

In your Letters of 14. & 19. July you are pleased to Communicate to Lord Baltimore the Interruption given to the Sale of Ann Arundell Manor arising from M^r Calvert's Claim. His Lordship had received a previous Intimation of this Obstruction from M^r Jordan w^{ch} he hopes is in a great measure removed by Two Letters of 5th and Sep^r last addressed in answer by his Lordship and me to that Gentleman with whom I had likewise some Conversation upon the Subject before his Departure. You state very truly the Invalidity of the Devise as proceeding from the Entail Created by former settlem^{ts} but then add that the question has been asked "If the late Lord could not Devise, *because only Tenant in Tail*, By what Limitation or means has the present Lord an Estate in Fee Simple; or how does his Power to sell arise"

I believe your Excellency has been Led into this State of the Question from M^r Dulany's Letter to you of the 13th of July But the Copy of the Settlem^t of 1730 and the accompanying Case sent to M^r Jordan will shew this not to be the true State For by that Settlem^t the late Lord had reduced himself to a meer Life Estate with restrained Powers, and had Transferred the Estate Tail to his Son; The Question then will be, Can a bare Tenant for Life Convey a greater Interest to another than what he holds himself, and can he Defeat his own Issue, who is a Purchaser for a Valuable Consideration, or the Widow in respect of her Jointure, by a Voluntary Devise. For If the Act be Valid as to a part, it would be equally so as to the whole Interest Settled, had the Devise extended so far Rectify then the question by the Settlement and the Objection and Devise must both fall to the ground.

There was a time when the late Lord was Tenant in Tail, and had he remained so to his Death when his Will took place, it might have admitted of some Question how far his Devise should have taken place. But the settlement is an Absolute bar to any Subsequent Disposition, not deduced from it, as If there had been a failure of Issue, and the Reversion had Attached, which might have restored his Lordship to his antient Dominion, but this (Thank Heaven) has not Proved the Case.

The Question seems to Admit that had the late Lord been Tenant in Tail he might have Alienated, and as it appears he was not so at the time of his Will and Death, will you not allow the same Priviledge to the Son who Stands Confessedly so under the Settlement now before you. But I hope the Letters and Papers already sent M^r Jordan have Quieted the matter. His Lordship was well advised upon the Invalidity of the Devise before he sent out his Commission, and little