and subsequent advancement are not *ejusdem generis*. 1 *Roper on Legacies*, 261.

But though I agree with the complainant in thinking that the amount of the pecuniary legacies bequeathed to him and his brother Hammond, is not to be reduced, because the property previously advanced by him to them may have appreciated in value, subsequent to the date of his will, it does not follow that they have a right to resort to the devisees of the real estate, in case the personalty from any cause should prove inadequate. By the clause in which these legacies are given, the executors are to sell his bank or other stock to raise money for their payment, and no expression is used from which, by implication, the power to sell the real estate can be deduced.

No argument, as I think, in favor of such a power for the purpose of paying these legacies, can be drawn from the second clause of the will, because, however extensive a power over his estate that clause may be supposed to confer upon his executors, its exercise is expressly limited to the duty of paying *his funeral expenses and debts*. Its language is, "as to my worldly estate, which a bountiful providence has been pleased to bestow upon me, I now dispose of the same in manner and form following, that is to say: *Imprimis*, I order and directed my funeral expenses and all my just debts shall be paid out of whatever part of my estate my executrix and executors, or a majority of them, shall think proper." If, therefore, this clause can be regarded as conferring upon the executors the power to dispose of the real estate of the testator, it would seem to be clear that it goes no further than to authorize them to do so for the purpose of paying funeral charges and debts, and can by no possible construction, enlarge the power given them by the 14th section, which limits their authority to the sale of bank or other stock for the payment of the legacies.

The cases are numerous and uniform in this state, and elsewhere, establishing the principle that the real estate is never charged with the payment of legacies unless the intention so to charge is expressly declared, or fairly and plainly to be inferred from the terms of the will. *Stevens* vs. *Gregg*, 10 *Gill & Johns.*,