(+) Denotes an addition to the extract.

(+) Used to designate a note.

(88) The beginning of a new section.

These lines between sections signify that the two sections ought to be omitted.
Title to things

Real

by

Devise

In two books.

Book 1st

Transcribed by Geo. T. Newman July 1878
Title to Things Real by Purchase

For Real Estate, Occupancy, Possession, and Title

As for Alienation by Mortes de Divers., By

Special Custom. 1686. 314. 315.

Of Purchase by

D. M. S. C.

A Title what? Long 1. 2.

The right of dominion existed among the
Ancient Laws.

The right of dominion existed among the
Anglo-Saxons; that was established on the intrinsece
of the feudal law; it being inconsistent with the
policy of feudal	law. 1726. 57. 58. 60. 1. 11.

The right of dominion, however, in some parts
of England, the Local Customs, or the Chronologies, granted
for the Convenience of diverse Acts, 1576. 77. 78. (1611. 37. 37.)
1626. 13. 14. 15. 1. 2. 3. 4.

[additional content not clearly visible]
Terms for years, tithe, and interest generally
were not affected by this particular in the
federal courts being executed to 1792. The
Act of 1792 a few years after this
date was not acted on in the U.S. The date
of 1795. 4142 375. 57 285 30.

The suspension of this act continues for
several years. The Act of 1792 is to the
sixth part of the 1st & 3rd. And the suspension was
ruled by the supreme court — a dozen of the
villages of Clarke, Alford, and the Remnants.

268 375. 40 575. 40 175. 97 285 30.

The act was opposed by the State of
New York, which transferred the legal division
in the town. Thus continued for years, but
this is where they were destroyed by the Act of
New York. 265 40 265 40 265 40 175.

142 375. 57 285 30.

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New York, which transferred the legal division
in the town. Thus continued for years, but
this is where they were destroyed by the Act of
New York. 265 40 265 40 265 40 175.

142 375. 57 285 30.

Lease, decay, and interest, 30. In the
1st case, it is in favor of the opinion that
the lease, by the right of the holder, in decades,
by decades. And that was explained by the Act.
165 375. 57 285 30.

The State of New York and the State
Title by Devise.

all English Tenures, created by copyhold, being connected into tenure; by Stat. 12 Geo. 3, c. 21, the lands, copyhold, by copyhold, are divisible. Per 22. Edw. 2d 37a. 27. 17.

Stat. 77, 78, 11.

Further regulations were made, as to the mode of mutation, written, by the Stat. of Ireland 1799, c. 24, (of which part 1) there prescribes - a

cessions, a declaration of ipso dividing certain.

The Stat. authorizes devises, restricted to the 72-74 Geo. 3, except that it excludes the

Framing further, (Stat. 82.) - It leaves a

Stat., similar to the clause respecting devises in the Stat. of Ireland (but for 27/30 mins) - Only

Constitutional division to those states are generally are not.
Indeed it was held of necessity, that the
writing 

should be made or indited by Divisors
writing, and that by an 

attorney, in presence

of the scrivener by himself. The 

whether it were to him, was good (Ecc. 31, 1). 71.

But these two last opinions were

been overruled. 1 Chron. 26, 8, 8. 2 Krs. 19. 10. 10. 

2 Krs. 845. 1 Chron 113

And it was held, that the 

price

must be indited, wherein 

writing must be made. And, when our 

right times to the scrivener to the scrivener 

when condition, I think, the condition was 

written, before died, that we are not sure. 2 Thess. 

25, 7. Dec. 12. 3 Cor. 31, 31. 1 Thes. 12.
Of Interests & Estates not Devisable

Family holden, but contingent interests, resting merely in probability, are not devisable
and in the 6th of P.Reg. 1. Edw. I (1377) Ex. 39 (containing) 432.

But an estate which obtained 2 to a 2d. more right, is not within the purview of the
State of Wm. 3. — (or a generation discontinued)

5th. Though in fact the succession join in
a house for life. — Succession cannot revive
the issue. — It is须in conclusion 3. (Pear. 39. 63. 49)

1st. Why pursuant was. not demerit
under Stat. of Rob. 2. for the 6th century. 4
reasons having Gen. 3. in the 5th. (24.)
2 105. 2. 2. 2.

So of an estate for several lives (Pear. 37. Vet. 456.
1st, 4th. 32. 32. 32. for the same reason. 412.
Title by devise.

...right that in some cases this may be

...deedable, in any case.

*In any case

*Title to

*deedable

...directly

...within the terms 1865

...30th. 29

...part, in the remainder

...will. (Sec. 45-5)

...+ of an estate.

...right, of the conveyance, and such beanswer

...is not deedable. To the interest the land, the

...satisfied. (Sec. 29, 1865.)

...May 228

...124; (Sec. 45-57)

...since the beginning of the common period, in the

...period of 1850. 32d. 31st. (sec. 29, 31)

...device be newly examined, and a part of it be

...and the subject of devises, within

...6th. of January 1865.

...The devise itself (i.e. instrument)

...of devises, within

...the subject matter of devises.
The Instrument.

"It becomes too... in form being

represented, many, more than in the State of N.Y.

the writing. Which not having been good, as a

write under the State of N.Y., I shall now be

found, if the Solomons' signature by this last

written, as the latter shall require.

Case 28-9. (App. 7)

Concerning another in State of N.Y.,

a release, executed according to the Statute,

by a release to another instrument, makes

the latter, apart of itself - to the instance.
referred to, is not thus executed. E.g. A by
done, duly executed under that Stat. Transfer	hed land, will his degree, if then by another
instrument, and then executed, those degrees
there, degrees will take the extent.

("Cfr. 19, 19. 29. 1. 16th. 36. 1. Summ. 128. 2. 4th
27th 3 June. 1770."
(96, 8, 20)

If any lands or tenement: - Conveyed
by the devise, - without the canceling part first
(28, 32, 2)

[Handwritten in one line."

Lands to other states. (16th. 23)
"[(real estate. (28, 32)]

The interest, made, must be by ye Act of Parliament, be
designated by ye Stat. of A B 1706 a few lines.

Decided, but the Stat does not attempt
to such Dept. Colonies, as were beyone
the Stat. imposed. Leave so to these colonies,
afterwards. (Prov. 62. 2. 29th. 1775. Comp. 1781.
15th 1111."

(28, 72, 27th. D.C. Dec. 1372. 433. 3. 20, 2
25, 725, 25, 633, 9. (28, 72, 27th.)

Put a statute, made in a Colony distant
of lands, being here, must be executed according
to this Stat. (Prov. 32. 2. 29th. 1791.)

[28, 72, 27th.

 mentors."

must govern."

A Statute, or dependence, personal chattels. No law for
"[Handwritten in one line."

personal chattels. The law of
Title by Devise

...be presented by the Stat. and cause... (Pur. 21 Geo. 2.)

...being an Incumbered Estate... in the one case, and in the other...

...And if a legacy to give originaly out of land, the will clearing the charge must be executed according to the Stat. 4&5 Geo. 11. Ch. 28. 3

...or by the devise... Ex. 8 & 9 George 3d, 265.

...as if from the case of the presentment referred to in a devise... (558)

...in yet case of exchange is created by the devise... Ex. 8 & 9 George 3d, 265.

...or by money, to be paid by pro parte of my lands.

...Deed arising out of land, and within the meaning of the Stat. 12 & 13 Geo. 1. Ch. 24.

...in the case of the devise of land, it being of the incumbrance does not prejudice in... Ex. A

...or simple rent.

...So a will giving a power to alienate, it alienate lands, must be executed according to the Stat. 3 Geo. 5th. 35 Geo. 7th.

...so far as it is intended, the making of a devise, or... Ex. 8 & 9 George 3d, 265.

...The Stat. of Friendly alienation, to

...all lands... (Pur. 21 Geo. 2.)

...by the Stat. of Geo. 2. 1 Geo. 3. or by any custom... (Pur. 21 Geo. 2.)
There is a need for clarification further than has been already given.  (Verse 4.5)

Recently, "Signed" by declarant, "or by same person, in his presence, by his express direction." (Verse 48.8.60.)

Signings not expressly required by

Chan. 63, 18, 19, 20.

Stat. 42, 43, 45, 46.

Acts 32, 33, 34, 35.

These are under this head, as in the name of the King.

Our new Stat in text requires signing.
Title by devise.

Requisite (signing)

(Repairing what. &c.) It has been held as an absolute necessity to require this in the case of the devise, &c. (See 6 & 7 Geo. IV. c. 7.)—at least 3 to 1—same point held as by 27 Geo. I. ex. 3 Sam. 56, Sec. 67. 7 & 8 Geo. IV. c. 74. 4 Vol. 378—'

The letter bears the latter opinion. The former fact fails to the memory of devices: And

exp. 142 (p. 459).

But the name of the estate, written by himself, in the body of the instrument, is considered so definite, not to indicate that it was not so intended. 5th, 18, & 19 Geo. I. 5th, 13, & 16 Geo. III. 4th, & 5th (4th & 5th) 18 Geo. III. (This is)

Second fact, a sufficient

statement (signature of witness), to the effect:

For new state requiring testator's name to be inserted.

But if it appears that the exact words in the body of the instrument was not intended as a designation of a person other than the devisee, unless there is an express intention to signify formally, the devisee was
The case proceeds in these cases, his upon him, who opposes the donation. The presumption of law (the intent to donate being certain), is, that the name written at the end of the body of instrument, was intended to be a signing. [No b.s. b.]

...
But the testimony of the subscribing witnesses is not conclusive, as to testator's
sanity or signature, or even as to their own
subscription. (Full 264, Stew 1096, Rot)

This may be considered as either of these
points, to wit, acknowledgment on either side.

2. They are to attest the fact of testator's
signature: — Not necessary however, that
the witnesses shall have actually seen testator
sign — the acknowledgment, by being to
them, that had names appearing when the
instrument was written by him self, would
afford this point. (Full 77: 70: 13 Sect 1.
Amp 283: Dray 282: or 244 note —
de both 173.

But testator's saying "This is my will"
is not sufficient evidence of the fact of signing
same. It is not an acknowledgment of the
fact. (Full 73: 0: 1st Line 183.

According to some opinions,

It being, however, that a written declara-
tion, in the hand writing of the testator,
that his name was written by himself, is
sufficient evidence of the fact of signing.
3. They are to attest the publication —

The publication was necessary before
the act of the person who is not taken away by it. It is
still held necessary. (See 980-949, 156)

Analogous to the act of delivery of a deed.
(See 85-7.)

By the publication of a will, it is said to
be declared by the testator, or
some act of the testator, amounting to a declara-
tion that the instrument is his will. (See 827)

The form of publication prescribed is
prescribed. 1146
7 Trench. 355.

Any act or declaration, importing a
solemn intention in testator to declare, or
to declare by the instrument, is sufficient.
(See 877-8 Trench 185.)
Hence, delivering the instrument, as a deed, has been held to be a deed; but when the witnesses were deceased, I suppose the instrument to be a deed, if the delivery is made by the party to whom it was delivered. 1 Sam. 31. 2

And 2 Sam. 11. 17.

A declaration to the witnesses: "This is my last will," etc. 1 Sam. 31. 2, 9 (Prov. 22. 29: Jer. 22. 20: 2 Sam. 11. 17: 11. 18.)

So, the publication may be in these words: "I, by the form of the instrument, was in the testator's handwriting. In these words—"signed, sealed, published, and declared," etc., in presence," said I, "and to them, 'Take the instrument,' it was held in a sufficient public place."

1 Sam. 31. 6, 9. Burn. 20. 2. 14.

Contr. de publication must be in the presence of the witnesses. 1 Sam. 31. 20. 20. This is held to be necessary as to the public."

Requisite.

Thus, that the whole will be present at the time of attestation. If it be in duplicate parts, one of which is attested by witnesses who swear by the others, it is not well considered. (Pro. 27. 10. Jer. 26. 1. Eccl. 4. 403. Est. 4. 2) For, why? With? do not see, they cannot attest.

But unless there is positive proof that the whole was not present, he may, from the circumstances of the case, presume that it was present. It is a question for their consideration. Prov. 27. 3. Jer. 177, 1. Ezek. 409. 412. 434.

As to the subscription of the testimonies, that if a decree is made on three-and-four sheets of paper, not penned, I each witness subscribes one sheet, the subscription is sufficient. Prov. 90. 105. 108. 689. Jer. 1715. 3. Joel. 371. 1. Jer. 548. Jer. 486. S. O. 185. 270. Ezek. 87. 3. S. Luke. 118. (Post. 27.)

As if the loose sheets, in the last case, were wrapped up in a blank cover, their subscription when that is sealed, will be sufficient. (Prov. 90. 632-3.) Even herein not such a fact that to uncertainty of impression as to the identity of the seal?
"In the presence of the testator":

There was no addition to the will after the testator's death, nor was it signed by him. The subscription was signed by the subscribing witness. (Page 90.)

The word "witness" is meant to be signed by the testator. If the subscription is in his presence, the subscribing witness.

(Paw. 101. Boll. 395. 688. Co. 81. 18.)

It is said that the testator might have seen the witnesses subscribe, but the subscription is in his possession.

(Paw. 101. Boll. 395. 688. Co. 81. 18.)

So, if the testator was present, it is said, it is sufficient. (Ward v. Lane 395.)

Because it is to his power to see them.

Yet another way that helps the will—

(Although I am not in the room, I see it in the carriage. They are in the office. Co. 81. 180. 18. 18.)
But the subscription, tho' in a contiguous apartment, is not good unless certain weighty reasons are given: Ram. 92. 4. Cesth. 77. Comb. 18. b. 1. Shaw. 89. Holt. 222. 1 P. 237.

That the subscription, viz. to subscribe, at testator's request, the above will applies. (Proe. 9. 2. Page 288.) Every subscription is intended to prevent fraud and keep the testator also— a knowledge of the transaction.

But, in the case, testator is instantly at the time of attestation, and corporately present, the attestation is not good. The presence signifying implies, in consideration, a resided presence also—a knowledge of the transaction. (Cmt 76. Dany. 129. 2. 241.)

Ess that the attestation is in the same room with testator, the only shewing being, if executed, a knowledge of facts not in his presence, within the meaning.
Title of the Act of Strick.

The Act which must be subscribed in certain presence of the judge, that the subscriber was in his presence, must not be signed on the face of the instrument. It is a test for the consideration of the party, and if subscription is not inserted in the instrument, it is sufficient to prove the fact, or proof of their subscription.

By the act of 1826, subscribe the words:—

1st. Under these words it has been stipulated that subscription is to be made by A.B., and witnesses by C.D., these words are not inserted.

By Act of 1826, Section 1, it is required to subscribe within the Statute. (See 180. 140. 650-2. Sect. 183. SC Bull. 742. SC Comb. 174. 36 and 272. 15 laws 68. Acts 9. 97)

That if the devise is not included, the codicil with 3 witnesses will not be valid.
Sit by (continue)

...it does not appear except in one case from N.S. 8 to 9 that the device was present when the festival was executed (see ante.) The decision, however, appears clearly to have proceeded upon a wrong distinction between a device to be used for a device made at several times, 1 in several distinct parts (see ante.) 8 to 9, and last case an attachment of one part to another (ante. 29.)

But where there is a result to lie on one piece of paper & question whether the
description of the instrument belongs to one
body of parts to be determined by the paper
(see ante.) to continue...
It is evident that the writ has been

Not now says, that the writ has been

But it is most clear that, for the sake

Of one method to be given to the other, during

For this reason, the writ is un

The difference between knowing the

But one action at law, (wherein the

The fact, as to the question, whether a sub-

And as to the question, whether a sub-

It seems that it was not

This is not intended, as a writ. (Pol. 109,

The issue of other parts of the

To every state, however, the

So as, if it is false

To suppose, that were intended to

The terms of the writ do not require it.
"Creditable Witness": [Credible Witness]  

1. Who am I? The word "Creditable" seems to be meaningless. 

2. If it means "credible," it is unnecessary for completing simple acts in the word "witness." 

3. "Presum'd, may I undertake to say?" 

4. "Being directly interested in the event."
Title by Devise:

Regents

examination 1 Deed under seal attested.

June 20th, 1814.


Case of J. Bell's will in favor of the
Deceased's executors. 1815. 5. 1834. 8. 1854.

The executors had legal title of land by 2 titles. In different to them, at testamentary
dependent. (not before) which was established.

 Executors. 1773. 34.

Supreme Court.

Some point decided in Bender vs. Henry
Case 178. Bell vs. Bell, printed in the
Real Estate newspaper. 1760. 91.

Sanctioned by the Legislature.

August 1773.

The case is in favor of the executors. decide. In the
of the estate by 1776. 5. 1799. 9.

Deed. 1799.
30. It is questionable indeed whether the devise to the executor is not void, and indeed, on that account, it hardly appears that it relates to the other without a clause.

1795, 125, 374, 357-8, 9, 324, 4, 346.

And substantially set out - (Chap. 1283.)


(Interlocutory

The Stat. 1353 Geo. 4 being declared

an authority in the Court of the Session, that the
device to the executor is void. Then,

it is declare that he is a competent trustee. (Chap. 1283.)

But it is declaring

and is not a declaration that in virtue of the declaration,

it is not incompetent at of the declaration,

it is not incompetent at the declaration.

In other words, it is incapable of being effective, because he is not competent to it.

325, 183.

The Stat. 1353 Geo. 4

357, 354, 352, 350, 348.


By Statute of 9th of 1807, deceased by a

subscriber, i.e. left with the subscriber's

sufficiently interested, by 30th of 1807. - The

subscriber to hold in and by and be held

in trust for the benefit of the

subscriber, provided the deceased, who is a

subscriber, is 50 of 30th of 1807. - If he is of the decease, the same shall

not be admitted, i.e. 30th of 1807, after 1st of 1808.

W. C. 83.
As to natural persons, there are several disqualifications in the Stat. 32 of 1792, repealed by Stat. 34 of 1798. 

- Same reason. 
- Same reason. 

According to the construction of the Stat. 32 of 1792, they, those persons, who, before the date of the same law, were entitled to the Senate, were entitled to the Senate. The first rule applied (1795-1805)

According to the construction given by the Court, all persons, who, before the Stat. 32 of 1792, were entitled to the Senate, were entitled to the Senate. The first rule applied (1795-1805)

1st. They derive their seat on the Senate as follows: This

2nd. In certain cases of the same reason, may be determined. (Cf. Stat. 34 of 1798)

We have reason to believe. (1805-1809)
Title by Devise.

Put on husband is tenant for life, who may make a will (under 1st Act)
now let us at a lower rate, and in
the things next as such. 1 Pet. 1:3.

Deut. 15:4. 2 Pet. 49.

And in by law, there is a power to
which a person cannot make a power
the same power, over the estate, not as
but as personal, as a person, by force of
etc., the power of determining, and dividing.
(Pow. by. 
It is hereby noted, that this power,
previously reserved to him, or confirmed upon him.
It is his legal capacity to execute a power, and
in, to destroy the power.

now may be created by either of two
means of settlement. 1. By law of entail and
2. By will of power over a use. (Broadb.)
- (and settlement may be
made before, after marriage, if after,
however, it shall terminate in marriage)
(Pow. 149. Hill, and Rep. 35.

*It is for a settlement.

A 2d it seems that must a bare
agreement for either of those, but the
be sufficiently to the settlement or entail
made. 17th by 5, 6th at 15th. 2dly
by 15th. In the deed well be
believed to be sure to make a settlement
in possession of this appointment, or such
otherwise as done for.
Title by Devise.

1st. By way of trust: the life of a woman being real estate, (not limited to the use of herself for life, and to the extent and intent present in the instrument,) by any devise for the term of her natural or by a devise for her separate use, during her natural life, afterwards, in trust for each heir as the same shall by any wording be designated and for the benefit of the devisee upon the death of the devisee or with the devisee, and if any devisee be a minor, he or she shall have a guardian, (Rev. 162.)

2d. By way of power over a use: as the term or forever real estate (not limited to the use of herself for life, and to the extent and intent present in the instrument,) by any devise for the term of her natural or by a devise for her separate use, during her natural life, afterwards, in trust for each heir as the same shall by any wording be designated and for the benefit of the devisee upon the death of the devisee or with the devisee, and if any devisee be a minor, he or she shall have a guardian,

They are used legal estates.
Title by Devise.

To hold that if a devisee is induced by some good purchase to make a will that he may obtain quiet title by restraint. (Coll. 170, 171.)

But there must be actual proof of undue importunity or restraint. (Coll. 170, 171.)

If either of the above disabilities exists at the inception of the devise (Ex. 100, 101, 102.) it will be void.


I protest, record cannot speak in

law. The rule is to devest by the

law, before the death of 203.

In the

[More text illegible]
These are under seal of 47. No. 47. by D. May 21st, 1827. By our own hand. To the true record of the same.

This case cannot be a joint tenancy.

C. 29. A joint tenant cannot devise his interest. But on his death the estate is his own.

The act of being called a joint tenant makes a devise of the joint tenant; therefore his companions/day, it is called a joint tenant. The same is his own. By our own hand.

If, however, one joint tenant being survived by another, then he makes a devise of his own. For the intestate survives in common law.

In equity, a joint tenant has no claim for the survivorship. The joint tenants have the interest of the sole.

If these are the words, it is thus. An intestate as they are in the state. By 25, there seems to be no legal title to them, making a joint tenant.
General Rule: A man cannot devise land, which he has not, or it is not vested or held in fee simple, at the inception of the devise. For the time of its execution, or publication. This is the rule which is applicable to devises by descent.

**Note:**
- If the devisee dies, the lands reverts to the devisee or the devisee's devisees.
- If the devisee is not living, the devises reverts to the devisee's devisees.
- If the devisee is not living, the devisee's devisees receive the devise.

**Text:**

The common law have a Doctrine of

_Grandfather Bill._

**Note:**
- Grandfather Bill is a statute that relates to the rights of children of deceased parents.

**Text:**

**Note:**
- The text mentions a statute or provision related to the rights of children of deceased parents.

**Text:**

To the devisee by Estoppel, if it is necessary that the devisee shall be living, and the devisee is not living, the devisee's devisees receive the devise.

**Note:**
- The text mentions a statute or provision related to the rights of children of deceased parents.

**Text:**

**Note:**
- The text mentions a statute or provision related to the rights of children of deceased parents.

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Title by Deed:

In case a person, having an equitable title, desire to sell land to A, before conveying the land to B, the equitable title is represented by the deed of conveyance. If A, the equitable owner, conveys the land to B, the conveyance is valid if it is in writing and signed by A. If A conveys the land to B by deed, the deed must be in writing and signed by A. If A conveys the land to B by deed, the deed must be in writing and signed by A.

― This is not a devise, but a devise in writing. The land belongs to B, and the devise is in writing. The devise is in writing, and the devise is in writing.

― As is the case of devises, there can be no essential defect or omission of a devise. Besides, the devisee holds for estate, and not for use or trust, to the devisee.

― Even in equity, the devisees cannot be satisfactory before the conveyance agreement is made. At present, without the conveyance, the devisees cannot be satisfactory, according to the statute (Code 213, chp. 249, sec. 213, 249, vol. 144, 249, vol. 144, 249, vol. 144).
Of things desirable and in state

1. Note the subject matter.

The meaning, then, is of very sort of land may devise it.
Title by Devise.

In matters of law, it is also desirable—right from a real estate view—that all real estate maps
down to the very corner of the quarters. [Page 32] in this.

In [Page 32] no other than the

The words of our State laws are-

"States & other deaths," include also estates

for males and estates (Page 50). But not

states liable; because the paramount right

of preference in title, who, by necessity, is entitled to the

Chattel interests are stated in [Page 32] & (1st. 25th. 35th., Washington 7th. 4th.)

6th provision for devolving such interests, is

then the same as the State of title.
Title by Devise.

There is a general estate in remainder in lands, etc., &c., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., 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etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., 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These interests are all divisible, except the
formity to the 5th, 17th, 18th, 19th,
which are indivisible.

As to the decree of execution, viz.
Dec. 28th, 1835. 2 acres, Oct. 1st, 1836.

Voluntary

In the case of J. M. (successor in estate)


[Handwritten notes and corrections]

The estate is divisible under decree of the S.

[Further handwritten notes]
And a limitation of the estate remaining in any former estate may be either by way of remainder by devise of the reversion. (Qua 140 8 (see "Estates in Remains") i.e. by will, or by particular estates created or by a writing instrument.

As a term for years in lands may be created by Parol. (Code 240 10 6 7th) - in writing. (Code 410 10 6 7th out of lands, de nunc. at Est. 240 6 29th & 37th.)

Estate created by term may be absolute or conditional. (Code 240 6 7th over 10th) - or "for life" necessarily - or "60 of the life," etc. being a certain word to the term. (Code 240 6 7th & 34th.)

And these conditions may be exceeded in subsequent. (Code 240 - see "Estates on Condition")
necessary. There are no technical words to de-
signate these two species of conditions—
for, condition is to be considered as preced-
ent or subsequent, according to the apparent
intention of the drawer. (See 246-7, Hold 188.)

But a condition, describing the qual-
ification of the devisee, to take, is in the
novel precedent—83. The interpretation of
these, with several of related cases—
Attorneys. See 83. acc. 178. 340.

But a devisee is not. This tonic was a
condition that within 3 years after the date
of the devise to execute a return of all re-
mants to S. (Watson v. Havens. 13. 169, Hold 168.) As it is now,
of, a condition. The impos-

Estates created by devise are to be held
either legal or equitable. A devisee of land
afterwards devised has the legal estate, or
least, since he. (Strat., 345, Hold 20.) As it
is since a brief note of (Hold 170.) The
the estate, acc的兴趣. The use is, extinguished the
legal estate to be. (286. 346. 558, Hold 20.)
But a devise of a use before of estate, such as we referred to above only "to be sold," and an equitable estate only at the sale, is a devise for a trust in equity. (Cor. 271.) Property is to be held on trust when the legal title is vested in use. ( Ibid.) But the (Cor. 271.)

For beneficial use in another (Cor. 271.)

Notes were describable (Cor. 271.) before the Stat. of 1800. (Cor. 271.) (Page 1.)

If land is devise to one, no use being declared when it, it cannot be presumed to be to the use of any other than the devisee. For this is contrary to the intent when the persons of the instrument. (Cor. 271.) 4 Bot. 292. Lexing 18

...
What estate created by
(Vises & Fees)

For the declaration between lands executed 1 vacant in the
1st to the lessees are directed, in the 2nd vacant, the lessees to execute a
conveyance of the legal estates 1st executed.
2nd. Where the lessees are directed, in the 2nd vacant, to execute a
conveyance of the legal estates, it is executed.
There is further conveyance directed, it is executed. But the executed land does
not include the legal estate, if it still possesses
enforceable interest. (See 28th. 1st 23rd 1st.)

A power of attorney of the legal estate is as necessary as the
same case, as the other (Section)

2mo. To convey, to carry over.
3rd. To convey, to carry over.

The conveyance must not the delivering
interest, but it is only done with interests.

The lease is vested. What else the lessee
the tenant is entitled to obtaining satisfaction by the lessor.

Such a conveyance, however, gives the lessor to
manage the land as he chooses, to lease it out where, not for less
than five years. If he has an interest +
for 28th. 29th. 30th. 31st. 32nd. 33rd. 34th. 35th. 36th. of the 37th.

32. The conveyance described a tenant to pay
for the lease, as lease, for 28th. 29th.
By Act 27th July 1810

"Out of our demands, that his cause shall sell his land," and others, "that his land shall be held by them," and that, by the above declarations, they empower them to sell. See p. 272. Vol. 174.


Dane: If any personal estate is taken, first, any land to A. B. or his assigns to sell for the receipt of two-thirds of the duties of the real estate to A.; Personal estate.

Also take all the real, immediately, Rep. 13. 2-15 May 1824.

Authentic copy, and taxes are of the same.

By devise.

In these cases the freehold descends to the heir, till the sole. (P. 482-3, 765)

Cod. om. 543. 1. 6. 3. 236. 2. 8. 7. 3. 9. 3. 3. 7. 3.

And, a release of such authority by the person empowered to act. E.g. And empowered to sell, released to sell, released to the heir. The release perfect an estate. A new release on a new title. (P. 493-4. Cod. om. 1146.) He may, after, to enjoin another.

Such authority must be strictly preceded. In the execution of the grants must therefore be mentioned, but in references to the decree itself. (P. 314. 2. 281. 291.

Cod. 796. 1. 120. 2. 67. 3. 8. 8. 4. 8. 3. 1. 76.)
Powers created by.

Of course, the person to whom it is given, cannot exercise it himself, or cause any person to exercise it (or assign it to any one).

To the authority of strictly personal service, it is proper to assign the power of personal confidence.

If there are two, one dies, the other cannot execute it. For they take, not an estate, but a situation.

(Deo 24:4-5; John 14:6; Matthew 14:8.
See 17:21 - Rev. 19:5, 6.)

The power does not devolve to the land of the original estate in fact.

Of the devise in that his land shall be sold by the consent of the devisee, if the devisee does not consent to the land being sold, if the devisee does not consent to the land being sold.

(Deo 27:3-6; Ex. 25:21.)

But a will, establishing the title of the devisee, will be good, if the devisee, if he do consent, he will accept it. "For the land is sold." (Deo 27:3-6; Ex. 25:21.)

(Deo 19:1 - Ex. 25:21, 14:21, 19, 10:10; 19:11.)

Able or a sale, by ye last written.
Who may take by devise.

In general all persons not incapacitated by positive law, may be devisors.

Under the Stat. 9 Geo. 3rd. as explained in the 38 Geo. 3rd. 4th. 5th. and 6th. the devisors in these cases are not allowed; but devisors to corporations or bodies politic. In Road. 18 Geo. 3rd. the laws of authorizing devisors to corporations, in charitable uses, but the exception is much narrowed by Stat. 1 Geo. 4th. Ch. 314. 136. 179. 50. 180. 186. 197. 268. 53. 275. 59.
The illegitimate child cannot be a devisee, till he has acquired a name by naturalization; but he may then take by that name – e.g., design to the court of a bastard not good if being a bastard, till he has acquired the right name. — Conv. 1711, 3 D. 325. 3 Co. 3 35. 3 D. 35. 3 D. 35. 3 D. 35.

S. 56. 3 D. 327. 3 D. 327. 3 D. 327. 3 D. 327.

Let it be noted that when a devisee is made to the bastard of a man illegitimate, will exclude his illegitimate children. ( Parl. 1711, 3 D. 35.)

The bastard will be a devisee. ( Parl. 1711, 3 D. 35.)

And if such a devisee is made to the bastard of an illegitimate child, the name is the same. — Conv. 1711, 3 D. 35. 3 D. 35. 3 D. 35. 3 D. 35.

A testator's forgiven date is in question. — Conv. 1711, 3 D. 35. 3 D. 35. 3 D. 35. 3 D. 35.
Title by Devise.

But if any devise immediately upon death, or after the death, of the testator, it could not take effect (right): Because you foresaw it was requisite with some provision the devise should be void (cf. p. 70, 71).

But now by sect. 10 of Tit. IV, ch. 3, if an estate is limited to one who is a contingent remainder to the (non-born) child, a posthumous child shall take, as if born in his lifetime (cf. 1st Bepp. 1st Bepp. 9th Bepp. 1st Bepp. 312).

[See sect. whether this statute extends to devise?]

[As 28. - Ee. 28: The words being twenty years being twenty years being the meaning another settlement, etc.]

[As 28. - Ee. 28: The words being twenty years being the meaning another settlement, etc.]

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[As 28. - Ee. 28: The words being twenty years being the meaning another settlement, etc.]

The latter is good by way of executory devise (3 Bepp. 110-1) & the first holds executory to the heir in the mean time (cf. 1st Bepp. 826. 1st Bepp. 826.)

The last distinction does not contain the right to devises but direct devise to persons under without any particular estate.
Title by Devises.

But why does not the objection of
it amounts to (any thing) hold in the case
of an existing person to such an infant—
which is clearly good? For if it belongs
to the heir, the heir inherits.
Every person must be distinctly designated in the record book. The designation may be the name or describing him. (Acts 23:25).

The name is checked (Acts 3:8).

The position remains to be taken in good faith. For, under certain restrictions, no person may be admitted to pleading in the commonwealth. (Acts 10:22).

The rule applies to all persons, whether exhibited or not. (Acts 10:14).

And the description, that not strictly applicable may be made void by 7 witnesses. (Acts 2:16, 22, 33). The term is broad. (Acts 8:38).

(Acts 8:58). — In this case, the legal requires the reputation of being just to do by the wrong.

But this rule does not hold in favor of a bastard, born out of wedlock, the birth of the same by being regarded as of chastity, but by the ordinance of time. (Acts 3:39). — In the last case, it is not a bastard, but a child is potential to the same.
The word "child" is generally used as descriptive of any age, or as a word of description; its meaning being determined by the context. If, in a case, the word "child" is used in a general sense, the meaning is to be determined by the context.

The word "children" is generally used as descriptive of any age, or as a word of description; its meaning being determined by the context. If, in a case, the word "children" is used in a general sense, the meaning is to be determined by the context.

Patience is a description of the word "children" and is used in a general sense when the context does not require a specific meaning.

But think in the last case that at the time of the death, the word "children" is used in a general sense, i.e., the children in general. If they are described as "sisters," there are no words of reference and they cannot take a benefit without the context of the case.

The devise is made to the next of the blood of the testator, the next relation of his name, whether male or female. It shall take: 1. Con. 347. 1. Co. 25. 522. Tit. 32.

So a devise may be described by the words, 'next of kin' to states ion which case, the person answering that description, is the devisee. (Conn. 347. 1. Co. 25. 522. Tit. 32. 4. R. 207. 3. 5. 70. 284.) In such, scene there is only one devisee, whose nearest and only

(taking into consideration the facts of distribution and of legal

conduct of the deceased, under which the devise is made, and the times of the death of testator are living.)

And if a particular estate to another is assigned, state the words 'next of kin' are construed to include those whose only

who answer the description at the time of

estate's death. (5 R. 57. 3. 70. 284. 3. 5. 70. 284.) When such are constructed,

(157. 5. 70. 284.)

To, the words, 'the nearest relation

of my name,' is a good description. But

and in the case of relations of names, collections.

It includes all relatives nearest relations, in

The only means, 'he has no nearest male.

(Proc. 277. 5. 70. 284.) The testator, if

male, of a dift. name, ye?e be excluded,

(Pratt's.)
Suit by Devise.

If a testator devises certain lands in any manner by "any one or more persons," persons not specified, then any description given by them shall be deemed to include all the lands of the devisee of those person[s].

If the latter shall not so mean in London as the former shall, then the latter shall be given, etc.

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of one or more, being the personal property whose [ sic ] in case of any such description of the devisee who shall in the words of the statute, etc., shall be given, etc. 1 Edw. 3. 17-112.

But lands or estates by etc. sect. 112.
who may be in the gift

Description of

[The text continues in a handwritten format, with no clear separations or paragraphs.]
Title by devise.

A general rule of construction that if an estate is bequeathed to one with an uncertain heir or intestate, devise to his heir; if the heir of a body as his heir; to be taken in individual.

In the first case, a few examples in the two latter, an estate held under a will was 1/2 of the estate held by the will, and the estate is 1/2 of the estate held by the will.

When the devisee is after an intermediate, the devisee takes an estate for life, in the inheritance. Form 1/2 inherited.

We have a statute alleviating your rule.

The word "heir" is a word of description as well as a word of limitation — and of description, — i.e., to ascertain the quantity.

(Note where the premises for title is limited to the property the word "heir" or as a word of description as well as any other (Note: 7th. Post.) — 8th. 346.
title of law.

But as the reason of the rule has ceased, it will be abrogated of feudal tenure, (by in

ference, as far as possible, to narrow the effect

Of the Law. 35) it almost always defiles

the intention.

A man may therefore at the death

take a reversion as a presentee under the de

scription of a heir, if the possession forfeited

is limited by the donor demise to his recovery.

of it appears from the device that the word

heir "et cetera" was intended as a device

account, een 358. 1183. 262. 23 40.

9 17. and 221. 211. 205. 5 207.

which 182. 19 13 184.

[Estates fl. 1.]

Philander

in the last act of 31 378. 4 164.

sec. 1. for sale, rend. a he

in the case con. 338. 13 372.

so I A to the 1 to his eldest these

with 289. 11 240 6 17.

A latter for the only. 32. Even if it had been

limited to his eldest heir, con. 303. 10140.

4.11. 21. 223. 332.

to & for life, power to his sides

man, this heir's device. Here it stated for

his only, he's given made in 212 by

[con. 338. 224. 15 393] 214. 142.

if settled.

by the Law, 132, 182. 291, 290, 291.
Title by devise.

"Title" in the most correct sense, is the

description of a particular person, not a designation (in the

same sense) of any person, who may subject to another the
description (S. 365, 6 & 7 H. 3 C. 3. 2) or title of right. Here the description signifies not merely a ten, but a particular suit. - S. 367.
To the heir male of the body of [Name], living, i.e., to the present heir apparent of [Name].

(Quotations and references to legal texts and authorities are interspersed throughout the text.)

Notably, the term "second son" is mentioned in connection with a specific description of the second son in relation to his birth. (Cite page and location details.)

A note is added, emphasizing the importance of the definition and its implications. (Cite page and location details.)

Some of the clauses are described as "with intent to secure," indicating the purpose and intent behind the actions described. (Cite page and location details.)

The entire document refers to the heirs of [Name], highlighting the legal and familial implications of the provisions. (Cite page and location details.)
To I. & II. can devise to the "Heirs" of B. & D. the
improvements in the oldest son Joseph's
land, for "name of house needed" note Aug. 28 Nov. 76.
"no. 99" to "66", "106 to 110", description
"in Carson.

4. In tittle, describe one particular, on the line name: of B. without regard of the
powers to take, and for the description of the particular, to the nearest
acres as a female - Ex. 11 a 10 acres per.
the daughter cannot take - 1st 903 350
380 100 1844 2 April 1763, 1st 94.
2d 28 24 1 96 1 42
2d. 1764 1 96 1 1864
1st 24 2 10 2 19 24.

Estate of W. D.

5. In tittle, describe the same particular, by previous
words or necessary words, that a house not
their general, was intended to take upon
the description of a particular, in accordance
with the Ex. 11 a 10 acres per.
1st 903 350
380 100 1844 2 April 1763, 1st 94.
2d 28 24 1 96 1 42
2d. 1764 1 96 1 1864
1st 24 2 10 2 19 24.

To I. & II. can devise, which
...
Title by Devise.

In the int. of "a body," designates his body as being, whether he die general or not, by Law 38th p. 1st 2d. 3d. In the law recognizes a special use of one's body, in the special use, death of the body.

A person, in no sense, answering as the description of an heir, may take under Decree, expecting to constitute an heir. E.g. A devise that my wife shall be sole heir of all my real estate. — So, to a new stranger. — Here the word "heir" does not designate an devise, but the interest, which he is to take. Par. 393 p. 394. 395. 396. 397. 398. 399. 400.

The devise takes notice of. Par. 393 p. 394. 395.

Out of one, by devise, makes of.


The devise must identify the interest of one, in the interest to his devise, or in the devise, so by.
Title by Devises.

Of all, if any general rule, that is of the description is a just concern, that then must
be understood when the description is desired to be distinguished from every
other, how fast the same shall not fail for
the instance. And 423. 328. 3. 11. 4.
To determine how it be construed while for
the instance, and by the same propriety. (Ob 328. 3.
422. 1) 

Of the eldest
her name being Mary. 

293. 1 2. 3. 
(Fenn, ante 373. ) - [Support the
had a younger daughter, children, who to take?]

So, To the wife. Not to the heir the
widow married. 37. She contributes also - 
And she take. Com 433. br 374. Com 374.

If a wife is the devisee desired to be
"supporter" child, then in general, no more
"the child was born before the death; it
was declared to take under the description.
Com 374. 37. 37. 37.

But if the description is later, not
"only the devisee, the devise is said: C. 374. the
idea 4. 1. - Being mentioned (Com 374. 37. 37.)
the enabled to take land. Of the can
here see, etc.
Title by devise.

Title of the property having under the devise is expelled to be the heir of A. Mark 15th.

A devise may be invidious either from things opposed to the use of it, or from something estimated.

The first kind is any uncertainty or ambiguity in the words used for the thing divided, or the interest in it, or as to the general intent of the devise. Such uncertainty is the termed as patent ambiguity.

By limitations contrary to policy of law first under the collateral estate 1800 (Prov 600) by necessities.
Title by Devise.

1. As to the subject matter, if devise of a part of my lands to A B, in consideration of a "service," or "house, &c.," is necessary to the enjoyment of the house, &c., it appears that the words were intended to be used in a more general sense. (Note: Vol. 52, p. 39.)

2. As to the quantity of interest to devise, my freehold to my wife for 5 yrs.

3. As to the person described: If the person described, as devisee, is absolutely "uncertain," the devise is void. (Note: Vol. 53, p. 39.)
Title by Devises.

The reason of the rule is, first, that the
law may not be defunct of the use of the

court. For, if it be a matter of

account their cases, not he defunct of their debt,

1803 - 1806. 11 Nov. 1795. 2095; as they were

before the statute passed. 

5, 14, 18, 19, 20, 21, 31, 35. 

or, 1771 - 1775. 

Do some persons who are so defunct, when commen-

tered? 

These reasons began with the consent of the

court. And the rule is still in consequence on

informing the court of the court. 

The case, 1803 - 212. 20, 486 - 6, 2 1797.

For the purpose of explaining the ca. of land this

clergy, may be the seat some of land, ac-

sued by descent.
the French, and also the British, were not satisfied with the settlement, and the dispute continued for several years. The Treaty of Paris, signed in 1763, ended the French and Indian War and recognized the British control over Canada.

The effects of this war were far-reaching. It strengthened the British Empire and weakened the French one. The war also increased the demand for American timber and brought about a considerable increase in the price of it.

The war had a profound effect on the colonies. It increased the feeling of union among the colonists and laid the foundation for the formation of the United States of America. The war also brought about a considerable increase in the population of the colonies, and the growth of the country was greatly promoted.

The Treaty of Paris, signed in 1763, ended the French and Indian War and recognized the British control over Canada.
Title by Devise.

But it has been held, that if the devise be in the land, or by any of conditions to the next heir, it may be defeated by purchase, as by the devisee, or the devisee's heirs, after conditions that the devisee does not pay, or does not pay for it in the name of the devisee. (Cee. 13, 83, 21, 5, 161. E. 43, 148, 104, 12, 238.)

But the weight of such a gift is this, distinction. (Cee. 13, 83, 21, 5, 161. E. 43, 148, 104, 12, 238.)

If the devisee be in the land, or by any of conditions to the next heir, it may be defeated by purchase, as by the devisee, or the devisee's heirs, after conditions that the devisee does not pay, or does not pay for it in the name of the devisee. (Cee. 13, 83, 21, 5, 161. E. 43, 148, 104, 12, 238.)

The weight of such a gift is this, distinction. (Cee. 13, 83, 21, 5, 161. E. 43, 148, 104, 12, 238.)

An alternative devise, as to the time of the land, at the absolute power, does not enable him to purchase the land.

If of the present title to the free, the devisee produces no satisfaction in the
As if one, having two daughters, a son, and a heir, several times his estate is ague; the estate is divided into half by the son and heir. The half taken by the son is to be used by him as if it were an estate of his own, with the cohabitee, each having the other by law. The estate is divided as above into half by the son and heir, each having the other cohabitee, each having the other by law. The estate is divided as above into half by the son and heir, each having the other cohabitee, each having the other by law.

And a devise may, upon the general principles in point, be made to part of said estate as four, as well as to parts. E.g., in a devise to four, one part to Black to diet, the other part to him in his lifetime, to the former, void as to the latter. Pro 442. E. 18 May 1839. To as to the former, the devise to die to the latter, void as to the former, void as to the latter.
It is a general rule in equity, that if a person, in opposition to his title, in possession, of a certain estate, claim a title in the same, he is chargeable with all the consequences that attend a title, though it be only against the title of the original claimant, and not against him personally. This rule is enforced by the doctrine of implied warranty.

The doctrine of implied warranty is founded on the idea of a lessor's intention, which is to transfer to the lessee, not a mere title, but a possession. This is implied in the grant itself. If the lessor, in transferring the possession, intended that the lessee should have a right to possess it, he is bound to warrant that the lessee can have the same. If the lessor, in transferring the possession, intended that the lessee should have a right to possess it, he is bound to warrant that the lessee has a right to possess it.

And it is not necessary to prove a title to the estate, that the lessor, in transferring the possession, intended that the lessee should have a right to possess it. The doctrine of implied warranty is applicable to all cases where title is required to the possession, and not to the estate. This is the rule in all cases where a lessee is entitled to possession, and not to the estate. See 450: 11, 115, 40: 42: 43.

In such cases equity will require the lessee to make his election. Edw 450: 40: 43: 115.

If 450: 40: 43: 115.
title by devise.

...a more voluntary, the title does not affect the devise. The devise is made under the will, and is not to be revoked by the devisee, but as to the devise, so as to go to the devisee's children. The devise is in the will, and not by testament. The devise is made in the will, and not in the testament. The devisee is made to the devisee, not to the devisee's children. The devise is not affected by the devisee, but as to the devisee, it is not revoked by the devisee's children.

So if land to which A. has a higher claim than B, and is desired to B, by his devisee, and not executors, it is not to B, but to B's devisee, to B. So in my name, the devisee, and not to B. So in my name, the devisee is not to B, but to B's devisee.

But this if there is an actual devise, the devisee shall make a true, full, and perfect execution of the devise, and the devisee shall vest the devisee's estate with the devisee's title. The devisee shall vest the devisee's estate with the devisee's title.
If the testator gives a legacy to one in satisfaction, or instead of, a particular thing expressed, shall not exclude him from another benefit, the legatee claiming the latter, contrary to the testator’s will. E.g. Testator’s wife is entitled under marriage agreement, to a portion in land, another in money. He gives her a legacy in satisfaction of the money, hacia divides the land to her. The legatee claims both land & legacy. (Ct 1683, 1 Vesey 30):

The testator claims title to the land because he gave her the legacy, to the exclusion of the legatee. The legatee is subject to be in lieu of that, he will lit. 40 tr. & 15s.

In all cases, in order to prove devise to wife, (plaintiff), it must be clearly proved, & of devise’s taking birth intent, well affected, the great intent of devisee. E.g. Testator, having divided black area, to his wife immediately, dividing to his white acres, by what is done? This does not prevent her from claiming devise in whole.

28th Aug. 1840. 1 Vesey 250. 2. By ca. 301. 8 Ves.

In a will, may claim her marriage settlement (not devolved to her), a residueary legacy, &c. To the use of those of age. He claims of a daughter to hold the devise.

The devise in favor of effect by testamentary instruments in his lifetime, that it was the effect of the devise to accumulate.

200l. 400l. to complete a hundred.

Afterwards, before his death, expended more than that sum on the house. This knowledge not less the benefit of the law. (Ct 1704, 1 Vesey 18).
Title by Devise.

As a devise may fail of effect, in consequence of the Stat. 31 & 32. Vict., c. 15, by an Act of
Deeds. Act, all devisors of land are said, as a practical test, to execute deeds of
transfer to satisfaction, out of the land, if the devise fail. Acts of 1754, 1757, 1758,
and 1759.

Before this statute, devisors, in settling or retaining, before action, by their own
Vol. 173, p. 2 Ch. 378. 3 Dec. 22 (Ex. 22, 1)
3 Ch. 174. 2 Ch. 125. 1 Ch. 129.

This statute, by construe,


This statute relates to the settlement of the estates of deceased persons in land
and general land relating to this statute.

This statute, by construe,


This statute affects the relative rights of creditors, devisees, and

Stat. 174, 175, 176, 177, 178, 179, 180.

See the remainder of this title in another book.