

CREDITORS.

See FRAUDULENT CONVEYANCES.

ASSIGNMENTS IN FAVOR OF.

SEPARATE PROPERTY OF MARRIED WOMEN.

CREDITOR'S BILL.

1. Where a creditor's bill, besides the averments of the indebtedness of the deceased debtor, and that he left no personal estate, alleges that no letters of administration had been granted thereon, the admission of this allegation in the answer dispenses with the necessity of producing the proof that would be otherwise required. *Robertson vs. Parks*, 65.
2. A debtor being entitled to the remainder in certain real estate, after the determination of a life estate of his mother therein, died during the lifetime of his mother; HELD—
That his interest in this land could be sold for the payment of his debts, the personalty proving insufficient. *Ib.*
3. The Act of 1785, ch. 72, which authorizes the real estate of a deceased debtor to be sold to pay his debts, when the personalty is insufficient, does not require that such debtor should die *seized* of the real estate proposed to be sold; the words of the Act are, if he "shall leave real estate which descends," &c. *Ib.*
4. A creditor's bill, after averring that the deceased debtor was in his lifetime seized of certain real estate, devised to him by his father, subject to a life estate of his mother therein, and that he died before his mother, leaving no personal property, alleged that the complainant is entitled to have his debt paid out of the real estate of the debtor in the hands of his heirs, or to which he may be entitled in remainder, as aforesaid; HELD—
That this allegation was sufficient to entitle the complainant to a decree for the sale of such real estate. *Ib.*

CRUELTY OF TREATMENT.

See DIVORCE, 1, 2, 5.

DECLARATIONS AND ADMISSIONS.

See EVIDENCE, 3, 4, 7, 8, 9.

DEEDS, CONSTRUCTION OF, &c.

1. A deed recited that the grantor was anxious to secure to the grantee his undivided interest in certain land, upon condition that he was to retain the use and enjoyment of it during his life, and in consideration of these premises, and of natural love and affection, conveyed the property to the grantee upon condition that the grantor died before the grantee, and not otherwise, with *habendum* to the grantee and her heirs, subject to the condition aforesaid. The grantor survived the grantee. HELD—
That this was clearly a condition *precedent*, and not being fulfilled, nothing passed by the deed. *Earle & McNier vs. Dawes*, 230.
2. Whether a condition be precedent or subsequent, is always a question of intent, and it is immaterial where the clause creating the condition be placed in the deed. *Ib.*
3. Conditions precedent must be punctually and literally performed before the estate can vest. *Ib.*
4. A Court of Equity will never vest an estate where, by reason of a condition precedent, it will not vest at law. *Ib.*

See REGISTRATION OF, ASSIGNMENTS IN FAVOR OF CREDITORS.