

executors, and Frances H. Harris, his widow, entered into the agreement of the 23d of April, 1811, the stipulations of which have been already adverted to. It is perfectly obvious, that this agreement did not propose to change the order in which the annuity and legacy were to be paid, or to disturb the priority of the former over the latter, as established by the decree of 1796. Its whole object, upon this subject, was to fix and adjust the proportions of these claims which the representatives of the husband, and the wife, should receive, which proportions were, that the wife should receive one-third of whatever might be recovered of the legacy, and one-third of whatever might be recovered of the arrears of the annuity which were due at the period of the death of David Harris, the residue of the legacy and of such arrears of the annuity being released to the executors of the said David Harris. This agreement then, though it fixes the proportions in which these claims shall be divided between the husband and wife, does not profess, in any way, to alter the order of payment, or to take from the annuity the preference and priority over the legacy which was given it by the decree of 1796. But the annuity of £500, did not stop with the death of David Harris, it was to continue until the death of Frances H. Harris, which took place in November, 1817, and the agreement of April, 1811, provides that she should have for her life the ground rents on certain lots and parcels of land leased by Richard and John Moale, amounting to a certain annual sum, the difference between which, and the annuity of £500, was to be paid to her by the executors of her husband David Harris.

The arrangement, then, between Mrs. Harris and the executors of her husband was this: That she was to receive one-third of the legacy of £2250, one-third of the annuity which accrued during the lifetime of her husband, and the whole of the annuity which might accrue after his death, the said executors being entitled to receive the remaining two-thirds of the legacy, and of the annuity which accrued during the life of the husband, but no part of the annuity which accrued subsequently to his death.

But the proceeds of the property now to be distributed, are