and if they receive it, they are under the same legal obligation to restore it as other usurers. This legal obligation may be enforced against a married woman by an action *at law* under the provisions of the Statute of 1860 (Laws of 1860, p. 158, ch. 90, § 7), which was in force when this action was commenced; and as the law now stands, a judgment may be given against her separate legal estate the same as if she were sole. (Laws of 1862, p. 345, ch. 172, § 7; Id., pp. 849, 850, ch. 460, § 12, 13). In this view of the case, it is no objection that the husband is joined with his wife as a defendant. Section 114 of the Code provides that when a married woman is a party, her husband *must* be joined with her, except, &c. This section is unrepealed, and the only statute modifying it when this action was brought, is that of 1860 (Laws of 1860, p. 158, ch. 90, § 7), which provides that when the suit relates to her separate property, she may sue or be sued alone. If the husband was not personally liable, the jury could have rendered a verdict accordingly, and the judgment might have been so framed as to protect his rights. I think there should be a new trial.

E. DARWIN SMITH and JOHNSON, Js., concurred.

ABSTRACTS OF RECENT AMERICAN DECISIONS.

NEW YORK COURT OF APPEALS.[1]

Corporation — Incomplete Organization — Presumption of Corporate Character as against a Subscriber to the Capital.—Where a railroad organization, attempting to organize under the general law, has filed papers having color of compliance with the statute, but so defective as to be incapable of supporting the incorporation as against the People, it may yet, as against a subscriber to its capital, be held a corporation *de facto*, upon proof of the feeblest user: *The Buffalo and Allegheny Railroad Co.* vs. *Cary.*

Corporation—Act of 1845 *in relation to Suits against a Foreign—*

[1] To appear in E. P. Smith's Reports, Vol. XII.

Rights and Liabilities of Subscriber to Stock.—The act (ch. 234 of 1845) in relation to suits against foreign corporations does not undertake to establish any new liability on the part of stockholders or debtors of such corporations, but only provides for subrogating creditors of the corporation proceeding against it by attachment in this state, to such rights as the corporation itself, under the local law or the *lex loci contractus,* might have enforced against the stockholder or debtor: *Seymour* vs. *Sturgess.*

In an action, therefore, against an alleged debtor of a Maryland corporation, in which no statute of Maryland was proved affecting his liability, it is to be determined by the common law: *Id.*

The corporation being created for the private benefit of its projectors, and not for any public object, no contract to pay for its stock any further sum than that required upon the original subscription is to be implied from such subscription, or from taking certificates of stock stating the further payments to which the stock might be subjected by order of the directors: *Id.*

The effect of such certificate is to give the holder a title conditional upon his making further payments, if called, but leaves such payment optional with him: *Id.*

The by-laws requiring the assent of five directors to a call upon the stockholders, the facts that the defendant was a director, that no call was made, and that the company became insolvent, when the amount which remained due upon its stock and subject to call was more than sufficient to pay all its debts, do not establish any personal liability against such director: *Id.*

The principle upon which persons subscribing or engaging to take stock are held liable, considered, and the cases discussed, by ALLEN, J.: *Id.*

Common Carrier—Liability for Injuries to Passenger, caused by defective Vehicles.—A common carrier is bound, absolutely and irrespective of negligence, to provide road-worthy vehicles. *Held,* accordingly, that a railroad corporation was liable for injuries to a passenger, caused by a crack in the iron axle of a car, although the defect could not have been discovered by any practicable mode of examination: *Alden* vs. *The New York Central Railroad Co.*

Street Railroad Cars—Injury to Passenger—Child of Eight Years of Age—Negligence—Damages.—The act of the driver or brakeman of a street car in assisting passengers to get on board is in the course of his

employment, and makes the principal liable for negligence in its performance: *Drew* vs. *The Sixth Avenue Railroad Co.*

The passenger being a boy of eight years, it was not, as matter of law, negligence in his parent to send him out without a protector: *Id.*

The boy being injured, the parent's damages are not confined to the loss of his services down to the trial, but include all such prospective loss as must necessarily follow from the injury: *Id.*

Criminal Law—Indictment for keeping Bawdy-House.—On the trial of an indictment for keeping a bawdy-house, evidence is admissible of repeated arrests of girls at the prisoner's house, upon the charge that they were prostitutes; that the prisoner procured bail for them; that such arrests were made at late hours in the night; and that women before convicted as prostitutes were frequently found in his house: *Harwood* vs. *The People.*

Criminal Law—Burglary—Indictment for—Tenement-House—Breaking of Door of Rooms occupied by Tenant.—Since the Revised Statutes, it is unnecessary, in an indictment for burglary in breaking, &c., with intent to commit a crime, to specify what kind of felony was intended: *Mason* vs. *The People.*

In a tenement-house, severed by lease into distinct habitations, each room or suite of rooms occupied by a tenant is his dwelling-house, and a door of such room is an outer door, so that a breach of it in the daytime is burglary, though the common door, for passage into the street, be open: *Id.*

Mortgage—Notice of defective Title in Assignor—Production of Bond.—The purchaser of a bond and mortgage who fails to require the production of the bond, is chargeable with notice of any defect in the assignor's title thereto: *Kellogg* vs. *Smith.*

A mortgage contained a covenant that the same should not be assigned without the written consent of the mortgagor, or a week's previous notice to him. The mortgagee assigned the mortgage without such consent or notice, and delivered the bond and mortgage to the assignee, who did not record the assignment. He again assigned them to a person, who learned by inquiry that the mortgagor had no notice of any previous transfer, and the second assignment was recorded. *Held*, that the title to the securities was in the first assignee: *Id*

Insurance—Assignment of Interest of Insured in Vessel—Mortgage.—The conveyance of a vessel, accompanied by a reconveyance by way of mortgage, does not work a transfer or termination of the mortgagee's interest, within the meaning of a marine policy providing that it should become void if the insured assigned his interest in the property without the consent of the insurer: *Hitchcock* vs. *The North-Western Insurance Co.*

Practice—Finding of Facts by Supreme Court—Review by this Court—Where the Supreme Court, at general term, affirms a judgment, any finding of facts, contradictory or supplementary to that of the referee or judge who originally tried the case, is unauthorized and will be disregarded by this court: *Phelps* vs. *McDonald.*

Accordingly, where a referee omitted to find anything in respect to the allegations of a counter-claim set up by the defendant, and the Supreme Court, at general term, affirming the judgment, found the facts stated in the counter-claim for the purpose of enabling the defendant to raise a question thereupon, this court declined to look into such supplementary finding: *Id.*

Criminal Law—Judgment of Oyer and Terminer—Reversal by Supreme Court—Writ of Error to this Court—Practice.—A Court of Oyer and Terminer gave judgment for the prisoner on demurrers to special pleas establishing a good defence. The plea of not guilty remained on the record undetermined. The Supreme Court reversed the judgment on the demurrers, and ordered a new trial. *Held:* 1. That the judgment of the Oyer and Terminer was final, and appealable to the Supreme Court. 2. That the judgment of the Supreme Court, though directing a new trial, was final so far as that court is concerned, and therefore appealable to this court: *Hartung* vs. *The People.*

The record having been remitted to the Court of Oyer and Terminer, this court has power to reach it for the purpose of reviewing the judgment of the Supreme Court; but whether the writ of error should be addressed to the inferior court, the Supreme Court, or both, *quære: Id.*

Intestate's Estate—Sale of Real Estate—Purchase by Agent of Administrator—Jurisdiction of Surrogate to order Sale.—The purchase at a sale of real estate for the payment of an intestate's debts, by one acting as the agent or for the benefit of the administrator, is void, and the title of the heirs is not affected thereby: *Forbes* vs. *Halsey.*

It seems, that chapter 82 of 1850, for the protection of purchasers at

sales made by order of surrogates, is constitutional in its retrospective provision as to titles claimed under sales made before the statute: Per DAVIES, J.; DENIO, C. J., and SMITH, J., concurring: *Id.*

The evidence necessary to confer jurisdiction upon a surrogate to order the sale of real estate on the application of an administrator, considered and discussed, per DAVIES, J.: *Id.*

Records of Foreign Courts—Authentication of—Provincial Governments—Conclusiveness of Foreign Judgments.—Our statute in respect to the authentication of the records of the courts of foreign countries relates as well to provincial government as to imperial. It embraces the province of Upper Canada, as well as the kingdom of Great Britain and Ireland: *Lazier* vs. *Westcott.*

The record of a judgment in Upper Canada is, therefore, properly authenticated by the clerk of the court, the secretary of state, and the governor of the province; and our courts will take judicial notice of their existence and authority, without any certification by the imperial authorities: *Id.*

The public seal of such a state, attested by the governor-general, proves itself in the same sense and to the same effect as the great seal of Great Britain and Ireland: *Id.*

An exemplification of a foreign record is received in evidence without any statement therein, or other proof, that it has been compared and found to be a transcript of the original. All that is implied by the statement by the proper authorities that they have caused the record to be exemplified: *Id.*

It is no objection to the reception and force of the exemplification that it contains interlineations and alterations, marked and verified as such by the initials of the clerk of the court. These are to be presumed properly noted by him at the time he authenticated the roll: *Id.*

The *postea* in the record stated that the judge presiding at *nisi prius* sent up the record had before him on the 19th November 1855, and it appeared that judgment was signed September 26th 1856. It was, therefore (plainly enough), properly averred in the complaint that the judgment was recovered on the latter day; and if this had been an error, it was amendable at the trial, and would be disregarded on appeal: *Id.*

The judgment of a foreign court is conclusive upon the merits. The defendant can impeach it only by proof that the court had not jurisdiction of the subject-matter or of his person, or that the judgment was fraudulently obtained: *Id.*

SUPREME COURT OF NEW YORK.[1]

Practice—Service of Summons by means of a Trick—Attachment against Executors—Suits against Foreign Executors.—Where a defendant residing in Canada was inveigled into the state of New York by a trick, for the purpose of effecting a service of the summons upon him, the service of the summons, and all proceedings dependent thereon, were set aside and a warrant of attachment vacated: *Metcalf* vs. *Clark et al., Executors.*

Proceedings by attachment against executors are inapplicable for the purpose of compelling the settlement of the estate of the testator; or of enforcing payment by the executors of an individual demand contracted by the testator, where the executors are not charged with any breach of duty, except a neglect to pay the debt: *Id.*

An ordinary action at law cannot be maintained in New York against foreign executors as such, since the office of executor *de son tort* was abolished by statute: *Id.*

Will; Rules of Construction.—Under the provisions of the Revised Statutes of New York, a will, whether it disposes of real or of personal property, speaks as of the time of the testator's death: *McNaughton et al.* vs. *McNaughton, Executor, &c.*

Where a testator devises all his real estate in express and unambiguous words, he will be deemed to have reference to the real estate as it shall exist at the the time of his death: *Id.*

G. being the owner of a farm and certain personal property, made his will, giving and bequeathing to his wife all his personal estate. He then gave, devised, and bequeathed to his wife "all his real estate," during her life, remainder over to others. He subsequently sold and conveyed the farm to L., taking back from the grantee a bond and mortgage for a part of the purchase-money, which he held at the time of his death. *Held*, that the bond and mortgage passed to the widow of the testator, as part of the personalty; it being the intent of the testator that the devise should operate only on the real estate of which he should die seised: *Id.*

Held, also, that if the devise were to be regarded as a devise of the farm, in effect a specific devise, then the sale and conveyance was, to that extent, a revocation of the will: *Id.*

[1] From Hon. O. L. Barbour, to appear in Vol. XLI. of his Reports.

Amendments—Unconscionable Defences.—In exercising the power of allowing amendments "in furtherance of justice," no discrimination should be made by the courts between legal defences offered to be set up, on account of their character. All defences recognized by the statute as being such—including those styled unconscionable, such as the statute of limitations, usury, &c.—stand upon an equal footing in this respect: *Sheldon, Receiver, &c.*, vs. *Adams.*

A party has a vested right to set up those defences as well as any other when they have become perfect: *Id.*

After promissory notes given to an insurance company have been sued upon as promissory notes assessed, the complaint will not be allowed to be amended, after the notes have become outlawed as stock notes, by inserting therein an additional claim, and count upon them for the whole amount thereof, as stock notes given before the organization of the company and as constituting a part of its capital; the effect of which amendment would be to cut off the defence of the statute of limitations: *Id.*

Nor will an amendment be granted by which a note liable to be assessed only for losses in one class of hazards, is permitted to be sued on as a stock note, and made liable for all losses: *Id.*

Justices' Courts—Time for rendering Judgment—Waiver of Statutory Limitation.—The limitation of time in the statute directing that justices of the peace shall render judgment and enter the same in their dockets, within four days after the submission of the cause, was intended for the convenience of the parties, and the protection of their rights; and a compliance with the statute may be waived by them: *Barnes* vs. *Badger.*

When any act is deferred beyond the time limited in the Justices Act, by the consent of the parties, it is no error that the act is done after the time specified in the act, if done within the agreed time: *Id.*

Where parties submit their cause to the justice, and stipulate with each other that the justice may take *five* days instead of *four* to render judgment, *it seems* they will be *estopped* from ever alleging in a court of justice, as a ground of error, that the judgment was rendered on the fifth instead of the fourth day: *Id.*

Possession of Wild Lands—Trespass—Doctrine of Relation.—One whose right to wild and uncultivated land purchased at a comptroller's sale for taxes, has become absolute, who is entitled to a deed from the comptroller, and who has all the actual possession that it is usual to take of that species of lands, may, *it seems*, maintain an action against a

stranger for carrying away logs therefrom. He may, at least, by virtue of such possession, defend his title to the logs, or defeat an action brought against him by the trespasser for their value: *Pierce* vs. *Hall.*

The doctrine of *relation* being a fiction of law, is to be resorted to only for the advancement of justice; and has not been adopted as a rule when third persons, who are not parties, or privies, might be prejudiced thereby: *Id.*

Whether a comptroller's deed of land sold for taxes, vests the title in the purchaser, by relation back to the time when the sale became absolute, so as to entitle him as against a trespasser to repossess himself of any property tortiously severed from the freehold? *Quære: Id.*

Justices of the Peace—Jurisdiction.—If a justice of the peace enters upon the trial of a cause *before* the hour at which the summons is returnable, the judgment will be void for want of jurisdiction, and will constitute no bar to a second action for the same cause: *Sagendorph* vs. *Shult.*

The day and hour fixed in the summons for its return, is the period when the justice takes jurisdiction of the action, and not the time when he issues the summons. The authority exercised by him previous to that stage of the cause, in issuing the summons, is merely *ministerial: Id.*

Married Women—Power to charge Separate Estate.—A married woman, having a separate estate in lands, but not in the rents and profits thereof, not conducting any business on her own account, cannot change such separate estate by a parol promise to pay the debt of her husband, where her separate estate has received no benefit on account of the contracting of the debt, and will not be benefited by the payment of it: *Ledlie* vs. *Vrooman.*

Action for Divorce—Pleading—Connivance of Plaintiff—Facts to be found by Referee.—Proof of adultery alone is not sufficient to authorize a judgment of divorce. It must be averred in the complaint, that the adultery charged was committed without the consent, connivance, *privity*, or procurement of the plaintiff; and the complaint must be verified by the oath of the plaintiff: *Myers* vs. *Myers.*

Where the plaintiff in his complaint alleged that five years had not elapsed "since he discovered the fact that such adultery had been committed by the defendant, without his consent, connivance, or procure-

ment:" *Held*, that this averment was not a compliance with the above rule: *Id.*

Upon a reference in an action for a divorce, it is the duty of the referee to find not only as to the fact of adultery, but also as to all other material facts, such as connivance of the plaintiff, &c.: *Id.*

SUPREME COURT OF MASSACHUSETTS.[1]

Railroad Company—Injury to Passenger—Negligence of Plaintiff.—If, in an action brought by a passenger in a railroad car against the railroad company to recover damages for a personal injury from the swinging of an unfastened door of another car standing upon a track parallel to that over which he is riding, it appears from the plaintiff's own testimony that his elbow extended through the open window, beyond the place where the sash would have been if the window had been shut, it is the duty of the court to rule that this is such carelessness as will prevent a recovery of damages by him, and to withdraw the case from the jury: *Todd* vs. *Old Colony and Fall River Railroad Co.*

Arbitrators—Interest to disqualify—Presumption of Regularity of Proceedings.—Stockholders in a bank which holds shares of a railroad company pledged to it as collateral security by a person in good credit and fair standing are not disqualified by reason of interest from acting as arbitrators in a case in which the railroad company is a party: *Leominster* vs. *Fitchburg and Worcester Railroad Co.*

If an award of arbitrators states that they after due notice met the several parties and their counsel, and heard their several pleas and allegations, the legal presumption is that they also heard all the legal proofs offered by either party, unless the contrary appears, although it is not explicitly stated in the award: *Id.*

Collateral Security—Sale for less than its Value.—A creditor who holds a note secured by mortgage as collateral security for his debt has no right to sell such security for less than its value, knowing that the purchaser buys it with intent to cancel it: *Fletcher* vs. *Dickinson.*

Mechanic's Lien—Waiver by Acceptance of Promissory Note.—A mechanic's lien is waived, if, before any money becomes due to him under the contract, he accept on account thereof the negotiable promissory notes

[1] From Charles Allen, Esq., to appear in Volume VI. of his Reports.

of his employer for the amount, payable after the time when the money would become due, and his right to file a petition to enforce his lien would expire, and actually negotiates the same, and there is no evidence of the actual intent of the parties in giving and receiving them; and the fact that he afterwards takes them up and offers to surrender them in court is immaterial: *Green* vs. *Fox and Others.*

Mortgage—Surrender of Defeasance and Acceptance of new Bond.—If a bond of defeasance which was executed by the grantee of land to the grantor at the time of taking the deed is surrendered and destroyed at the expiration of the time limited therein, and a new bond is given upon a consideration partly new, by which the grantee agrees to reconvey the premises to his grantor upon the payment within an additional time of a larger sum, the grantor thereby surrenders and abandons his title as mortgagor, and the grantee becomes the owner of the land in fee: *Falls* vs. *Conway Mutual Fire Insurance Co.*

Judgment—Conclusiveness of—Want of Authority in Attorney.—A domestic judgment rendered by a court of general jurisdiction in favor of the defendant, for costs, in an action between citizens of this commonwealth, cannot, if there was no fraud, and no want of jurisdiction is apparent on the record, be impeached in an action upon it, by proof that the action in which it was rendered was prosecuted by an attorney without authority, and without the knowledge of the party for whom he assumed to act: *Finneran and Wife* vs. *Leonard and Wife.*

Insolvency—Property in another State—Attachment by Citizen of this State enjoined.—If a citizen of this commonwealth has attached, in another state, personal property of a debtor who resides here, and who is insolvent under the laws of this commonwealth, it is the duty of this court, in the exercise of a sound judicial discretion, to enjoin the creditor from proceeding with his suit, if thereby the property will come to the hands of the assignees in insolvency: *Dehon and Others* vs. *Foster and Others.*

Sale by Sample—Latent Defect in Goods and Sample—Implied Warranty.—If manufactured goods are sold by sample, by a merchant who is not a manufacturer, and both the sample and the bulk of the goods contain a latent defect, there is no implied warrranty against the defect, and evidence is inadmissible to show that by the usage of merchants the seller is responsible therefor; and if such sale is made through a commission merchant, who is not authorized to sell on credit, he must

account to the consignor for the price without deduction for such defect: *Dickinson* vs. *Gay and Another.*

Deed executed during Insanity—Ratification—Prior Unrecorded Deed—The ratification of a deed executed during insanity will not make it effectual as against the grantor's prior deed, executed while he was sane, and recorded after the formal execution, but before the ratification, of the second deed: *Bond* vs. *Bond.*

A party seeking to establish a deed, the validity of which is questioned on the ground that the grantor was insane at the time of its execution, has no ground of exception to an instruction to the jury that "if the insane delusion was such that the party, though knowing that he was making a deed, and what its effect would be, yet was rendered indifferent to property by an insane delusion that he was about to perish, or that others who would be affected injuriously were about to perish, so that he was incapacitated from a rational care for his interests or theirs, then the deed may be avoided:" *Id.*

A party seeking to establish a deed of an insane person, on the ground that the grantor, after his restoration to sanity, has ratified it by receiving and accepting the consideration, has no ground of exception to an instruction to the jury that such acceptance must, to have this effect, "be the intelligent act of the grantor, knowing that he was acting under the contract contained in the deed, and understandingly availing himself of the provisions of the contract in his favor:" *Id.*

Executor—Usury on Note due to Testator—Personal Liability.—If an executor innocently receives unlawful interest reserved in a note due to his testator, an action cannot be maintained against him personally to recover back threefold the amount of the usury so paid, although he is described in the writ as executor: *Heath and Another* vs. *Cook.*

Grant of Land—Condition Subsequent.—A grant of land, which has been used as a burying-place, to a town, "for a burying-place for ever," in consideration of love and affection, "and divers other valuable considerations," is not a grant upon a condition subsequent: *Rawson* vs. *School District No.* 5 *in Uxbridge.*

Insurance—Time Policy—Implied Warranty of Seaworthiness.—In a time policy on a vessel which, at the commencement of the risk, is in a foreign port, where full repairs may be made, there is an implied warranty of seaworthiness, both for port and in setting out therefrom: *Hoxie* vs. *Pacific Mutual Insurance Co.*

SUPREME COURT OF WISCONSIN.[1]

Contract—Failure to deliver according to.—The defendant ordered a reaper, to be warranted in certain respects, and to be delivered to him on, &c., at M., to the care of D. & Co. When he called for the reaper at the time and place specified, he was shown the separate pieces of a large number of reapers of identical form and size, and was told by D. & Co. that one of them was designed for him, and that they would put one up for him if he would take it; but he refused. In an action by the manufacturers for the contract price, it was *held*, that if the machines were such as the order called for, the plaintiffs, having been ready and willing to perform the contract on their part, would have been entitled to compensation for any actual loss or expense which they had incurred in consequence of the defendant's refusal to take one of them; but that there was no such delivery of any machine as vested the title in the defendant, and entitled the plaintiffs to recover the *contract price: Ganson et al* vs. *Madigan.*

Contract for Reaper—What a proper Delivery under.—If the plaintiffs had at the proper time set apart for the defendant, so as to make it capable of identification, a machine answering to the order, they might, on his refusal to accept it, either have sold it, with due precautions, to satisfy their lien for the purchase-money, and then have recovered any unpaid balance of the price, or have held it subject to the defendant's order, and recovered the whole contract price: *Id.*

Patent Ambiguity; Evidence to explain admitted.—The contract contained a warranty that the machine furnished should be "capable, with one man and a good team, of cutting and raking off * * from twelve to twenty acres of grain a day." *Held*, that although the ambiguity in the contract, arising from the use of the word *team* (which may designate either one or more pairs of any kind of draught animals), is a *patent* ambiguity, yet it is of such a nature that it may be explained by oral evidence of the circumstances which attended the making of the contract; and it was not error for the court to admit in evidence declarations of the plaintiffs' agent who procured the order, made to the defendant at the time the order was given, as to the amount of power which the machine would require: *Id.*

[1] From P. L. Spooner, Esq., to appear in Wisconsin Reports, Vol. XV.

Partition—Effect of Judgment in, upon Unknown Owners.—Where proceedings in partition are properly taken to bind *unknown owners*, the judgment not only concludes them in respect to any interest they may have as tenants in common, but precludes them from showing afterwards that they had a paramount title in *severalty* to any part of the partitioned premises: *Kane* vs. *The Rock River Canal Company.*.

A complaint for partition stated that the plaintiff owned the undivided three-eighths of the land; that A., one of the defendants, owned an undivided one-eighth; that it appeared by the records that B., another defendant, owned one-sixteenth, and C., another defendant, one-fourth, and that F. did own the remaining three-sixteenths, but had died, leaving divers persons, to the plaintiffs unknown, his heirs; and that if said A., B., and C. did not own the interests so mentioned as belonging to them, such interests belonged to unknown owners, whose names, as also the names of said heirs, the plaintiffs were unable to ascertain. *Held*, that the allegations were sufficiently comprehensive to include any and all unknown owners, provided the title to any portion proved to be in different parties from those supposed: *Id.*

Where there are several plaintiffs in a suit for partition, an affidavit made by *one* of them only, stating merely, in the general language of the statute, that there are parties interested in the premises "who are unknown," is not sufficient to authorize an order of publication which will give jurisdiction over unknown owners, there being nothing to show that there were not other owners known to the other plaintiffs: *Id.*

Garnishment—Municipal Corporation.—A municipal corporation is not liable to be made a garnishee in attachment: *Burnham* vs. *The City of Fond-du-Lac.*

Property of Married Woman—Trespass.—In trespass by a firm, one member of which is a married woman, against an officer, for taking, on an execution against the husband of the female plaintiff, goods which are alleged to belong to the firm, it is necessary for the plaintiffs to show that the interest of the female plaintiff in the goods was her *separate estate*: *Duress et al.* vs. *Homeffer.*

Voluntary Conveyance—Grantors in, will not be compelled to reform Deed.—Equity will not interfere to compel the affixing of a seal to a *voluntary* instrument of conveyance which was invalid for want of a seal: *Eaton* vs. *Eaton et al.*