

sideration. The existence of this contract was denied by the answers, which insisted, that the testator designed giving them the *use* only of the property; this position being based upon the various acts of the testator, and his declarations, oral and written.]

THE CHANCELLOR:

This question can of course only be determined by a careful examination of the evidence, and after having read it with much attention, I find it, to say the least, very questionable, whether the elder Mr. Waters did mean to pass to the complainants, or to the surviving complainant, in any event, such a title to the property in controversy as is sought to be enforced by this bill.

Looking to the whole evidence, written and oral, I am strongly inclined to the opinion, that the ground taken by the defence is the true one, and that the purchase of this farm, and the placing the grandson upon it, was intended for the double purpose, of given him the means of earning a present support, and as an experiment, by which the grandfather hoped to wean him from his extravagant habits. Any other supposition would subject the grandfather to the imputation of having practiced upon his grandson and wife, the grossest imposition. If, as the complainants say, they were induced to marry upon the faith of the engagement of old Mr. Waters, fully disclosed, to give them the title to this farm, and to perform the other stipulations set up in the bill, and he, immediately after the marriage, took the title to himself, he was guilty of a degree of cruelty and deception towards them wholly inconsistent with that affection and regard for their welfare which appears upon the face of all his letters, and by the whole evidence. The marriage took place on the 4th of February, 1846, and the deed from Moore to the elder Mr. Waters was executed on the 17th of the same month and year. Now, can it readily be believed, that this old gentleman would have entrapped these young people into getting married by an agreement to make them the owners of this property, and then in thirteen days from that time shamefully violate his engagement by taking and keeping the title in himself? Such a