

## THE CHANCELLOR :

Upon consideration of the questions presented by the report of the Auditor and the exceptions of the parties, I am of opinion first, that the direction in the will of John Ireland that his executor should sell his real estate, operated a conversion of it out and out into money upon the death of his widow, in the view of this court, and consequently that the Auditor was in error in assuming that the conversion was only to the extent of the legacies to the three grandchildren. The general rule that land articed or devised to be sold and turned into money shall in a court of equity be reputed as money is, I think, applicable here. 2 *Story's Eq.*, sec. 790; *Ashley vs. Palmer*, 1 *Meribole*, 296.

Second. I am also of opinion, that the exception of the complainant is well taken, and that the Auditor erred in deducting the \$29 25 from the commissions allowed the complainant by the Orphans Court.

A. RANDALL, for Exceptants.

THE OHIO LIFE INS. AND TRUST CO. }  
 vs. } DECEMBER TERM, 1849.  
 WINN AND ROSS AND OTHERS. }

[ANTE DATING OF NOTES—SUBSTITUTION—LIMITATIONS—CHANCERY PRACTICE—  
 COUNSEL FEES—APPEAL.]

The antedating of notes is not, *per se*, fraudulent or evidence of a dishonest intent, but where parties with a security before them covering a particular description of notes, make notes which upon their face are not within its terms, they cannot show by parol that such notes were antedated in order to bring them within the security.

Where a mortgage was executed to secure the payment of certain promissory notes, to be made by the mortgagors and endorsed by the mortgagees, and such notes were taken in exchange for those drawn by other persons.

Held—

That the holders of the notes so given in exchange are entitled to be substituted to all the rights of the makers thereof, to participate in the proceeds of the sale of the mortgaged premises.

Where cross paper is given for mutual accommodation, each party is liable to