

as may be required, and reserving all questions relating to such accounts for further order.

WALLIS, for Complainant.

MAYER, for Defendants.

[The decree in this case was affirmed by the Court of Appeals. The Appellate Court concurred with the Chancellor in his views and conclusions respecting the second and third deeds, and declared the first fraudulent, upon the ground that the evidence showed that McNeal could not have paid the purchase-money expressed in the deed, and the additional sum for repairs, without deciding as to the competency of Mrs. Watson as a witness, or whether McNeal had a right to offer proof in support of the allegation in regard to his having paid for the repairs by means of his account for services as clerk.]

JOSHUA HUTCHINS, ET AL.,
 VS.
 MARY W. HUTCHINS, ET AL.

} MARCH TERM, 1851.

[CHARGE UPON REAL ESTATE DEVISED.]

A TESTATOR devised two tracts of land to his son in fee, upon condition that he shall keep and maintain his mother during life: "and it is moreover my desire that my said son do and shall provide for my daughters, Elizabeth and Susan, good and sufficient boarding, and comfortable clothing, so long as they may remain single." HELD—that this was a charge upon the *whole* real estate devised to the son, and that the daughters of the testator are entitled to a reasonable annual allowance for their board and clothing, or a gross amount in commutation thereof, out of the proceeds of the sale of the land.

This annual allowance is not to be made out of the profits of the estate, in common with the devisee and his family, nor are the daughters to be limited to a proportion of the interest on the proceeds of the sale.

[The facts of this case are stated in the Chancellor's opinion.]