his wife his entire estate for life, with the exception of some articles of little value, with remainder in fee to his surviving children, and the children of a deceased daughter, intended, with respect to this house, to revoke the devise to his wife, and give the rents and profits of it for her life to his surviving children, to support and educate them, leaving the will after her death to operate upon it as upon the residue of his estate, and that consequently the proceeds of it must be distributed amongst his surviving children and the children of his deceased daughter, in the proportions specified in his will, and the account B. being stated according to this view, will be confirmed.

I do not think the Act of 1825, ch. 119, can be made to operate upon this will. That Act applies to devises of lands or real property in general terms, without words of perpetuity or limitation, and gives the entire estate and interest of the testator, unless by devise over, or by words of limitation or otherwise, a contrary intention is indicated. The devise in this case is not of lands or real estate, but of their rents and profits, which, as we have seen, do not, *proprio vigore*, pass the land, but only *afford evidence* of the intention of the testator that it shall pass, subject to be rebutted, of course, by the manifestation on the face of the will of a contrary intention; and that contrary intention, as I think, is exhibited on the face of this will with sufficient distinctness to repel the evidence.

Wm. H. Collins, for the Exceptants.
J. H. B. Latrobe, for the Respondents.

EDWARD DUNN ET AL.
vs.
ERWIN J. COOPER ET AL.
} December Term, 1851.

[CHANCERY PRACTICE—MULTIFARIOUSNESS.]

It is extremely difficult, if not impracticable, to lay down any general rule upon the subject of multifariousness. The Courts, in deciding such cases, are governed very much, if not exclusively, by considerations of conve-