

ently vouched by the signature of the solicitor, whose authority to file it need not be exhibited. 2 *Har. & Gill*, 374. The corporation could not swear to the bill, and I can see no good objection to the affidavit of the treasurer of the company. I think the truth of the facts set forth in the bill sufficiently verified by his affidavit, and that is all that is required. 1 *Bland*, 180.

[An appeal was taken from this order, but it was subsequently dismissed by the appellant.]

<p>RICHARD R. PUE, PROCHIEN AMI OF MATILDA R. H. PUE AND HENRY H. PUE, MINORS vs. HENRY H. PUE ET AL.</p>	}	<p>MARCH TERM, 1849.</p>
---	---	--------------------------

[CONSTRUCTION OF WILLS.]

It is the duty of the courts to give effect to every part of a will, without change or rejection, provided, an effect can be given to it, not inconsistent with the general intent of the whole will taken together.

When there are two conflicting clauses, the principle is, that you are not to disturb the prior devise further than is absolutely necessary for the purpose of giving effect to posterior qualifying disposition.

When a testator uses, in one part of his will, words having a clear meaning in law, and in another part, words inconsistent with the former, the first words are to be cancelled and overthrown, only, when the two provisions are totally inconsistent with each other, and where the real intention of the testator cannot be ascertained.

It is now fully established, that the general intent of the testator, though first expressed, will overrule the particular intent.

[This case originated on the petition of Richard R. Pue, the next friend of Matilda R. H. Pue, and Henry H. Pue, infants; stating that Philip Hammond, deceased, by his last will and testament, devised to his daughter Harriet, a tract of land in Anne Arundel county in fee simple, upon which she entered