th may be sued as they are bound
for all debts — it even the heir that he is bound
to pay only the estate debts.

In our State of E. 6.

is bound to pay all as he has the whole property
and has authority over real & personal property.

I do not think the heir can be sued — except the

6th his covenant have become bankrupt

8th heirs are in possession of the property — so it is

E. g. if the property had been divided at execution might

in E. g. it come against the heir, for no voluntary acts against execution.

A in an covenant with a man to his

assigns the an case in which the assignee can

see the covenantor & whom they cannot —

assigns a lease, to 13 for 100 & who covenant

to pay rent, to repair. now sale 13 does not

he is liable — but suppose he sells his heir to 6, is 6 liable upon the covenant to pay

the rent, to repair? this covenant was such

the thing united at the time of making the con

tract & respects the furnishing more to the purchasers.

The purchaser is liable whether the assignee or sub

thand in the deed or not. 13 goes up with 13 or 6

for the breach.
General Rules.

When the thing exists at the time and relates to the premises, the apigene is bound whether named or not—When the thing does not exist but relates to the premises, the apigene is bound if named and is not bound if not named. — And when the thing does not exist neither relates to the premises, the apigene is not bound even if it is named.

The leucotes runs into the land when it relates to the premises and the thing is in existence.

It is a rule to build a base for after with dry.

It was however that this can't but only during granted life but it is a simple case. — And this might have remained by itself continuously. 2906 675, 3904 135.
A brand 6th. men to 13 for 10, 9, with a
 provision that 13 was to build 40 rods of wall
 on which were another lot of land. Here is an
 appurtenance of 13 is not bound even if it appurten-
 ance was named because the thing did not exist at
 the time nor relate to the premises.

 leases, when covenants are unperfecting a thing not
 existing but relating to the not lease to 13. We are to AB
 covenants to build 20 rods wall or if for 10
 assigns of 13 if named be bound if not
 named be with note to bind.

 3 if the first this 6th. covenants runs with
 the land, the one who owns the land will be
 bound to fulfill it. Who owns is bound if
 not named the covenants.

 5 6 0 16. 2 6. Lex 6. 16 29 287

 5 1 6 2. If a person bound if named to do some act
 but not in writing, if this covenant is broken
 before the time of selling the appurtenance would not
 be bound. 5 6 0 16. When the covenant is to do
 some collateral act no way relating to the land
 it does not run with the land, as to build on other lands.

 98. 2 4 8. 88 287. Dan. 5 1 6 8 17. 6 0 32 17.

 9 8. 2 4 8. 8 8. 28 287. Dan. 5 1 6 8 17. 6 0 32 17.

 9 8. 2 4 8. 8 8. 28 287. Dan. 5 1 6 8 17. 6 0 32 17.
Mr. Gano says: "It seems doubtful whether the rule that a club without a co-existing contract will recover to benefit of granted" applies to any other club than that of bargain itself. I apprehend that it does not. The reason is that that kind of club has its derivation by the Statute of Merchants. No mere decision without a valuable consideration—a club declaring no use money to grantees. Carle, 9 T.B. 246; 1 Ch. Pl. 107. Deg. 221, 303.

"Unless there be a co-existing contract" without more is not good for the 

cannot judge of their sufficiency, the actual contract. However 

money in hand can be awarded. 229, 21 35. 21 Cen. 38.

"Value received" and "suff' 21 Cen. 38. — When there is 

sufficiency in the club, no other can be proved. 2 PM 103.

1 Vg. 127. 2 Marsh. 135. 1 Bow. E. 368.

10/ as between the owner and donee but not against prior creditors.
I who have to 13 for $40. suppose it should sell the land to B and B could descend the rest to B the land goes to B land and B could descend it. Suppose after leaving a deed the land goes to B heir as the land would have done if it had not been land but if the land had been land for a sum in goods not an annual rent it would have gone to the Executive i.e. the goods and — CONSIDERATION

When there is no consideration the book tells us that the grant would include only to be use of the grantor i.e. nothing would help —

A person has paid ground of enuding land to one man for the grantor raises more from this that he buys and not in diviend but a sum could and there was charge of the whole from being thus allowed up when this once began it was continued for other purposes as in the lenient means that we are used to believe that when our at arranged to 13 without consideration those Imm to the use of the that blank will en from 13 to give it the benefit — an new was never subject to for picture if it says to 13 "I will give you my horse" without any valuable consideration no land of law would enforce this engagement but if the contract was described of the horse delivered it would be good. I why should it not be so with respect to lands says Judge Rumm —
The word "lands" embraces every attribute to it soil and wine
pale those all in a conveyance without of trust in execution
new manner if not otherwise to be done. There argues of what might be done, and agreement and as
cause no utility.

Although it would be good between the parties

where half a dozen heads of rails pass if not excepted, or entirely
for repairs, then also not come within the principle would not
help so lumber. Thus an article of them half.

(2) The law however is that as it grant is to be construed
most strongly against the grantor; that all the land
will pass for the exception is void; being unpracticable

or not excepted all the lands he had in a certain place must
such as be held by distinct. In that no other lands, as you
must give some effect to the grant; it was said all he had
by distinction help. Some appearance of force.

The best most immaterial alteration made in security by a
hearty it is void, but if by a strange it does not hurt the
11 Co. 27. Cvo 8.622 and enrolls it now in a material
chart.

The acceptance of the lease by lessor the cove to one breed upon time, as
for not as much as in a separate instrument if the lease may
be rent in cove, lessin for the same. Before the 31st of the latter
of it to be by agreement which was silent.
Exceptions in cases

If it is not properly made it must be qualified in the deed or in some other instrument what was intended to be reserved would be lost. When anything is reserved to be necessary every thing necessary to the better enjoyment of it, as in case of improvements, or a house if reserved the ground on which it stands is subject to it in substance or by right.

2 Mod 1160, 1667

Now it is not a question of the grant, if it does not exist it is void, if a man gives all the land he owns in the world excepting there be had in Littlefield where around no other the grant is void, there is nothing granted for it contains no thing. If a man grants a house and shop describing it to the except the shop, the shop would pass for the exception containing it former grant is void.

2 Roll 1564
Nov 170, 1656, 60, 57. An exception may be void for uncertainty, if you cannot understand it is undoubtedly void. It is in the book of a grant of 20 acres of land on is 3rd to be a bad question. I am not sure why the grantor should not be tenant in common with grantee of it on new book 47. There are a great many of conveyances as mentioned in English books but thing its not of use, most of them.

A lease is still in use and refers to an estate for years, it no particular words are necessary to create a lease. A lease of 50 years of use to believe to be 100 in common equity.

A lease or a renewal. A lease for one year and the release of succession. Many states have conveyances on grant in this, a person must be in fee. I have an interest to accept a lease.
Some persons attending the lands of estate, viz. the former quarter of the premises would hold discharge of the use of the premises unless some accommodation with many conditions,

but after a little the estate was no longer subject to divers security, the premises were some sort of estate by alienation to a bonâ fide purchaser without notice, these privileges being found in connexion the State No. 3, of which the estates of certain persons were more recoverable to forfeiture to sect. 105.
Some note has been taken of particular for treason but not for other crimes. These trusts are now created chiefly for the benefit of widows and children.

(And it was thought that when debts were to be enforced, they cannot be sold of an estate without notice if the trust were regulated to give in the same and to convey an interest. A legal estate in this manner can rarely happen, any where for, its estate must be generally in possession.)
Increasing a trust estate as they may exist in Eng. law is subject to partition. They must be vested by the same solemnities as real estate; the trust is real estate equitable deviseable, usufructible, if secret, may be mortgaged liable to encumbrances but not to devise which means the dignity of the law if land is given for the use of a wife 1/2 will take care of her interest - she has the perfect command of it in her will, devise, and all of course she will will it - so it may be given for the use of her children who are presently - she has an extensive power with respect to anything to trust to convey to the children, husband &c. of a more who holds the use of the trust either it goes to the issue may be sold to pay debts 2 Est. 40780. 7 Est. 591. 2 P.M. 640. and equitable after 15 Lord de Gr. It is not uncommon in Eng. to devise land in trust for his children when they are in their minority or when they wish it conveyed to the children who can influence the trustee to do it - this power is in every man.

If a man holds property in trust for another and conveys it to be a fee simple acre with out notice the grantee would hold it. 3 Bl. 335 342. This deed that is now as good may be voided by another express fact or so evident - if the deed is attorn by the holder to all, material or immaterial the deed is totally destroyed - but if after the deed as void if it is void in an immaterial place it is not void i.e. if it does not affect it. 6 Co. 8 Lib. 626. 11 Co. 27. the same is the law respecting bonds note 15.
When the law requires recording when the first purchaser has taken an unreasonably late quitclaim deed, the subsequent purchaser will have to convey to the first. In such cases, the subsequent interest is treated as a mere burden on the first. 1 Pet. 3d. 341. 3d. 372. 3d. 681. 2d. 476.

The most material alteration in a deed delivered by the party claiming under it will avoid it, as erasing a superseding word. But if a word such as "the" has been changed, it must have been in a material part to avoid the deed. If the deed is made void by alteration, the party who made it for the first party shall recover the whole. If the deed is made void by alteration, the party who made it for the first party shall recover the whole. But if it be shown that the deed was altered by a stranger, the title may be claimed as under a deed lost by time or accident, so that the destruction of the deed does not destroy the right. 3 Co. 119. 110. 27. 2d. 862.

If two or more in a deed, the real of one only is broken off, the deed becomes void as to the other. If they shall jointly own a farm in common, one of them shall have it. Each farm owner will consider it a right to enforce it. Specifically, 2 Mc. 308. 5 Co. 25. 114.

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Land is destroyed if the seal is broken or if broken this however is old law and may now be questioned.

56229 1 Roll 44. Locke has much to say of the being of the law. For says he if while it and is in the custody of the court it once cut off it may it and is not destroyed truly. If however it once cut off when not in the custody of the court it would avoid the duty.

But now upon what in your which was made in back are carried. good.
Suppose it is agreed with what you cannot sell it within 20 days at the port, or our law requires, personal profit, this may want to be for off to ship it account for.

My 12th, Lady an islands near, 200 conveyances would not take it away. But after, you must keep yourself to turn out the professor.
Affirmation by Execution

By the 6th there was no such thing as taking bonds with execution— but to create profits might be taken within
which took only the unprofitably
luvani facias another way was— a to debtor losses
the land to B to avoid this, A could levy upon the land
which would make B a tenant to A, and to profiting
their taxers. This was all the method as E D.

At 13th Sec. 1st Method: Afterwards one half of the debtor bond
might be prised off under our darg— when a man was alive but after he was dead all might be taken in
both cases the only until the debtor were paid— this is
all we ever know from the books, 3. 6. 12.

With respect to an estate for years it might
be prised off or before of other estates or it might be sold
by it itself.

I suppose a luvani facias may be still in use
I know of no stat to prevent,

In this county so much land is prised off
as will pay the debt. The creditor gets the land
this is the law in all the barless states. In the middle
state, the land is sold at the post— it has got to money
of however the state does not that the particular
barless estate as an estate for life or an estate for years
which last is personal but not moveable to the first
an old fashioned luvani facias is the remedy
when it claims bond which 13 is in proportion of it when 13. the
 creditor then every bond with—

Both if the execution is in order it may grow a little after they do
I must bring in my tenant—
Consequence of intent. heirit. as called a grant taliway was by
writing.

* An Ee was blown or something like a chamber. He might alone
have been upon it big against the unwilling. But if it inhab-
ated the right would have been implied.

That a man may not resist curmone. A man cannot what
he knows except turning it.
of little consequence to us—a right of way is not of
consequence at all, a right of way is a right of way of the
maps and plans of the land which he nothing with the
right of way is sometimes granted by one of
laws or the owner selling a tract of land or a
chamber.
A right of fishing is a secret and the

A stream of water if no man
has a right to divert a course of water from the
stream when it used to run, although it rise in his own land
but if the land is reimbursed below him may do so he
will with it to supersede upon occupation for that
right which cannot not be interrupted another upon the
water to improve, as by two workers in this case the
improver is subject to one section of mine once

First descends to the bank with whom it has
would go upon it unless it is a man in prospect that refers to
annual rent which is real property

An annual rent is payable yearly, and

ing when it passes his lands. By the is real property
goes to the new owner changed who the owner of the
but if it belongs to the wife in the hands it is con
considered real property. And in all cases it real.
Devises by Judge Reeve

A devise is a disposition of real property made by the owner to take effect after his death.

In words, "devise," " legacy," are used promiscuously and improperly, for the first refers strictly to real, the latter to personal property, so if the words devise, devise & legate, the effect of devise is different upon real and upon personal property, and with respect to the title in which in case of personal property does not vest immediately on the death of the testator, but as in the Es. who must bring all actions for injuries to it, the legatee cannot take the legacy without jurisdiction, the illness and death can be save the Esbor for it, after the debts are paid - it is only the beneficial interest that vests in him.

A will of devises under the revision, that of wills is considered by the courts of law set so much in the motion of a testamentary, as of a conveyance declaring the use to which the land shall be subject, which makes the distinction between a testamentary of personal property which operates upon whatever the testator dies possessed of, and the form only upon an actual estate as the testator professes at the time of executing and publishing his will.

A devise to real property vests in the devisee immediately on the death of the devisee, and this is an important interest in whom it can vest. The most ancient common law say that it rested free of all incumbrances whatsoever, but by Stat in Eng. & the various States, lands are made liable for special use.
and may be intended or judged to extend the rents & profits from the
same in perpetuity immediately on payment.

If the devisee has sold the land, it is not liable however in the hands of the clien:
ees, but the devisee is, to the full
value of the land — and the rents of the land have accrued it
would to compel the purchaser to restore to the creditors
if be knew of the claim of the hands — and will him to his remedy against the devisee.

So an act for their duties, the devisee is made 

but

judgment against the lands & unless the devisee pays the debt
land will be extended until the rents & profits pay it.

Generally throughout the U. States lands are held liable for duties of every description if there is a deficiency in personal property. In some states the lands are sold at auction & the money received, in others the hands give an
order of sale for so much as is necessary to pay the debt, and in case of insolvency all the land is sold. If a
devisee cannot give a good title as creditor the most
in that a man must be just before he can begin.

History

Devises of real property were in use at the time of the
Roman monarchy. lands were entirely divided into at the in-
duction of feudal tenants by M. the king, or ech in Rent
and a few centum boroughs — a body of devising the use
was then introduced after a while, from the civil law by the
enemies — the statute 27 Hen 8th denounced this matter by
restoring the land in the use of this alienation even again
at an end. But as the time of the living strongly inclined
to favour alienation (that 32 Hen 8th was enacted which
gave the power of selling or devising all the manors held to be held in socage; the third of the manors held to be held in chief — the other third went to the king or the lord for custody & wardship — this was the first statute relating to wills. The Statute 31 & 32 Hen 8 was then practised, declaring that the words 'manors &c.' of inquisition and the Statute 32 & 8 to mean for simple lands, and that every person holding in free simple, in seigneur, common — a cop-seigneur, who was not idiot, insane, infant, or having a minor, shall have power to devise or convey away in their lifetime two-thirds of such of their lands as are held in chief, and all their lands held in socage.

23 Eliz. 375; King's case 660 — And now by the abolition of the tenure tenants by that ben 2d. a man may devise all his landed property in estate as before.

Tenants for a term in joint tenancy can not provide for in the Statute, and so no one could devise by 5. & 6. they could not devise — the other ended tenancy from wants, and might plow a whole grant, etc. Some of our statutes have declared that joint tenancy is nothing else than tenancy in common. When this is the case the joint accoressess is destroyed.

Our Statute: we words differently in different States. Some say "all the estate" — Maryland & our other says all the estate of which he is seised. For most however the description is substantially "all the estate that a man owns" or a tenant for a term, in, may devise, and in general lato summa, and not absolute devise is requisite.

Our Statute empowers "all persons" the true construction of which is that with persons may devise who could by 5. &
In this view the ship is at the latitude or not at the time in trusting.
It may go to his capability but not to his competence. In short.
make a testament of personal property, they meant to transfer of personal property as to devising upon the same footing.

Judge Pavy says, that a firm court could devise personal property by B.E. and as she is not invested in real estate may never devise real property. The exception in the statutes of Pavy tell us how to State of wills in which all the other exceptions of the Eng. State, are mentioned but certainly the Eng. state has no authority here to she may devise the same. Dam. 13/154.

A governing maxim in the law of devise is, the intention of the testator must govern, i.e. to say if you fit the construction, unless the intention is plainly inconsistent with the rule of law. But in doubt, technical words, an indispensable a devise to a man "in fee simple" will create a fee simple estate in him. So to a man to his issue, will in a will, pass an estate tail, but it is not so in doubt in either case — but if a man should attempt by will to entitle a library or a service of plate it would not avail because contrary to the rule of law.

The rule is simply this: that the intention is always to be followed when the thing intended to be done is not in consistent with the rule of law. So you observe that the rule of construction of doubts to wills can vary differently.

A will on its execution or publication conveys nothing for in its contemplation state it is always in the form of the testator and this is the reason why a second contradictory will revoke the first.

This is a great difference with respect to the fraction of wills of personal and real property for bond purchased
subsequently to the execution of publication of the will does not pass by the will, but all the personal property of which a mere dies remain is passed by his will within a period before or after the execution of publication. 1 B. & C. 373. When Mr. Chancellor Parker observed the nature of the distinction is, that when the testator does not pass the land as a place for it in the will but in to personal. If the land before the acquisition, does not take it, it is uncertain who shall.

But real property, subsequent to the passing of the will, if the will be republished before execution, it is to be considered in both cases, words were originally used sufficient to pass all. It will depend from the time of its publication. If a man devises all his lands in dower to his wife, and purchases more lands to republish his will, all his lands in dower would go to his wife. But if, after making a purchase, such will be had and published, a farm in Bitham & then republished, that in Bitham would not go to his wife by that will.

There are some estates which may be created by will, which are known to the law, and cannot be created by deed. They are called expectancy devices; by which a person may be made to commence in futurity a future life estate or other life estate may be limited upon a future life; and a life estate may be covered out of an estate for years, the life estate is said to be greater. It shall be longest, without of this could have been accomplished by deed, but by will. They come in 2 B. & C. 1723.

Time for years are void by will like all other personal property.
It is now settled that a contingent interest arising out of an executor's duty may be devise. 3 Will 427 - 1891 13 C. 10 24^5 04 228.
The English system which allowed real property not liable for debts made it very necessary to allow a similar power to dispose of personal property to be sold for the payment of his debts. This right existed in all the States and is of general convenience for one part of testator's property may be of much more use to his family than the other. An Act in such case does not act as Executor but as trustee and is governed by the rules of trusts. When he has raised the money it is equitable rights in his hands to sell and without regard to preceding if the estate is insolvent they must pay from paper, this is the law in all the States.

Thus some points determined under the Act of will of Henry before the Act of Frances was enacted which can still hold to be law.

Unseen how that it was doubted whether estates in remainder die and revision could be avoided since the affirmation the estate was "vested" it was decided at first that they could not be divided, but the decision was reversed & a remainderman was said to have all the residue the property admitted of when the particular estate was held by a concurrent title and not adversely against him & that was called servient enough to entitle him to divide. Pow. 34. If son had been affected for this determination as an equity of redemption was desirable and then division was undoubted by court for they restored the symmetry of the law. 1. Nov. 03. 30. The case of Bishop v. Poinsett is 3 Rev. 27 is not law.
An estate for a certain use was not devisable under the Act of 1818, and the same was made so by 29 Geo. 2. This is of consequence for it turns much. For when the wording of our statutes does not include such estates, they are not devisable. P. 91, 100, 101, 158, 160, 36.

No particular format is required if it is in the form of a codicil or in a document does not att, it cannot, by which the intention of the party attested to is shown.

"Every writing by which the intention of the party attested to be shown is a will. Any writing, by which the intention of the party attested to be shown is a will or signing, sealing, writing &c., if shall amount to a will." Find. 195, 366, 310, 311, 312, 313, 314.

It will now be made referring to a former instrument by which that must become tenant in common of the will. As if A. devises the rents and profits of lands described in a certain lease— the devise was directed to pay $1,000 as he should find it divided in such a manner in such a manner. 24 Geo. 4, 114.

In these cases the instrument is to become tenant of the will. In all of a man was directed to pay $40 to the devisees, brothers, children, or he should find divided in such a manner that as he clearly intended to give the children a legacy we must become upon the knowledge we have to divide it equally. 11 Pet. 550, 360, 722.

I observed to you yesterday that a second will makes a former one— this is to be understood with some correction, for a former will is not necessarily revoked by a subsequent one. A man may make as many wills as he pleases, and they will all stand if they are not contradictory. 1 Shaw, 525, 53.
Although a coracle only works for little yet a stuff will as a life out of a few, should stick it in to take this is the weight of corn. The above principle a rope will should only be made to last.
Pow. 23. But if the one then contradictory the last one is to be found — if there is no apparent design to make the first it will not be revoked, and the difference if any will only amount to a recitation pro tanto if not in toto. Deut. 27:3.

Pow. 19.

So broadly extending additions to properly create a new will not significantly mean to revoke it or by recitation pro tanto particularly if written in the same paper with the will as if it was in contemplation. — 1 Nis 187, 2 Nis 242.

But a distinct will, different from the first entirely, or simply intended to revoke its always clear, revoke it. In a case the jury found the second will different from the first, but they knew not in what the difference consisted. The 5th of B. Plead pronounced it a recitation, known as the jury declared there was a difference it resulted not what it was. But the 6th of B. R said it was not so and the 7th, House of Lords.

The Judges of Error required the deed to be in writing, but so long was the construction that has time had the creation of the State, that a letter written at once, and a draft made by order of a man in, it turns the human mind or even seen it, even good will under the State. Moore 177, Pow. 25.

The inconvenience produced by these decisions which now seventy feet produced the State of 29 Can. 2 commonly called the State of powers, which has been copied by every state in the union.
Of the sequestrate will by the state of bar b.

The term of that state does receive an implicit duration in the English courts long before the enactment of our Act. of course our legislation must be considered as giving to those definitions which the term on end.

I. All devises of lands must be in writing, whether the lands were devisable by custom or by Statute.

II. The will shall be signed by the party so devising the same, or by some other person in his presence and by his direction.

III. The will must be attested and subscribed by the witnesses in the presence of the devisee.

IV. Those witnesses must be in number three or more.

V. Those witnesses must be credible witnesses.

It seems as if these rules were to be made to be misunderstood; but the construction of them has occasioned much litigation.

And I would observe, that wills made in foreign lands must be executed according to the laws of the country in which the property intended to be devised lies and have all the formalities required in a will executed at home. Pow. 2 PM. 291.

Again. Previously to the Statute of 6 h. a man had not only known to direct his property to be sold, but he could, empower another person to dispose of it by sale or by will—In which case the solicitor's title is founded upon the original power, which must now be will or subsequent conveyance have this will signed by the Statute of 6 h. 1 PM. 720. 2 285. 285. 2 179. Pow. 59.

The first requisite is that the will be in writing.
In this respect the rules before established are not called
into existence statutes require the same.

The second requisite is that the will be signed by the
testator or by some one in his presence by him authorized.

The intention of the statute undoubtedly was that the deviser
should set his hand to the bottom of the instrument; it has
simply required that if the will is written in the deviser's hand
the same is given to be found, it is sufficient signing—The
deranged decision particularly, as no witnesses are required
to a testamentary of personal property. Prov. 61, 9 M. 219, 3 Sec. 1.

In this case there was sealing at the bottom and there
judges held that sealing was signing but these doubts—Since how
was a will come up, only sealed and sworn by a person who it
and not appeared was authorized, sealing in the case was authori-
zed not to be signing. Prov. 61, 1 M. 313. Contested decision 12 Sec. 1

But signing at the left is not always sufficient even when
the will was written by the deviser's direction and pronounced
by him to be his will as when he attempted to sign all the drafts
but through weakness did not sign the front, it was visibly,
not considered by the testator as signing the whole, it was not good
signing in this case, the alteration was, had having been
while the testator was insane. Doug. 229.

The third requisite is that the will be attested sub-
scribed by the witnesses in the presence of the testator.
The whole will must be present at the time of attestation
in the room, St. Ben. 1773, in which case S. Mansfield de-
clared, "It has been settled that it is not necessary that the
witnesses should attest in the presence of each other; or
that the testator should declare the instrument be recorded," to which
"Or that the witnesses should attest every page folio or sheet. Or that they should know the contents. Or that each page folio or sheet should be particularly shown to them." Doug. 1775.

The witnesses attest to the mechanical execution, act of signature by the testator they are instructed to attest. It is said that they attest the testator sincerity. Prov. 68. They do not, because their very witnesses are often called upon to testify to the testator insincerity and a man is not permitted to contradict his own admissions, and so from the witnesses are void. 1 N. 2 P. 365. 2 B. C. 376 ch.

And it is not absolutely necessary for the witnesses to see the signature made it is sufficient if the testator acknowledge it in their presence saying "this is my hand writing." 2 N. 2 P. 366. Prov. 68. 2 Pet. 155. 3 Pet. 253. Prov. 71. 23.

But when the witnesses did not see the signing but heard the testator say "this is my will." 10 N. and vice versa. 2 Pet. 175. Prov. 72. 2 182. Prov. 82. Prov. 61. 182.

This rule further says that the witnesses must subscribe the will in the presence of the testator and all other persons to locality that the situation of the testator must have been such as not to the place of subscription by the witnesses that he might have seen them if he would, with the exception of the reason of the witness to prevent the obtaining of another will. Doug 230.

It was said sufficient when the witnesses could be seen from the bed, through a glass window. South 81. So when a lady ascended the stairs in her carriage I saw a might have seen the witnesses sign this the will window it was bad. Prov. 68. 79. but when the witnesses went below by the request of the testator it

The witnesses attest to the mechanical execution, act of signature by the testator. They are instructed to attest. It is said that they attest the testator sincerity.
his can it was held not good 1 P.M. 2:39. In the subject
In the case of Rights of Property, Long 2:29. It was deci-
ded that at the time of attestation the testator must also
be in his right mind. I D. R. B. observed if he were not
he could not take witness the will attested was the one he
signed.

The most requisition is that there be three or more wit-
nesses. The law on this rule is best illustrated by examples.
A will was attested by two witnesses, but afterwards the testa-
tor made a codicil on a separate piece of paper which
he declined to be a part of his will attested by the witnesses
of whom was a witness to his will but it did not appear that
the other knew anything about the will. Both these instrumen-
tors together did not make a good will. Found 35. 3 Mod. 222. 1 Beer
38. Dow. t. 107.

A man made a will wrote by his own hand signed and sealed
but not witnessed after and made a codicil in which he took
notice of the will, & this codicil was duly witnessed with four
witnesses but they did not see the will which might have
been in another room. Will declared bad. Che. 270. 2 Tem.
597. I supposed that if the will had been identified although
in another room it would have been sufficient as in such
a case the recitation of the witnesses could identify it.

A will was found without a witness signed & with a
coodisil duly witnessed. The witnesses being called testified
that the will was said to be present but not unfolded in their
presence, their names even not on it & they could not
identify it; it was held to be bad Dow. 104. Gen. 38. 2.
A man may make a will of real property without a codicil, it was signed but not sealed. Afterwards on the same paper immediately following the will he made a memorandum of a devise of personal property only, properly attested and signed by three witnesses, so as the will was not kept under contemplation, the witnesses could identify it, so it was a good will. If they could not have identified it, it would have been bad. The circumstances of a codicil being on the same paper only shows that the will was present to recite the codicil to identify the will if they can identify without it as a circumstance perfectly immaterial. In this case 2, that of Bollingbrook the Testamentor declared the instruments (which by refusing to the whole) to be their last will. 

The witnesses must all sign in the presence of the testator, and it was formerly said that it must be done at the same time by all, but this is not necessary, as it is determined that an acknowledgment of the signature, running it over the paper or reading it sufficient signing. 2 B. & C. 6, 10 Q. 3. 1 Bl. 297. 116 contra where it is doubted 1 Bl. 185 as to the actual signature in presence of all the witnesses.
The witnesses must be credible. What is meant by "credible witnesses" has been a question of great litigation in the courts of Westminster Hall & the United States, that any other court has come up this many years —

The question was: Are legatees or devisees of land or credits who would have lost their debts without the establishment of the will, good witnesses within the statute? or is such a will absolutely void as amounting to no atrocity at all after the testator's death? the witnesses might be disinterested & competent to be such in support of that will?

The authorities on these points are pretty equally divided as to number & weight. It is held that "credibility" means, the same as "competency," must exist at the time of attestation. It cannot be conferred with by any of post factum procedure. 2 Meigs, 4th ed., 709, & 21st ed., 709. That competency according to the rule of law at the time the witnesses were called upon to prove their attestation, was sufficient. One court decided with 2 Meigs, 4th ed., & it decision was reversed by the Court of Errors.

It is agreed by all that when the will comes to be proved, such witnesses, cannot be admitted. But will not the testimony of a witness who it is acknowledged to perfectly disinterested, proving his own attestation & that of those who endorsed under the will as well as witnesses, be sufficiently to establish the fact that the form of the statute is sufficiently complied with?

If the will evidence in the statute, means competent, it is superfluous to "witness" the competent witnesses so exactly the
damn thing, if it means now we know nothing of it, as
this is no information.

If my sentiments are right, it makes short work with
the question. My b.c. will maintain an inturf is useless if
interest, infamous or otherwise, existence. the only proof
in this case is that the inturf is interested. Credibility
cannot go to that. I know, but to the weight that is to be
given to the evidence. So a contingent interest is not
sufficient to destroy or annul competency. I think not. As
on this view there is no room to judge, that is, nothing
necessary to be ignored to establish the formality. I argue that
he would not be an inturf until the legacy was discharged,
after the testator death. It is probable he is a good inturf,
although the cause is hered to prevent his becoming directly
interested; the contingent inturf he has goes to the credibility
that he is always admitting. Suppose he says it inturf
did not know at the time of attestation, that he was thus
conditionally interested it is not necessary for him to know
the contents of the will, it would be monstrous to say that
he was so much interested as to be parsimony his being a con-
future testamentary inturf within the statute— if
he had been called instantly into court, he certainly would
have been admitted to prove the execution—an infant
does not bring his own credibility or the judge said by coming
to legal age—but he becomes competent. see 4th Manf
opinion 1 Burrow 414. 1 2b Ray 385. Smith 514. 2 Ins 1233
1 Doug 26. The acts of the legislature excluding creditor, good
inturfs & legacies to inturfs estately void, is no argumet.
To can either the st. of all of will being out made for want of public. Tolater said "take notice" which signing be good 3d. 1618.

Some wills were secret for want of proof of being signed in toalter presence, but afterwards held to be fair to summary according to law.

21 Sha 1109.
against the foregoing reasoning, Par. 133.

Publication was a requisite before the St. of 6 & 7 1827, but a case can hardly occur in which where all the formal acts, required by the St. of 1827 were done with some circumstances would not take place which the judge might call publication, any thing which you or to show that the testator meant it for his will is sufficient Par. 80 & 87.

Debate—

If the testator signed in the presence of all the witnesses & the witnesses in his presence & in the presence of each other one of them could not prove it as well as the whole.

But when the witnesses were dead, at hand with the testator & if the witnesses being bound did not hear in the subscription to have been in the hands of the testator, yet one of the witnesses having been at the reading of the instrument, its presence was immaterial but on other case we would in such cases, we must be guided by circumstantial evidence to determine according to analogy first.

The requisite of a good will having been considered, & shall now notice the means by which a will may in some instances, that is by other will, & by revocation.

Revocation is either of itself, or some declaration directly or indirectly, & should only be simply made to revoke the will as it is done, from some act of the testator by which it may be inferred that he intended to revoke it.

As to the rule mentioned by Mr. F. that might be made by power, & any writing whatever expression of the intent was sufficient—This has been altered by that in Par. 16 of the 1827
been expir'd by many of the States when it was not or some statute with like provisi
on the fiction, under the U.S. remain'd in force. In Eng. this revocation is required to be in writing & certain cir-
stances of formality required. Some States require indeed
most of these require it to be in writing & in some it is ne-
cessary to be witnessed, but in those revocations these statutes
have nothing to do.

Thus are some acts which may be called inter alia
a implied revocations or cancelling, abating, burning or
attending to burn — these amount to revocation.

By L. I. Words spoken when there is not really animus nec
ocausis discernibili will not revok'd a will, as if on in
a fit of exasper because his devise did come to see him while
which says, "I shall not have my estate," but words in whatever
he is not sufficient proof of animus nec causis — but if
he had expressly revoked it it called writwds. It would be evident
that he intended this estate should devolve to his legal heir.

So too if a man only threaten his will, as "I will revoke," I
will attend this being in future is not effectual, neither
is it unless the language is used with brains reference to the
instruments, P. 532.

Thus the words used must be animus nec causis. In present
referring directly to the will, 1 Will. 615, 62, P. 115, 1297, 62, 837.
I observed to you that revocations implied was some act
of the devisee to the best of my knowledge. It is upon this ground
that a record in consistent with makes the former 3 Mod. 511
8 Mod. 226. Then another to me too be a wider field for contro-
versy on this point. Why should a record will be more ef-
actual revocation than a verdict which denotes only a decision of the court?

Section 178, 186

Intention is the sole test in the construction of wills, and if the decision on this point have gone contrary to the evidence here to have been - they are not absolutely bound - it is certain, when the court are to be bound to decide the subject remaining true for discussion.

A mere suspicion will not reach the facts, as it is not necessarily in evidence. Brown 536. 3 Mod 208. 2 Term 59 2. 1 Chinn 537. The jury found a verdict, but did not know its contents, although they formed it different from the first, determined to be no revocation. 1 Wils 492. Brown 877.

Suppose the jury had found a verdict different, it had not gone on to state the difference. They it is no revocation for it does not appear that it was about the same property, even if they had found a second inconsistent, a judgment will. I should conclude whether it ought to be considered a revocation, such a verdict only shows their ignorance, it gives no evidence to the court, they put their own construction upon it that the court alone should determine, they might have determined upon restitution in this province that it is not apparent. 1 Wils 540 41.

A man by a subsequent will or codicil may make a direction inconsistent with his former will under a previous probate as to matters of fact, this is no revocation, as when a man goes to a stranger by a second will will all his property under an idea that his son was lost at sea. But if the false in the interests be to a matter of law or that his devise a pure case
could not hold personal property, it therefore was not a new will
of another th this revoked it former. It is grounded in policy as
since it was so doing would be open for great confusion
if one might say he did not know the law.

A man makes a second inconsistent will and afterwards
is growing dissatisfied to destroys it, so the first will will up
again. If we go on the ground of intention I think there
is no doubt but it is, that is the law. if otherwise
money devises would not have their intended effect.

But if the subsequent will expressly revoke the former
which is left intact the revoking one cancelled, the former is
not set up thereby, this is the law by deciding through 33. Doug. 20
Paw 531. The decision seems to me to be wrong, in the case
that will was effectually revoked or in that, I why should an
will revocation be more effectual than an annulled one, this
means to me to be a distinction without a difference.

The wording on the subject known is, that is the first case, the
revocation is only implied from the acts of the decedent, that act
is annulled until this death. If he destroys it, it is considered
as if it had never been, but in the second case it expressly rev-
oked the first will thereby, most clearly showing that he did
not intend it should stand.

Events may happen from which it may be fairly
presumed that under these circumstances the testator did not
intend his will should stand. As an omission to the birth
of a child, for it could not be supposed that he would not
survive for his own. Paw 584. 5, 6. 2 Barn 2171. 1 P. W. 542.
This rule is not universal, for a will giving small legacies of little value in proportion to his whole estate is not thus regarded; such legacies are often given when the devisee has a family at the time of devising, and also so a will made in the life-time of a first wife was revoked by a second marriage. (1 Bar. 3182.)

A man made a will to give all his property to a stranger. He then married and had children. Made a new will giving his estate to his wife in trust for himself and children. The first will was held to be revoked for two substantial reasons. (Doug. 35.)

This is an ease in which after the wife had been declared to be insane, the decision was reversed as where a man divided all his property except a few legacies to a lady and afterwards married her, then was held no revocation had. (Mur.)

It is said that to make it a revocation there must be a complete change in motives, there are no decisions on this point, although in some cases of a judgment the question is. It is said such a will as a reversionary one in dying circumstances would revoke. (Row. 360. Doug. 38. B. & A., 26.)

A wealthy bachelor made a will giving all valuable property to a charity. Then married and settled an extremely vast estate upon his wife and children, at death, he made a codicil containing the legacy but scratched it out saying "this parchment will tell all about it." The presentation arising from his scratching out the codicil is rebutted by his deposition. (Doug. 30.)

A man made a will to give his estate to his adopted
and thus married law. had a daughter, made a codicil giving her $1000. had another daughter, and I had a posthumous son, this is a tough case as it appears to me, but unless the will of the maker cannot be justified in pronouncing it valid.

Justice Buller observed in Doug. 40. That implied revocation must depend on the circumstances at the time of the testator's death.

A man made a will and a posthumous child was born to him. The estate had been given away among strangers. he had made a decent provision for his wife, but did not know at the time of his death that she was well child. it was held to be a revocation. Here there is no change of intention but of circumstances. To above cases suppose a child born but suppose a man had divided away all his property, then married a woman who did him a service in eran of personal property he had no children to be said. I suppose too he was not demonstrably fond of his wife. I should suppose the will ought to be revoked. for he certainly could not intend to leave her entirely without provision.

It appears to me to be sure to say that it is no matter what the case is, if of such kind as to furnish proof that he would not have made such a will on his dying bed.

The rule in cases of insanity the King Judges are said to have made very much - as where a man made a will and became insane, some of the legatees were visited. yet the law in such case is absolute that the will must stand. - 2 Co. 61. c. 6. 1 Vin. 105. Pow. Dec. 564.
I knew a case once of a man making a will in which he gave his real estate to his son, his personal estate to his daughter. The personal was of about half the value of the real. The devisees were clinea with the lady and sworn to administer it seven years after which time the personal estate was extinguished, nearly so. The son could have held the whole of the real property, but they generally if it may be called so divided with the daughter.

Pope observes, P. R. 557, that the assertion, of a change of the testament, intends an equitable arising out of the particular circumstances of each case, and may, like every other presumption be rebutted by any kind of evidence, oral or written. See also Long 314.

I am much to speak of implied revocation on the ground of their appearing on the face of the will, but the means used seem in themselves insufficient to festal by some attending circumstances. The first, if not notwithstanding considered, should be §314. Dow 609. As when a will is after marriage of the devisees Mrs. L. T. was void in some cases, as other, as the devisees bring a proof which before the year 50 would have sustained it, yet it is said is revoked. But are we correct in saying in this case that devisees means the estate to go to the wife at law if the second devisees did not take it, would it have worked to first will if he knew that the second devisee could not have taken? It is said to the evidence intending to take the estate from the first devisee revokes the first will.
But is not this the English of it that if the second cannot take the first shall.

If devise to B, his seigneur, knight, or a lease for any afternoon, committeth with B, to settle to some lands only, daughter where he married. A lease of settle was intended for making the professions, but it said before that was done, the hands were to a reconvention from intention to settle. Prov. 60, 1 Moore, 129 le 599 P 108, 1 Roll 615, it vid 1 Bl. 90, 98.

If devises land to B, the conveyance is the land held by profession to B, the tenant never returned to B, so that he could not hold, but the profession involved the will. Roll 615, Prov. 606.

If at devise to B, a thing convey by bargain to person to B, although leaves not get it entitled, none enough to hold yet it works a reconvention of it with Prov. 607, 1 Roll 615, R 178, 180.

If A devise to B, that after wards devise by hand to B, settling to B would not hold, yet the will was made (Roll 615) in the decease one on quittance. Ground I think that so is the law. That if the intention in the case is, plainly not to revoke the house is, that it shall not. As when the seigneur said he did not mean to hurt his will. Do that he would not take it away from B, but I C could have it.

Instances occur in the books in which the latter convey since fails from incapacity of seizure yet it amounted to a reconvention. As when after a service is made the seigneur conveys to the lord of a fief in, to a precept to possess and he then an
bad conveyed either by deed or devise, yet they are good for
ocation. Pow. 609. 1 Pow. 614. 2 Eq. 6. 357. 1 Bn. 1 Bn. 640
10 Mod. 237. 157 P. 342. 15. 168.

So in a case of a decum testa, devising away what
lotts he had - staple and made a bill of sale to his wife
that the bill in itself was vain yet it worked the will
section 2, as far as to the personal property - Pow. 610.

The most clap of cases goes upon the ground of a testament but
there is no reference to the intention, it is a departure from an ex-
ception to the general rule - A made a will, then sold the
land owned, afterwards took a deed back, this was held
be a revocation. Pow. 567. 616

At devise to A, and then conveyed the land in trust
to B for his own use, and notwithstanding the statute
prevented the estate that it was determined to be a
revocation. 1 Roll 615. 1 Eq. 2140. 7 1 Br. 2 177. Pow. 567.

Then an exam in the books, where an attestation although
for the very purpose of giving effect to the devise, revoked the
will - A conveyed an estate to B, and as he intended B
should take an estate in fee the afterwards decedent then
tailment - him the estate was allowed, and this will revoked
3 Eq. 109. 3 Eq. 2163. Pow. 580.

This principle has been carried to a most extravagant
length - A naming an estate to A, devising, B, should
take it in fee he commanded with B, to sell it, he then
conveyed the estate to B, afterwards conveyed the entailment
this way, decided to be a revocation. 1 Roll 614. Pow. 581.

If in the course of the operation, the devise is in
as of a new purchase, the will is revoked, the same intent to
settle operating as an revocation in law, and not as a revoca-
tion by the party. P. 582. 2 Ed. 3 Eq.

A deed from B to C for 100 acres, authorizing the husband
selling, that an estate tail be devised as he really before had
the free deed, as it was perfectly satisfactory, yet it was held
to be a revocation 3 Ed. 3 Eq. 803. P. 582. 3.

This is the only spot in the law of devises where the inten-
tion of the deviseur is not followed, if no actual settlement of the estate
without any reference to intention revokes a devise. P. 593.

From moment you leave the courts of law the rule changes, in
Equity any settlement of the estate without intention to revoke
will not be considered as a revocation. 2 Eq. 124. 6 Ed. 3 Eq.
for certain lands and that devisee takes lands to B, and
then B conveys the bargain said to C; this not revokes the
will. Suppose considering the thing agreed to be done as done
I will comply a specific performance — the land was con-
considered as C, from the time of revocating the contract 3 Ed. 3 Eq.

A mortgage his estate in J, and devise it to his
son. C afterwards pays off the estate and takes back the fee-
this is no revocation — 1 Mils. 311. 3 B. M. 770. 2 Tyn. 679. P. 599.

To a deed of partition after a devise by an undivided share into
between adjoining or tenants in common is no revocation if
the conveyance was for no other purpose than partition. P. 603. Vol. 2 Eq. 246.

Again A dies devising B to A, mortgaging it to B for 5000.
then the estate is settled in the legal title is now in B. It dies,
but the will is not revoked in toto — it is only a revocation.
pro latus and always so viewed in Equity since they jurisdiction
over mortgages has been established—The Ch. 512. Pow. 612. 615.
(1 Peo. 329. 2 66. Rep. 152. B. T. 158. 3 64. 806. 2 £ Rep. 958.
old divided to B without B knowledge and funding his
small estate insufficient to pay his debts, he conveyed the land
to B to pay a debt considerable less than the value of the
land; the court held that only a revocation pro tanto, t if the con-
veyance for that purpose had been to a stranger the remider
would have been a resulting trust in his hands for B

So if a deceased the quantity of interest he has died
prod at will it only a revocation pro tanto, as when
ed divided in for to 13. it afterwards leased to B for the life of C
it is only a revocation pro tanto. 2 Roll. 616. Rev. 51. 23. Pow.
624. 5

It is said that if a lease be made to the assignor to com-
mence on the death of the assignor it is a revocation in lato
As when ed conveyed to 13. t then conveys to 13. to commence on
the death of ed. Pow. 626. Rev. 81. 89.

This is such a thing as a revocation by a stranger
for it is necessary to a void devise in Eng. 1 in two of the
States that the devisee be named at the time of his death
so that a devisee by a stranger arises a devise unless
the devisee enters before the death. 1 Roll. 616. Pow. 611

If however the devisee is by fraud to destroy the devise
it is of no avail as when a man proposed to give his per-
donal estate to the eldest son at the death to the youngest.
his sons even pleased with the proposition t he will made so
endingly, the oldest then took possession of a valuable part of the farm; I dispirited his father, this was half his farm two Recreations for from said Judge River is of novel feet at all when it goes to do mischief. Psa. 611. 139, 62.

I have now examined the U.S. Recreation and have made a few observations to make respecting the Eng. Statute of Recreation. This Statute has been copied by several indeed many of the States, when it has not something similar to it is enacted the U.S. still prevails. That Statute declares that all wills shall stand except it be burnt, cancelled, torn or obliterated by the testator or by his direction with some reason and on except it be attested by some other will in writing or other writing signed by the testator in the presence of those sworn witnesses. With respect to cancelling by the law, it is the same now as it was before the Statute the goes a contrivance must be resorted to as when the adire mistook the ink for the sound volume, much defaced the instrument the will was valid & held good. Psa. 632, 92, 13. Psa. 316. This rule is the same when the wrong will is cancelled by mistake.

So when a man, with intent to burn thus his will into the fire, it was taken out but little burnt yet it was held a recreation, fraud worse is committed in such cases. 3 Mrc. 50. Psa. 634, 2 Bl. Bl. Rps. 1943.

It is not uncommon to make duplicates of a will, if none of these is destroyed by the testator, it destroys the other also. Psa. 627. 8. Mrc. 863. 2 Venm 742.

A testator may tear be a will with intent to revoke
and still it will not amount to a new execution as when we
old it with reference to some fact which he mis conceived.
As when one commended coming up a will supposing that the
same one was finished but desired to suppress his sorrow
when he understood it was not. Psa. 63:7. 1 Es. 6:2 12:5. 10:9

By last a will could be revoked by parole but you
will observe that this state alters the common law. in
no case even a will in this new kind, the words will, contents
in the same manner as in the devising clause, that
if a devising will or codicil is made expressly work-
ing the former will, yet if the
and will no
not pass in either this situation, in a power article, or any other cause it shall not wholly the former will
as it is not in legal language a "will or codicil" with
will it work the former will although it has all the
required of the writing spoken of in the statute, if its
just as I observed before a good devising will. - Psa. 6:31.
3. Mod. 2. 25. 5. 256. 8. Ch. 5. 7. 2 12:17. 2. 1 23:6. 34:3. Pre.
64: 459

The execution of the writing above spoken of is different
from that of will in this, that it must be signed in the
presence of three or more witnesses by the testator — must be
literally done in their presence, and a declaration that it is
his hand writing, is not enough. 3 Es. 8:1. Psa. 6:26.

It is said a will of personal property only is valid one whom
to not except to revoke a future devising, if one entire or un-
working will is required to be, will be a good execution.
Sharehold estate says, sharehold estate, subsequently purchased, will not pay. All accounts personal property, and this is because they have taken the identity & certainty of real property.

Republication of Wills

it Dixon if not destroyed in substance, although revoked may be set up again by republication, and so at 62 a will might be revoked by parole, so it might be republished by parole. Pov. 652.

In some cases the republication of a will, although it has not been revoked has great effect—so to help after purchased lands. see 1 Dig. 237, 1-Dig. 381, 9 Mod 78. 1 Nig. le 622. Pov. 674.

The will speaks from the day of republication, and is renewed so that its effect is on the same as if it had been originally written on the day of republication. Pov. 672. 676.

As to devises of household estate, the law of republication remains as it was before the Statute of Frauds. Pov. 667. 586 15 593. 2 Dig. 579. Pov. 189 189. 287.

3 At 672, evidence sufficient to enable the will to be sufficient is sufficient for the purposes of republication. Pov. 652. But since the Statute of Frauds is so cruel to no republication by parole. Pov. 663.

The form of republication is to take the will in hand to call witnesses to show the acknowledgment of it as the last will.

2 Dig. 529. 1 Nig. 214. 9 Mod 78. Judge Page assumes that this is no necessity for the witnesses to sign, if the will was originally well attested, but they may sign it in their presence.

The question whether a codicil amounts to a republication has been much disputed. see Pov. 658. 673. It has never been at least determined that a codicil on any paper annexed to the will or not of real or personal property acknowledges the will not properly executed amounts to a republication. 1 Nig. 493. 44. 189. 2 Comp. 153. Pov. 668. 657. 2 Raw 564.
In publication to be good must be in writing, according to the
Stat. of Pauds & injuries.
Luminated estate are considered as personal property, to be held
might be devised by persons, to-might there have been a repub-
lication by a prior, Pow. 667, but words spoken not with
the previous act, would not amount to republication Pow. 667.

It has been contended that there could be no prior republica-
tion to acts after purchased lands, 3 Selw. Rep. 90, 2 Term 621.
1 Ky. 489, 1 Brow. 554. —

The exercising clause of the State of Georgia can have
no effect upon estates for years.

In an original will, it was written "I give to all the
lease held estates, of which I now hold," the lease was renewed, it was
declared the subject matter of the lease was gone, & that the
republication which followed, did not mind it, and for this
the opinion makes the word now mean the date of republica-
tion. Pow. 684. 3 Term 176. 2 Term 599. —

A person not in use at the time of devise may take
under a republication, as when the devisee died to his son.
So. It died of the devisee afterwards had another son whom he
named So. This son took under the republication. — Pow. 675
1 P. M. 275 & 602 Term 629. —

In wills the word son is often construed to mean grand
son, particularly if the devisee had no son. Pow. 678.
2 Term 106. 3 Term 515. 7 Selw. 63. —

It will acquire no new quality by republication, which
was under an original will. A devisee says to Powel, not
necessarily carried out its intention, will not be helped by a codicil
although that be inserted pursuant to the State of bonds.
Pow. 681. Powel 270. 2 Term 527. —
But we must be careful to distinguish some of the matters in which it will be evident on what distinct instruments, how those in which the writing on the instrument, although made at different times, concerning different property, the
cancellation of the latter gives validity to the whole. Pauw 682
1 Bow 549.

If it will be made by a minor, if published when he
comes of age it is good. Pauw 686. The acts of a minor
are not void acts so that you cannot give life to them
they are only voidable.

There is no difference between publication in law
and publication in Equity. Pauw 687. Comp. 132.

Other ways by which a devise may be come in
operation, in addition to those already mentioned—

If a will is so uncertain that you cannot understand
its, it is void. Judges can put a construction upon it
but they cannot guess at its meaning.

This uncertainty may arise from a loose description
of the property devised or of the devisee—Pauw 412. 418.

"to the right heirs of the testator or anne or first tenant part
"heirs alike." Hob 34. Moon 860. Pauw 411. A devise to
"one of the sons of . . ." is having several is not good
Pauw 418. 2 Bow 634. "so to a devisee to two of the best
men of the" is void. Pauw 418. I will notice this subject
when I come to speak of partial testimony.

When a will is unintelligible on the face of it, it is void,
A will may appear on the face of it intelligible that maybe
come ambiguous by circumstances arising after its execution.
In which case, peace testimony may be introduced to prove the intent of the devisee—As in cases of a devisee to his children, really when he has a son of that name—To be an owner of his manor of Dale & it turns out that he had them in four manors answering that description.

In those cases if no proof or other testimony of the testator's intent could be adduced to render the devisee certain, the will would be void. Pow 124, 766.689

But if the devisee had been of one of the testator's manors of Dale, then the devisee should have his share among them Pow 125, 13. Matt. 18.

A devise may become inoperative when the intent of the testator is opposed to the policy of the law.

If a devise be made of a fee simple, conditioned that the devisee shall not alienate the devisee take the land discharged of the condition.

If a devise of an estate tail conditioned not to be used is in vain for the law will not admit of a peremptory

although you can devise an estate to ed & the heirs of his body—You cannot limit the to heirs more generally. the devisee would take in fee

A devise of land discharged of devisee does not bar the right of the widow.

Personal property cannot be intestate by will or in any other way.

A devise may become inoperative by a refusal of the devisee to accept or on account of the devisee being
so heavily loaded with legacies. 1 Pet 4:11. The powers
must be used within a reasonable time or the court considering is
accused.

It seems may become instruction by the accused perform-
ing in his life time after the execution of the devise those
things which he desired to be done in the devise 1 Pet 4:10. 1 Kings 5.

A devise may be defeated by debts by operation of law.

[Page 3] A devise away his property in hands to diverse persons
and his personal property is not sufficient to pay his debts after
the legacies are paid. If to all this were a legacy of a horse to B, of
a yoke of oxen to C, the E can take such property as he pleases
to apply for payment of debt, if the devisees are legatees con-
tinuously, has he no remedy? If the legatees were more than two,
and the estate proportionably, but there has been much dis-
pute in the cases of prolific legacies. It would seem that the legatees
should hold in Equity as Trustees for all whom it was taken by the E
otherwise it would be giving too much power to the Executors.

Of the rights which a man has to confer a power upon
others to dispose of his estate after his death.

It has never been doubted that a man has power
to authorize an other to dispose of his lands during his life
by himself being made a party to the conveyance. It was
not at first supposed that he could confer a power of this kind to take
effect after his death, but it is now submitted that he can
authorize an other either to sell or to dispose of the property
by devise. I can confer this power at his pleasure by deed
or by will.
This power enables men to pay their debts, it is most commonly used for that purpose as by bll. real estate was not liable for simple contract debts. Besides a man might think that one part of his estate was more valuable for his children than another.

Power of this kind is most commonly given to Esq. who in the execution of it acts as Trustee, not as Creator, the amount of sales is equitable equity in their hands with which the duties are to be paid from previous.

Sometimes this power is merely makes authority and sometimes it is coupled with an interest. If the devise says my Esq. shall or may sell a power to sell is given that it is a mere naked power; a conveyance made by such Esq. would be valid. See Ch. 382. Comp. 462. Co. Lit. 113.

If the devisee says, I devise to my Esq. to sell & it is said to be an authority coupled with an interest. The legal title would be in the Esq. & they would be entitled to the rents & profits in the other case they would belong to the assignee in title. A conveyance under the power is void. When the purchaser is in by the devisee. Pow. 293.

Judge Comment doubts whether at this time of day such a distinction would be made as it is muchnomini see Co. Lit. 136. Watt. 181. 1 note 3. Pow. 302.

A mere naked power is nothing, mere or if it is a power of attorney, it is governed by the rules of such instrument, if it gives to two or the real is to continue the strictly conveyance by one of them would not be good even if one of them or refuses to trust the power is defective, unlike indeed this contain.
If the estate should lessen to the point where it would be void. Page 294.

Where the estate takes the power confused with the interest, the heirs
the legal title, and the conveyance from the conveyance to the heir.
Page 295.

If a man gives, even to his four sons in law, to sell
a joint conveyance, by all only would be good— if it had
been to his sons in law without counting them, a conveyance
by more than one is to make it plural would be good.

Ew. 21. 30. 524. to my Ey. 45. &c. 2nd. 2d.

If there be a legacy that gives, could two of the
sons aside? says A. How.

Nor will a person will not contemplate the trust
con the conveyance— you cannot commit one to take
a trust, but if for a length of time they do nothing with it, not
performing their trust or refusing it, the court will consider
this silence or non-dispensation as repudiation of the trust and will
compel a performance—

Thus is no need of repudiating a trust— a delegate
that a distinct estateth in it. The law much of implied estat
of legacies— that in so many things an interest is not con-
tainer by device, and it cannot be said that they give an implied
agent— how would a device by them, during the device?

If the appointee refuses to act, it stands the same
as if the Testator had made no appointment, but only left his
lands to be sold to pay his debts, and in such the Court com-
monly appoints the heir, if the will not accept, with a Trustee.

Sometimes the lands are sold to E. to maintain the

...
call the younger children— in such case they have an
interest in the legal title; if they leave they are trustees
for the rents & profits— if it is a man eligible to sell
they have power to make a conveyance. (Vig 291)

When Trustees have unlimited power by the devise, the
heirs assumed the power to see that their pleasure is not un-
reasonable. As in the case where noon left considerable
unity to his wife to distribute to the children; she made the
distribution so manifestly unequal as to leave some debt
distribute the rents into funds.

Some observations with respect to the Statute of
Fines as they relate to wills & devises.

Thus if some estate similar to this in almost every State:
Before this was enacted when it conveyed to B. for the use
of C. the devisees in— the courts would compel B. to pay one
the rents & profits to C. or to let him in to the immediate
enjoyment or to convey the land to C. — this state of things
becoming very inconvenient. The Statute 27. Geo. 8 was
enacted commonly called the Statute of uses, which was
the land immediately in the use man— In this statute,
when there is no such state, the use will remain
so far as it.

This Statute was amended successively by a series of other
trustee, thus, A conveyed to B. for the use of C. in trust for
D. From this arose arising that vast number of legal
estates, which are now to be found in England. And the court
of Chancery have built a noble system of jurisprudence
on the foundation. 2 L. & B. 873. 1 Vin. 79. 167. Poth. 283.
As you may see what she will submit her character personal right, without emotion. Her husband, the 1st not prevent this actually. 1. P. N. 26. 2. Q. 518. 3. L. 973
1 Th. 2:3 1 Cor. 198. 3. V. 816. 1 Th. C. 548. 1 Th. C. 110.
1 Petr 21:10. The way divorce done in a time, or an end without the agent of my hands. And q. 2 Th. 3:4, 12. Each 5:52.

It must be found in all cases that when a wife does profit she is always her husband. She can reason as well as she is. She might be chosen in personalty. Let it be. E. 11: 367. 107. 7. Th. 9. Let. 148.
By means of the Statute of 1354 a man can convey himself to his wife or to 7th for the use of his wife, formerly the method was more excruciating as J. D. decided to 7th and 7th to the wife of J. D. this is now the practice in Iow.

When the is a Statute similar to that of Statute a devise to 13 for the use of 6 would be perfectly satisfactory, but a devise to 13 for the use of 6 in trust for 6 would be effective upon the devisee viz. 6th Biny Court Estat more sobrity.

Who may devise, or rather who may not?

All persons were incapable of devising real property.

Before the Statute of 1354 excepted in a few places as that the by custom.

Personal property could be devised by all persons, this Statute gave power to all persons to devise real property, thus the Statute of 1354 excepted idiots & lunatics for whom incapacity is to be tried by jury, same court will also thusly excepted so as also minors, by this Statute minority was limited to 21.

I do not suppose that persons wanting discretion could make a testament by 6, but I say courts must could do with this exception the Statute undoubtedly means to place real property on the same footing as to devising on the same footing as persons was before the Statute.

In a question of idiocy, it is not enough that a man be able to answer ordinary questions as the welfare of the family, but must have discretion enough to conduct ordinary business, it it must be left to the jury to determine and so is the question of lunacy.
As to the disability of a woman count to devise. De Pinto, Bacon, de Funes, Bar. Dom. Rel.

Duly: If the testator become insane at the time of executing the devisee, it is void—this principle is rested

on in the law of devising that it should contain

be in ordinary cases the devise must be by imprisonment

through a fear of life or limbs to make void the

must but a testator must be left entirely at his own pleasure—If he is impatient or traces in such

manner as to give way to the suit, that the will must

be set aside. Thus every wills set aside for this

for any other cause. Prov. 1701. I Thess. 4. 103. 1 Ch. 8. 66.

A man about to make his will called in his wife to con

with her differed from him 2 but him to turn, the will

was ascertainment that the testator married and lived 15 years in

this time. He told his wife. She in 2 years and it will so

stand; after his death it will be established. At length

of time that is agreed between the execution of the will

his death would have established it, says, 1. Parvus. If he

had died at the time of execution its would have been

set aside on proof of the fact that he invented it for the sake

of his own quittance.

It Parvus says. If either of the testator mentioned disa-

bilities, viz. infirmity, non-sane mind, idiocy, covetous or

down must at the inception of the wills it will be abs

olutely void. accordingly the disability in a actually, removed

from the consumation thereof by the death of the devisee. Prov. 172

11 Mod 157. 2 Esq. 60. a 1657. 357.
There is the creation of an instrument always makes it void,
whereto it is a deed of a will or any thing else. But
wherein the instrument will not make a conveyance out law, that it
would in itself, but it will destroy it will at law upon
a show that there is no will. It was not if given to Sec.
1 P.M. 588. 2 Hy. 183. 2 4th. 324. 424. 8 1st P.C. 368. 7 1st P.C.
In Eng the laws of the State a devisee must be made of the lands in order to give a title to the land by devisee. Prox. 189. Legal or equitable devise is sufficient, first meaning actual possession to which a title to the lands in question by a conveyance or contract which Equity will enforce specifically or by action. Cases are no impediment, on the other hand, devises are the same thing as or not prior to a devisee of the remainder, but if one holds adversely against the devisee he is disposed and cannot devise. Prox. 208.

Who may be devisees

You can hardly find a man who cannot; all persons may take by devise who are not expressly disqualified by statute. A devise to one in virtue of new is a good devise. Prox. 325 328, 1. Miss 8.9. When the devise was in virtue or a future, then seems to have been no devotion. But if the devisee gives for virtual or present, it was once devoted while the devisee was good. The courts have now determined it allows upon the ground that such a devise in it was mature, a devise in future Prox. 329, 1. Misc. 105. Exam. Rem. 332 to 328.

As to coverture, it is now no question; a man may devise directly to his wife - formerly it was said not for the coverture was conjunctive. - The effect of the husband will prevent the wife when the devisee is limited to take effect after his death in which case he will not pass into her taking. And when he had by law a right to the
It is a maxim in law that a bastard is nullifying
has no father or mother - it in substance is to it a name
thing, and so it has been advanced, as that he did not belong to
his mother, and could not inherit from her. It could gain no estate
by the mother, nor by the same course of reasoning you
also prove that a son was born.

This may be policy in this as to prevent an assurance in
families - so far it is reasonable.

An illegitimate child can have no relation to the
heirs inheriting of his own body, mother can be inherit from
any one except by particular Act.

A bastard may take by grant or devise when he
has received a name by time and reputation. 

If a devise be to the "eldest son of all" no notice will
understanding the general rule, in actions if it bastard
is not named or indeed if he is mismatched, if a person is clea-
ly make out by warrant to be the person meant. I thin could
be no other to whom it might be applied, the advice to him is

be taken of an illegitimate child. 

As an example of I.C. wherein illegitimate, or not would not relieve. 

So it seems, that to enable 

A party to obtain a name, or to be known to have 

That name must be used in the convey 

ancees. 

There is no conveyance of anything which con 

to a designator personae is sufficient for a devise to take 


So, we see that an estate cannot be granted or de 

vised to unborn illegitimate children, but to unborn leg 

gitimate children it may be if not intended so far as 

to assert a proprietary - since a far may be made to become 

in future by devise at what length I shall observe 

I. 1576, 210, 2. 257.

The party and must have 

gained a name - so that although a remainder may 

to be limited to an unborn legitimate it cannot to an 

unborn illegitimate.

The estate of a far must commence in possession - if you 

carry to the estate, son of I.C. When I.d have no son. 

thing, but you can grant to I.C. for life - to his son 

in fee.

A devise may be contingent as if to A or his mar 

rying B to the property, far as instant in the happening of 

the event, in the mean time it is in the heir.

A devise may be uncertain as to the devise as if an 

estate was given to the son of I.C. who is first mar. 

ed - how the happy man takes both wife & estate at th.
It was once questioned whether a devise could be
by description without being named. But this is no doubt
but what he could if there was but one person enunciating
the description — so indeed it would be good if there was no
name of that description & you could ascertain by possible
testimony which was meant.

A devise to a more relative would be good and they
will take, according to their degree in the estate of distributery.
But it will be said this is taking by descent not by de-
vice — but you will observe that in devises it states goes to
the next of kin & this legal representation, that under such a
rule as the one adopted the next of kin take exclusively rep-
resentation is not admitted. Then in the first degree, as in the
second & so on. This Panel decides when the devise is of land.

Any wrong which descends to a person understandingly is suf-
ficient. View 385 — But a general description which will in-
clude a multitude will not suffice.

When a devise is made to A. of his heirs, the word heir
is a word of limitation in its legal sense— if it is to the heir
of A. who is still living, it is the same thing for him. How-
ever, if it is too indefinite meaning those who shall have
him to be his heirs — and so perhaps to mean some distinct per-
son as his heir apparent — and you can be sure from particular
cases we must, and the word heir was not used as a word of
limitation, from the circumstances of the family it may be good.
So you see it depends upon the circumstances of the family, as well as upon the sense of the will. Prov. 18:10
1 Chr. 20:3. 1 Kings. 3:11. 2 Tim. 3:11. as to the word being as a descendent known in Prov. 28:27.

Of the introduction of Parol Testimony.

I would point out the law generally taken in some numbers,

This is a rule of general if not universal application to all kinds of written contracts, deeds &c. &c. viz. that parol testimony is not to be admitted to explain, enlarge or modify the language used therein, or to give it any

Paw. 28:7. 1 Cor. 6:8. 2 Tim. 1:8. 2 Pet. 3:1. 1 Tim. 1:8. 2 Thess. 2:15

37:1. Prov. 34:5.

The rule of law in relation to the introduction of parol testimony was very interesting & important & required your particular attention, for there were few points in the law in which young practitioners are so often disappointed as

Thus an ease in which parol testimony would be admitted as such will but refer to some of a will. But the general rule is the only rule & the will is as if it were in the hands of a man & was what he said it was, & the will need not consider circumstances to render testimony of that kind suspicious.

In what case then is parol proof to be admitted? Where a will so far as respects the last of friends & relatives in relation to testimony: You can be admitted by parol testimony to prove of
set of facts from which conclusive inferences may be drawn by which the meaning of the writing can be clearly understood. If when it claims that it died the property absolute was a deed of assignment to B. from the State, forbids the introduction of prand testimony to contradict the time of a written agreement but in the case of even be admitted from that he has been in possession now 15 yrs since the deed was delivered they not accounted for the rents & profits that he borrowed many of B's gave him note for its on that B bore some every year for the first. These are facts which are invariably find accompanying mortgages & are sufficient to prove that the sale was not absolute. It is not necessary for it to produce a written condition for that is not a rule of evidence but if you can prove such facts without the witness swearing directly in the test of the contract. See 111, 280 &c.

So too in analogy to the law as dealing alike as to the facts of them that consists of one of fact the law respecting wills as to the same point. Even of exhuming by the party who I say where the matter around stands with the will of the will. See 487 8 5 Rep 155 2 Plow 137 1 Viz. 231. As when $1000 was given to the four children of her cousin C. B. C. B. had six but prior testimony was introduced to show that the four children by her husband were and even the one intended but not as to another legacy to the children only the in the same will. 2 Viz. 216

A man, although he has omitted to say "value we" in a note may in act bind on it from that he sold a farm into that time to but if in had some
consideration of no consequence. He would not have been permitted to prove about the house.

There are two kinds of ambiguities in a will, called latent and patent.

Patent ambiguity can that arising entirely from some thing useless which will, may in all cases be explained by proper testimony, relating to some extraneous fact. As, when a mean devisee lead to his son Thomas, when he has two sons of that name, 5 R. 686.

So too, in a devise of bulk were when he had two farms called bulk were—8 R. 155. Pow. 288. so to one charity school in West when the owner two those concerning the description in the next easies, it was not only the testament intention to devise to some one whom he supposed would describe by the will. In some cases, it was perfectly the testament intention to devise to some one whom he supposed will describe by the will. In some cases, it was perfectly the testament intention to devise to some one whom he supposed would describe by the will. In some cases, it was perfectly the testament intention to devise to some one whom he supposed would describe by the will. In some cases, it was perfectly the testament intention to devise to some one whom he supposed would describe by the will.

Patent ambiguity, or construction of sentences, can never be explained by proper testimony, but by the meaning of words, or provincial ignorant minds, it may be
explained by prayer. 2 Tim. 6:24.

When the contiguity is so great on the face of the will that no opinion can be formed of the
meaning, it no sense can be made of it. And proof cannot be admitted that will must fall, as "to devise the one of
the children of Zad." when he had several, no one could possibly tell which one was intended. And proof cannot be admitted
to explain the intention entirely. 2 Tim. 6:24. 3 Ch. 28. 98
2 Pet. 3:180. 1 Sam. 7:6. Mod. 199.

In the two last citations,

though we have a case of a devise to ch. 13. when the happens to
be two of the names, it is found that assign to the one of them & that one takes - Pov. 6:92

Further. Although the rule requiring hard testimony is
nearly the same in courts or wills, in some cases they are dif
ferent - as when a great is to a man by a wrong name it is ill,
that a devise their name is good, if the description accompanying the name is such as a certain and the circumstances of the
divise & devise may be proved by force to explain the meaning
Pov. 6:98. q. so when a niece was made devise by a nickname
as the word is, without an obvious description - if there had been the
books ray it would have been insupportable that I count it.
Pov. 6:99. 2 ch. 240. 1 ch. 2:10. 2 ch. 142. 12 ch. 5:1: 23:5
4 15:15

But if it name is mistaken some sort of description
is in dispensable as to "my nephew Robert. Nunc ut name was
never the word nephew how can sound it Eq. 12:14, Pov. 5:60.
2 Tim. 2:17, 18.
The court will not by circumstantial supply any thing that was
not before written or to file a blank can nor. Poc. 501
of words of equivocal import an end, as persons
omitted will be admitted to use them, as in the case of
"senioris prece." Poc. 496. 1 Will 674

The circumstances of a man, family may create an ambiguity, as if a slave
is to a man + his children. The tinn children is a word
of furn shawn, if he had children it would go to him + they
is common if not, to him in title - now precedent tes-
timony may be admitted to shew whether he has children
or not. - Poc. 501. 5. 1 Rep 16

Before the state, by the word
estate nothing but an estate for life would help in a deed with-
out it was a thing, but when that introduced it practice
of making such the intension of the testator was followed
in word state meant the thing itself and nothing more
originally - but it is now considered as meaning one inter-
est in that thing, and it is now settled that a claim of
all one estate with an interest proof one estate in full, altho
this is not to an in error - formal testimony being admitted
to prove circumstances, such as show that to be the testa-
tory intension. - as in case the claim is loaded with the part
of debts to legacy amounting to more than the value of
the personal property or of a life estate in the premises
so that if from all these circumstances it can be made
to appear that the testator intended the cannot to take
a longer estate than for life, he will take a longer

null
In all such cases where equivocal terms are used and
ambiguous meaning will be admitted, of circumstances which may
make clear the intention of the testator.

In such cases, mere equitable
considerations are not entitled to any weight in the
construction of the will. The intention of the testator
is the controlling factor. The court must consider the
whole context and the surrounding facts to determine
the true intent of the testator.

As in the case of the Will of D. B., where he
left all his estate to his son, called the Will of D. B. 20
was given in remainder to his son, and S. B., who was
married to B.'s daughter, was entitled to the
remainder. The court held that the
remainder was not intended to vest in S. B., but to S. B.
and her issue, and that the
remainder was intended to be held in trust for the
benefit of S. B. and her issue.

In the case of the Will of D. B., the court held
that the remainder was not intended to vest in S. B., but
in her issue, and that the
remainder was intended to be held in trust for the
benefit of S. B. and her issue.

So too, when testator gave to each
$5,000, to $5,000, to $5,000, to $5,000, to $5,000, to $5,000,
the court held that the
remainder was intended to be held in trust for the
benefit of the testator's children. The court held that
the remainder was intended to be held in trust for the
benefit of the testator's children for the
benefit of the children.
more, yet if they were to be construed according to the previously
confinement it would make both the devisee and the assignee ad

It has been said that when a devisee
appoints his debtor his 64% the debt is released— but this is incor-
rect. It is often in his hands and if the devisee and legatee
the mere not distribute it,

A appoints B to b his 64% and after
pay of several legacies t debt he gave the residue to his 64% T
owed him £3000. New court proof was admitted to show
that the debt was not released but as offsets for it owed
many legacies & it was proof proof to show that it was intended
to be released would not have been admitted it was owed, when of
fered t. From the contrary, Prov. 52:2. 3. Hull 600 240. 2 Tha 261

According to the English rules although secured to
the estate for it payment of debts can not be sold unless the person
al property fails. But when a man thereof of large person
al property, owed his hand to be sold, new court proof cannot be ad-
mitted to show intention that contradicts the express words of it will
by which it was plain that in one case to secure his personal
property.

The rule in Eng is that the devise is to have the remainder
after pay of debts & legacies. Sometimes we get a legacy for hi
 devisable & payable in such case the remainder is to be distributed
the same as if there had been no uncle & as it obtains that it
64% is paid by it will to the devisee and not mean he should have
more. This rule as to it legacy is an equitable construction of the
testator intention in it will and proof proof would be admitted to sho
that testamentary testate 84% should have both testamentary testate residue, because, at best, the 84% is inherited to the residue, and
pardon testimony is always admissible to rebut an equitable construction, but none to rebut a legal one. P. 526.
Bec. 21 Oct.

Pardon testimony can now be admitted to show that testamentary testate residue should go to 84% for
that would be rebutting an equitable construction.

In this county the law respecting the residue is different as the 84% is
paid for his trouble.

Smith says. Pardon declaration can not
be solated in any instance received in all cases to rebut the construc-
tive declaration of a testator, which is rebutting an equitable pro-
for in such cases, the statute in the discovery, but the amount is in support of the latter of the will. P. 526.

Judge Alva in
this hard story, that Law don't have given different construc-
tion to the words of the same will, and when this is a case of this kind a legal & equitable construction may
prove is always admissible to rebut the equitable to make room for the legal one.

As in the county, Gain's through
are the main but a bill age 84% for personal property to res-
dem the mortgages on the real. Gard more was admitted to show that the testamentary testate is the 84% should have the
personal property free of estate, notwithstanding that by the
rule of 84% estate, the personal property was liable to be applied
Light circumstances have been proved sufficient to prove delusion.

This you will con-

member is a very inculcative rule for the ease of every one which a man might depend entirely upon the construction of a will and in such case hand testimony is always admitted to destroy it. This is no more of any thing written. 

2 Vin. 252. Talbot, 2a, 79.

Land was devised to B for the payment of debts payable to B was. Ex. 3. The equitable rule is that the devisee is a resulting trust in this house, for it is the legal construction that the deviser should go to the Ex. 3. and just as was admitted to show that the testator intended A B the Ex. should have it, for the estate is vested in him. 

Pow. 525. 1 Ch. 2a, 196.

Repealed Legacies

By a repealed legacy I mean those legacies that are given twice in the same will to the same person. The rule appears to be— that if two or more legacies are given in one instrument in toto, then in the executor giving to the same person they will not be accumulative. But if it be given in a separate instrument or a copy, or note of hand, it will be accumulative on the ground of intention. For the law presumes the testator knew what was in the will and intended both instruments should stand. Indeed point testimony can be shown to prove the testator's intention. Judge Payne does not see the necessity of the introduction of point to testify to explain the testator's intention when the intention...
is so clearly settled by the rule of law, that the legacy is to be
sown and sown in the morn.

I was engaged in a case for the devise when the devisee had given a sum of £700 to the devisee and afterwards the same sum in a
will. The court of the grounds of the being in two separate instruments and one and is. The law of testamentary
cannot be admitted. 26th May 1824. &c.

You will observe that is all
the foregoing case the prorae testimony is non-existent on the ground of
the preceding will with the will.

Upon the same principle of the
evidence not being inconsistent to the will, it has been held
that prorae proof may be brought in to show that a devise
is not good as to any performance of a prorae evidence agreement.
For in such cases the evidence is not an aid in the construc-
tion of the will, but to explain whether the same thing is so
satisfaction for the other. Paw. 529. 274, 323.

Thus, a man bound to provide
for his wife being taken suddenly ill, he gave her a devise to
the amount of the common. Jurisdiction waswhether he even
not true provisions for the same thing. Prorae evidence was
admitted to show it was intended as performance of the common
and such evidence stands well with the will. If the intention
in such case be thus proved the widows is not bound to accept it.
But she cannot have the benefit of both, the advice and con-
sumption. Prov. 5:29. 2 Tim. 3:23.

Parol evidence may be ad-
mitted in all cases to establish act fraud; because otherwise
the rule excluding parol testimony generally would encourage
what it was intended to prevent—Prov. 5:30. 2 Tim. 3:23.

Of admitting parol testimony to explain a will

Judge Race has made a synopsis of the foregoing deci-
dion on parol testimony for the use of his students of which the fol-
lowing is a very condensed version.

I. Parol accounts of the testator, declaration of his inten-
tion at the time of making the will are not admissible,
for if those declarations are in conformity to the will, they
are conclusive; and it is against the principle of the C.L. and ob-
posed to the statute of frauds, to admit them to explain; en-
large, qualify, or receive the language of the will, or
give the words therein any meaning sufficient from what
they obviously import.

II. When there appears an ambiguity on the face of the
will not arising from the use of equivocal words but
from the construction of sentences contained in the will,
no parol proof of any kind is admissible to explain what
the testator intended.

III. If an ambiguity arises when it will as in the case
of two clauses of the same name or of two forms known
by the same name and one only is observed, in this case
parol proof of the testator's intention not arising from bias.
locating but to be inferred from the proof of certain facts.

IV. When there is no ambiguity respecting the person who is intended as devisee, but being sufficiently described by a wrong name, an ambiguity may be made of the true name.

V. When one equivocal word is used relating to a person an ambiguity may be made who was intended.

VI. When a word is used that is equivocal, because under some circumstances it is a word of much or little the circumstances is a word of limitation, no part of an ambiguity of the circumstances of a man's family may be introduced.

VII. When an equivocal word is used as to the quantity of the property desired and that, it becomes necessary from the words of the will what quantity of property is desired.

VIII. When a word or not equivocal but if their technical meaning will make the devisee ridiculous or the conduct of the devisee unreasonable, such meaning not according with the state of property of the devisee, then this state of property may be ascribed for the purpose of producing such a conclusion of the words of the will, as will conform with the state of property the contrary to their technical meaning.

IX. Povre evidence and even the poor declaration of the testator are admissible to rebut an equity. It frequently happens...
that the construction of the words of a will in a court of law is different from the equitable construction in chancery. Torsten the legal construction and thus to rebut the equitable one. Parol testimony of the testator's intention is admissible.

X. In no case can parol proof be admitted to remove the legal construction and place in its room the equitable one.

XI. Parol testimony is now admissible unless the construction intended to be produced by it, stands well with the will.

XII. Parol testimony is admissible to prove that a legacy was intended in satisfaction of a preceding agreement.

Perhaps Judge A. might have said that parol testimony is in all cases admissible for the discovery of fraud to construe a contract.
Remainder & Executive Devise.

These two kinds of estates agree in this that they can to be enjoyed in future.

An estate of this kind is not necessarily an executory devise if given by will, for a remainder may as well be given by will as by deed. Whenever an estate is given less than a full estate upon that so given this is a remainder which is given by deed or will.

The grantor in this case has parted with all his interest, and the grantee or devisee is invested with it as remainder man immediately as the deed or devise taking effect. This is called a vested remainder.

There are also contingent remainder. But it is a matter of uncertainty whether the remainder would vest. This kind of remainder is called contingent because the person to take is dubious, uncertain; or because it will vest only on the happening of some uncertain event, etc. The person to take be ascertained. Thus if an estate is given to ef for life, remainder to his eldest son unborn in full—this is a contingent remainder when the issue is born the person is ascertained and it becomes a vested remainder. So if a remainder be limited to estates upon his marriage—this is a contingent remainder depending upon an uncertain event, i.e., the remainder becomes vested as soon as it happens.

But you will assume
that the remainder in both cases must vest during the continuance of the particular estate or so instantaneously upon its determination, that it cannot be no intermediate.

for if the person is not ascendant or the event does not take place either before or immediately on the determination of the interest into particular estate the remainder is lost.

And you will observe further that a contingent remainder that amounts to a fee simple, cannot be limited in any thing less than a fee simple, for as the fee simple must vest somewhere, it is to leave the greater, the particular tenement must be capable of holding it.

What then is an executory devise? It is an execution of the estate to prevent the intention of the testator from being defeated by the wording relative to contingent and issue remainder. An executory devise makes no particular estate to vest, but this is contingent, which distinguishes it from remainders for a particular estate is absolutely necessary for without it there would be no remainder.

In this case of executory devise the estate remains in the heir until the event takes place.

Whenever the estate given by will is good which would not be good by

and it is an executory devise.

A vested remainder may be limited on an estate for years or for life. But a contingent remainder
can only be limited on a freehold—else the freehold would
be in no one and this cannot be, for as lawyer is a much
afraid of an abeyance as a philosopher is of a vacuum.
there is no place to rest the soul of its part.

Another quality

of good remainder is that they be not given in such manner
as to create a beneficence. You may give to his son when he has
been of age, or happen within a reasonable time, and it falls
potentially possessing. But you cannot give to his grandson
when he has no son this would be potential remainder on, and
the rule is the same in every devise. for otherwise the owner of
property would have too much authority over his estate to have it
sure the beneficial person, entitly is by or change.

You may give
to the remainder of any person in being, this is it English
and is considered land in most of the state. an estate cannot
be given to an illegitimate child by way of remainder to the said
child of a remainder if it should he an illegitimate, because it
is said, having a bastard was a remote possibility. the next reason
is that such child cannot take estate by the same it ac-
guine by inheritance. a vested remainder is an estate limited for
an estate for life or years with remainder in fee over or reversion
a contingent remainder is when a particular estate is a life estate
at least and to vest on the happening of some uncertain event.
the remainder the particular estate is determined before the contingency
happens its even many vest, if the remainder is test, with certain condi-
tions it is not so. This has lead to an invention which may trouble you
an estate is given to a remainder to life to preserve contingent remainder.
and remainder one to the sole son of each so that if the
father were to destroy the contingent remainder set up in the
child of each of them. The difference between remaining one
and remainder is that the latter requires no particular long life to
support him and the former one is taken to prevent a possibility
in 24th division or in remainder. The first rule of the 24th
division is that the estate must not during a life in being and it
matters how many remainders one there may be. 'Conclusively
commenced 50 years hence would only defeat itself for it must not
during 'a life or not at all.' The rule has been extended by the
courts for it was reasonable or the estate to the son of one so
that he should take when he arrives at 21 years of age, so that
an estate may be given to vest during a life in being or 21
years afterwards, for according to the old rule the contingent
would be lost. After this in two cases it was, as under nine
months, three times this—this time is the extent. The rule has
been seriously considered. I have now explained to you the
distinction between remainders and 24th division. A second is that
a fee cannot be limited after a year, for there is no remainder
with any interest. By way of 24th division however this may be
done, and the remainder must be no limitation, to vest during
a life in being or it is a perpetuity. 2 Bk. 173, 5, 5.

And this difference is that in a term for years a remainder cannot
be limited after the grant of an estate for life because the term
is greater than any term in years. It does not mean longer, but
by 24th division this may be done. The statute of several states
have destroyed the distinction between fee 24th division or
remainder and the remainder is a very reasonable one. When it
exists the remainder...
important in its influence viz that a freehold cannot commence in
future if done already. The 5th stat. says that all estate may be
given by deed or will to any person in being or their inmo-
ment descendents, but no further limitation is allowed. That
a free cannot be use or be limited after a fee see 10. Mod 422. 61 St. 5th

An estate is given to a man by will in fee simple and if
the without issue is given own in fee simple — The question is what
is one such by dying without issue? According to the legal
technical definition of term as man might die with
out issue 100y. after his death and if this was con-
ceived the true signification of the phrase used in the con-
veyance the limitation would in all either in a child or will
as creating a perpetuity. The real meaning however by
common sense would evince it is a man dying without
issue of his body living at the time of his death
and when this understand it is a good 5th decem.

The Judge have related again the story of the con man
field.
The States of New York & New Jersey, have adopted the Eng. law of several instances in our States. From make the Act 22 6th. of the foundation of their laws on this subject, that is the Eng. law for the distribution of property, it providing that an intestates estate goes to his issue or their legal representation exclusively & if no issue to the next of kin & their legal representation, that not further than brothers & sisters children and their if ever known who are next of kin to who are legal representation, no known next of kin. The old stock our some dead & none living the old stock; see what their father would have taken, but if all the old stock are dead they all take for estates all which the case is the same in the descenning line in all the States as by the Act of Charles 22

But if he has left no children who is the next of kin under the Act of 6th. which claims the next of kin to take your rights to the mother, but the State of James received but it seems a waste with brothers and sisters in real property but not in personal by which is injudicial. The proximity of blood not the quantity does not save from always giving them in equal degrees of kin as equal share, so that parents being dead brother & sisters of whole or half blood in unit. Another branch of the Act of Charles 22 only lets it go brothers & sisters children, so that grand children cannot take when the children are away of the skin, but if the children are all dead, the grand children all take alike for equals. If half of the children are dead the grand children take for thirds. I. I. died this brother & sisters take the estate of some of them are dead then children would take what their parents would but when they are all dead the children take equally by coheirs but if both of the children the children these children cannot take by representation until
all the old are dead — When all are exiting our sight, 

To parents the next step when they are dead the brothér or sister, 

respective of the children, if some of the brothér or sister are living they 

will take by representation what their father or mother could 

have taken, if all the brothér and sister are dead their children 

take equally for security. — The State draws up the children to the place 

of the parent — but by the State generally adopted the right of representa-

tion goes no further than to brother or sister children in the collateral 

line.

"Most of kin" means to some in our statesmas in the 

Eng. law for it was understood in a particular meaning long 

dearer to understanding of the State in our country.

The object of our State has been to abolish the feudal prin-

ciples which governed in the Eng. law of descent as being repug-

nant to the spirit of a republican government.

Holaday.

There is no need of appealing here, as no one only children 

get children forever. — In determining who are next of kin 

in line and time from progenitor to his father is one to grand-

father and to his children is one to his grand children next 

over — I see to collect and into count in the same manner 

to the common successor of them down to the collateral rela-

tion. — If the rule were thus to distribute to the next of kin on-

ly, there would be no difficulty for whenever this rule or next 

of kin they take for enriches. The computation is by the line 

laws and adapted in most of the States, but wherein there is a 

word in Eng. law which our State does not mention in our 

to define it by the Eng law — the above rule is universal in 

Eng. distributions. — But the rule is it goes to most if the 

legal representation of most of kin to far as brother or sister.
A perfect knowledge of the construction of the laws, the state of distribution of personal property, will sufficiently enable us to judge correctly respecting the amount of real property in most of the states of the Union for this state seems to have been made the basis on which the laws of these States have been framed respecting estates where a person's right of having title to real property has died intestate. I believe it to be a sound principle that the terms used in such statutes without any definition or explanation in it some manner, as to any bonds or mortgages or under a mortgage, thereby making the law subject to that construction which no provision is made to the contrary.

If any reference is given to males or females, of their instrumentality children, the distribution must have been the same.
children, and as well to make personal as well as serious plans.

The rest of the words are not legible, but it appears that they talk about a tax on inheritances, and the distribution of the estate. The following are some of the sentences:

1. The estate is left to the wife, who is to take one-third of the estate.

2. If there are no children, the estate goes to the wife.

3. If there is one child, the estate is divided equally among the child and the wife.

4. If there are two children, the estate is divided equally among the children and the wife.

5. If there are three children, the estate is divided equally among the children and the wife.

6. If there are four children, the estate is divided equally among the children and the wife.

7. The estate is divided equally among the children and the wife, with the children receiving one-third each, and the wife receiving the remaining two-thirds.

8. If there are five children, the estate is divided equally among the children and the wife.

9. The estate is divided equally among the children and the wife, with the children receiving two-thirds each, and the wife receiving the remaining one-third.

10. If there are six children, the estate is divided equally among the children and the wife.

11. The estate is divided equally among the children and the wife, with the children receiving three-thirds each, and the wife receiving the remaining one-third.
8th. I had in test through my father's relations living near his father Rember, his grandson Solomon his mother Mary his grandson Jonathan his brother Thomas Giles & John Brown his sister Sarah Giles & the children of Thomas AB 18 the child of Sarah B. the children of I. Brown D E, F his sisters George Giles & Edmund Giles his father's brother. His aunt Alice Brown the sister of his mother Mary 49 the child of George 4 + 5 the children of Edmund A & I. The child of AB 1 47 the children of AB 1 the child of AB 1 47 the children of AB 1 the children of AB 1 47 the children of AB 1 I, also doth it contain in long to

The whole estate goes to the father Rember the rest of all for Mary is deceased by 11. that it would fail if she could not hold for it would return personal immediately in the hands of that Rember is dead at the 2nd. Father also then being my father it just depends there in 14th. to take the three pianos. Mary's cause if John Howe should take his brothers & sisters. Some of him not by us if the above being alive 15th. as the former only Howe is dead leaving at 3d. to take his share by representation to the number to his place if so if Sarah had been dead in children 14th. the same only other are now saved of to the degree it goes to the children of their brothers & sisters and to the 2d. Grandfather bottom all being in the 3d. degree and not by representation but as next of kin to continue the real stock being removed 16th. is it same only such a being in the 2d. place to the whole all to the relations one in the third to

17th. is the same only such a being in the 2d. place to the child of the grandmother this case to estate is divided between 2 children of Sarah. That & brother sister Geo. Edmund & Alice in case for they are next of kin & this child of I cannot take being a brother good child which to right of representation does not get in the collateral line.
If there are no descendents, the estate goes to one half of the intestate estate to go to the husband, the other half of the remainder after debts have gone to the surviving and collateral relatives. If no wife or children, the whole remainder would go to them.

That is in both countries after payment of debts.

If an estate is not to be found it had done that where a person entitled to a distributable share under the statute dies before distribution which cannot be moved until a year has elapsed after the death of the intestate, yet his share is a vested interest not transmissible to his executors or administrators — so too when the son dies leaving another father who was entitled to his estate and died before distribution. A estate did go to his next of kin, but to the extent of him or her in whom the estate was vested before distribution.

If in this estate is not to be found it is determined that the mother of the intestate after the father's death does not survive, brother or sisters but they can take any personal share with her, but does or she and the grandfather or being in the first degree, for this Stat is said to claim only for the benefit of brothers, sisters, and their children, but upon it being sixty years of age. In this case, one occ-
The executors may the same only take $8,000 and the rest of the estate goes to Geo. Edm. 3rd Alice for the children of Geo. Edm. 3rd the same for they are next of kin for the 1st of the 4th degree whilst Geo. Edm. 3rd Alice are in the 2nd and they cannot take by representation for that extends only to Geo. Edm. 3rd the children whilst the children of Geo. Edm. 3rd are with the 4th degree.

Who are brothers Geo. Edm. 3rd children will take a 3rd of them for their own sons' mates the old stock are all removed and the children of Geo. Edm. 3rd Alice will take with them for they are also in the 4th degree.

16 George is the children of Geo. Edm. 3rd are alive go take them where for no representation can be offered beyond brother & sister children.

17 Geo. Edm. 3rd dead his children with those of Geo. Edm. 3rd take as next of kin in capite.

Union of 2 2 1 2 6 1 2. The widow is entitled to 5% of the personal property in and around the estate if entitled to her dower, the residue goes to be distributed.

Posthumous children take equally with the children born before, the intestate death.

The court have refused to brother & sisters to the granddaughters the children in the 3rd degree this was decided by L. Handwick who said to many occasions to said they were right, probably meaning the law as you to be so.

Mother's testate to the extent of 3 4 the mother will be elected it from father.

These statutes distribute to the next of kin by consequence not affinities, many legitimate children.

(1) are not page fragments.
A different mode has been adopted in some parts of our country, and the superior officers have decided, that at least children, when the same or no children are living, have taken what their parents would have taken for steps, but this is not arbitrary, but an admission of any continuance of decision of any judge or lawyer to support that decision. The terms of our State, being the same as those in the long court, to receive it common

14

The division between the symmetry of the knee for those is no

15

Furthermore, the division of the knee laid down in the last is the right one, and the same

16

words certainly ought to receive the same construction in both parts of

17

the "1st Ed. 1815." Furthermore, the division of the knee laid down in the word "next of

18

kin" and "presentation" in this State I have detailed at length the distinction

19

laid down in the State.

20

The person who is entitled to the estate under the State must be related by consanguinity, not affinity, as by marriage. So I die

21

leaving no living descendant, children or children of the wife, husband of his son, or daughter, even wives in strict.
authority in support of the above doctrine—

made it computative of kindness both in grant. Each

act of charity both by civil law. 1 Nisi 335. Chancellor

does the rule of computing kindness is by civil law.

dispute was between grand daughters of a sister. The daught-

of an aunt. It was said it thy should take equally. P N N 211

P mm 25. 2 Nisi 335. 1 P M 25. 395. 2 Nisi

118. So Lit. 1 Nisi 335. 1 Lov. With 78

That the division is to be made in the ascending

time sometimes per capita sometimes per stirpes.

sloops 74. Benn Ecl. Law. 365. This is the usual

When children are all dead who left children the chil-

dren take by their own right. So if there is any grand

children. is to be divided equally in equity.

Posthumous children take as 1/6 as with the other children.

1 Nisi 115. 2 Nisi 115. 2 Benn Ecl. Law. 365. 1 Nisi 85.—

All are in some degree they take by asport. When

some one is a minor. Then the distribution is per stirpes. 1

2 Nisi 215. Where the brother is living. To some right

over they take per stirpes. Parc. 6 G 54. 3 P M 58. 1 P M 25

1 Nisi 85. (b)

That representation continues ad infinitum among females

here. 1 P M 27. For descendants always include ascend. In the

That representation cannot extend beyond brother stirpes

children when any brother or sister is living. See 1. P M 25—

representation does not reach 4th degree. 1 Nisi 235. 1 P M 25. 394.
That a strict adherence has been observed by the courts of this Province to the rules laid down in the civil law is evidenced by the following authorities: B. 6132. When the grand mother who is in the second degree is preferred to the aunt who is in the third degree, the same point is argued in 1骨 252 & 1 P. W. M. 41, when the great grand mother takes equally with the aunt they bring both in the third degree. 2 V. 215.

I know if no deviation from this principal rule in the case alluded to in the writing of judging brothers & sisters to the grand parents when they are both in the 2d degree which on one side symmetry of the laws...
That all in some degree bears equal share
when there was no right of representation.

2 Kgs 21:3 1 Sam 4:5

That Relation of half blood takes equally with the whole
1 Tim 4:3 (1 Tim 4:3 is not here) 2 Tim 1:4 1 P.M. 53

That distribution those unit, immediately in the person who
has right to wear.
2 Thes 115 1 Sam 2:9 2 Tim 7:10

That all ascending order, each of some degree take equally
as 1 P.M. 53 1 2 Esd. 6:19 3:29 Lev. 17:7 24 1 Cor. if
how may be found.

The Eng. 2 if the intestate dies within any relative to
the estate goes to the king, but as we have no such character in
this country it will go to the first person out and be divided
elsewhere by law.
If a intestate do not divide
for estate to the sum of sixty but would hold any

Then men do not reach the estate of the widow who
was leaving husband. Stat of Gen. 3 1 Sam 5 3:1 1 Kgs 2:1 1 Kgs 4:17 1 Kgs 17:22

by these 2 Kgs 4:17 2 1 Kgs 4:17 the estate must have gone to the widow next
of kin, but the estate of 24 6:1 2-giving the estate to the hus-
band that the estate of 24 6:1 2 should not continue to a few
cent. Then husband and wife is not liable for his debts ever-

before covenants in capacity of husband but as a son to the sum of the estate.
2036 2036 3 6:1 106 1 P.M. 3:21

3 6:1 523
In those States, as below, where there is no such statue as that of 29 63. but such an one as that of the 22 63. the estate of the wife must go to the merit of him to whom—

This statute declares that a child who has received a portion in lands, money, or in premarial lives equal to the entire two thirds of the estate of the 3rd children shall receive anything and at the utmost at the discretion however it is here understood our that does not notice.

Whatever is given as marriage portion to set up a child in business, in property, in marriage, or otherwise after marriage, or in the share of a commission or an advancement—out of things not travelling expense, or liberal education or out—this in case some expenses of a liberal education would be—especially if it had been already. 3 1 PR. 317. 2 PR. 141. The statute is such that way from a period or relativity or even from his mother's estate is no advancement 3 PR. 318. 2 PR. 116.
of 2 1/2 acres, descended to his children, A, B, and C, and at said time he was 21 and unmarried. His estate arrived from his father's gift to 18 4/6, but if it arrived at 21, unmarried, his mother would then have taken with 18 4/6.
Automaton in various States of the Union

That of each ship's distillation would properly the sum
manner as personal estate descends inmen in 22
of 68. 2 Real estate goes to the heir of the house but
is not in the single case only differs from the statute.

Of one of intestate children alive in Joint. The
estate goes next to the successor to brothers to others but only
the latter but to the child first after 21 years and children or to
the more of them share each equal. (In every estate,

Massachusetts—says when an intestate alive reigned or any
way, united—in suspending time to receive as estate of all.

degrees with the mother and arise. If then are no children
it goes to the mother next of kin— if no mother to the next
of kin in the degree of

New York—sets that how provides for children and in
the collateral or for a brother the trust to their children

In the suspending time to descend unity like for
son or property under the state of 68. (necessary not hosts only if which board

The law to the father to next to the mother

New to the brother to a sister in the more to the mother and of the
state come to the intestate as the parents of the mother.
In.Franc. a differer that may be have double portion to the
daughter. For in et seq. of a child is said unevaned & unde
age the mother has no claim with the brother &c. with this
is one half in fav. not in favour 1st. that is often debts before. and
of the father none the portion of the bastard & among the bastard the
child is entitled to the benefits of a legitimate.
If the estate came by inheritance, gifts, or by sale, from one ancestor, the estate must go to the descendants of that ancestor in order of age, if the blood of that ancestor is not only brother or sister of blood members of his.

If the estate descends from shall never be evasiue, taking by marriage, but by statute, in the collateral line.

Rhodes Island - the estate shall respect all the intestate, in the manner in which it is received, to the extent of intestacy, in the matter of process. The difference is the same in every case. If the estate came by gift, devise, or descent, it shall be divided the same as the land from whom the same is derived. If the estate goes as in all cases, the law is all the same, in this that there the heirs take in as follows:

This shall provide, that when the father is dead it shall go to another brother of father. The only exception to when the husband is dead, but if she is alive she will take the same with him.
Carolina, it is not now necessary that the intestate be actually existed - no provision for the tribe - nor for an estate from the widow of an estate for years for that is personal

I. The children of A. B. with their children and receiving residue from his estate provides that the line of takes a valuation with this difference that the wife takes half as daughter both in for example.

These children of A. B. are dead leaving child now their children take what the parents would have taken for strings at the age of years - as in the case of the York.

I left no issue but the father A. B. brother that second branch, John & sons - in the children of the B. O. the children of Sally - four of his father's brother aliases Brown, his mother's sister - if no children the Widow takes one half at the father the other half equally by statute.

Most cases the same only widow is dead the half now goes to the mother. The Widow receiving one half.

Most cases widow is dead, father A. B. and the Mary can living now by statute 1791 the father would have taken the whole but by that 1797 the father dividing with the brother & sister of the intestate in equal shares.
In my opinion there must be that sort of greater balance which gives no advantage to either whole blood which has steady a steady and power recogni-
This state gives to whole blood an advantage over half blood in this particular state, says another writer, which will make a distinction.

Suppose a clause had been made to the next of kin, whole blood shall bear no advantage in making this words—since lower种 permission is another

since some only Ruth is dead, thus many take with the brother's children.

as the last can only. Many is dead, the widow is living, she takes a moiety in her, the Therman and Sarah for whole blood shall be it not.

have to know but that is dead leaving his child. 

N. who takes that his father would have it leave. I am not taking the rest...

it came that Sarah is dead with whom the rest. It makes a moiety. It takes half of the residue and 50% the children of Caleb it shall help her share.
There is here no limitation of representation to brother, sister, children.

Save the same only, let the son, or the son, or the daughter, or the half-breed in half as good as the whole, after the widow has had her moiety, brother, sister, or half-blood shall take equally with the children of brother, sister, or the whole-blood, so that all take one share. If to one share and John and John shall share each one share.

Save the same only, W. O. P. was dead. After the widow got her moiety the other half goes to the half-blood. Greene's John Fleser.

Next cap the same only, I wish more provision.

But the grandfather is living. If the Widow takes half to give to the other half.

Here was the same, except that the mother, father, the widow, or the father, father, Solomon are living.

Now one half goes to the Widow in fee simple, and the other half is divided between Solomon and Alfred.

For the statute provides that if there are no mother, father, children, brother, or sister, it shall go to the linage, ancestor, or on all others it shall give no preference to the father, father, or the mother, father, they will be in a distaste for each other if their claim cannot be relieved. I should think that all who bear the character of ancestors will take equally.
Only 2. The child of deceased. 1st the children of the states, 2nd the child of deceased. 3rd the child of deceased. 4th the child of deceased.

The widow marries and 2/3 of the estate 1st the 1/3 goes to the next of kin. Here may be a dispute. By the civil laws, when we shall find the child of the half blood is insane, then said children of the whole blood and we have succeeded by a former state children of brother of the whole blood may be held equally with the brother & sisters of the half blood.

But if his children are also living they will take the children of an equal share with brothers & sisters of the half blood, in addition of the children of the whole blood who are not next of kin.

Here is the same as 1st 2 or 3. J. W. M. are dead all having children & great. Alice are also living.

Great Alice exclude those children first named.

Great is dead leaving children 1. 2 & Alice is dead leaving 3. will take equal share with J. W.

An example is. 1. 2 & 3 will—

Case same only fig. 3 is dead leaving children 1st, then the great children of the brother & sisters of children of 2. 3. 5.

W. will take their 1st 2 4 & 5. will take nothing.

All grand children of brothers & sisters are dead leaving children, all amounting of Alice are dead, 1 & 2 who are living exclude those of grand children of the brothers & sisters.
Brother & sisters are all living at a distance although descended from an ancestor it appears do the same as purchased estate.

If child living or 13 & 5 was born posthumous nothing of the is in any estate it says if the intestate left one or more children now all he leaves to by common law it was not a gift by it being clear it was in favor & that is the law used in distribution in England. When real & personal property are distributed in the same manner, if 5 would take personal he ought to take real property I think he ought to inherit.

When there is more than one child is left all the shall come 1/3 of the estate & children 2/3 that that does not say for example as in one all the place it does when it gives the 2/3 half the next all I think must in for the word is word mean all to inherit of the intestate.

When the estate provides for one of him, the rest of him shall receive it more estate that what it provides for restancy all shall take together as one ancestor.
The words again represent those in this State, says J. B. B. See our
newly amended State under the provisions of the State
military in some unfavorable case. Instead of following
the words "must of him" they ought to have been placed im-
mediately after the words brother or sister of the half blood.
The seesaw came by descent from an ancestor to take it out of the first column.

To the brother and sister, parents, then to brother and sister of the half-blood, then to the next of kin and their legal representation, no representation is allowed beyond brothers and sisters of the whole blood. First degree of whole blood is Richard Stiles, and of the whole blood, brother and sister of the intestate, and second degree children, A. B. C. D. & E., who are claimants of the estate of John Stiles, who died intestate, and without issue I apprehend that A. B. C. D. & E. do not take as representatives to their parents, but as next of kin to the intestate; in the case that Mary + Ruben, the father & mother of the intestate being alive. Ruben would take the whole of the personal estate, and the real estate would be distributed equally to the father & mother. If neither father nor mother was living, that case the estate would go to descendent; John + Leave Ruben brother & sister of the half-blood in equal shares, if there were no parents or brothers or sisters of the whole or
In those states, when in failure of certain relatives, the estate is to go to the next of kin. This is now provision made giving a preference to the next of kin of the whole blood or close next of kin of the half blood.
half blood living the et. 13. 6 he would take an equal share from eu cap to 1 if Joes & Edmund S. had much to the intestate was living they would take an equal share with them. The case would be the same if the great grand father Josiah was living he would take also an equal share with them. But if Solomon S. his grandfather was living he would take all at 13 1 1/2 in 16 Edmund & Josiah to take the whole estate not personal. Those rules apply to estates held by the intestate or purchased estate.

If & I held the estate by descent devise or gift from some an estate of & from whom it came it must go to the brothers & sisters of the intestate who are of the blood of the person from whom it came & their legal representation & for want of such relatives to the children of the person from whom it came & their legal representation & for want of such relatives to the brothers & sisters of the person from whom it came. on failure of them it is to be distributed in the same manner as the estate is which is not acquired by descent devise or gift from some an estate of & from the words of the blood in et. 13 1/2 in not in the feudal sense meaning kinally descended from but merely this related to by blood.
A minor child who had received an estate from his father in favor of his brother he, related to his father.

If I had not been born to G. I. from whom the estate came, this estate goes as a personal estate gone.
Virginia. When the residue of the half blood is entitled to take with those of the whole, they stand equal shares with them. It is however previous to virginias that she give the half blood just half as much as the whole.

In no state except this can the issue of a marriage which is "null et void" (the words of the test) inherit. Probably says Judge Roe, refusing to the children of them who are divorced by Cong. law for consanguinity & their issue bastardized.

In this state if intestate dies without issue the estate is divided one moiety to the paternal relict and the other to the maternal.

Posthumous children of the intestate take their share, but this of the estate is in no other posthumous children. If the father or mother of a bastard marry it legitimately the bastard is entitled to at least the share & the father acknowledges the children.

North Carolina. An ancestral estate estate does not succeed in this state in any estate to those who are merely of the blood of the ancestor from whom it descended. This must also be the case if the prior from whom it comes.

A purchaser of estate goes to father & mother jointly with the right of jus perpendiculi (i.e. when the intestates die without issue) that is for their lives.

If no issue of estate are all dead, then representative taking title for stipends. The representation is taken from the Commonwealth the ascending line is included in N. Car.
Declarative. It is peculiar to the State that representation among colonists is united to the several children of brothers and sisters.

When there is no issue, it is sometimes pretended that the widow takes a minority of the estate by her descent and the union to brothers, if the blood of person from whom it came, supporting it, is united. If none of that blood goes to the other brother, if purchased one might go to the wife in the other to brothers and of whole blood, then to half blood, then to them of half blood, next of kin.

Pennsylvania. In several of the States, the whole is descendent to the half blood, but this is peculiar to this State to prefer the whole to the half blood, when the laws have required that the person to inherit be of the blood of the person from whom it came.

On the death of an intestate without issue, the widow is entitled to one half of the real estate for her life of that, and to one third of the personal estate for the life of that. If no issue go to father for life, if it goes not derived from another when it goes to the first son in the brother's estate of the whole blood, who are of the blood of the person from whom it came. If purchased, it is enough to be of the whole blood, it will go to the descendant who is in possession as long as any one to be found, and this in no other State in which it cannot go to half blood if of the blood of the person from whom it came, if none of whole blood it goes to half blood, then descendant as intention.

If then you to the rest of the rest of kin, other like representation.
Newbury. It is familiar to every person to give a preference to blood issue male to the collateral issue as far as the
children of brother & sister of intestate - the male who
prefers takes double to the female - the law is said to
attend - this however I do not know exactly about. The
brothers, if they issue (half of the whole blood) suffer
matter. After

Handsome. It is familiar to this state of Virginia that
no bastard child is entitled to the intestate's

take a share

If the report of a bastard marriage shall
contain a knowledge of child, the child is entitled to all
interests, & is heir apparent.

...this estate intestate

differ

between one and four hundred shares, as
one descends from

father, etc. etc. until the

fathers, etc. etc.

sons issue as infirmity, etc. to

fathers, etc. etc. until the

brothers, etc. etc.

children, etc. etc.

true to grandmother, etc. etc.

true to mother, etc. etc.

true to matter, etc. etc.

in paternal line, if none then to the wife

in for time to her relations, etc. if she were rich.

If married, etc. etc. true to brother, etc. etc.

whole blood, etc. etc.

descendants, etc. etc.

half blood, etc. etc.

mother, etc. etc.

mother, etc. etc.

mother, etc. etc.

mother, etc. etc.

mother, etc. etc.
April 27th, 1941. This document has been left in a state of confusion.

Chief difference is made in connection to purchase. If first goes to brother, he inherits the person from whence it came. If none, or then representative, it goes to the giver. If child it goes to brother, sister, or half blood of intestate whether male or female. If none then it goes to wife of intestate to whom he left his children. If purchase estate goes in deceased's line or in other state, to the per capita. Then to brother or sister of blood legal. If none to those of half blood. If Leigh up, then goes to father, then to mother. Then to wife of them. If legitimate, child born out of wedlock, if minor, the child is acknowledged.
Of Estates in Joint Tenancy, esp. in England, Common

The Eng. law has not vary as many authors from its law in the U.S.

It shall not treat of the Eng. law, but show its distinction, they are often unnecessarily confused.

When an estate is held by a single person, it is said to be held in severalty, as distinguished from tenancy in common.


The rise of joint tenancy.

Tenancy in common, joint tenancy, tenement en cote, joint estate.

Of Joint Tenancy — You cannot create any other estate by the act of the parties except joint tenancy; unless some particular words are used to show it is not meant for joint tenancy.

By co-ownership how a joint tenancy may be created & secured with giving it what have respecting tenancy in common.

Joint tenancy can be created only by three- or more.

Their estate conveyed to more than one, it is a joint tenancy.

Of the importance of a joint tenancy.

This must be a unity of soul, of title, of ten.

Prejudice.

This means that title tenancy must
have the same intent. They must hold by one and the same set of the.party, they each must not in each at the same time, and both must have possessors.

Now whereas the estate in

real estate, both parties own alike - each owns one and half of the whole. - the conveyance must be by the same instrument.

If a lease is made, to bring into one of the joint tenants, they both have an interest in it, so the entry of one excuses to both.

so that in all actions relating to the joint estate, they must sue to be sued jointly.

One joint tenant cannot sue an action for trespass, - if one hurts the other out, the one ejected can maintain an action of ejectment or it is called to get himself into possession.

By Stat. Must. 7 One joint tenant has an action of waste against his cotenant, and as it respects that is 10 S. because an act done by one executory came to this country.

By de claus. the joint tenant has an action of waste against his cotenant, but this is not of force in our country, this was a necessary that for the supposition might put in one must guilty of trespass. I still have no reason that has division of rents or profits.
In the incident of great consequence to an estate of joint tenancy, we are to proceed thus: the joint tenant could not part with by conveyance his part to thus destroying the joint tenancy, but he could not alienate it away.

So real property
was devisor by the statute of June 8. 1862, that did not include joint tenancy—this is the true reason why it cannot be divided.

But if the estate was personal, he could have now alienated away his share, which shows the correctness of the above reasoning, for personal property always was devisorable.

An estate in joint tenancy may be divided in three ways. It may be received by partition by agreement. I know the statute of 1862, this might have been done without and—by a practical division by staking.

But since that
that, the mode is to make a practical division to the gin joint
claimant.

Before the statute, land was conveyed by deed, and if a partition by deed could have been made, before that statute, I am not why it cannot, since

D. By 6 1/2 no one joint tenant could convey estate to make partition—but by statute of June 8
a joint tenant can compel a partition if this is
now our 6 am.

of that year, the property can be

to go into 6 am, the it may be done at law.

the power is on you into 6 am state that he held
with another certain lands. it wishes a new area
that his co-tenant will not agree to make partition: he then states that the joint tenant
of both parters. if the party find for a summons: the

left by the county of twelve men in the to
partition which if satisfied by the court is binding forever.

the third method is one party selling

or conveying away his interest in the estate.

by act by which you were to prevent any

destruction to your co-tenant.

the doctrine of joint

a man and co-tenant hold on to the personal

property of merchants in partnership although

words of joint tenancy are used.

with the

it held as to joint stock on a farm — with

one thing a farm when strange —

But every other

estate held by time in held in joint tenancy subject
to the incident a the end of it in being

the other — or none by one is sufficient without

one dies, the estate goes one entire to the other.
This is an assertion to the effect that there is no personal end in men's lives that this does not surround the end of his other rights or duties. The man of culture having that must account with the other nations so that the obligation to account is made on
When a partnership is united, in some cases, they hold as tenants in common, that is in the cases where the profession is not invaded. In others, it is united. The form of the

By reason of the statute law of the

The same that, the personal estate is destroyed—entirely—such

The same that, the estate is destroyed, if the estate, if he does not throw up the

Some states, as Con. show by a long

course of decision, that joint tenancy is

In the time of the revolution, there was a state that had not created the authority of all the states, each of them having an entire

The right of using a the liability of

In the execution of
For authority to these points see 3 Bl. Com. 298; 16 T. L.-I, 211.

Cophanc unreasonable.

This estate in always created by operation of law viz. by
the ents.- When an estate is created in mortem
as held in cophancunary or when real estate as easy
to farm away so in their places where the law of Eng.
elkine prevails or the present Act reqd. when there
is no right of primogeniture or preference of males.

Cophancunary holds the
same quantity of estate & the same title, but it is
not necessary that there should be unity of
times for the title of one may occur after that of the other.

Cophancunary can maintain no action of
writs to the day because it treated withb. b. to
make a petition when he pleased- but to join
tenancy he could not. - there is no join sues in

The entry of one cophancunary is to entry
of both. But this have no action of trespass- but
known by that an action of account by that
before mentioned.

You will observe that cophancunary
properly each to the whole of a distinct moiety, when
jointunities have such an undivided moiety of the whole
not the whole of an undivided moiety.
Wherever the estate in joint tenancy is severed, the holograph is not more the tenancy held as tenants in common.

As to any in common may be created by words as adding to the words "is severed" a latter the words, that, the tenant in common may be held as tenants in common.

The tenant in common can compel the tenant to make partition, but that the estate is no joint among the tenants in common may be held for his own right by himself and this he says, this is bad, but not so if there is no common.

In common, when cojoint tenants received propositions to apply to the benefit of sail and his co-tenant, this applies to have originated in the inconvenience of consulting all to see if once it was introduced in 1724 when I first commenced practice, before they must all join.

Before they must all join.

previous to an estate the law it has been allowed in some of the neighboring states.

Thus have been contrary decisions as to the question whether when land was given to each to be equally divided between them it created a tenancy in common or a joint
In conclusion, the question should have been the same in both courts, and both must have been based on the same principles of law. In each case, the court is said to have granted the defendant in will a dispensation in common. 20 Oct. 193.
The words of law called it a joint tenancy

There is no statute of

limitation that was so as to bear upon title

that does not go into the profession of the profession of one in the profession of

The if this one title to

other one only I would not to him in any demand

that claims to hold by an adverse title a great

length of time will destroy the on the one title for

the presumption is after a while that it was for

only settled between them. But no length of years

prescribed by the statute of limitation that will affect

the. At your option to demand of an actual action

If there is such an action to it from such

not claim is undisturbed by other title. Bly. Bom

171 to 194

Thus even of joint estate if there an estate of

is which that is a total destruction of the property

as you easily ever if it is her on the one in all

of this case will be in all kinds of joint estate as

when a tenant in common on tenancy shown a mill

of which the owns itself in action of trespass lay

against him and the same reasoning applies in

joint tenancy said shall not ever.
No exceptor is trespasser there are several other things in which such
val 1st: agree — they are unusual — There must be an
natural misprision not merely non-prison — said the
state exception when an officer arrests but does not return to
writ, but this is helping trespass for the officer cannot claim
his right to arrest.
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(4) It is laid down in D. Ray, 1402. 1599. That for an act immedi-
ately injurious, trespass is the proper remedy. Stew. 634. 2 T. R. 273.
2 D. Ray, 188. 272. Bl. 897. For an act consequentially inj-
urious, case is the proper remedy—ib. above. 4 T. R. 166.

(5) It was now settled that, under an action vi et armis, you may
recover by way of aggravation all the injury you may have
sustained, as in case of seduction when the promise brings an
action vi et armis; the enticement is the trespass as pulling the latch.
But you recover by way of aggravation the consequential dam-
age. But if the trespass had not been proved or def. had justified
by special plea, the def. would have been entitled to the verdict.
An innocent may bring an action vi et armis even though he be
being his daughter. 4 T. R. 4. 168.
In Sca. 635. 67.5. Rep. 1402. when all the law on this subject is to be found. 

It may be liable in one action as to the case when she would not be in an action of trespass vi et armis, as when one uses a lawful net for which you can bring no actin unless the injury arises where the injury arises there is no law to make any.

L3 Rep. 188. Fitz. 23.

This has been a question. It commits a trespass by letting down the fence of 55. & b. cattle get in and do damage. Some say that you must bring two actions. Others that you may recover the damage you have sustained by introducing the damage consequent of the trespass or its damage by way of aggravation. 5 Brev. 160.

Moreover a man gives a license to another to go & do a thing and he absent and of trespass vi et armis will not lie, but if the license is by law tis absurd. The penalty considered as a trespass at action. if vi et armis as if one enters a tavern or a constable enters the house by criminal process so if an officer enters the house by criminal process. 8 Leo. 146. 5 Brev. 161.

By 65.

In order to maintain an action of trespass vi et armis.
In some real sense, the special point man or buffalo every seventeen
trips up a grade. Just mean the letters but he cannot in
sense of personal.

Semtimes seems provision in his hand but
in need it does not. In left the different have made people
or meeting equivalent. There an area people the all tripped
him by the sworn.
you must be a certain propriety of it, if you own personal property, that is sufficient propriety—but if it is real property—as when land or a slave is bought—

the court is committed before the law courts, he cannot maintain the action in Eqg—but if he died before entering it would not be seen to his heirs.

As to real or personal property, if a moveable or a legal moveable; it is equally affected on a chattel seizure in Eqg—and upon my lord's mind is it that it would be actually put into my hands; some one below would assert for so that with us, the two kinds of property would form one body a rule with regard to seizure.

It is a

propriety in fact or necessity in Eqg, see at the 209

263. — 283. 200

When one has actually got into possession in any manner he can maintain that action, or a devisee, if a devisee can bring no action with to redeem his possession. If one be receivers against the devisee he can bring an action of the like for the same profits supporting the devise to have been in the

I very much doubt whether that action for that same

profit can according to principle be maintained if you bring an action of any kind in which you can recover all your damages you shall recov
Before our dreams of bliss we doubt, but the may be a true night.

But in our visions of the heavens, is the vision of the skies.

She is not seen, but she cannot see him. If not he comes, he may

suffer continually in sleep.
the whole. — And it has a most of the states allowing it in this case. — But how the damage in the first line
was mostly preserved at the real damages were
recovered in the second suit 2 Roll 553. The
Eng. Law. and has been generally adopted in the U.S.

The defence when the has reserved proportion in a
never acts his damage against the defendant, but
a trespass has been committed while the defendant
is in possession for which he has received no damages
shall the defence be bound to apply to the plaintiff
as any in trespass, and trespass in 11 Co. 59. difference, can

There is another difference between real and
personal property in this respect. If one builds a house
for years or to raise a meadow, the house can sue in
an action of trespass, as it cannot all that obstruct
his estate. And if the meadow be not will it not
so far limit an estate is not entitled to the benefit thereof,
the may determine the estate when he pleases. So, Leit. 4.

It has been said that if land is in the open shore, the
lease is committed in it, the whole must men; but I think
not, it cannot be unless the lease is considered as stuff
of another, for if the lease be an estate in gross, it
must be in the lease. For 12 Eliz 149. 2 Roll, 568. I consider him as a
tenant for years. That he has no right to the estate any longer.

As long as the highway is open by authority I
take it that the adjoining proprietor owes to the estate of th
highway, but not so as to disturb the current, but if the highway is taken up by authority the land is to be sold to purchase new highways.

I observed that an action of trespass must lie in possession, but it is may, only to have been in possession when the trespass was committed.

With respect to what is not trespass? Sec. 508, 5 Dec 175. sec. 567.

If what, in the view of common sense, is a reasonable course, as an act of charity going good to your neighbour, avoiding an evil to yourself, an action will not lie.

Another ground is it, by doing for public good, erecting a battery against a Russian curiosity, or towing in vessels in a river by walking on the banks—S. Case 758, 5 Dec 175.

So too for the destruction of manœuvres in our own ships, the may by first person taking him on the land of another, without committing trespass, but he cannot break said to ship him out when held—Rob. 62, sec. 321, 5 Dec 175.

When one party will suffer the other to be an implied agreement for the seller to help on the lands the buyer to get out of it, when the cause no other way to get at it so even if it would it would be a freely in constraint for him to proceed but it must limits that lying on.

If this occurs
The buyer has liberty to get them off.

But if a creditor lives in a lot in the middle of one farm, he has no right to go a crop to it. 2 Roll 567, for there is no implied agreement.

If a man should drive cattle from his own estate, himself having found it, it would be lawful if he went out to drive them there. But if they were taken when he shot his dog on them, he is not liable.

The master in a pound may turn the cow to the place where they may be lost, and if they come in that way, if a man in bonds the master may bound to pay all damages by a suit of recovery, which is not subject to be sold, it shall to decline the cattle to the owner, it being a theft. A wrong to damages, but he cannot have two remedies at once— that if one of the remedies fail, the way must be by other. In a question he has been tried for it. 12 Mod 663, 15th 248,

20 Ray. 720.

If a man is only a temporary satisfier, a distress on the estate, if a person escapes his property may be taken. The rule is you can utter but one remedy at one suit, and

Suppose one sells a piece of land.
But not to write letters at some distance - 19.2.186
...when he had the right of another's estate, he ought also, all the rights the assignor had, to help him in the suit to redeem the estate. 2 Pka. 567. 3 Bae. 176, for that is incident to the right of having such place. [At] certain a man in pursuit of a wasting animal destroys ground he is liable to Geo. 3d S. 11. 11 Mod. 75.

As a man has no rights to make use of certain kinds of dogs he is liable for all that he employs that result in injuring the cattle or driving them on to a neighbour's land.

Houses—As a man has a right unto another's house without license, but in many cases in which it was formerly a trespass, or now not so considered, for if one has a charitable victim object in view, it is no trespass; if it may be without its object indeed without any reasonable notice it would be trespass, but so an apple would be so small as to afford no temptation to prosecute.

Thus are a set of cases in which an officer cannot break open doors, the when in, he may break open doors in criminal cases, however he may. I am now known, searching of civil process.

The reason is that the house regards the quiet and comfort of the family. In cites it would refuse the house to its inhabitant until he can deliver. 3 Pka. 177. And the reason it is if a man leaves his
and a man is not justly except in the bosom of his family so if he leave his family in one house and himself up in another it is no security to him.

The cry, principle that a husband marries in a felony will not hold in this country.
dwellings, hence it shuts himself in another building of his own which was not so near as to have it disturb it family kept in an
the if not protected, it even when it is near, if the of-

her goes into it, dwells here, and explains in instances
the outer door is no protection against in bond, relief.

An object it is for an official

may enter this one outer door so to embank an

and when a man is sure that it has escaped the
official may break outer door to find him for the
fire would have been survivable. Psalm 52: 583:0 178

Aid a man have no right to execute his neighbour or his neighbour's goods, the
quiet in case of theitten family are not re-

spected - and the official may break in if not cleared on these said. 573:0 178

But let this be answered of this kind. An officer breaks
the outer door and makes a lunge with the lunge, to what?
It is said in one book he is bound to lunge when he puts
his object on the other. So that it is in an amazing way
understand it known law.

In 5:0 91 someone says it was
said even that the lunge was good - But the law
now is different. For he says if he does it is now a
quiet argument when an official does it to him. It
makes whether the door was an outer one or not.
so that it must be that the lunge would not have
been good if it was an outer door.
(a) But it is a dangerous doctrine that any one may break the law who is willing to pay the damage. The same
masque of policy is this, says P. Mansfield. "That a greater evil should be
"avoided for the less: the less good should give way to a greater." The outdoor
thoughts in a window of a man, Mrs. Summ, says the law, should not be hurt
open by fire-escape. But on this masque of law is respect of judicial jus-
tice, and makes no part of the principle of the statute itself. It is to
be taken strictly. It must to be remedied by any equitable emolument
intervention. 6 note 6.
I take it to be a sound maxim that no one can avail himself of a breach of the collective regulations of the law—

Thus, if a delinquent only alteration on the Sabbath, the is held to the same extent is barred on non-resident, this is my opinion would be a void arrest. 1 Ed 3, 186. 6 Ed 9, 556. 5 Haml 54.

A man has a right to pull down houses to prevent the spread of fire. 5 Haml 54. 6 Ed 9, 179.

Whatever is actually a nuisance in the high way may be pulled down by everybody—but it only that which becomes a nuisance that may be thus removed. 6 Row 752. 5 Haml 54. 6 Ed 179.

With respect to damages to crops, I will give you a few, as to their rights & liabilities.

At a trespass 6 Ed 9, 556. 6 Ed 556. to have 13 while 6 is in possession gets possession now we can tell that 13 can bring an action against 6. No, possession is blotted out of existence but 13 is considered as having taken all the while in possession. 6 Row 556. 6 Ed 556. 6 Ed 556.

At a trespass 13 to have its 6. 6 Ed 9, 179. when he gets possession means of 13 the same that one own, that one owns different opinions, the distinction of the case and its form in it. 6 Ed 179 has never paid the rent to the alimony or he ought not to be obliged to pay it again for it would be a new agreement to agricultr
But it is said that the consideration of such bond or covenant cannot be called into question and it cannot
be vouchsafed if a sum is given in bond.

And in this case the court may only to the defendant. But if the
act is annually renewed and it is found out that the defen-
dant had no title to make every one would believe to pay it to the owner — that is all he had not already
paid to the lessee. 2 Hay. 558. 6 Co. Eliz. 540. 3nd lecit. 57

If the lessee can maintain an action of

trespass, unless he has received certain terms — the terms
for himself — the action may state trespass in it, unless
for giving in his hand receiving the bees. 2 Noy. 139
5 Dace. 160.

But we are told that an act done by another a tenant at
will for trespass by the lessee for any act that was his
vendees, 16 Co. Eliz. 57. 6 Co. Eliz. 784. 560. 11

A man takes cattle
to pasture and the cattle do damage by getting into the
neighborhood land — who is liable? I know of no principle
that would subject to where cattle, keeping one's own cattle
but when the grazing is guilty of neglect, the owner is not.
The statute of limitations or to set of the statute commences from the time the injury is done. The same statute, that is to say, must be brought within the time - but in general it is 24½ before the right of remedy is taken away.

In some contracts the statute runs only from the time of performance not from the time the contract was made. But in banks - the superintendent, receiver or commissioner - who committed the act - the statute commences two years after that action to be brought. Just after the two years have passed since the discovery, the treasurer - there is no case in the book, which would warrant an action. I do not know American cases that it might be supported. The reason against it would be such a time that it would be very sufficient to try the real time when the treasurer was discovered or generally that the action was finally brought to enable him to make that there was no evidence of events to sustain it.

The laws in the different states make treasurers very careful. He can go out to buy materials at time that does not belong to him and be in possession of a statute that gives security for selling, it appears, on the trial, that he is not liable on the statute. Still the statement is sufficient on which to recover the damages. Similar to amount of property in question. All this is a series of more than can be recovered on the trial - damages, and this principle seems this all cases similar. Thus it turns of a man when a man was proceeded on the statute for selling a defective title, he being induced...
to exceed the amount. This incident was not that until the statute of limitations had run against it. It was stated that unless some remedy could be had of the statute

frenzies, still the 6.1. fine might be.

As to the statute of limitations,

I would further show that when we are deprived we must get some

restitution. It's 60 years of the statute in the 15. This length of time has been considered as giving title, but by 6.1. 60 years required to give title by possession.

In these states where they have civil law and property adverse to the possession, that is when ownership is considered as possession, it gives title to the owner is appurtenant. Where we have a right to the possession as has as title to it in these states ownership to the right of possession is the same thing.

at 6.1. it is not so. But here take away the right of possession and you destroy the ownership.

What is the matter

of taking away possession which destroys the right of

unity? It is not a trespassing possession - but if the

possessor treated the property as his own for the given number

of years. Right is a good act of ownership continually acting as if it was his or cutting of thin air.

I'll sell to Pmt. 60 acres in this land is in

cluded a part not fenced - but Pmt. claiming it whole

and won it as much for 20 years - this will destroy

the right of unity of every one.
and if it be not pleased abatement the advantage is retained and the object is carried by consent, the the party finds the turnover is occasion of really. Go: 574.
There estates who are from nature belong to the mean upon whose they are found as long, or they are unable to get off — this if little consequences, except in relation to be to which our governed by the customs of the nation, in that of the country.

Suppose it were for trespass, would

there that A&B our tenants in common of the land

be must find that as abatement. — 1 Eliz. 123. 3 Edw. 4.

The law is that if you are

sued by one tenant in common for trespass on the common

land you must plead the non joinder in abatement.

But you may sue one or allowing member of trespassers for it does no harm to any one nor any injustice. But in contract

that B must be joined if points. If points divided in

son is sued. He has a suit of contribution against

the other — this one does for me or he over one suit

against the other —

You will will find a rule that if a

wrong against the rest is to some sufficient means of

off no more outside the wronger if he please. It is clear

that he intitulates to the whole amount adjudged in one of the

principles of wrong is that he may remove the obligation

days from each one of them — in sum more fronts of first one

but intitulates. In the does part of which the jury may decide to agree

to have until he can sit aside to contribute.
This is an inaccuracy in the book, as to the part of
section of trespass. Suppose one is sued for not pulling off his
hat off to his neighbor. I think not guilty may be
meant. He pulled it off or that if he did not it was no
trespass. Not guilty as one can it means that I am
not guilty of the fact, whereas it ought to mean that I have
done nothing for which I am liable to an action. This has
been to the promoter of pleading justification especially
in that spreading it in the case.

Every thing which amounts to
denial of the right of action, may be given in evidence under the general
issue in the action. 5 B. & C. 214. 1 Inst. 283. Tho. 61. Salk. 4.

But notice

if justification is even a discharge or it admits the facts must be laid

Of the action of Waste.

I shall point out to you under what circumstances this may be laid
the whole amount by waste. This is an action given to the owner
of the interest when he has put in with the permission
for rent been by the perpetrator

Waste is of two kinds
voluntary or when the owner does it himself, and for
misprision when he permitted some one else to do it — and
the tenant at will is liable for both kinds. He too may
accuse of the injury that the lessor commits.

Originally
this action being against single tenants only who are in by operation of law, or descent or assignment, and to me or any other as above, would take some of the property in the land by neglecting the tenant.

But by a

very ancient statute it lies against all tenants for life

25 now. dig. 671. cl. sit. 54. 5 4o. 15. The statute

on the title of L. 1110. 6 ed. 1st, on end. 826

by the statute the property would run for fault and trouble

damages.

This liability goes with the person who is entitled

the possessory that is with the land as if the lease was

written.

And the right of action goes with the title or

possession of the land 6o. sit. 64. now. 84. 673.

So when the

lease goes into the hands of our assignees it is divested

to all claims the men in possessory is liable. 3 mo. 693

5 now. 675.

It is the possessory rent, or anything that

makes the liability for it if he pays his lease and

not liable for subsequent rents 1 Roll. 829. 821.

Suppose there should be surprised the tenant has no action,

the act of ejectment belongs only to the lessor.

When want

is committed by an unjust tenant, the action is to be brought
The manner is formal; acto nonnulla pronuntia. Suppona eam que

can receive a reward for shooting the boar? This would mean no

asks for it is an admission matter to benefic resulting from th

is hunting.
against both. The faultfully is removed against it wetter only. 5 Com. 676. 2 Sint. 302.

It was said that if a son sold committed it to some other man, that it is difficult whether the man who is liable, there is no room for doubt. He took time for better or worse. 2 Sint. 827.

Now you will find that this section is to be best as against the in any place the only action is to be against the man; and all other actions that shall be no one good will not support an action against it but from his death.

If he maliciously shloes a horse at night of a man with the J. but if he has taken off the horse his F. would be liable for it.

In waste.

It is an action that holds a man and the common waste. He cannot by any act of his or for the waste. This is the man's it is bad done but there is no reason for it. 8 Com. 876.

If a man and man nothing that holds a man and the common waste. He cannot be sure of his estate for the waste. This is the man's it is had done but there is no reason for it. 8 Com. 876.

It is now a common thing to take leave without a presentment of waste 8 Com. 876. Now 872. This is held as a ground for taking possession in all of waste. For 872 will not misunderstand this to mean that it has not may destroy any
Mortgagee can bring no action of waste because he can at any time quit the possission the mortgagor interest is often much the greater. Neither can bring an action of waste against mortgagee in possession for the latter may use any means of getting his debt.
every thing before him, and in this case Big will give notice when
the courts of law will give none

... 

... and the subsequent acts make no mistake for acts are not

... in counter to 28.1. the action did not lie... so if the

... was alone by the acts of God, 10 Le 129

... 27

... This is a general in quire, that

... No one can bring this action of

... waste upon the immediate remainder or an in for

... or in trust. This is all, unless the estate for life to end remains

... 13 for life, an action to be in trust and commit waste. 13

... cannot bring the action for his estate is not of inheritance

... to continue for this is not the immediate remainder

... But if 13 has none to be the immediate remainder, who

... claim be his may maintain it, to 60. 76. 60. 24. 76. 126. 166. 82. 9. Mores 18. Le 81 89. Mores 30 as by the death of 13, 10 be

... care if 13's estate is only for years.

... The person this brings this action must have the in heirs

... to the time of committing the waste. This is now

... function only. Thus the time cannot bring an end for waste com-

... mitted in the life times of the ancestor, 5 Born 674.
Waste is committed to houses, lands, generally, especially in gardens and timber.

But the tenure is more like a single farm, I think would not now be acknowledged. The tenant is to keep the house in repair; but it does not mean that he is to retain the services of time.

But all injuries as gaps to be made or roof damaged so that rain gets into the timber he is liable.

In some it has been said that if tenant finally down an old house and built a cottage on it, it is worth but a small sum. But I suppose it would not be determined so now. Reason was that laws were now so different without and it witnessed more the evidence of transfer, and a change of the appearance of the land would naturalize their securing their old high land and most meadow. It was worth

2 Roll. £15. Co. Lt. 63. Nov. 23. 134. 231

Case of the kind

The tenant found that on the kind of wall would be of double the value to him to the owner, but it was for him to prove that it changed the face of the property. It was worth

Roll $15. 1 Dec. 309. M. 220

In the respect there changes of the face of the property there is nothing particular to be noted except back, ditch, ditch shore, which immediately makes

Old to wall that the plot under $2 it is worth to suffer the
To change from able to manual service was a great evil, it is sometimes and sometimes. 2 Roll 815.

The tenant has no right to cut wood used for fuel & instruments of husbandry & life be any rights by the lease absolutely.

And as they are bound when they say I fancy they have the right to use the timber for their furnace without any provision in the lease — it would be worse to cut green trees when there are dry, fuel or timber logs. See 1 Tim 812. That the tenant may be delimited by the usage of the country.

Or for fruit may be cut for the above purposes. But the right is strictly bounded this...
A tenant pays one third of the timber to replace with
rattle, the timber purchased was better than that paid for it was made.
If the estate is losing to
his own misconduct the tenant cannot cut timber to an
earm ill. 2 Rell 822. he must reap from his own farm.
And timber thus may be cut for
free wood. 2 Rell 814 so may always be.
A loan to 13 is not the word.
And 13 cuts him it is not a word. for it is still in hope
refuse of the word. + 13 is a trespas not a word.
for when my thing is erected it is mine as before
the loan. it cannot go to the thing not as. + 682. 690.

I observe that the thing erects + trouble of an age
soon for faith for want + it would be difficult to
create. + "When tenant cuts timber on piece of his
he afraid his for faith say that heart. + 682. 690.
but if passion he for faith the whole +

The tenant is seen + when the estate is com-
sumed by the act of God tenant is not liable, but
is by a stranger he is.

When by accident or a shin
my blunder down him is bound to replace. but if striked by
lightning he is not.

All will give one unquestion to stay worth always
when a recovery would be tied into law — but they
also occur in prouces in those cases when the court
of love will not. Thus a lease is granted without an infringement of waste, but if given a different construction to these words, it will not suffer wanton waste. Saying that a court of law ought to give relief in such cases, in interfering to prevent malicious waste. Rees, Don. Rev. 457. 2 Shaw. 169 R.

So 6½ if the lease interfered in ways more questionable as when there was an lease without an infringement is 5½ the lease lived 5½ without committing any waste. The chand off a lot to sell the timber when all the 6½ a good he might have cut in year by year. 1 Bk. 167. 50. 1 Viz. 21. 3 Bk. 0. 6th a. 544. 565. 2 Viz. 388. 1 A. M. 524. 1 Verse 255. 3 edth. 217.

So 6½ if the lease interfered to grant an injunction of waste against the man who held the legal title but 6½ granted it. Rees, Don. Rev. 450.

In 6½ it is given to 3½ for the remainder to 13 for life remained in to 1½ for 1½ commits waste with 3½ to recover the action for the reasons above given as 3½ but 6½ interfered to grant an injunction in favour of 6½.

For when there is a contingent remainder in a tenant by for the remainder man at law but 6½ will grant an injunction on application by the remainder man or his prothonotary. No action lies against him who has the legal title as a tenant for another reason, but 6½ will again such writ to note to commit waste. 30 May. 83. 3 A. M. 4. 70. 3 T. 90. 150. Don. Rev. 450.
This action sounds upon the ground entirely different to that of
assault. It is best to recover damages of one kind when
an istreeto the utility must always be in possession and brings his
action to recover damages only.

If one is sued in

But to try the question

Iff an action is brought to

That the same was in

Originally ejectment was used to recover only homes for years but
now's the only action to try real estate.

This action was brought to

one possession of the land together with the damages of

invasion was done it is given it would then be seen

that he appears to be in possession, but if the string

is turned out it does not limit his tith to the

afterwards gets the recover of the recover if he can show a better

title.

The lord sued for must be described with

and ordinary to almost the officer what land to de-

tion into Iff possession unless the recovery

When one can

in contest to execution is hired upon iff land it gives tithing

tf you bring ejectment to get possession for it maybe

that the house was faulty or the day of it.

With the in-

location this act was adopted to get rid of the troublesome

In bond, the action is brought directly against the adverse claimant. The
Debt states that at such time he was lawfully seized and
that at such time Debt excited him and he now comes to de-
mand possession. The practice allows him to bring his action and
declare himself excited, for the purpose of trying the suit which
is in. By this process every thing comes in question that it
is necessary to examine. Debt must then make out a good
suit for the recovery from the making of his adversary
suit. When the bond recovers, the Debt puts him in possession.
He then brings an act of trust upon it to recover which is this
is considered in the nature of an action of trust for the en-
trustment and then he recovers the deduction of money out of
money under the proposition that he has been set to work in
possession. This second appears to be contrary to our estab-
lished manner of law before stated if it had been obtained
at first would never have gained ground in those places
when the trust is yesternight is but fiction the nature of trust
is usually lost in the manner of the trust unless the De-
ment why it might not be in the manner of the fiction.
by some slips in it. The action seems to be, indeed, a case of landlord for years, a tenant to apply to the first. Thus if the premises were of land that a claim. If at 18 he renews the lease and gets a lease to be a case of ejectment, eject at 18. 18. Then bring a writ of ejectment ag. him. How to write to it to counter the title for the first as right cannot defend. I apply to the court for tithe to defend the. I cannot write this provision. He can join a writ to renew to 18 and bring ejectment. This in all fiction and in this mode all their trials of title are made. It seems the strongest thing in the world that they said not go to it at once. But seems to avoid the trouble and possibility of an actual lease. It is in the action is founded on only on a string of legal fiction, which if it is not allowed to traverse that is to say here it is not. The real defendant in ejectment in the court joined the usual time of suit on the strength of title only. If he wins the action gets only nominal damages but is first in if in possession of the lease. Then he brings him with his deposit of 10%. The main point in the supposition that he has been the whole in possession. If he has been ejected or if he makes a fictitious lease for one year & an errors nominal damages for one, if he then brings trespass & recovers the whole sum he profits after the deduction of reasonable expenses in carrying on the cultivation. The recovery you will observe is not as easy as wrong. This is the proof of ejectment in long & in most of the States.
The action of debt in one of the cases is made in futuro by a male injuror.

But you will remember, in a annuity,

term resucre; it is not personal, but real, inheritory, and goes to the heir where the hand would go and

not to the dog - for by granting the exercise abounds that
he does not mean to part with it. Rent is one
inconsiderable ingredient. The house is not of so
much concern as house in any. Where a tenant
sho...
I observed when a joint estate that the law allowed tenants in common, that they might, by an action for partition

These two things must appear to the Court viz the
title of each, I ask it also that if it has regard
to make partition then would not

find these two facts justice is rendered that partition
be made.

The title of not every where possessed it is
this The right as annexed I observe, by the act of
twelve men equally as to quantity & quality and a
question may be raised then whether the partition
was fair or if the better man was left out then,
they make a new order then the cliff takes the
man & there is no room for litigation for it is
decided when returning if according to law.

In St. King

the return in made to the 6th. office & the title is es-
established 66. 2. 3.

All the differences between new dif-
ferent customs is that the title is established with-
some record by the Board & unless it keeps was in
some manner illegal or some correction in the proceeding.

Of Trustee — I have some observations to make.

If ed is trustee for B. A brings a suit in his own
name — but as it was that it is interprète could
not bring a suit in any case — but it showed
to be very convenient to allow of it in personal cases. It was a matter of necessity, since it had been determined that a personal act of affection may be paid by the executor trust. Thus a will was made trusting to the integrity of one Ex so that he would provide for a favorite child. This child was allowed to bring the suit on a promise by which the Ex engaged to the testator to convey to the child.

That while there is no instance in which the trust will never be even fell to the estate trust there are others when he will be.

If properly conveyed to Trustees for the benefit of infant children or the unborn, when their children are grown and they can form a conveyee among themselves. But when it is thus conveyed by the Grandfather to keep it out of the way of a benefactor to which he will not give his child or child's child, the Grandfather can not force a conveyee to himself. Thus the cannot affect the title of any person except in one way. If the testor will the land to a person who did not know of the trust the person will hold it. If person knew and knew it is fraud in him.
This starts a question of some grave concern as an
Ordinary only the trust appears on the face of the deed or
by looking at the record or title may be known cer-
tainly—And I do not see how this can be a sale as
a subsequent mortgage without notice in these states
when necessity is ordered by statute. It is con-
trast, this notice has been accorded to in cases some-
what similar.

Implied or constructive trusts

If I wish to buy a certain
farm in X., I give to A. the money, who is to go and
take deed in his name. It is then to return
the deed to A. I now the money will not stand to
A. when he returns. The money be completed to for it
is fraud. Personal testimony must be admitted, further the
Hat of Frazier refers only to real conveyance or
not to bargaining. No title here is only a channel
of conveyance or constructive trusts.

For the purpose of letting his wife get the debt
of notes, borrowing he may be forced to convey it to A.,
this is a case of implied trust. Note is a mere conduit.
"They when a move is reversed against points high hopes, one of these plays off the execution if another fails with it, may have the unit of another quarter."
An Act to prescribe the mode of applying for an Order to continue, or discontinue, the prosecution, or for an Order to continue the prosecution, in cases where the accused has been acquitted of the charge.

The object of this Act is to provide a means for persons who have been acquitted of charges to seek further investigation or to have the proceedings continued, if they have evidence that the acquittal was not just or that the case merits further consideration. The Act applies to cases where the accused has been acquitted of the charge, and allows for the possibility of new evidence coming to light or other circumstances necessitating a re-examination of the case.

The Act provides for the application of a non-adversary process, where the party applying is entitled to be heard, and the court must consider the application on the merits. The Act also provides for the consideration of secret evidence, which is not available to the accused party, but which may be relevant to the application.

The Act requires that the accused be notified of the application and the right to be heard. The court must consider the application on the merits, and may grant an order to continue the prosecution, or may dismiss the application.

The Act further provides that the court may, in its discretion, dismiss the application if it is satisfied that the order would not be in the interests of justice. The Act also provides for the appointment of a special prosecutor or investigator to carry out any additional investigations required.

The Act also provides for the possibility of a rehearing of the case, if the court is satisfied that the acquittal was not just, or if new evidence has come to light.

This Act has been enacted to provide a means for persons who have been acquitted of charges to seek further investigation or to have the proceedings continued, if they have evidence that the acquittal was not just or that the case merits further consideration.
Highways

By the British constitution the thing now disputed, a man's land was liable to be taken & converted into high way, it is one of those things done in which our property as of our time for public benefit another is the taking of land for forts the other in bridges. This does not mean to take property without paying justly that he has no bargain or contract as to it. Persons were appointed to lay out the road & super the dam a pu. This cause de time has been added by us. that the manner of doing it is different in different states by that. The right however is the same to the public. However the road is acquired with the giver's assent. however the road is made and the rights remaining to the improver are it again. 1 Mod. 231. 2 Mod. 243. 2 Reg. 384. 6o. 4o. 56.

The county is divided into certain districts which are bound to provide & repair highways. wherein any person whistles who thinks a right of way may be key application to the b. of justices, or it may be made by any number of men. it is then to enquire whether it is a matter of public utility to have such road. some states render this inquiry by jury cause by laws. A committee is appointed if this b. think best to lay out the road & super the dam & pu from the decision that is usually an official if agreed.
It often happens that the old road is not worn by the
court. In some towns the old one is the only
right of passage upon the street when duty is to
deliver horses. This is an officer called a sur-
veyor in the various districts to repair roads to
his account, and paid by the district. The
roads once laid out are not made by every body.
Now a night of
haps a gate so it cannot be obstructed by any
one. If the day it is a nuisance & in distasteful
property, especially in mind. This brings a private
action & only those specially injured. But
the may be a nuisance that does not disturb
the causality & yet injures or many accommodation
or throwing wood down before one's door. It
is actionable — The right of a public road
in the name of a public view.

The modes of
acquiring highway have been different as:
part of an highway can exist in this way
by willing to two men up to certain bounds leaving
roads in this way the protection given quick the
highway at all rights to these. The common way
however is to lay out the highway as herein described
I paid for. It has been contested by some that
it belong in fee to the adjoining proprietors back
to the center subject to the commoner. They con-
taining have distinct right, from what other proprietors

...and shut up the road they have nothing to it. If they are bound by highway state, it must be done the same way; in that, the land they said is owned by the owner, then the owner's road for eleven years, and when the owner comes to the right amount in full. But suppose a road is laid out on all close up to the land of B. and took more of B. land when the land was all used to belong to B. exclusively according to this principal. The owner whom land to did not go back the same overrun of the road as in the case where it did go; it must be the amount of also goes to the fund for creating new highways.

The case is the adjoining property, because they are used to not that the owner has to earn rights, that strangers have not to use, but the wood also the mine is up to the center—of if they were to be divided in the ownership of the lands on it are supposed above at would run the whole of the wood mines.

If this person would also the road, only miner claim owner. He would have the lands again, but the legislative have provided that it shall be sold to the adjoining proprietor, if they will give the full value. If they will not it may be sold to any one she who will give it.
The reason is to occur to those people that James
in Egypt.

There is one advantage the man over whose
hand this old paper is the only one he has possession
or what called 2 good slaves: on the road,
they desire to have it sold to him if he will
give as much as other people.

But it is said that
the bishop answers by saying that the adjoining
proprietor have a free hold on the land. It is a
Fulder, because the right may last for life, or
as long as it continues, a lifetime. But in
soon at 63 miles to the fence it.appears to be.
The right given the adjoining proprietor is for
their convenience the barest public place. It is a
singular kind of title truly but it is a good title
for if any one should commit an act that is
malign to the place may be vindicated by him who
was in it, where the place is committed. This is a
stare of God. 3. When all the principles mentioned
above 1 in only all along of the 34 generally
3 Bex. 19. It is remarkable when they are
of a kind of laying out a new highway to prevent
the adjoining proprietor the right to the road. Whereas
you will find all these rights in other scattered
to adjoining proprietor for whom the road is owned to
land is made. And no legislation under known
The law is conclusion that there is no proprietary ownership after the road is shut up.
Come sale a man's land without his will. And so it is disuv by law regulations. So in Massachusetts the old streets were sold which would never be known if the lands belonged to the old proprietors.

The law is it is under the old proprietor's new owner every owner right is preserved. The old proprietor aliquot all the right to the roads by selling lands or our land holders do. An act is must by the consent of one and proprietor to remove above. The road to maintain it. If a new change its channel the new channel is the highway.

Upon conviction for a nuisance the convicted is not only fined but is ordered to remove the nuisance if the court into it is contumacy of b. I Roll 84
1 Nw. 205.

Of narrowing highways a whole street is measure wise. This is different from the other. It is not shutting up the highway. The adjoining proprietors must have the first offer. Suppose he could not buy it being poor, he lost. But land after the highway was laid out years and years after. In so he would have done if there had been a highway. Now, if it is sold to someone else how shall the old proprietor get out. It is different from a time when the highway was laid out after he owned the land. He ought to have a right to
to come out of the public ought to have a right to sale the land. The present law will not give a right of way to him. I know no other way than to show him a right of passage by selling it with a right of way, and I suppose that law would give him the right of way if it was sold without reservation.

In all my for a share I never knew of a case where the new right of way was not afforded at its full value where road to be laid out sometimes damages were allowed on one of the increases of from 1 somewhat the benefit of the new road is set off by the damages. By b. if every injury arising from road or bridge the district must pay it. And we have a statute that if the surveyors make notice of the new road in writing double dam a you may be reserved. We have an old statute on this subject as we have several other acts which give 100 to the relations of a man who is killed by a road or bridge.

This right and liability is transferred sometimes to farm with farm having. When the district have nothing to do with the road until the 60. only expense to make it is to get it over it. If the new highway knows the old so as the 60. must build bridge he. but if it follows the old road even a new the
distinct in to build the bridge — it is otherwise when
builds are erected in the ground. It has been deter-
mind that bridge can lift its can front of the high-
way sufficient from bridge can rise. If a high-
way runs by the side of the river the adjoining
be extended over to the center of the river.

Thinking with the above exceptions, and that two
stations of Gata issue under the same rules of law
or other highways.
Of the Statute of Limitations

This was a decision of the national court a few years since which I am sure perfectly correct.

These statutes were to prevent persons recovering on their claims, after a certain length of time. In those statutes, contracts have been held by almost every state in the Union, by which every simple contract is barred after a lapse of six years, with the exception of prisoners, etc.

What I wish now to point out to you is this case when the claim is a warranty although the statute bars even the contract.

The most generally entertained idea is that this length of time would have a memory upon it, and the presumption that it has been settled. The presumption is reduced to a certainty by the statute only when the length of time that operates is that by which anything that would amount to the cause of the statute as that it would have been in vain to have sued the seller as it was a bankrupt— but lately became a man of property. Or if the goods has been out of the county so that any thing which exists upon the presumption legalized by the statute, in an undetermined in a suit or a favor to pay the certain effects. The statute appears to me to be founded in policy to prevent unwarranted claims, and to great delay in the suit.
The statute provides that no action shall be brought within 6 years after the cause of action arose, not after more.

1. If promise to pay the debt after the six years have expired, will take it out of the statute.
2. The action is in such case bad when the original promise is not at new one.
3. If the promise is conditional as "I will pay the debt if you know it," then takes it out of the statute as much as a direct promise.

4. At partial payment after the lapse of 6 years.
5. As a case about which there is now controversy. I give as last resort, the I think it not correct.
6. It is a joint contract of one of them pay it it takes it out of the statute both.
7. Is a mere acknowledgement of the debt without saying more.
8. When the action a acknowledged by word £20 that I paid the debt, and you can not recover. However, I will pay you 10

The 10 was received at no more.

8. Do when no one desires all his ability to be paid without specifying all those bound by the statute must be paid as well as the others.
9. Is an insolvent debtor who is relieved by the statute of legislation + afterward acquiring property and
advantage to pay his debts, but it is an unwise thing to pay them before an action.

10 Is where a creditor whose debt is 10 years
the statute of limitations for a commutation of bank
money, if the debtor did not comply with this
the commutation is again void.

I will notice the three opinions. The first is that
the statute presumes it debt to be paid after 10 years.

Another is that you have nothing to prove your
debts which is much like the first.

The last is that the statute is not at no one is
obliged to take advantage of it, i.e. if the debtor
will not waive his right, he may, at his discretion
as much as the will to be paid be liable.

The first hypothesis is not open reconcilable
with the decision. For when a man assigns
his debts to be paid, there is nothing which
when the presumption remains, that the debts are
specify this as a particular bond. It would come
within this theory, that generally the effect
would be directing a thing plainly contrary
to law as he directs debts to be paid without
by the Hypothetische Statute. There is no way
debt according to his terms except to be paid which
the will legally presume paid. Of course the
law does not know any such thing of the prin-
ciple is incorrect. So in the matter can it
this could not be the principle for if the
promisor then paid they are no longer debt.

The most principle is that if you have the in-
hibit of the promisor. According to the
interest of the 5th year your 10% but it is by
the statute 1% will not pay. But could rewor
that the case in the books are directly ag
to the laws made no promise. Of the principle
who consent no action could be lost. From the
original cause of action. Have a man hire
an act. To meet a debt that was found and
the debt acknowledged the debt is infringed by
the statute. Infringe by it take therefore. So it is the
question a bill
on the original promise. It is said that you can
royal this for which it is best. By this singular
of the statute of the statutes of the
would be a statute
not for the above cause a few
like it

The true principle I conceive to be
lie in a a view of the statute so when this
is a point from 5% if statute acknowledged by
the statute it only nothing more or to objecting to.

This principle it statute in the case when the debt
acknowledged in an 5% but would pay but to
because it was named as the statute but was
honest enough to pay 5% on it which he fully
waived at that.
On this ground we can explain the reasons of the Chancellor in the case of the will of the case of the insolvent who advertised to pay all debts.

So the case of the petitioning creditors in which the estate did not appear to my conscience as having varied the statute.

The case of point pay in the same in principle. There is another case if a statute does not plead the statute he has varied it. He cannot resort to it under the guidelines.

Every case that can be found in the books will come fast with this principle.

"We have a statute limiting which fixe the time for actions on bonds in 1871. One of our courts decided that a promise within the 17 did not extend the hands out of the state. And our act on the promise was sustained because of the former decision.—the point as to the union was finally decided by a court 7th circuit on the record. In a joint contract the decision appears to an insolvent will determine a joint pay by our takes it out.
as to the other. If it does one is deprived of the benefit of the trust without having waived it. According to the opinion in doing it waived it as to both, which is not available with the case in Vermont.

In order to preserve the status quo it is to consider as it a provision by the parties to him only to a promise to pay it to a suit I suppose might be maintained on the new promise for the original contract set up as a sufficient consideration.

Of the nature of the plea. Suppose a man in converted to a bond he can remain in any length of time. But in 61 it cannot be said after 6. Now is a judgment to a year to a suit in N.Y. If the judge had been on a plea of money changers to the judge it would have been good to the case supposed had been determined. So when a motion is brought in N.Y. by 61 it is

My opinion is that a plea of the fact is in the nature of a plea of abatement if this was the opinion of Judge Chase it so it would
court answer as a bar in the two cases supposed above.

2. 3 H. 1099. This relates to interlocutory demise.

Gil. 2 H. 107. de tib. esse

Ps. 6 H. 386. As the case of wills,

Publ. 3 H. 385. As the case of the advertisement.

* Sale 2 G. 425

1st. 6 H. 147. 40 fc. 400. 40. 155. 199. 163. 294. 298. 381. 436. 579

2d. 6 H. 160

3d. Earth. 471

4th. Mod. 105

5th. Mod. 426

6th. 2 Mo. 135 245

1st. Rent. 90. + 2 Rent. 192 extra. long.

* No. 29. Conditional promise prevents the operation of the Statute,

Herf. vs. Husking. * No. 424. Nol. 2. Matthews vs. Phillips. During proceedings in court, the six years expired. Defendent pleaded St. 422. denied that St. had not run upon the date before the commencement of the suit to recover.

* All the judges of England, both at London, Jun. 8, all agreed that the conditional promise "promise the deed if I will pay you" (on that condition performed) prevents the bar by the St. 422 that a bare acknowledgment of the within six years of the action is sufficient to revive it yet.

So also see Ho! 2 H. 294. St. cannot be given in evidence on such issue, but on trial, death it may be pleaded.

Ibid. 427.
This is an entire difference with respect to the 3d of Decr in act. The act. gives no aid to the apigun, by 2d. If the abnegor owns any, or has any of the apigun, by the latter of 2d. it could bring no aid to the apigun, by the 3d. Thereby being a convenient. 4d. said that if the payer had notice, it still paid the payer's debt when it should refer. But by all. 5th. chose can be transferred so, that nothing is done or received, as a contract between the several parties to the instrument. a further ground of existence. 6th. if the contract was not voided the consideration might be recovered to. But by 7th. if the negotiation nothing can be proved or to the consideration the thing of part the same as before. Specialety. 8th. by 9th. no illegal contract can be recovered on. But by 10th. if, at its has been negatived it is not a transaction such and must be void to all intents & purposes by that is valid.

Thus an contract in M't good where there is no consideration, forever and ever by 11th. 12th. no such contract is good. This is for the account of its convenience. As 13th. that is an existence such & instant. This certainty a plain difference that you cannot by 14th. subject a man by courtesy.
I do not know of a state in the Union whose friends is made up of an aside in a continued series except that I can name it only name. There can come the conclusion if it may more become.
The drawer wrote to drawee who promised to accept or refuse the drawer's advice, many by showing the decision promised. This shows a third person concerned, which is always to case, who may not contract nor consent, and without consideration another difference is that by 6. 7. c. in case fraud is known to drawee to damage for breach the article, because I think the first remedy would be to make the bargain null and void—this however is the rule at 6. 7. where the fraud is in the consideration. However if it is made without of a contract the contract will be null and void by acting a breach wrong to effect an ignorant obligor—

By 6. 7. it is the least equivocating trick or fraud in any thing that it was so farinous, integrity would sanction the contract would be void entirely. The special terms of a man and not to told as that a man will be qualified to be bought an another if that he must in that case has been declared at 6. 7. if you have me. 6. 7. by a. 13. 26 free from the sense that if your imprison an officer or office to mean the others, that by all 6. 7. you may take all the you get the thing 1 discharging and own, not estamen the others at all.

By 6. 7. contract by which property is engaged to
be conveyed to the parties refused. The contract is invalid to all intents and purposes, light to all of the merchant may be made of the buyer failing to pay the goods in time; that, if owing the goods get into buyer’s possession or in his safe or from the privilege of goods.

Other charters are more strict the words, but two acts in common, so they have no price accepted.

Nuisance. — This is no definition — it is something that annoy, it is said; but this is not definite. It may
be one annoyance or that is consequential or a
wrong, or it is said a right act, a man may build a dam in his own land if the rivers it
to injure you you can move not for building
the dam, but for the injury consequential by
an action in the case. — 5 Co. 101. 2 Roll. 120.

Stopping without lights, it applies principally to the
empty. What an empty light is a great ques-
tion. 20 J. standing is enough. 9 Co. 89
1 Wash. 237. The meeting of parties, an
prior possession is all important in this case. — Putta. 136
9 Co. 59. 1 Co. 61. 500. Palmer. 539. So corrupting
a stream of water — all this depends upon
prior occupancy — by changing the course
of constant water courses. In our county it is custom-
ary in U.S. to give land for a mile to meet a mile
he built it great when I think to would be miser-
to take away his custom if he do his work well
by building houses — it is analogous to the case
of fines which is generally acknowledged —
if the injury is to the tenant it seems to
be more the action if to his premises it belong to
the action, if to both the action belongs to
both.

By an action of nuisance you recover down to the
truth only 4000. f. &c. 4000 a d. r. which
is not in the nature of action of slander
&c. &c. It has been attempted to make
it nuisance to instruct. Therefore this
had not succeeded. The surrounding
some away — but very one way at all the nuisance
it does not take away your right of action. If
however it is a common nuisance, no one brings
an action but the one injured. Suppose a man
indicts & convicts for nuisance, if he does not
remove it. the 6. grants 8. to Giff to recover
at the expense of the summoner. In a private act
this injury must be found. 1 Shaw 366. 2 May 1568
in the last cited authority it was determined that when the
water and in the house was turned off both tenant & his
had a right of action.
Of Executor & Administratrix

Preliminary remarks. When a man has a certain appointment to an office, he is entitled to the management of the estate in which is the legal title. When there is no will, the court appoints an administrator who has the same title to the personal property. He is a trustee and has no beneficial interest in it.

If injury is done to the property, &c., &c., &c., &c., &c., &c., &c., the court, in its discretion, may give damages or compensate the injured party.

When the latter are known, the most duty is to pay the legacies, &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c., &c.
a midway legatee he gets no legacy at all, but the administrator gets any wages as much as any body.

Chy. instituted in this business to hold the E. to be a trustee if he had a legacy given him in the will of the residuum was considered as unin disposed of by the will, the legacy must be applied to increase the E. so, plainly sufficient for that purpose for a nominal one to pay mourning to was not sufficient. The court holds it was to be distributed as if there were no will.

Then you will observe in an equitable construction it may be stated by Parole testimony as the examination of the testator showing him to intend the E. should have it. The legal construction is that E. should have it. I no harder can be admitted to show the testator did not intend the E. to have it.

Then an absolute question arises in the 4th C.L. as to the distribution of such main estate.

As to the main estate if there is a will it vest in the devisee. If there is no will it vests in the heir of the deceased's immediate.
I observed that to the pronunciation is to find to pay debts and so is the case in some cases of bonds debt, 
the debtors are not obliged to call upon the heirs. All other attorneys by Ct. be paid first, so if a man owing property abundance sufficient to pay his debt, which are all simple contract debts, the personal property will not pay more than twenty per cent. so that many times creditors are deprived.

When a special counsel refuses to apply to him the Ct. of Clp will tit in the simple contract creditors to the amount of the special attorney this was introduced by Clp. it was voted in abolishing the state, it has remedied a very great evil. in many counties Clp did not consider themselves as an auditor upon the law for the real property was really to far beside.

The way this difficulty is avoided quittance of honor is to devise a quantity of land to pay debts. it did induce a sale.

This title of the heir may be extorted by specially exerting to the case in the name of sheriff, if these creditors do not choose to take it. the Ct. of Clp will tit in simple contract creditors.
...
I must form here upon a wrong construction of the title of wills. As when the devisee of a certain quantity to pay debts, the will is a definite of personal property, if there only is their basis to the sold, but with us the executors have been in some that the land shall first be sold when it is so required to be sold, & th' personal goods for the wife & children.

Suppose the heir should will that make the bequest, the court may make the heir personally liable, but the purchasers title is not disturbed.

The real estate is a fund to pay certain debts, if sold after the personal estate is a fund to pay all debts.

You see then that one case in which it is necessary to go to Ch. I. to get forged on debts, there are a number of such cases. So in case of an equity of redemption, so if there be appointed to sell the will not, there are three like cases in all which the estates are equitable being made by Ch. I. out of which all debts are to be paid first. Then these debts got by application to have an legal debts, out of which debts are paid according to rank.

This is an important note. I would be glad to have you fully understand. When you are obliged to go to Ch. I. to get the money it had always been con-
It is said in the book that the Executor is liable for all con-
tract but not for loss.
as equitable aspects. But here is a question raised as to the sale of the free without notice which makes the land liable for the sale equitable aspects or legal. The modern opinion say equitable. On this ground, that it may be necessary to go to law to get the money, but if it could be acquired at law they are legal aspects. This is the distinction.

The great point in which the laws of one state differ from the C. L., is that they make the land liable for debts by the same course as they make the personal right liable. The real property does not descend to the free. The title in the free is the title in the heir liable to be defeated. Therefore, when the heir is not willing to apply the personal aspect, then the free either gets an order from the court of probate to sell the real property, or, if they get the same authority as by the will of the first estate, a power which the devisee hands to be sold for the payment of debts.

The free is always liable to the extent of aspects, not like the free, no further. It is not true that he is liable in all cases where the real estate was. He is not liable for debts as a general rule in cases where he was not involved with the personal aspect. But the personal aspect would not at all from the manner that the personal aspect was with the
The action by 50° must be shifted to east and not as for a test. This principle was definitely settled until a case in Corp.
The question is not whether the rule is reasonable it is whether it is the principle. If A had shot B's horse C's Eq. is not liable it is a tort. But if I had destroyed B's horse C would have been liable yet it is a tort. So that the distinction lies not as between contracts & torts but upon the principle above mentioned. It seems as if the rule should have been that one act would be in all cases when the agent of the party injured was deceased.

But suppose the party injured died, the rule was that no act could be brought the act died with the person. But by a statute of 2 Edw. 3 the question is whether the act of the party injured and not the question is whether the acts of the deceased were designed by the act done, that is was the value of his estate designed.

But is there a species of property that goes to the wife it is her paraphernalia. it rests in her it is her charity & uncomfortable.
The husband has no power to secure away the paraphernalia of wife, such claim is void. The wife has her consent in some cases, or the executor of the husband having a lien upon the real estate, as far as the sum of the personal attachment is made by Bl. 1 W. 2. Between husband and wife, if properly, I say that she cannot hold the former as a creditor, so in this subject. 2 W. 205. 1 D. 111. 729. 2 Ch. 79. 6 Cl. 6. 2 V. 7. 2 Ch. 165. 2 Cl. 235. 2 W. 265.
take to the purpose of creating the estate held that it was subject to pay duty, after which it was said that it was also subject to any legacy. All the advantage this is to be of both state legacies can pass to the heir vestry if he be a legatee by the will. He would stand by the distribution in estate. By this we get all the principle from which he holds the remainder.

By C. 5. no C. is under obligation to give bonds for the forth full discharge of his duty, because the state places no such confidence in him. But the intestate places no such confidence in the A. & X. be in general to give bonds. C. & X. have appointed power to oblige the C. & X. to give bonds from time to time even in cases when the bonds have been dispensed with, and if the same power of removal is vested in one joint at courts as it is, but the removing C. & X. is vested in by the law in some cases.

If there is no C. appointed, none A. is appointed by the 5th, even testamentary executor. When the will is deposited in the presence of the judge if the C. were appointed by the will.

Pursuant to the, we refer the looking after the will, we were not being part of the purpose, but it was determined that if the could be removed without injury to the purposes they were found to be rights.
Giving tone & color. Inferences whether present or not, the law of evidence decides things. Of this, the principle fact is that the cause in question to the court is not according to the contingencies which is to end his estate is within his knowledge or not.

A will is only directed to the $84$ no technical title, are necessary to constitute a will. 1 Cor. 173, 1 Cor. x. 84. a perfectly executed instruction according to law to become after death. It was before it is a will, it is ambulatory title time. 1 Cor. 201

The great on which $84$ shows a power

1 Cor. 399 is about, they are broken. 1 Cor. 201.

strictly speaking divorce is of land and legacy is of personal property.

that $84$ knows is own personal property only. 1 Cor. 21, 29. It is said the $84$ has no power over land & it is true that he has no power to give. 1 Cor. 21, 29. any body might separate title to person the common has, but the more or title does according to the need of others but from legal. If no person is named to sell it is said that thing sells the $84$ has no such power of singly giving as $84$. This is founded on the personal capacity of estate in $84$. 
that which 7t belongs in the in equitable effect.

The bearer or devisee title remains intact in the death, but the equitable title does not for th

party veste with the bar of he must square to it.

If he think fit he may sell a specific legacies

if he choses, the he may be obliged to account

for it. I may take any one of such specific

legacies of the purchaser get a good title. 12

152. Law. 93. 3 (Bac. 28)

That equitable estate may

come to the bar in the how see Law. 99. If

the go to the bar; the 6th test in the simple entitle

devise to the one of the equitatively. 128. Chad

L 4 2. 20. Bac 67

The bearer or devisee title

do 7 if there is not enough it is divided, but

if one more entitle did not got all the interest

be allowed to come in and take a division with the

simple entail or devise, entitle they have less of

remnant as much as he has, each of them


called a.

are alike with us 7 when the estate is insinuated 7 in

the estate in 202 it an average made.

Hand it or devise

not be t 7 to pay equitable question is whether the entitle

entire income legal of equitable after they own said the

equitable. 2 8. M. 2 16. 2 Vin. 106. 1 Con. 201
Real estate are set to go to the heir or devisee if the owner's will does not provide otherwise. The only exception is the heir is the heir of the state.

It is not uncommon for the heir to sell some of his land to satisfy his debts. It has been settled that the deceased's heirs are first to be paid from the estate. It is clear that if the heir decides to sell some of his land, the heirs are next to be paid first. The distinction is that whether the devisee has a beneficial interest in the land. The rule is that the intention of the testator, which is the paramount consideration in all construing of devises.

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The body of a debtor was not originally liable to an execution.

Flower. 8th. 3d. 25. 3d. 21st. 23rd. 1st. 12th. 13th.

and when the heir is bound, on neither when the obligation descends with the land, his body cannot be taken in exec. the exec. is on the land only. 3 Bae. 25. 3d. 21st. 29d. 32d. 81. 20. 13.

The process of the debtor was first subjected to exec. for debt to stat. 25 Ed. 3 which gave a copy to satisfy executio. 3 Bae. 327. 3d.
leyes:—To the Executors file the bill for the
surplus agst. the Am excittees

I would observe
that this is the only case where a contract to buy
you can bring your suit directly, as want the
under will be of statute where he might have
maintained the choice in the case the 84th is to be read.

On 84th is a great rule in
be sued by the notators conttced, but there are
cases where he is not in a contract with a servant
to perform the as the contract is badly personal.
So when a man either expressly or implicitly engages
to perform an act for which he is only as the way
to get from the contract is the as in case of a
will. This 84th cannot be sued for an exec. for
an edictus who does not know to collect a note whom there
is to be no dispute. Dog. 14. 2 or Ch. 87. 2. 9
553. Ch. 13.

The law is not bound unless the contract is a
specially in the name written in the interest of a specially
if not named. The means of the changing this is by
a gift, if the interest. the bond which is of interest if in
the case I. A. I am afraid that no law shall
by E. I. subject to suit until the statute mean the
which are only to restrain the bond. 4th Cent. 323.
12 or 8h. 159. 3 Ch. 12. Mon 208. 2 Ch. 8h. 250.
Changing  

When an 64 is due it is not state debt but only that he attains it, that is distinct.

There are cases in which he is to be sued as debtor as where the 64 kept a term for years when the debtor might have paid all and set his estate. The estate then was due from the debtor. The 64 may be sued as debt.

So if rent occur to the 64 and all other debt that occur after death death may be sued for by the 64 without declaring in the name of estate this it is not his estate.

So to sue for a donative when it is not an estate but a debt to destroy your chance of recovery you may sue in the debt. Tit. 3.5, 5 & 32, 143

398.

The C. I. the hire when the man liable could defeat the writs he alteration being out of W. May the writs then follow the money the hand at being liable in 24ords of a bond five hundred Court 245, C. 162, 1 2 69, 166, 149.

It has been a question whether the 64 could be bound by estate house when the debtor, one his life time was not died as if the bond was to be paid after his death it has been said that he was. Is there no reason why he should be bound. Consider the 64 was continued to be bound by a bond given to provide for the wife after the death of the debtor. After this the Deacon decided it was to be bound.
All persons who can master words may be essays besides many others
A tenant is in the same situation as the heir to real
bonds being made by state. If the tenant has
a duty of hand for
pay of state, he could the difficulty exonerate
the tenant. If it had been decided to do beneficently,
the court's test would it was decided to do duty
it was determined to be equitable property. For
this reason, it could not be thus taken. 1 Dall. 230. 476

Who may be an Executor

There is apparent contradiction on this subject.
In one book, it is said that a tenant felon is to
be an estate in another book, they cannot. The
reason is that by civil law, one might be an es-
tate by C.L. He might, C.L. rules are primary
in our law.

There are several any person who con.
not be an estate, this will not be limited to
our own. The tenant's power, if the tenant had no money, an 5 Ed. 2 R. 371.

Civil, if C.L. ague as to infancy
but the cannot act as C.L. until 17 years old it
if before that age the is appointed. The 5th appoint
an estate, this absolute minor estate. The act of the infant taken
before he is 17, his power
is different from the 17; any act that is under 17 should
an important is not, such in him. But if the act
An Ender cannot make all but all goods or goods to a living, and he is bound by such goods over to his goods unless he has goods. 1 Cor. 7:17
charge on your consideration it is binding. That is all. It acts proper for us. But it do not injure him in any wise. - 5 Co. 27. 1 Ch. 249. 2 Ch. 378. Ekely 671. Then in one case that says it to all men may still gods to keep stable and it is con-
ting to writ for he is no. But written 1774.

If the fact 8th the of power to alter at 17. yet because it be said in justice. There is no case when all that he combine by working are.

Suppose however he should wear in act by all the not by guardian, it is the provision is not necessary. But, if an infant does recover that, it is the reason is this if there is any that an infant 1st cannot act until he is 21. I take it the left 6 th could not the recover before he was 17. 3 Bac. 150. As Ch. 541. The might man fully be called good, not necessary, why?

If an infant 5th act or both 8 th it is need by some forth was by fasting. 1 Vent. 112. Because it notes the want occur in an at 8 th 1st 784 C. Ray. 232. 601. 14 49.

Part if they be said the draft 8 th must appear by guardian they appear to be fission and also. 2 Bac. 151. Sta. 31 8. 3 Mes 2 36.

Case of a woman. woman we find it laid down
By C. I know not the wife cannot take upon herself to offer a gift without husband's consent.

2 Bær. 378
Gen. 10:2110.
long time considered a form not
that she may be 344 that is by capital sin but by Ch
the omission that if there is no objective as the con-
sidered facts have the control of the business
with extreme allows.
2 Bucw. 378. Godel. 117. 1 Con
235.

If the husband is deficient in the spiritual court
and that she to compel her a prohibition will be given
she cannot be unprudently to act. the consent of
both being necessary.

In showing the wife consents the

A young woman is appointed to
this office and is married. the husband
consents to act or not. they cannot lead that
they are not for or the same ground. while
with him to the husband. 2 Bucw. 378. Godel. 110.

The rule is
well established, that consent of both is required
and only question is what is consent.
et from count we may make our Eft of our action as one of another it serve 1 Thess 588. 1 Mac 211. 2 Edw 92. the law being construe to on up for no man united right is offered

A construction aggregate cannot be an
Ex. 29. 11. Can the punishment of no communication

be not in inflicted for breach of duty on such cases hence and

with respect to short by some pinks出售 they

Ex. 34. 10. By some authority by the court

to hear they could not. The King does does not allow

be on the persons from being Ex. 10. because they claim them in auto

Communikers cannot be Ex. 34. 11. this is the only

case of a party inventing same being Ex. 10. the

ground is that originally Ex. 34. duty was to wagon of goods in him

Est. 13. 85. to Ex. 34. 85.

et to aiding the same wherein

to no real property yet he can be Ex. 34. 85.

it has been a question

inventor entity whether an alien successor could

as Ex. 34. endeavor in one aet the current of

authority in that he can. 2 24 37. and it

has been but lately decided that an alien could not maintain personal act

in Ex. 34. it is necessary to state cannot be

to Ex. 34. 8 if our Ex. 34. becomes a bar of title or chattel

and unable to be imported Ex. 34. will define him

it does not commit to another 3 24 37. 30. 38. 20. 8
But be it known to all the world in general, in every instance that
our cause the Ecclesiastical courts pr severely been, that
El. 14, 36. 29. 25, 58, 3 Ven. 249. 2 Bar. 37.

And even when there is no evidence that any ground of exception to that
instance in the proceedings under the question is directed, and El. 14, 36. 29. 25, 58, 3 Ven. 249. 2 Bar. 37.

Who may be administering is that appointed.

a person is a person appointed by law to manage the state of a
a person is a person appointed by law to manage the state of a

...
has been assented by almost any state that it alone shall be granted to the widow or next of kin. This is to be understood with qualifications it will to this that if there is no specific election to such person, it must be done. It is one office and the 1st one to examine the death of the death. It is not a matter of right. All must any body wish to be as such of the one of the legal descriptions or the one of the one or others. So also, a married woman as such, it is subject to the same law or in case of the 1st one of the consent of the husband and wife an act of the marriage.

A fine and the same concept the constable is in charge, the husband is liable as for all other wrongs done by the wife if said during marriage. In this case the statute has been altered in 32 to follow the aptitude into the hands of the husband of the 3d. But he cannot be this liable for the wrong committed by the wife. The way to get it is to examine him as an 3d. in his own wrong or have an act of appurtenance the same as to have him over to the husband. 1 Bcc 1496

In 3d. 1st 1C 56 she is the 3d. of 59. I do wish you or with a 3d. the claim of her taking the goods to his own use she is 3d in his money.
History of Administration

Originally no such thing was known as an act. It was not of the prerogative of the King to pronounce judgment upon the goods of others and prize them incommand than to resign it to one of the cardinals. It was granted to the King finally, and so it remained to this, that prerogative to the Bishops. The law was that one third went to the children, one third to the widow, called the remissible part, and the other third being what the children could dispose of. The act belonged to those who were entitled to it by will. In no will did it come into the hands of the bishop that there was no law to compel all persons of decrees if there was a will. This was an absurdity of another lost their property by the Act of 13 Ed. 1. Mat. 2. gave the first check by obliging the Bishop to pay the debts as fast as the property went. Thus placed in the same place as the state gave an acting in time, the assets. Children had the remainder of the property, but you will observe that the widow, if the act remained orderly in the hands of the Bishop, who perhaps in the 37 Ed. 3rd which obliged the Bishop to appoint the worth...
In most hands an act of the said 2 counts.

The 5th day of August 493. Edwardus. 

The 5th of the said 2 counts.

'No person was appointed to

...the wife to the personal property. After

...the Bishop was not liable, the Act was

...the same state as in Eq. might be

...the same manner.

But you will observe that this Act did

... Align him to disturb the settlement.

...the grounds that there was no such thing as con

...setting them to do it. Then took the sect

...the Act which is the foundation of all

...the subsequent laws on this subject. The wife did

...put upon them or the child or children.

...the children to her sect, she too

...to have a maintenance for a short time by the proc

...ative courts.

...is granted by the Ecclesiastic courts.

...In U.S. there is a distinct courts for foreign

...court is called 'foster parent' here.

...entitled to her.

...to persons entitled to act. The state of 51 Ed. 3

...directly the 6. to grant. Ed. to the next of next law

...This is understood this next of kin next

...wife dies or marries. The Act then

...the next of kin, 1 Cor. 261. 9 Ed. 39. 2 Dec. 493.
At some if then we set
must of Him the Bishop might appoint one
man or any of them at his election.

New 3. gives it to the wise or most of them, I do believe this accepted by most of our states, it is true
is liable arising by our state. by the it was
this must friends to most of them the wrong
was in taking persons one or another many
acts of blood, how can it then that the
most contemporaries of his wife? I can only
give from certain use age for in the state there
are no wars to allow, but it is well known that
least in some it may be from analogies and that gives it that
wife I will observe that the 19th. 20th. gives the property
to the most of them it have one obliged to another
one. But by 20. Ch. 2. he was enabled to take
it do not be obliged to cost for it, it is very
important for some states I am not against the
37th. Ch. for it went be nothing against
the King overs, all the state. You will understand
this state in writing the property in the husband so
that he gets it whether. 20th. or not.

Loom. 2. 20th. Rep. 20. 20th. 21st. 22nd. 23rd. 24th.
2nd. 25th. 26th. 27th. 28th. 29th. 30th. 31st. 32nd. 33rd. 34th. 35th.
the next of kin, namely, its own sole quires to the heir.

The 20 may grant to all wives or ascent of kin or

bade or be taken. 1 Thess. 387. 1 Tim. 315. 1 Cor. 3

Chap. 36. 1 Tim. 315. 2 Prov. 552. The same always that they are established by

law. If those ten sort of men the

present suitor to the common patrimonies in the civil law

the civil is granted to 2 or more, than the common

great and sort of different portions of the

by a bond against to their deceased. 1 Thess. 387.

In selecting one of them the donations

time is to be judged so that the father is judged now

the in the same degree. 1 Thess. 387.

As to collaterals,
you count from the elder to the common ancestor to

them down to the same whose degree you wish to

know. This is the civil law on patrimony which we

have abridged in adopting the state.

The first the one.

Children. 2 Parents. 3 Brothers. Grandfather.

Great. Son 4 all close or nephews. This is no de-

ference between males 1 females, as between whole

half-sisters. It is the primary quality must descen-

die in blood.
It has been a great question whether the right of representation goes to representation. It is said the children who are considered as subjects and counts are being a degree lower than their father. They are drawn up to stand in the degree of their father. But the state says nothing to representation, and I conclude it was not contemplated by its framers.

The law places marriage between those related in the 1st and 2nd degree of kinship.

Persons qualified to be aged sometimes refuse, or are not to be found for service, but that provision, but it was the by C. A. a council may be appointed. Nov. 5. Sabbath 38. he being intimated.

When it is 2 there is no claim for the custom to be of point. you is no power or control such a power that it is a matter of custom.

If an O. s. refuses to eat or die without provisions given to his wife, gross, undeliverable. The Court must appoint that the B. do not consider themselves bound by the provisions of the state. For the seed died, not died in the B. the B. applies on the B. B. died before the B. and the council without any of the manner of mine.

It is common that is a necessary legate to appoint him to some other has arisen whether there is not an obligation to appoint mine. That I see no room for any fortun...
is no compulsory sale. It stands as to have been on
the subject of which he has the same interest. 3c, 5, 456.

The settlor may incur an interest as to part of
his estate as where there is a remainder

6. 5, and to hold 2, despite. Thus it came
gave 2, money 5, 5, to such generally.

But if he

chooses specific property to each which there is a
create left. He is as much interested as to this,
if he had made no will at all, to the wife he
an interest to amount of it. 3c, 5, 4, 23, 3, 356

Assuming any legatee was appointed that died imme-
diately after appointment. It was 2 that his next
of kin, should be his successor 5, the latter

5, the case in Jeeb: V. is that the lega-
tee has the whole estate 5 his representatives
hold the property only to receive. But if he

come only as common cases. It should take that
to be the rule, but the next of kin of the last

holder should be appointed. In the latter case the

whole property vests immediately, if an interest
be appointed to the legatee it was the only one in-
trustee. But in the last, number can equ-
ally interests with the residuary legatee.

If none of these character are to be found at all,
affords me entirely at discretion.

The 28th section

minorities must not be rest it upon to the intestate.

8 McR. 244. Sup. 5. 1913. 1 B. 105.

If on is app'd, either to the deed nothing. He is recommenced & if he does not appear that his deed is recorded, 2 B. 603. D. 169. Nov. 25th.

Write us if the 6th does not give us whether he accepts or not, within a certain time he is paid.

This trust of 6th in some cases may be transmitted in other not. Thus. A.B. of a deed in the 6th of the first testament, the reason is that the first testament was the confidence in his 6th for all purposes. If one A.B. die his 6th is not the 6th of testament in such case an 6th, on his non moto committee. When the intestate he made no special confidence in the 6th or the power to go to the 6th. Wherever there is an intestate of an 6th, the transmission is as the words written. Dec. 6. 1 Roll 907. 1 Com. 251. 1 etth 260. Ch. 178.

Suppose A.B. have two 6th. If A.B. 1 & 2 dies leaving C his 6th the whole bearing was then by survivorship to D, excepting— Then B dies leaving D, C then the estate not being sold. D as the 6th of.
But this is a case of misprision. Suppose the executors for want that B died intestate without appointing
an Ex. It would seem that C ought to be the Ex.
2 B. & C. 1205. 1 Salk. 311. 2 Ye 4a. 127. 1 Corn. 251.

But where the chain of confidence is broken, as it is
in this case, a will cannot be admit-
ted.

Ad. appoints at his Ex. & at due appoint
13. his Ex. who is a minor. are 21. 21. surviving of
13. who is C. C. is C. Administrator i.e. estate. B
is plainly B. & B. but he cannot act being
a minor. The only way is to appoint C. as Ex. it
that C came in the room of B. but he came
in as C. & if we have no difficulty in our
more right of the principle. I have certainly
that confidence in C. wrought 20. a.
2 B. & C. 871. 1 Co 2 B. 11. 2 Co 2 B. 246.

It is said but in
an Ex. as B. in this Ex. could appoint so in
other cases one man to one but one to another to
then is no reason why they should not.

Refusal of Executors

If Ex. refuses then must be an Ex. come to wrote a
there.

It has been said that the Ex. can compile
the Ex. from the will, it will amounts almost to
its executors. The Ex. cannot appoint another
to perform his duty, it was one question.
But of the 8th can seal the acting one only need be named for the public know no other.
An 50. must do some act in the court to be
then recorded to constitute a refusal, and declaring
a refusal out of court is of no avail, but the
refusal may be ratified by letter, declaring not
to accept it before it is enough. Case. 6 Big. & N. Wilson
252. 2 Br. 4. 405.

If Est. who is alone refused at is
gnored be can never prove the will, but if can
be shown, it is not grannt. The magnanimous friend.

If there are two Est.

If one refuses, it does not have any effect but
the fact

in the case, the one refusing can
release debt, &c. and the property lasts as long
as the colleagues deny. But it is not avail:
us. If one refuses, he is in the same place
as the one originally ascert. 2 Br. 4. 405. 105. 102.
Lord. 206. Co. Lit. 192. 3 P. M. 257. 4. 270
1 T. Tr. 669.

There is no power in Est. to convince if he
has once commissus the business of Est. as taking to
good, i.e., it is not necessary for the purpose that
the prov. that will, in short, all acts, that would
create one Est. in the present test.Make him to all
the inhabitants of Est. — It is evidence of his
acceptance. 2 Br. 4. 405. 2. 105. 23. 146. 1 Vent. 333
2 Br. 182. 1 P. 217. 117. If known it is a
sort of charity or neighborhood. Hindings it too, will have this effect.
A man takes the gross of a strange and automatic nature than the
law knows of the situation than the situation, if he claims
more than as testament, it would break his. If he claims
as owner personally, it would be different. As if he claims
I take a legacy. Depr. 160. 1 Bae. 405. 1 Rob. 917. 19th.

He has been a quiet situation if an 81st begins to thereby
to do the center of the court until the refusal and
appoints me to act. The point would be good. Item
that it would. 2 Bae. 405.

It may be that the cause
did not know of the court having some other act, but
has accepted his refusal, the court may compel
him to act. 2 Bae. 405

A law court cannot refuse after oath.
Depr. 188, 3 Bae. 316. 2 8 Bae. 405

Different Kind of Administrators
A sale must be granted by the court, in writing, in the
realm of the court. Depr. 194. 1 Thes. 208
author to be granted always when the person
and intestate, the Ali. and do so for plea
with it. for he has the legal title, that he is to
account. 2 Cor. 258. 9 1 Cor. 39. 13
must be to
be taken of him. It then is no reason why
they should not be taken even testament for
that is no special confidence.
Two or more may be appointed by one may the power survive it is difficult in this point of view from my letter Delegated authority 1 burn 263 2 burn 240 or 2 Vin 544 let the 264 it is in the nature of our office

Then in certain cases in which it was quite Whatt about could be granted or claiming the absence of Oo So when it is a dispute who is entitled to ad infinitum that there is a subsequent to this is a precedent but it appears not to suffer the settler of the estate time have all the authority of setts over possession Lev 19 9 2 Le 1071 1 Cor 263 3 Sall 23 the 917 in shown 84

So when

Extraordinary Act must be granted some testamentary so if Oo dies 2 3 if no 13 remains in the will 1 Sall 30 1 2 Bac 386 1 Cor 238. If Oo's children or 1 child and an elder is appointed to 3 testamentary succeed in his omission.

It seems that for nearly all unjust to but 3rd discretion one taking out execution on as the bona or to not take it out but I do not see why a said facias on the part could not be by the acts of the next parts from the our own man

This is by ptt it in some no the power 2 Bac 386 date 140 6 Mod 2 40 7 p Reg 1072
It is said that this act cannot make a heir or will good except they are punishable by a bailiff might, but it is that otherwise.

When an act may be refused the effect of an act is very important, there are some questions which are made by this which I will state for the present.

What act? An act may do before probate.

Ex. devises all his goods from the will to his testator immediately on the death of testator it is not proper to a devisee to have a real estate to his use, he can do anything that any other man can do with his own, but the only benefit of probate is to enable him to sue for without it he has no witness of his acts. He must produce a copy of the will and testify of it, or must have it when he comes to trial. But before he can do any thing he can do after it good be.

As can do no valid act until testator sends an act may not precede the testator, but if an act may not precede the testator.

412. Co. 172. Co. 2 92. 4 808 1 2 2
4 441. 5 Co. 28
Thoughtful about might mean the again of the distant thing of the other in an act for money not received.

Lor. 174
R. Bac. L13

Lor. 174
Suppose he who is in a letter to at should relieve a duty for
pay more i.e. it is said that if he afterwards gets to
the debt may mean the debtors again
for he had no one the. Thus I can never not be
all that can be said is if ever he was offered
affords the might never back but that the
own in one might it is the most glaring in
justice in the world. If any by necessity
ships not his own as soon as the seller gets a
letter it was immediately in the buyer

A before seeing letters should give away the goods
of intit-figure but give if the after as letter
but letter.

If a bond was due from or to a letter
his 6x must say or discharge the bond, before
probate if due before probate then may be said
if he has alone the trust acts in the whole,

may one before probate in all those cases when
he could sue in his own right. Or when the prop-
erty is injured at that day when in his pro-
tection, this is said that 6x must have the idea before
but inside this objection only other in two cases or
in suit as interest to the letter in his lifetime
or for injury done to the property in lifetime,

Suppose sent clerk which ac-
could after the tenant death. Could away run in his own name. Lev. 17:4. 1 Cor. 2:8. 1 Sam. 30:2 Deut. 21:15. He might cleave for it.

So if he does not sue as the law and make no prospect of his letter determining as if he were for goods sold. It is his own contract. 5 Co. 29. 932. 3 H. St. Tr. 1100. 238. P. Rawl. 917.

Co Executors

Thus an executors in how case known we expect the testator's interest is joint and indivisible the act of one is the act of all. This does not include both the half interest of one in the half of the estate. So in a case of property belonging of a stable. So if one apprises all his rent whether jointly or not. If it is the property of testator. It helps all companions officially.

By recent bondsmen for each of the wrong acts as done.

1 Cor. 7:40. Lev. 21. 1849. 23. Co. 6. 1547. The act of one is the act of both. The law that if one has all the means then the other cannot amount an action law to recover half. But the act for money has fraud was not known at the time this action have done. I should think it while lie.
I suppose it would lie in West Wall the faculty the医校 was only in Eph. 1 Cor. 37, 240.

Here is a difference between But 2 Act. Our Act can't make a valid release they must both join. This appear well establishe. 1 Cor. 240 1 Pet. 460 Lev. 21.

In case of courts But must join. And to Act joining in acts this is an accusation the Act may save in his own right as for the pope in propriety in his own propriety. But it is not correct to say that they cannot unite for the propriety of one is the pope of both. Acts have been maintain both ways the pope is unable to entitle him to see. 1 Pet. 460.

Both in Be and Act if one dies the power remains to the other 1 Salk 30 3 act 50 Lev. 21.

Skevex Be. missend.

Many ligations supphon one be get all the habit in this hands. I see no reason why one act find money had 1 and would not be. If it were may if not one act 1 be would be for it. Thus is no end of going to Chey.

It is a good rule that one be bound changeable for the wrong of his colleague he is accountable to end of affairs not merely what he has personal.
for the rest of this colloquy, these words. If the
property was mortgaged to the receiver being
liable, Ch. 119 was intended to relieve the other
until the property is receivers of the other
Civ. Ch. 518. 2 Bae. 395. 1 Falle 318.

As all &c.

make but one person they are all to be sued at
this is to be understood as relating to acting
Ex. 119. But in the other hands of &c. said
by Ch. 119 must be joined this one has
refused. By Civ. law the acting Ex. we are
due alone.

By Ch. 119 the acting Ex. is fraud of
the other receiving the estate. He may apply
to the Ch. for a summons & severs me
he proceeds alone. 1. Falle. 397. 9 Co. 37.

If both
have administer both must be sued. If not the
rent will abide when it is pleased that there
in Co. 34. Who acts as such.

Suppose one absented
alone. If not may abide the suit by pleading
that there is another Ex. whether that other
has acted or not. 2 Bae. 395. This plea is
a plea of abatement you will remit it is only of

The same rule applies to Ever.
Executor de son tort.

This Ed. is a humanist

With the subject of this writing a tot

Of a mankind ever it as if he were & by keeping
cye unlawful acts of this kind will make

A strange Ed. in his own wrong. against

Many acts of this kind defined for their

effect upon the intention with which they are

done.

Suppose we take possession of this property

Lapping it to his own use paying duties duty

de it constitutes him Ed. all the tort and its
tute care of it as a neighbor does not.

Taking a specific leg. they constitute an Ed

in his own way. 1 Cor. 261. Lev. 57. 259

99. 5 Co. Rob. 33. 4. 2 D. Rep. 105 1 Dyer 164

E. Ed.

The we are of the family take more property

Belongs to them. to have this effect. So if one

Takes the goods it gives to a third. the title is

Tort in his own wrong. so if the property is
given to the man by the titular is avoided ad

For if the were not liable to one would be. 20 Ed.

Suppose the gift made on death bear as accumulation costs, it is liable on surfeiting of assets.
This is according to ch. the doctrine of the law as made in many statues by statute.

They have been cases in which party as paving earth on the house, I was paying laborers in what any sort of charity would not constitute an Evi in his own wrong. Nor if he claimed the property on his own behalf it was under colour. I 6 Em. 262. See 51. 273 c. 388

The rule then is, that if the act done be such or fairly comes into the instance that he claims, the disposal of the suit is enough. 1 Mod. 166

This Evi is liable to be sued at the suit of the last will testament of the Evi is none. For his act into this changing it.

This rule doest a

fily where there is a rightful Evi or at the wrongful Evi being accounted to dismiss the property being vested in his hands, and the wrongful Evi is chargeable as trustee that as Evi defendant.

The case then in which the Evi defendant is liable even when he intermediates before the right for the act takes possession I suppose too often if the property had not been discovered by
Creditor can sue the Eq. on contract if this Eq. has delivered over the property or lend it to the rightful Eq. and his liability to creditors is discharged.

But if the debt is not due to


When the Eq. is sued by creditors he is liable only to amount of debt. How further the way the debt have paid out according to law. This Eq. cannot sue to recover any thing nor can he retain his own estate while all the trouble but no advantage.

Suppose Eq. or A. is sued. how it does not purge the took to show that the has paid all out it yes, however the advantage cannot be as to make these merely nominal. N.R. 262.

One who took a bond which constituted him Eq. he paid the date of note Eq. to an uncle he creditor but he was lost for the whole debt. This was an old decision to perhaps without more in question. As should have been written advance.

However the rightful Eq. from deficiency of paper is other even liable to lose his own debt such plea will not avoid an Eq. de son tort. Law 51, 288. 519. The rightful Eq. must serve no papers in his own name.

N.B. 379
Please think that he is liable to everything as far as he has a part but
not further except where the pleader may say that he is liable further. 
Note 47: he is liable to rightfull circumstances if the
transfers occur as a man, taking the property of another. Act. 1846. 
It is also liable to legatees,
Note 23.

Either Co. may return for there own debts be known
to all others of equal degree & Co. de contene cannot.

It is said that if there are one rightfull & wrongful Co.
you may join them in a suit because the public can
not know the truth & Co. But an at cannot
in this joined with Co. de contene.

It was Co. de contene, he administers
partly to claim after answering Co. it is due
mind that his Co. was not bidden up Co. in
his own wrong. 1 Cor. 264. There is a suit now
making him liable. that if the principle inight
one must always go to Ch. 2. Mod. 292. Act. 59.
for we have no such statute.

Making debtors Executors.
It was once understood, that if a man made a
debt by Co. it discharged the debt because
he could not recover all of his own hand. but
an at was not their discharged. And this
now holds to be a fault in masses of bath.
1836. CB. 179
In case of make, if it is a clear discharge of the debt, whether Ex. act or not, found that no sufficient after pay
debtor debts. So, if one of several joint debtors is made
Ex. act discharge the debt. So if the wife of a debtor
is made Ex. 2 Bl. 514. Westoff 3 Q. 312. 207. Lov. 158

In order to be questioned to creditor, it seems to be that if the
legacy be equal or greater than the debt, it shall be issued,
and a satisfaction. But 675 have generally searched for circumstances
to evade this rule which is that statute, such as mention in the
will or power of debts, so when the legacy was not equally ben-
eficiaries with the debts, in order to give creditor both, Lov. 158
note 1 2 M. 410. note 3 chtt 65.
Both for debt & legacies — if they will not, without he could retain. — On the 2d term, but it is not allowed to be retained if he had alienage in the will. This has not been decided but there is no doubt as to this point.

Yeb. 168. 1 Mal. 303  — Wm. Univ in Eng was that the Ex. was, of course a residuary legatee, but Ex. stipple in. to was his a true intestate case as which he has a legacy.

Making creditor Executor.

It is of this advantage to  Ex. that the mortgagee his own debt before all others of equal degree. 2 Pet. 378. 1 Mal. 504. 10 Ped 296.

Ex. may do just sole may retain. This rule, are very reasonable where tens of some intestates.

Ex. right to the surplus. It had been long settled that after debt & legacies paid Ex. had the residuum, but Ex. consists him as trustee for those entitled to the property under the state of distribution, if he had a legacy this offering proof of intention that testament induced him to have so more. See ac. 201.

But here is a question. How a residuary of that kind could be intestate
in our states where each gets many wags. It is a question to make a figure at our taxes. Chiefly such case does not give it of the otherwise paid for his trouble.

But if it can be proved that tax be true under the evidence the estate should have the residue by panel even; the estate will have it this pay not in to estate the estate no. 7 Viz. Deed 165, 1785
3 P. M. 13 2 1st. 26 3 1st. 226, 300.

In the case above in Viz. Deed the estate is to have it unless the particular is written against the estate of the consequence offers great presumption.

Partial proof is always admissible to rebut an estate that there is a want of.
2 1st. 68, 22 8 3 1st. 40 2 Viz. 91. 1st. 213. 1 Rev. Ch. 201, 228. Tabl. Ca. 240.

Wills.

A will is a deed of a man's mind in words only with respect to his estate to take place after his death any deed as to real property by words is good for nothing. By Ed a memorandum will was good of personal property but by statute in Eng. it is good only in certain cases. This makes a great question in U. S. Our law said that customs made it an extraordinary will if that made it law so we can have no part will. In some states it is more necessary...
It is not sufficient that the blind man acknowledge the will without hearing it read, one witness who was the writer and knew this sufficient to prove the making. Rev. 14:1. 2. 4. Benn. Sec. 6. 85.

A Fem. court cannot impose such property at all by Stat.

The Ex. of the husband however she can of per

sonal property, and without his consent it is said they

may make a will of her savings out of the first money this

not being within the husband's control nor subject to his

to be in writing. I suspect a parcel will is not good in U.S. I say found in custom. Cant. 38.

Who can make wills. The presumption is always that a testator could make a will. The man that he could not, he, or the one who opposes the will. But idiots, lunatics, or those delusions, in sickness, or infirmities of age, want of discretion being in all cannot make a will.

So a man may be ignorant or blind. If the writing was not correct, or was not signed, or not proved, the will is not good. A will made in a fit of irritation will be set aside if not a reasonable will. The general proposition is that a drunken man can make no will.

An alien enemy can make no will. A will made under any constraint or in insolvency is free or to get rid of tracing, or sickness, or at the instance. If the judge to his friend who be seen the after insolvency, but if the testator gets will, it being no will after the will is not to be set aside. The court an os some absolute, or this point, wishing the testator to be perfectly a person agent. It is not necessary that should be found no absolute thing.
It must be his own for unbiased wills.

When can a person make a will of his real property? he cannot of real estate \( \frac{3}{4} \) 17. It is said he can at 14 if male, if female at 12, in the places it is fixed at 15 for both or 14 and again at 17.

There are reasons why 17 should be the age to make wills. Dr. Sandwich says the age by law is the same as of the civil law. We find that by civil law 14. 15 was the age for certain purposes, not a worry, which we could illustrate, that was the age for making wills. But by civil law the age for ability is fixed at 17. Dr. Cowper emphatically declares that 17 is the age for making wills, if personal property is the cause of death, is in favour of 17.

Thus an estate circumstances, in which property cannot be willed away by the person who is the appointee owner, as the mort科尔 be always belonging to this court, appurtenant owned by the husband she cannot will the cause age. So here personal property, the mean disposition of there in his life time. He cannot will this away. If he pledge that his estate must return to him, if the disposition in his life time of the estate, leaving to she can receive it.
But if none of what you saw and its state, the property immediately in the first takes from policy of law as there is no matter of having such entailations, and Lutley says that indulgence was shown only when the son of good and the good themselves were given to one for life, and men indeed are just in this. But this restriction is now disregarded, if a son be dead or will never survive the power in the agent to act for life with a will and order. If it is good, then follow the same as to bind testimony on opposite page. Lutley, p. 135.
By C.S. an estate for life with remainder could not be granted out of an estate for years. This is formed by a scheme. But it may be done by way of G.A. deviser in P. Ch. 32, 127, Code 20. Not so as create a perpetuity in P. Ch. 173. This will also apply to all kinds of property, quod destinatam. 2 Bagn. 231.1678

After your
give personal property or rather the use of it to one for life with remainder in arms as in a library of books. If it perish, in the using them, nothing left the tenant is not accountable.

Lease was. tutatis you as an old pram write the use of so many years. the court tells as the intrest would not support him that she could use the principle.

It is somewhat said that the life in an estate lodged one inventory of the property with the court and gives him to answer for the remaining that it is now determined that he need not give bonds nor does he should lodge an inventory.

It is said that you cannot create an entittance in personal property. But I do not see why the legate should not take an estate built for life of the property now given to him. The heirs of his body. there is no reason that it should resist absolutely in the first tenant. Minimum found property is held of land and cannot be a farm. But it is not that for decency is abashed at least the first accession is. One shall keep all the benefit in
It is to be assumed that he can devise any testamentary point without attestation, unless it is set in writing. Any will of his or hers does not require the same ceremonies, as if not justly so entitled, it must not less than if it could be proved that it was not the testator himself who had it written. Even if it is written in testator's hand, it is enough. As when the will begins, I. 1. 1. Thirsk at a case in Lambeth, the signature was by another, by testamentary direction - if it was his hand, if he cannot write, his mark to his name written by another is enough. C. 136. 501.

There is a question of magnitude more much discussed. The rule as laid down is that a will of personal trust must, if good to pass the former, is not only or to the will. The argument is that you are to carry into effect the intention as far as possible, but this is so very far across, argument for it is most probably that the intention to be gained from the whole and not from a point. The reason would be stronger if you show him. But then one case in which it would operate very harm to his. The rule to govern in all case is the intention of the testator.
Duty of Ex'. & Adm.

The first duty of both is to make out an inventory of all personal property, and then procure an appraisal by public auction. The Ex'. & Adm. is then to act with the Court, for the property. Not knowing at the appraisal, that for as much as possible it can be sold for. It has been said that Ex'. may take off volition at the appraisal, but it is not so. If a litigant will take at appraisal, it is my rule. If a loss occurs from negligence to the Ex'. it is liable in some way. When however he is sued, as Ex'. for debts, he is accountable only for debts.

It has been a question whether a judge of Probate ought not to reject a piece of property out of the inventory which he thinks does not belong to testament. If the judge ought not to, for it does not matter if rejected it might happen apt.

It is not only rule that Ex'. is liable only to extent of actual but in not committed for them until the amount there under than until there has been some revenue on the duty. Judge again against his tent Ex'. holds until no. 20. 22.
If C. submit to arbitration he does it at his own
risk and for the award is no defense to him un-
less he shows that the award was wrong. J. T. 290
5 T. R. 61. 671.

The liability of C. you precede
may vary every day as by continually paying
out of security funds.

It was long questioned whether
the funds of C. would go cease them. After set-
thing accounts with creditors they make a mistake, but it is now settled it would see
on B. 616. 611. A. B. 102. 8. So if they are them but they might not be liable.

After inventory and apportioned debts are to be paid which in the most
duty. No legacy is to be held until after debts
paid. C. Personal charge first. Where
inventory will meet. Then debts of recondi-
cently. Due to the thing—then debts by statute
or those contracted during last sickness is
made so by statute in most states. Must an
judge? debts. Action of course, these specially debts
contrary by hand & seat. It then simple
contract creditors. If any thing remains it is to be distributed according to law to
most of police or legacies. 5 Rob. 4 Ot. Talbot
277. 2 Vinn. 521. — If he should pay out of the
which he in liable out of his own funds.
This proof you premise is not equitable for many heart debts are not paid.

Suppose all paid but two bonds that is all of higher rank. Then, if not enough to pay both, we may pay either of the bonds and pay the other.

Suppose you are paid out all to debts of lower rank, the is personally liable until he can acquire the nature of the nature of the bonds indebted. One of the bills or bills in order to enable him to pay legacies.

3 Dec. 56, Cro Colly 315, 2 Bac. 434, 511, 15, P. 690, 2 Shev. 492, in not knowing of debts to men, men.

When it is said that she may pay which the pleas, it is supposed that no suit is lost, for if we get this, he must be paid first.

2 Dec. 31, 413.

It is questionable whether he is bound to notice debts of need as others it would be unreasonable that he should be thus bound. Judges in one state are a goes or a suit the might be forced to new from great to minor, brought to have value of bonds may voluntary without consideration is to be portioned to simple contract in. So, but is preferred to all other voluntary. This latter part of the rule is somewhat debatable. That how is known to be a voluntary bond, if it is dishonored, the calls in credit for obligations to fight it out.
in Ch. 4. by bill of the 6th. in no fact the concern with it. 1st. 19th. Nov. 5th. The Co. is not bound to judge of the consideration. It would be liable for any or either if the latter take on him to judge when in favor of the circumstances. The consideration can be required into when third persons are concerned.

It may be that Co. himself has become a bankrupt having returned offsets to pay debts not yet due. The question is who pays. He has paid the legacies. Hence is that Co. may follow offsets into a lesser hand. The doubt creditor can follow the offsets into voluntary hands where no offsets are returned to pay debts.

There is no law in Co. to a obligation of debt.

Payment of Legacies
The most duty is to pay legacies which relate only to Co. A leg comes a gift by will of personal property.

If Co. has a legacy for his own right to order him self as in case of debt. 1 Tim. 6:34 — You will require in this the legal necessity of the legacy round in Co. for the way to use it. When he spends the legal tithis
If there are debts the specific legacies can be had first, to the amount of the estate. Specific legacies are any gifts that can be found in homes. The specific legacies consist of pounds, shillings and pence.

...nothing left after debts paid but specific legacies.

It is further to be said to take one of those. To pay the debts is the duty of that to lose the whole. It is for it that if the legator has been otherwise lost as a horse ridden into lightening, the legatee must lose it. Shall speak of this question hereafter.

...specific legacies are all paid if there is not enough to pay the legacies in full. The must average.

The legatee has no business with specific legacies until he has exhausted all the other property, rights, legacy. Finally resort to them to take which the places, in the...
let the legatees have from the surviving legatees over some sum such as the division of each taking a proportional share. 1 P.M. b. 22. ch. 95.

Of Erat's chief legacy, made when there is enough but too easy, the utmost not being the amount of a to the legatees. 1 B.C. ch. 160.

There are a set of cases in which the legatees are preferred to the specific legatees.

Suppose a man give all his estate away in specific legacies and then directs so much to be paid out of the estate as a pecuniary legacy, so certain sum one of a quantity of property at a particular place. A superfetation as a change or condition upon the legacy. Ex. ch. 393.

OfMarvel of Widers legacies.

A Wider's legacy is one the right to which rests immediately in legatee or his representative, an intimation shall.

If the legatee dies before the lapsed the legacy is left to his son, as the receiving 28; 3 b. 746 Lec. 236 2 Virm. 207. 378. 521. 916. Phil. ch. 291.

Job 31:8

that reason that have attach the laws in this subject I given the legacy to the representation but it is lapse without much stile. Thus statutes on tations so the intimation seem to be meaningful.
Thus has been a decision in England that it was not the intention of testator that it should happen that the execut of a will be against it. 2 Vern 394.

A legacy may be given upon condition if that fails there is no pretence that it fails, that condition must be a reasonable one.

A legacy is given to A legacy able at a particular that is a who legacy. A web of all reasons is refused. It is a who legacy.

But there is a distinction more wise than wise. That a legacy is payable to a man at 21 it is wise, but if it is given to he a 21 he dies before, it is a hapsio legacy. This cannot be found in intention for if the testator intended so the words have said it. This rule was found by the ecclesiastical courts of both have supposed themselves, their by it, but to me those dignified or in some other serious reasons.

1 Vern 542 217 N. W. 610, B Brow Cha. 471 1 Vern 3672 2 Vern 675. Precha. 21 2 87 67 127 295 3 820.

Now a rule has obtained in favour of the heir that the legacy is can be paid in both cases if change upon real estate. This however would not hold with us for we do not take favour of the heir.
Further the distinction between real and personal property must be clear, but one's property is what one resembles, I think, the rule cannot apply. 2 PM 610

Another rule is that the words be as they will, if the legatee is to be a mere legatee, for the presumption is against that legislature intended a specific interest. 2 Vin 679. 1 Vin 661. 2 Bro Ch. 305 375. 3 Coa 379. 1 E 14th 514. 3 E 14th 523. 2 Viz 265.

Whether it be a specific or not is payable out of a fund which yields an annual income, it is a mere legacy, it fails. This is rightly read by Ely to make the general rule with which the words disagree.

The same rule is for choice of the heir has been extended to devises of land.

1 E 14th 522. 2 PM 676.

It is said that the will and testament of a legatee may enlarge the intestate residuary interest in legatee, despite the only means that if it is done so always.

Christie's Legacy. Per Ch 476.

2 Verch. 207. 521. 611. There are not uncommon, or if the legatee dies, 2 PM 612, note 1, 4 Ed.

Of the condition is unreasonable.
The constant only is noise.
the legatees. Most cases are the will refers to marriages. There was a case where the legatee was the heir at law who was not taken the legacy if the devised the will. The court said the condition was unreasonable.

A condition that legatee may never marry is void as are all general conditions so not to marry a person of a particular class. 1 Mod. 86, 1 Vinm. 20, 1 Fobs. 849, 257, 214, 329, con. v. g. in the latter.

A husband may restrain his widow from marrying unless he has children by her. The condition would be binding for he had an interest in the education of his children. If he had no children the condition would be void.

Restrictions of marriage:

Before a certain age is good, this being an is to be left to the court. The age is not settled. It might perhaps be a female to 18, but if beyond that, 20.

There is no case of restriction of marriages in a particular place. It is however be a wholesome thing. 1 Sav. 175, 1 Fobs. 240, 1 Vinm. 267, 1 Vinm. 20.
Solkap says, if the condition be not to many a particular person, or to widow or one of any particular place, it is to be performed. 1 P. 160. Ex 36. 25

1 Wint. 199
1 Edw. 30. 2
1 Nor. Ch. 55.

16. Yet there is a distinction between the legacy charged on real estate of one not for life if that is no devise over yet legacies shall beore the receiver real estate is possessed by the person.


2 Wint. 106
2 Nor. 206
This is much more reason in restraining from many
actions from al
to a very absurd than on sect of religious as
being a pestil.

When the legacy is given under condition not to mar
any without consent of a particular person it is valid
being only in tenure, unless the legacy is given
over. This law is not an act even when the parties knew nothing of
it: a rather condition.

A legacy will give
Intestate the sole star technical is part
is not regarded at all any words that can be
understood answers. As when the testator gives
his children and only grand children. If both
children at the time of making the will the grand
children would not have been born.

If a man leave a cessa of money to be divided
between his children the authority says none are
meant except those in are at the time of the
execution of the will. As we often consider
it is said distinctly that all the children which
she has at the time of his death would take.
It is true however that if the testator gave to his
children she would take. But if it was given
by a stranger to the children if I d then on
ly would she who were alive at the execution.
I think the authority mean that this Dyne 17th
Court 11r note. Pre. Cha. 470.
Property was given to be divided among the testator's relations, 'poor relations,' 'relatives of good character,' the 6th confirmed the description was general to hold, the estate to be distributed according to the statute. P. Cha. 401. Pel. Ca. 231. V. Spy. 587. V. Vent. 381.

When property has been given to be divided at the discretion of a particular person among children, the testator held the legacy good, but would not take the trust upon their trust and will restrain him from unreasonable distributions. N. Ten 21. 513. God. 272. 3 Bar.

Godolphin lays down a rule, that if a testator makes use of words in the present or future time, they show the intention. But if it is doubtful, the future is presumptuous.

It will, in words sufficiently comprehensive apply to all the estate of which testator died possessed. 1 Law 277. N. Spy. 238. He can with reason for it is easy to ascertain what he owned at the time, yet so will presume.

Suppose I. D. gives all the personal property he owns at a particular place it is said that it including all to be formed there. If your discretion be will. I conclude he contemplated all that could be done a life, the reason has been conscientiously considered.
The bequest of a particular article at a particular place is good whether it is there or not, at the time of testator's death.

At one time, it was established that if a legacy was equal or superior to the debt, it was given to a creditor who took it, that it was in satisfaction of the debt on the ground of intention. This rule however was soon opposed but instead of rejecting the rule they laid down circumstances to which, in fact, however, the rule was abandoned. It would not appear to be a common notion that it was intended for payment it is called a legacy by habit.

The first class of cases in which the rule was void was where the estate was money, the legacy entailed on it or that the rule was such that the legacy must deal to your own pecuniary. 1 P.M. 344 3 P.M. 268 note. 1 Pe. 344. 3 P.M. 611 1 Vep. 321 263

Another class of cases was where the will said "after payment of my debts," 1 D.M. 410. 1 Pe. 158. It was necessary then to hold...
Two legoes of 1,000 of 10% notes were given paying 3% per
le to the same person in the same suit; it was held that the
note to have been new. Bro. Ch. 50. But when the same
sum was given in two instruments, it was decided it was
proper that both notes intended legatea to have been new. Bro. Ch.
75, Pp. 387, 388. From this doctrine, it is said that
when two legoes of one certain sum given simultaneously to
the same person by the same instrument, the presumption shall
be against their being intended as a cumulative; otherwise
they are given by different instruments. Yet when both legoes
are given for the same cause, they shall not be cumula-
tive, whether in the same or different instruments, other-
wise when one is given generally to the other for the same
cause that many slight circumstances have been considered
sufficient to show the testator's intention either one way or the other.
1 B. & A. 4, 7th, 2 Cr. 36, 425. 1 Bro. Ch. 435.
at some sum of a legacy and of personal goods. No payable at any time. It was such clause in the will. The court held that the legacy, being illusory, was bound to provide for him. This shows the necessity to adhere to the rule. For there was no other reason of not giving it. 1 Deo, Ch. 129. 295.

During the time, some of judges held that something ought to adhere to the will which showed the intention of the testator to have his legacy. Thus to have. See Ch. 240. 2 D. 111. 355.

After this case arose.

up of a legacy, payable at the same time. No clause of pay of debt in the will, the legacy not illusory nor anything to show the testator's intention. The court holds there that the intention of the testator to apply the legacy to the debt must be explicit. So I take the rule to be that if the legacy is not applied to be in satisfaction of the debt, the creditor is legatee to have both. —

Repealed Legacy.

When the same legacy is payable given, and of the same quantity, in different words, in the same instrument, it is considered as a repetition of however given in distinct instruments both to all.
so if the ligaments are of different chains of fusing cells in the same instrument. (See note to last page)
will make. The rule go on the grounds of intention, as by a mistake or breach by the testator 1st Prov. 30:29, where the doctrine of acquiescence in a will is explained. 2 Sam. 13:18.

Sec. 526.

This is a set of cases in which a will is said to create a contract, as in cases of marriage settlement, which not having been executed the will is continued to be but a form or promise. A husband gave a note of $3,000 to his wife which the note in law was held good in eft, as the execution of a marriage settlement. In Ch. 263.

Sec. 527. Where the testator gives the estate to a legacy in his life time for double portion the court look against. P. Ch. 113

1 Viz. 95. 2 Viz. 115: 585. 340. 1 St. 234

1 Bro Ch. 905. 3 Viz. 705. 73.

Again then are another

set of cases where the same thing found to be done by the will is done in the life time of testator. These are considered as satisfaction for taint of the provision in the will. This gives a wrong intention of testator. P. Ch. 263. It acc. 1 Viz. 95 to P. Ch. 263.

Addition of Legacies

The will may affect as to to avoid the particular legacy by dishearing legacy right. An accidental distinction or alienation of the
In July 86 Lord Thurlow allowed the principal of a bond
summed up amounting to £35,000 to be a specific legate,
notwithstanding the sum was named & to be secured by
lands or wholly, by bond, bearing interest paid at
his life timer, as a dividend under the bankrupt of the
obligor. 2 B. & C. 108.

"Notwithstanding in a subsequent act of the latter dat-
ted + enjoining" the price £41, 16s. 8d. Court 7 Jan-
uary 1788. 22 April.
I may or may not be an assignee of the legacy.

Suppose a bond agreed to be punctuated by 30th to 2d B. afterwards 3d. pay to wh. if you cannot account for taking our of the legacy, go in on the ground that I am intended to make the legacy, it would be an adjudication. Herein the testator collects it by law without a statute necessity it is an abolition that he is obliged to accept it when offered.

If a ship is burnt down he then testator finds up another in the same place, the legacy is good.

These questions as to admission are sometimes necessary. 3 Bae 470. Law. 205. 2 Kim 331. 661. C. Bro. Ch. 609. Stat. 381. 1 Eq. 6a. 183. 302. Refer 39.

So it is laid down that if the particular thing is lost, yes or 228-8, if a matter of necessity it is not an admission. 1 Mod 378. 2 P. W. 318. 164. Am. 201. 1 Eq. 69. 359. Ref. 35. 2 Eq. 625.

When a man give his advices to a wife and afterwards gives it to him as a marriage portion it was subject to an adjudication.

When there is a legacy of property at a particular place it is a great question whether the goods must be then
at the time of testator's death to give effect to the legacy. The authorities are contradictory, directly. The testator could not certainly refer to the property three years after. It seems to me that you must consider it as an entire demand for the legacy, or so as to give legatee the value of property then at the time of the execution of the will. This latter method appears to me the correct one. For this is the rule of the words he or specific legatee.

Can we, testator, receive all the property he had in a certain ship bound homeward laden. The ship arrived at the goods taken out before testator death the goods to give the value of the goods.

Ref 39, 1 Ves 273. This follows intention precisely, so if any thing was a remnant which was in the ship at the time of testator's death the legatee would take nothing.

Stating & Refunding Legacies.

In Es is more obliged to pay any legacy until legatee gives security to refund if estate should afterwards afford for these are no statute of limitations in Es 24 & 26 Eliz. 7 Eliz. 258. 2 VERN. 206. And it is said that if such security is not given legatee is not compellible to refund.
It is laid down that if a Legatee should have a legacy without such security, the Legatee cannot be compelled to refund the same unless it appears that the case does not warrant this. All it means is that the Legatee cannot compel the Legatee to give bond. If he does not, he has no right to the Legacy. For if a Legacy was thus paid or the supposed debt, there were debts remaining unpaid, it certainly ought to be recovered in an act of money paid, as paid by mistake. 1 Vern. 94, 160. 2 Vern. 205. Ch. 145. 2 Vern. 360. 2 Ves. 173. 2 Ves. 19. 210.

It is a rule that a creditor may come upon the estate of his debtor in the hands of a Legatee by a bill in Ch. 4 in case the Executor is insolvent, but not otherwise. But why not otherwise? The only reason is that he has his remedy at law. e.g. Ex. In any case, then when the creditor cannot get the money out of the Legatee, the Legatee, for good reason, is entitled to the money. Legatee is not.

Suppose that for any reason the money cannot be recovered of Ex. as when he has paid a legacy under a lease of a sort of ch. 4, or any other reason, he may go to Legatee for in the case instances there is no effective remedy, e.g. Executor.
Ex. not intending wrong must still be accountable out of his own heart.
It is said but may not. Ex 27 them Ex no legate but Ex. He cannot recover of Ex nor the Ex of legatee for the legacy was paid into a account of Ch. 2, V. 193. 1 Vm 92. 2 Vm. 205.

2 Vmt. 358.

There have been determined thatLegacy
preemining to Ex must abide as well as the rest.
For preemining legates abide in proportion Ex. and are neither
1 Vm. 31, i.e. Elz. 467.

Suppose all estate had and all preemining legates
but one. If there is a deficiency this legate
has an act of Ex. Who has more no provision of preemining
It is a correct prin
ciple that one preemining legatee is as much
entitled as another. It suppose in this case
Ex inviolable so that remedy against him was
be ineffectual. If there is no hand to refund
the only possible way to preserve the law
entitle is to entitle this legatee to come upon
the other preemining legatees. If the case
would be still stronger if the former legatee
had been under a lien. Cha. Ca. 136. 2 48. 2 Vmt. 360

Ex must see others had first claim though
the legatee have got the asset it must come
out of them.
It may be known by a length of time that raises or
disremption of payment.
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Payment of Legacies

When the legatee is an adult it is to be paid to him.

A legacy is not barred by statute of limitations [13].

Case: when the legatee deceives

When such have questions appointed by law
If the father is living. But it is not to be paid to him. If the father gives no bond he may apply to the court to get an order to pay to the father. If he does not get such order, he may be liable to pay it again.

This was a hard case in Blackstone. If the father of a very large legacy in London + £100 was obliged to pay it over again.

P.W. 18. 5 Co. 29. 18. Eq. Co. 48. 30 C.

If a legacy is given to the wife, it is to be paid to her husband unless it is given for her separate use when it is not to be paid to the husband. There is a case where a wife gave a note for the legacy which was not given for her separate use so she had to pay it over. The wife was living at the time. The rule is that a husband is entitled to all legacies left to the wife. The case is for...
This term is often prolonged.

When a legacy is given charged in lands or money in the
funds which yield an immediate profit & then
in no case of interest mentioned the legacy shall
come into effect from natural death. Where
it is charged in personal estate which cannot
be immediately got in. See 20q. 2 P. 137 26.
For these without joining with the wife. And this case depends upon the entirely of agreement by which they had agreed to be separate 2 V車m 1261. Eph. 96. the kingdom joining to their select. So when husband and wife are divorced on reason of the the husband has still the same title of the divorce had been a vincula. She alone would have had the title. 12 Mod. 391 2 V車m 159. CoE 649. 98. 910. Mem. 655.

Where are legacies to be paid?
If testator has appointed the time it must be paid then if not thus appointed, the legal time is one year being the time for settlement of estate. 2 Hale 405 2 Benson Ch. 10. 1 P.W. 698. 2 ib. 88.

If legatee dies before time of pay then must be paid to his representative at the same time it was have been paid to him. 2 V車m 51. 199. 283

When the legacy is to be paid the general rule is that it is to pay interest from the one of the first years if the time is necessarily prolonged then it is cast from that time.
If however legacy is an adult he does not make a demand within one, in the time that is only to be paid from the demands. Here you have a difference from what which carry interest from the time they become due. Def. 104, whether demanded or not.

This rule does not apply to minors for they have interest without demands from the time the legacy becomes due. P. C. 161. Ch. 209.

It has been a disputable question whether a legacy carries interest from the day of part commencement by testator whether demanded or not. I think the better authority is that interest is only payable from demand. For legate is bound to go for it as in other cases of legacies 1 Co. 415. P. C. Ch. 11 161.

As to provision made for children there is something different from all this. Suppose legacy given payable to a child at 21. It being a provision made for his support the court said the interest was to be paid from the first year & 6½ months & no doubt would go still further & say the interest should be paid annually. 1 Co. Ab. 301 2 Co. 329. 3 3FFK 101.
Recovery of Legacies

Legacies are to be recovered according to the laws of each state. In Eng., a bill is filed in Co., & only then do I believe, they are recoverable before C. L. courts.

Private courts are subject to be applied to — I suppose lot of equity would have concurrent jurisdiction in the event of someone being trustee, 2 Shaw. 55.

There are cases in which legacies are recoverable everywhere in the C. L. courts as where a legacy is charged personally, when a legatee or devisee. If upon land, whoever has the land is recoverable, who is the true tenant. 2 R. C. 937 5 T. R. 690 4 T. R. 667 1 Sim. 546 100. 1 Med. 123.

Reversionary Legacies.

Wherever a reversionary legatee is appointed, it is the settling to the exclusion of all others. If there is a major legacy he takes it, but not so if it was charged upon the land in favour of the heir. But we have no such favour in the law — this rule does not apply to us. It would be adopting foreign law.
without that reason the principle origi
ated in feudal customs of which we should know
nothing.

Suppose residuary legatee dies before all
debts be paid t it was not known how much
the residuum would amount to. The ques-
tion was whether the residuum went to his
representation. The 5th sec. t I think cor-
mctly that the same whatever it was ver-
ted in the legatees at the death of testator.

4th sec. 52

So if E45 who was entitled to it
the rule was the same.

As the residuary legatee
is interested in the estate, he may file a bill
for E45 to recover whether he has not paid
with the property unexempt only or subject to
inventory something 5 13ac. 434, Palm. 209.

E45 is cut off from the residuum if he has
a leguey 1 Vern 475. 1 B. N. 9, 550. 3 ib 410 in
which case he may deduct according to the statute, the
rule however that E45 shall take the residue must prevail
unless this is an inevitable inference to the contrary.
A particular testamentary disposition or a present mode of some specific thing by a person in contemplation of death. C. L. 1579 nothing else with it. If sever success the sound takes nothing.

The legal title rests in the seer & does not require the intervention of E. It is good if the one agent is enough to pay duty. But if there are not it is void. In this instance E. is none for that, the clause holds against all other volunteers.

To constitute the gift a good one it must be personal habitation or something equivalent to it. as so many dollars so they can be identified. But not so many pounds be out of the estate for the article must be identified. it will immediately li be defeated if donor recovers. Pr. Cha. 267, 1603. 466. 421. 1601. 387. 2 Viz. 431. b. 289. in the case last cited is the whole law in this subject.

It has been much questioned whether a close interest equally represents an estoppel. C. L. 1579. C. 1579. C. L. 1579. C. L. 1579. C. L. 1579. if it was not the clause was no doubt appropriate. but for not appropriable it is given how and it was re-
Action by £ against Executor.

1st of actions by £.

Then an case when the testator
or intestate might sue when £ or ££ may
not & so when £ may be sued
where testator or intestate might.

Gen. rule that £, £, or £ are liable for the con-
tracts but not for the torts, but it is
not universal. It was true that at L. the Ex. was not liable for tort.

The rule of it now is, if the tort concern a thing which the question arises was beneficial to the tenant, he would be liable, but if it was not beneficial he would not be liable. You are not to inquire whether the landlord was injured by the breach, but whether secures it was beneficial.

Any action would lie in any of these cases, but by the 4 Ed. 3. it was settled that an action would lie for cutting heavy timber, and the provision was intended by the equity of the statute.

We should think that an action should lie if the wood was cut by the owner, 2 B. & C. 489. 5 Ed. 5. 1 Com. 241 1 Vent. 31.

It seems then that an action may be laid for a tort, but the action must rest on some other tort, it is an action on the case stating the whole facts of the covering the whole forest, & then raising an action by 6 Ed. 3. 20. Co. 372. 35. PA 549. 2 H. Mod. 200. 1 Stalk. 314. 2 Kay. 771. 1502
at C1. when a personal act was lost by a man he should sue the state words statute 1 the 24 must bring a new action when the action survives that by a state statute in one which is expressed in the statute book that I have seen such action do not statutes if of such a kind as would survive but if it does not survive it statute a statute of stand be statute but of time does not statute because E claims continue as well as he could commence another. The E.B. enter his name in the name of the latter being getting the latter event to proceed with the suit.

And if such a

suit. Biff gets the same continued and get a well of cases to call in Biff E.B. to show some why judge should not be mindful.

The is one can omitted by all the statutes which I will mention to you. And just an act. eg. F.A. and after that accumulation of court. It is discovered that E.B. does a good case. E.B. will not if have a well of cases because it is against his interest and the case of D.B. Executor is admitted.

Judge had a case of this kind.
If money had been paid, the action running both for and against the executor.

9 Co. 87.
Dotes. 168.
6 Eig. 500. 377.

The only question is whether the executor could have brought the action originally.
There are a few entries that do not remain

The rule of the contract is of such a nature that no consideration refers to him from you to the party, even in consequence of the first instance growing out of the act, as when a ship is employed or an estate to be
lost or ruin. A sailors he, the action does not survive ag a theft of the ship
for an escape.

Ex. my own in his own name if he sells goods or property is taken out of his possession.

So Eq. is obliged to take advantage of the statute of limitations, the decision one that he is not for it is not to be presumed that tainta would not have taken advantage of it.

If Eq. thinks

the demand or part one he may suffer going to go my assist him, without liability for constant. 1 Thess 5:24

377

Is the Eq. obliged to swaller himself of the statute of usury? the authority differ. The Eq. duty requires him to be come one, but I do not think they would say that Eq. did wrong if after usury stuck out he paid the just debt.

It is stated on me
of the book, that E\. must take every legal advantage. I do not think so; it would
like an honest man it is enough, but
I do not think E\. justifies in hanging
consequences.

When E\. win an E\. he is
not answerable for cost of the party by Ch.
but in his own name he is. 5 T Rep. 232
7 T Rep. 359 2 T Rep. 128 1 Sow. 57 2 Blio.
Bar. Cr. 530. So it is advantageous to win an E\\n
So if promise is made to E\. to pay
a debt due to E\. at a certain time he may
secure it. 7 T Rep. 487.

2 Bar. 416. You will find
the C.L. rule as to costs by Ch. no cost were
allowed in any case but by Stip. C.L. costs were allowed a\. all receipts to C.L.
who were not included. Our ancestors
made a statute making them liable to
there is no reason why they should not
be made liable.

An E\. is not liable to be
asserted by C.L. A question arose whether if you
show what the C.L. is your opponent is not
bound to show the statute that abrogates it. If
decided on 682 1 Vent. 92 relating to the law of
assistance while on the E\. in prison fees or fees generally
Mino 9 41. 181.
What those things are from whence effects arise in
the hands of

The guilty will in that personal
property goes into his hands to be spent to pay debts,
real into the hands of the heir to pay
particular debts, such as rent. Especially
especially,动作 are not obliged to go to the
heir, if they do, they make the other creditor to the heir.

These are certain species of personal property
that go to the heir and personal debts that go
in a pack go to the heir, but if
domesticated go to the
so fish in a pond, so pigeon in a pigeon house go to the heir.

Rents of land seem
to be personal property, that it goes to the heir;
that is that which accrues after the heir's death.
It is real property I go to the heir, if land
had been sold the proceeds money would go
to the heir.

Grain growing on the land which the
guilt, will in real property as it adheres
to the land, goes to the heir as personal property.

For the life of another does not go
everywhere by C.H. to that of C.H. it goes to the
Edicta. these are some such statutes in U.S.
A Court cannot make common law to apply to the case
which regards as any other reason.
The law as it stands makes no difference from what it is now as to fixtures, for all property affixed has now ceased.

But the rule is now reversed, for whatever is affixed to the personal without materially injuring the personal property as a tool or instrument for carrying on a trade.

Sha. 1147, 2 B. & C. 214, 3 Elth. 13.

At term for years is always personal property it goes to the

yet if the rent paid for it is personal property, as, where it was after it expired both for years - the rent must be assessed annually to the inventory Co. 81. 112.

Real adverse

Suppose A. Hallen a farm for 10
till holds the possession this is real estate in the hands of the heir.

Equity of reversion and real property 1 El. 4 have more than equitable estate

Suppose the latter was mortgaged, that mortgage belongs to the

if for enclosing, as he gets the money if mortgagee must pay the reversionary money to the E. If mortgage is foreclosed the heir cannot have the lands without paying the debt, if E. may sell it to raise it
Whose deponent if it was not himself to depose a party of his debt on requiery is not in the fiction for he has only interest.
it is personal property. The lien has only the nominal title, 1 Vin. 478.

The first kind of bond for malice on the clothed blessing of the widow. Then are men liable. But the second class as jewels are liable only however on deficiency of spirit to pay debt.

**Admiralty Bonds.**

Every man when appointed at your orders faithfully to do his duty. He is never bound until there is danger; when they exact them. I Prov. 779. Cant. 26. 1 Sam. 29.

That an infant cannot give bond, he cannot be bound. There are no difficulties when one requires an infant to give bonds, for if of age to give bond, he is old enough to give bond, and the bond is not effective to the same extent. The bond is conditional to faithfully administer. From proof of a debt it is no breach. If it is sometimes laid down that no debt exists it is no proof. But it would be when there is a valid act in writing. So if the deed is not substitutive go to the court and complain it is known as for future. If the deed unto inventory correctly or merely
a false account to the it. it is a forfeiture
the bond is taken in the name of the court
of the recovery in his name. he is obliged
to set an injured party have the bond for
security given and to make out for the judge.

Section 11.

Section 11. Any negligence or misconduct in
the court or acting thereof more of that in any
pour and the judge. is against his private prop-
erty. Allowance is made for misjudging but
not for negligence.

The Remedy. If E does not
pay the duties on he ought to you bring a suit of
him as E on you the suit is rendered aga-
the property of defendant in his homes. If E pay
or turn out property all is well as you may buy
upon property when you fail it. but none of the
things happen. If E renews that no property
is to be found E will not pay. You then
get a decree facias on this part. if you put an
E ag E him the bond sufficient for the debt
not being done administrably or any other de-
fer on and now he can plead nothing that
he could have pled before. it must be some-
thing that has happened since. If he has
Flash no split in the first can judge, is marked at
after grounds accedent. Here will be no 
for a see facias until after the come.

There is no defense against a see facias un-
less the fault has been since fact.

Remedy for devastavit. The bible is
are liable to their suits yet only one is
able for devastavit he who committed it.

The common form is: to bring an action
ag. E. in common form. The whole place

The estate which does not no hurt if he
is not to blame. But no see facias can
spare credit on the faulting of a devastavit.

The E. is joint to the iff is wast

The it is not necessary fault be
only returns no goods than a see facias

Upon suggesting the devastavit. Ex. discover

destavavit I then it great trial, if that
is found to be one on page 4 of book heinis

Cet. 62:5 17. Cet. 84:1 10. 5 32.

Here is a practice of this kind in some states.

West places where shall be if the
he is devastavit alloving of them but found his plea in court

Upon the etc. this applies to the bottom of phrasing in the words.
Powers of repealing an act

It was formerly held that a judge could not imprison one, but that is not now: 1 Com. 263. 1729. 684

Ch. 2. § 25

If at all had been obtained by fraud, mistake or some other ground, but that was no

will it would be retained, or where it had been granted to one not legally entitled. This

is a matter of discretion with the court, and, where it had been granted intentionally

Low. 18. 67. 2 Boc. 810. 1 Com. 263. 1 Salt. 30

& 66. 1 Vent. 68

In this case you will see cases of

grant upon false suggestion, &c. where the will was not the last one. 1 BL. 293. 378. 8 H. 911. 1 Com. 263. or a will discovered after

Admit me again.

Note sometimes from things that happened

afterwards an act becoming a lunatic.


Low. 66. where the estate should have been settled

might have been a lunatic. & at a grants,

afterwards he recovers the act. might be sued.

It is said that an appointment of a second where the former.

I do not see how Law 64. 460. Low. 19. 684.
(4) But it was wise of Smith, and the army in the war.
The consequences of repealing an act on the subject there are several questions not yet settled. If the object of the act is that it is granted to a {-} by person or after the act has become an act the court speaks the act all the subsequent acts of the act are good as a sale of goods to pay debts or a residue of a debt. Then all lawful acts can to stand and vote be enforced if he was not committed he might claim his own debt. This goes upon the premises that the grant was not void but available only. 1 Cor. 264 Lev. 55. Cor. 630. 1 Cor. 18. 2 Cor. 682.

The thing to act which are right that are all sanctioned out of the acts were wrong and advisable. If the first 24 was a good one the acts would bind as if in giving away bastard goods it was to be good for he had a right to do this. He might because were class liable in amount thus be done would hold that if the act was granted by mistake the act would be entirely void because he could the end in whatever being set aside. Case Pet was made by a second will, the Camp was made 26 now before last will proved. Pet acts which were lawful were binding. But his wrongfull acts not for the above reason that he could not be sued. He Camp could not see for the gift was good only the giver who was in the place of Pet.
You will observe that I have mentioned the case of the appointment + then set aside by the court.

But suppose an appeal taken out to the higher court, now it is said that the

improper acts of the first act are

sitting now. If so then if a decision be paid a order to him the must pay it

again. What is the reason in this

case. In化进程 acting under the sunder

ity of the court. The reason is the otherwise

the difference is that the same court only

rectifies a mistake, that when by appeal

it is appealed the appointment is restored

used. I confess I do not see the reason

ing and I consider the rule laid down a

incorrect. At first I thought that it applied

only to the acts done between the con

firmation by the abating court and

as which upon an issue that it was held as

everywhere with

this. You will find that if such act had the

tended judge against me the judge might

hear an another question. But suppose he

had held it over + then the other court

had called again the judge must have it on

again that he might come back to first
But this rule appears to me unanswerable to claim the debtor about in this manner who has power to act who had legal authority. Evidently when one acts in fraud all acts done under it are void. I T. & J. 149 1 Mod. 62 10 Mod. 21 389 2 B. & C. 414 1 Salt. 38.

A case of an appeal when an act was granted upon a forged will it was done on many oaths the court decided that all lawful acts done by just be were good the refusal being upon a citation S. T. Rep. 125.

It is said that all the cases of good appeal by the same court were cases of actual fraud and it is continued that if there had been a will made and that made by the court all acts done under it would be void. Because it is said that when a will can be granted to one in case of intestacy many great lawyers say that the O. has jurisdiction over dead men's estates and that when a grant is made immediately if no will appears 1 Show. 211 1 Corn. 238 264 2 Lew. 183 1 Vint. 303 3 T. & R. 130 1 Lew. 27 177 1 Salt. 27 C. & Ray. 1210.

And again the O. has granted a bill when a will was discovered and the act was repeated. Now the question is an
the intermediate court. Some say yes because
the 6th had no jurisdiction. But Bullen
meanly said yes. 3 T. R. 190. 1 T. R. 158.
2 d. 90. Com. R. 152. The case of two
wills is the same.

When the county seat and his own apportionment. All are thirty acres
and he is liable to the rightful A. D.
2 S. 137. 41st section of all effects.

But it is laid down that his
benefit acts before finding the estate
are good.

The only great question is whether the
act is void or voidable.

If the county is all
void the A. D. must be one 8½ in his own
wrong & where such act made any act go
in mitigation of damages. 2 S. B. 411
1 Com. 264. 1 Vent. 3669. Plow. 279.

It is laid
down that when the act is used void a
creditor must pay his debt over again.
5 T. R. 190. 1. Bullen contends that
whether the act is rendered by citation or
appeal, lawful acts are binding and
their use authorizes to warrants. These
singleчиния 183 be 198. 21 183 411
it is deemed that pay? 2 85. As fact is go
Differences between Eng. & Americans Law.

In many points our law as its obtains in many states differs from the Eng.

By Eng law the former is only the only fund to pay debt. The latter and personal constitute a fund to pay debt, which is the in it. However, the personal fund is every when I believe a prior fund. This is termed to money. But that is not the same necessity here as in Eng. and so it is often against that the real shall pay the debt.

But if the personal will not pay the debt, let the estate have power to sell so much of the real as will pay the debt or make up the deficiency. If all does not pay in full then must bear average. In such cases there is a law of limitation for exhibition of debt, and the average is struck at the end of the time.

If the estate is represented in committee, then our appointed to examine the account. Whet they reject it gone forward but if & show, he may concur what they allow, but the average is struck. If & accounts there is a new
average struck. If there is now estate discovered a new inventory is to be made and after assets are ascertained who are at first first made equal to the former average a ce{t} and then a new general average is struck.

By the law of several states there are no such in debts, executors debts to the public, after that the estate are equitable.

When a new discovery is made Ex. must be required to inventory if he will not you sue the bond, I when you recover the court set out your costs then divide out to all debtors.

In U.S. Ex. cannot plead them due.indeed; when it takes all to pay public debts. If the estate is insolvent Ex. pleads the circumstances.

But when an average. if the estate is insolvent. then cannot be seen Ex. in his own way the state knows nothing of it. you would be C. to recover the whole ex. denied unto.

So I do not see how you can sue for dividends, for the same reason the action must be on the bond.
In Eng. if the town Clerk wants to lay curta on it, not to be sold unless the premises is first exahm. till. our courts say that he lands put to be sold to secure the personal property and say that was I by their intention directly contrary to the Eng construction.

Duty of executors after death

Distribution

These being now void. I shall give you the rule of the test of How to determine if personal property which is the foundation of all kinds of distribution in Eng.

Terms used in that test are so to be interpreted when used in one state as they were in the Eng. context.

Stat. 22 & 23 Ed. 3 provides the whole an intestate leaves no children or not children. one third to each of children. one third after pay of debts goes to him as heir property the other 2/3 goes to the children in their legal use. the word children means issue all in the descending line. if the word is so used in our state I mean the same thing if issue is used. We will that the subject as if there were no misses if there were none. the whole goes to the children. to this up. The turn of
mean children of children... The children
take equally: if one of them were dead
his children would have father part, too
if the other one were dead. But if all
the children were dead the grandchildren
take for capita: and not as before for
similar. in this case each has own equal
share. There is no difference in to make
it for all, and therefore a child both with
the same. 1 Vp. 156. 2 Burn. Sec. 365.
2 edth. 115 1 Vp. 85.

That the distribution is
sometimes paternal 1 sometimes per capita,
are. 2 Burn. 365 Nov. 74.

Representation in the
descending line proceed one to the next.
1 P.M. 27. and ascending relations are always post-
poned to the descending ones.

In some parts of our
country the distribution has been per stripe, whereas
were in equal degree, as, where all descendents
living were grand children, but it appears to
me wrong. For the same term should receive
the same content. 2 Vp. 215. 5 P.M. 50. 1 P.M. 595
1 edth. 265.

The statute of 1 Vp. was made precisely after
the statute of ch & all technical 1800 or 1 were avoided.
that if there are no children, often debts
and the wife takes half of them the other half. The only question then
is who are most of him. And all those
of most of him, whether of whole or half
blood, whether on the part of the father
or mother, or whether male or female take equal
shares, when of equal degree: V. 2 ViII. 124. 1 P. M. 33. 2 V. 284. 16th 484

The degree of him

is determined by the civil law rule, count from
intestate to common stock. Then down to the
person whose degree of him you would have.
1 V. 334. 1 P. M. 51. 41. 2 V. 294. 2 836. 510. to 515
2 V. 395. Lev. 78. Co. 2. 23. 24. and note. P. c. 527. 16th 434

Then that you will have no dif-

ficulty if all most of him can take. But the

statute says the most of him. And then legal repre-

sentative can take. By representation you

are to understand that the children can take

what their parent would have taken. So if

had brothers, brothers, children. They divide for their

but if only sisters and uncles, and aunts, they take the.

2 V. 215. 3 P. M. 52. 1 P. M. 59. 1 4th 255. 2 V. 213
1. 9th 52. to make. and this plant both two last months.
So the grand-father would take a share with the mother & never succeed & want it.

This statute also provides that representation shall not extend without beyond brother & sister, children. You are not to understand that they are never to take, i.e. the grandparents of brother & sister, as next of kin, for they can if all nearer relations are dead, but they are never to take by representation. [P.W. 275]

The construction of this statute is that none are to take by representation beyond the third degree. So that an uncle and an uncle's children are not to take together, the uncle would exclude his nephews & nieces. [P.W. 575 2 Tim. 233. 1 Tim. 1:18. 2 Tim. 1:13 1 Tim. 5:21]

This is tantamount to a single act upon the third re. The King's book. It is this. The brother's brother and the great-grandfather, according to principle are to share together. Being in the second degree 1st of such & ascents re. nephews twice, in the third 3rd so on. representation drawing up children to the place of their parent.

On. 1 Tim. 5:21 2 Tim. 1:18. 5:21. [P.W. 575]

Grandfather &

brothers an equally in the second degree and the
care declared brother to be preferred to the grand
father. Dr. Sandwith says that it is how if he
means that it is best to be so I agree with him
that it is manifestly against the statute.
He was influenced probably by the common
law as is Acts. 17th Ch. 72: 1 26. 316. 448

The statute of 17th Ch. 72: 1 26. 316. 448
acts, that the mother,
to take equally with the brother, sister, and
not as she would under the state of law by
which she would have taken the whole inves-
tion of the brother, sister, if the father,
were dead. Indeed she is placed in all rights
in the place of a brother or sister, as she takes
up the stock so as to make the children
of brother, sister, take by representation and
redeems the uncle, 2 26. 316. 16th. 458

But if she is in the second
degree, will not the grand father take with
her? to prevent this you must not go to the
decision of Dr. Sandwith. The truth is that
she is in the first, and will prevent any but
go to the grand father.

If there are no relations
in Eng. the property goes to the king. But we have
no such character in the U.S. Many of the
States have provided by state for such an ef-
The above is an act of the wife if not collected during her lifetime belong to her and if she dies in the life of the husband and by the state of Ch. 372, sec. 3. He was considered as the rightful act and by state of Ch. 141, he was obliged to contribute to her estate of mine. As to the 29th Ch. relieved him from the necessity of accounting after death. The makes an important question in Md. and some of the states of 29 Ch. is not adopted in such the residence is to be contributed. 2 Ch. 17, 1 Ch. 106. 1 T. M. 38, 3 Ch. 52, 5.

It follows that when the 28 + 30 Ch. is used, the husband must contribute according to decision made between the pages of these two acts.

The distribution shall amount entirely in the form intituled to it. C. Chancellor says I can on the child in words so man as in the 2 Ch. 710 2 Ch. 118. 1 T. M. 52, 3.

It appears that a dis
tinction was taken between the different condition of a child in a man on mine, a being un
more or not. But we have nothing of it.

Previous to the Stat of Ia. the father big
over the mother took the whole while he was
alive it would or, we no purpose to give it
to him. A Common Co. law. 349. lot. 71

Points in which we differ from the Stat of Charles
In all States when the ascending line is the same as by Stat of Chi. in ascending 1 collateral
this is the difference that if a child dies un-
marrıed. it goes to brother, sisters & mother take
nothing.

In Vermont this is the same difference
as in Ct Hempshin. 1 in the collateral line
mother takes. children parents. Illegitimate
may inherit on the part of the brother 1
if a mother is only a woman & own his
children to be his the child is in all intents & purposes
legitimate.

In Mass. the ascending line is the same only
the Stat. but in the collateral line those un
married who claim they the main ancestor
are the nephews & nieces are prefered to uncle & aunt.

In Rhode island there is no difference from the Stat of
Charles
In Conn. the ascending line is the same. Brothers & sisters are presumed to parents, and those of the whole to those of the half blood, so it only affects those of equal degree.

In New York & at barony & elsewhere there is no difference in respect of personal property.

In Pennsylvania there is no difference in the descending line. But much in the ascending & collateral line. If the estate came by the mother it does not go to the father. If of the mother, who shall take the whole to include the brothers, no difference to whole or half blood. But the right of representation continuing on or in lineal — If no brother or their representation, the estate goes to the next of kin & their legal representation.

Delaware as to personal property I am not informed as to their laws of descent. The case is the same with Virginia & North Carolina, Georgia, Kentucky. I am all at one & the descending line is the same with the statute of Ch., but our difference is if a man marries a woman who has a bastard & acknowledges the child to be his, the child is legitimate. If there is no father, no child or great child or brother or sister or child of brother or sister the union
In the collateral line, the representative right goes on at conjunction among brothers & sisters children, but in no other case.

Also, lineal ancestors are posterior to the collateral relatives, except father & mother who take as under the same of CM. Again, the posthumous children of lineals take but not those of collateral; under the same of CM. both take.

Ohio. The rule is the same as it is in Con. Brothers & sisters of the whole blood are preferred to parents and to brothers and sisters of the half blood, & so of grand parents. And those of the whole blood in what ever degree of lineal, are preferred to the half of the same degree.

G. Carolina. This is the first state that differs in the descending line from the statute. The grandchildren do not take for capitis but by status, when of equal degree.

If there be brothers to a father, the brothers to inherit with the father just as they do with the mother under the statute of France.

There is a difference in this, too. When the
is a will maker to children born after and the
after borne children shall have a share when all had been vested away.

Where there is no issue or survivor the a preceding line or brother or sister or their children, the widow then takes.

This thing is included not so down attaining the testa, as in the other states.

If there are brother or sister of the whole or half blood, the whole are preferred to the half blood, and the children of brothers or of the whole blood take equally with the brothers of the half blood.

When brothers or an all dead leaving children, then children take for times that
for eacta.

Prue one certain rule, apply in some states in con
not. Maryland, Pennsylvania in Maryland.

There are no state or this is Vermont, or New York. et. survey these eastern laws established it.

In N Carolina courts, by the common
lend and not by the civil, this is by stat.
In the collateral line representation entailed only to the 3rd degree. Majo. A. Hempel, 2d. Co. in Pennsylvania, Capt. Maryland. I send it to all the descendants of unfurcating but not to other Collaterals. In Delaware it is vested in case of all collateral to the fourth degree. In all others it descends to the children of brother & then the composition is by the C.S.

There state when the half blood in
hunt equally with the whole or North, Calif.,
and Hampshire, N.Y., R.N., Rhode Island, N.
Jersey, Maryland, N. Carolina.
In Virginia the half in hunt with the whole
but only takes half a portion. The 3d Cousin
the half blood is partitioned & the offspring
of the whole takes as much as a brother of
the half blood.

Advancements.
If a child has an advancement (by that of Ch. &
that fruit is kind by the statute) during his
life time. We must bring this state into bet. &
to be entitled to distribution. By Eng. law that
was considered as part of the fathers estate but
most of the states have provided that the child
shall keep that fruit. I allow for it. Nothing
But wise statesmen declare, the expense of a liberal education is an advancement if freely charged on the public funds.
but what comes from the father is an advancement or estate from the mother or grandfather.

It is not every thing that constitutes an advancement.

Whatever is given by way of marriage settlement or to set a child up in the world is advancement, but what is retained for maintenance, or spending away or even a liberal education it is not.

The value of the estate at the time taken is to be the value in the inventory. The laws of different states alter the Esquire. In Map the value is to be considered in the father books.

It has been contended that if a legacy be given in a will it is to be considered as an advancement, but the court says not, for for that purpose it must have been given in the father lifetime.