

HUSBAND AND WIFE.—*Continued.*

- temptation of marriage, and it does not appear that it was made known to the intended husband, either expressly or by construction of law, he will be presumed to have been ignorant of it, and the *onus* is upon the party claiming under the deed to show affirmatively that he had notice. *Ib.*
14. It is the settled American doctrine that the registration of a conveyance operates as constructive notice upon all subsequent purchasers of any estate legal or equitable in the same property, and it is not easy to suggest a good reason why this doctrine should not apply to the intended husband. *Ib.*
 15. Property was settled upon a wife by her first husband for her separate use, free from any control of her husband, with the power of absolute disposition by deed or will. **HELD—**
That this settlement was operative as against the marital right of a second husband. *Ib.*
 16. The protection which Chancery gives to the separate estate of a married woman, with its qualifications and restrictions, attaches to it throughout a subsequent coverture, the principle being that a person marrying a woman so circumstanced is considered as adopting it in the state in which he finds it, and bound in equity not to disturb it. *Ib.*

See FRAUDULENT CONVEYANCES, 18.

PART PERFORMANCE, 1 to 9.

EVIDENCE, 3, 4.

GUARDIAN AND WARD, 4, 5.

MORTGAGE, &c., 5.

ILLEGITIMATE CHILDREN.

1. A woman died intestate, leaving an illegitimate son and other children born in lawful wedlock. **HELD—**
That by the Act of 1825, ch. 156, the illegitimate son was entitled to share equally with the other children in the mother's estate. *Earle & McNier vs. Dawes*, 230.

IMPROVEMENTS, ALLOWANCES FOR.

1. Where a tenant for life puts improvements upon property for the mutual accommodation of himself and those entitled in remainder, and the property is sold to promote the interests of all parties interested, he will be allowed the value of such improvements out of the proceeds of sale. *Gambril vs. Gambril*, 259.
2. Though a mortgagee or a tenant in possession may not in all cases be allowed for new improvements, yet a party thinking himself absolutely entitled, who has expended considerable sums in repairs and lasting improvements, will be allowed for such expenditures. *Ib.*

See DOWER, 7.

INADEQUACY OF PRICE.

See SALES BY TRUSTEES, 10.

MORTGAGE, &c., 15.

INCUMBRANCES.

See SALES BY TRUSTEES, 2, 3.

INDEFINITE FAILURE OF ISSUE.

See WILLS, &c., 2, 3, 4, 12, 13.