

Martin, Ridgely and Winder, for the Appellant, cited *Shep. T.* 84. 14 *Vin. Ab. tit. Grants*, 58, 62, 63, *Wyat. vs. Aland*, 1 *Salk.* 324. *Bac. Ab. tit. Wills*, (F) 522. *Smith vs. Packhurst*, 3 *Alk.* 136; and *Coke Litt.* 5, 56.

1810.

Bowly
vs.
Lanmot

Key and Purviance, for the Appellee, cited *Chew's Lessee vs. Weems*, 2 *Harr. & Johns.* 173, (note). *Brogden vs. Walker's Ex'r.* &c. *Ibid* 285; and *Bell's Lessee vs. Bell; et al.* 4 *Harr. & M'Hen.* 80.

CHASE, Ch. J. delivered the opinion of the court. The following principles prevail in the construction of wills. The intention of the testator is to be collected from the words of the will, and the whole of the will is to be considered and compared together. Such construction must be made as will gratify every part of the will, if it can be done consistent with the general intent.

The question is, whether the testator intended an immediate devise of the *Rope-Walk* to his nephew *Daniel Bowly*, or intended it to be a contingent executory devise in *Bowly*, depending on the executory devise to *Ann Lux*, vesting in her, on the death of *George Lux* under age, and without issue?

The *Rope-Walk*, and the five acres, must be considered as the same. The five acres, as described in the will, is a particular and precise designation, by metes and bounds, of the land comprehended under the general terms, *The Rope-Walk*.

It is plain the testator did not intend to die intestate of any part of his estate, and particularly of his land called *Chatsworth*. It is also plain he intended the *Rope-Walk* for *Bowly*. If he intended a contingent devise to *Bowly*, there was no necessity for excepting the *Rope Walk* in the devise to his wife for life, because *Bowly* was not to have it until *Chatsworth* vested absolutely in her on the death of *George Lux* under age, and without issue, and she might have enjoyed the whole of *Chatsworth* without interfering with such intention. But if he intended an immediate devise to *Bowly*, it was necessary to insert in the devise to his wife, for life, the exception of the *Rope-Walk*.

Is there any thing in this will to prevent it being expounded in such manner as will effectuate that intention?

The ninth clause is that part of the will on which the question principally depends. If in reading this clause