

LAND OFFICE.—*Continued.*

but upon a caveat it was admitted, that two of these lots belonged to another party, by the intervention of which, the contiguity of the others was destroyed. HELD—

That the certificate may be corrected, so as to exclude from the survey certain lots separated from the others by this intervention.

Baker vs. Naylor, 542.

LAPSE OF TIME.

See PRACTICE IN CHANCERY, 23.

SALES BY TRUSTEES, 3.

JUDGMENTS, 2, 3.

TRUSTEE AND CESTUI QUE TRUST.

LEGACY, LEGATEE.

See WILL AND TESTAMENT, 5, 6, 7, 9, 10, 15, 21 to 23, 24 to 29.

ORPHANS COURT, 11.

LIEN.

1. The clerk of a steamboat has a lien upon the vessel for his claim for wages, and stands in that respect upon an equal footing with the crew.

Abbott vs. Steam Packet Co., 310.

2. The captain of a steamboat drew an order upon the company, upon which the clerk advanced the money and applied it to pay the crew.

HELD—

That this order operated as an assignment of so much of the fund out of which the crew were to be paid, and substituted the clerk in the place of the crew and entitled him to their rights as their assignee. *Ib.*

See VENDOR'S LIEN.

DEEDS, CONSTRUCTION OF, &c., 1.

LIMITATIONS.

1. Where the real estate of an intestate is sold for the payment of his debts, the operation of the statute of limitations, so far as the heirs at law are concerned, is suspended for the space of eighteen months from the death of the intestate, by the act of 1849, ch. 224. *Thompson & Waters vs. Dorsey*, 149.

2. It is an established rule of the Chancery Court that the statute of limitations runs against a claim or debt down to the time it is exhibited. *Ohio Life Ins. and Trust Co. vs. Winn & Ross*, 253.

3. Where a promissory note is secured by a mortgage, the mortgagee having the legal title, is not ousted by his note's being barred by limitations, because the debt only is barred and the party holding the title may retain his legal advantage. *Ib.*

4. Parties who are entitled to be substituted in the place of such mortgagees, are entitled to the same exception from the operation of the statute with respect to proceeds of the mortgaged property. *Ib.*

5. A deed was executed in 1835, conveying certain lands, in trust, with power to the grantee to sell the same and apply the proceeds to pay, first—A specified debt. Second—All other debts of the grantor for which the grantee was responsible, and any advances the latter might