

part of the land, he should have taken care to have had proper covenants inserted in the deed; the rule being that a vendor selling in good faith is not responsible for the goodness of his title beyond the extent of the covenants in his deed. *Gouverneur vs. Elmendorf*, 5 *Johns. Ch. Rep.*, 79.

For these reasons, I am of opinion that the injunction must be dissolved, except as to the sum of \$ 400, which the answer admits to be a proper credit.

A. RANDALL, for Complainants.

W. H. TUCK, for Defendant.

BENJAMIN CARR vs. JOHN F. IRELAND ET AL.	}	MARCH TERM, 1852.
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[CONSTRUCTION OF WILL—CONVERSION OF REALTY INTO PERSONALTY.]

A TESTATOR devised all his estate "both real and personal" to his wife for life, and after her death directed his executor to "sell his real estate and pay to each of his three grandchildren" \$ 1,000 each, when they arrive at the age of twenty-one. HELD—That this direction in view of a court of equity, operated a conversion of the real estate out and out into money.

[The late John Ireland by his will, executed on the 30th of May, 1848, devised to his wife all his estate, both real and personal, for and during her life, and after her death as follows: "My personal estate to be equally divided between my grandchildren," (naming them,) "to them and their heirs forever," "and that my executor sell my real estate and pay unto each of my three grandchildren," (naming them,) "the sum of one thousand dollars to each when they arrive at the age of twenty-one years, the interest to be paid annually. It is my will and desire, in case of either of my three grandchildren above named should die before they arrive at the age of twenty-one years, that the bequest herein made to such grandchild or children as may die shall be and remain the inheritance of his three other