

him a larger share of his estate than his other grandchildren, as he had clearly expressed his opinion to that effect. That by so doing, the object of the deceased, which was to afford to his grandson and wife a competent support from the *use* of the farm, would have been defeated; and that the death of the wife, which happened in January, 1847, determined the right to a conveyance, if any existed. The promise to pay the debts above-mentioned, they insisted, was made upon condition of the said Charles A. reforming his habits, alleged to be extravagant, which had not been complied with; that if any such agreement was made, it was satisfied by the provision (hereinafter described) in the will of the deceased, for his grandson and his wife and children; that, said property was intended by the testator to be disposed of by his will, and that the complainant by electing to take there under, could no longer claim the same, independent of the will. The statute of frauds was also pleaded in bar of the relief prayed. By the testator's will, all the residue of his estate, after certain small legacies, was devised in trust to F. G. Waters, to hold the income, interest, rents and profits of one-third part of said residue, for the use of the complainant during his life, such income, &c., to be paid to him from time to time as they might accrue; and after his death to his children in fee, and failing children, to the other two grandchildren of the testator, to whom the remaining two-thirds were in like manner devised. It appeared from agreements of counsel, that the property in dispute was purchased from Benjamin Moore, on the 17th of February, 1846; that the whole estate of the testator, including this property, was worth nearly \$150,000, and the property in dispute worth about \$9000. A number of letters were returned with the commission, and the depositions of some witnesses were taken. The letters were written by the testator to his grandson and to the lady whom he afterwards married, in which he spoke of buying a farm and *establishing* them upon it, and in one of them, speaking of his grandson's debts, he said, "they must be paid." The ground taken in the bill was, that the alleged contract was made in consideration of the subsequent marriage, and was, therefore, for a valuable con-