

**DEEDS, CONSTRUCTION OF, &c.—Continued.**

are not liable to the plea of limitations, but with regard to the proceeds of any other property of the grantor they are so liable.  
*Gibbs vs. Cunningham*, 322.

**DEFICIENCY IN LAND SOLD.**

See AGREEMENTS, &c., 1.

**DEMURRER.**

See PARTNERSHIP, PARTNERS, 20.

PRACTICE IN CHANCERY, 48.

**DILIGENCE.**

See PRACTICE IN CHANCERY, 25, 26.

MISTAKE, 2, 4.

**DIVORCE A MENSA ET THORO.**

See ALIMONY, 1 to 9.

**DONATIO MORTIS CAUSA.**

See GIFTS INTER VIVOS OR MORTIS CAUSA.

**DOWER.**

1. A husband purchased land of S. and gave his notes for the purchase money, and to secure the payment thereof, agreed that G., of whom he had purchased other land at trustee's sale, on which he owed a small balance of purchase money, and which was paid off by S., should convey the same to S., in trust, to secure said balance, and also said notes; S. was also the assignee of a judgment rendered against the husband, upon whose death a bill was filed to sell his real estate to pay debts, and it was agreed that the widow's dower should be laid off in the land so conveyed by G. to S. HELD—

That the husband had an equitable interest in the land conveyed by G. to S. subject to the payment of the sums secured by that deed, but not liable to the judgment so as to defeat the widow's title to dower: that judgment having been recovered after the marriage, is subordinate to the claim of dower, which commenced with the marriage and the purchase by the husband from G. *Stewart vs. Beard*, 319.

2. If the provision made for the widow, who abides by the will, does not exceed her common law rights, a general legacy to her will not abate to pay debts in favor of specific legatees, she being considered a purchaser with a fair consideration. *Mayo vs. Bland*, 484.
3. A widow cannot renounce the will as to personalty, and claim the benefit of it as to the realty; she must either renounce the whole or be barred as to both the realty and personalty. *Ib.*
4. An averment in a bill, "that the property bequeathed to the widow is liable to pay debts" is a sufficient averment, that the benefits taken by her under the will are greater than her legal rights, because such liability depends upon this fact. *Ib.*

See PARTITION, 6, 8.

**ELECTION.**

See PRACTICE IN CHANCERY, 12.

WILL AND TESTAMENT, 2.