

HISTORY OF A TITLE.

longed to Mr. William Ingalls was passing from one person to another in the bewildering manner we have endeavoured to describe, Mr. Ingalls had himself, for a time, looked on in amazement. It finally occurred to him, however, that he would go to the root of this matter of the title. He employed a skilful conveyancer to trace that title back, if possible, to the Book of Possessions. The result of this investigation was that it appeared that the parcel which he had himself owned, together with the additional parcel bought and added to it by Smith, had, in 1643 or 1644, when the Book of Possessions was compiled, constituted one parcel, which was then the "possession" of one "Madid Engles," who subsequently, in 1660, under the name of "Mauditt Engles," conveyed it to John Vergoose, on the express condition that no building should ever be erected on a certain portion of the rear of the premises conveyed. Now it had so happened that this portion of these premises had never been built upon before the great fire, but Mr. Smith's new buildings had covered the whole of the forbidden ground. It was evident, then, that the condition had been broken; that the breach had occurred so recently that the right to enforce a forfeiture was not barred by the statute, and could not be deemed to have been waived by any neglect or delay; and that consequently, under the decision in *Gray v. Blanchard*, 8 Pick. 284, a forfeiture of the estate for breach of this condition could now be enforced if the true parties entitled by dissent and by residuary devises under the original "Engle" or "Engles" could only be found. It occurred to Mr. Ingalls, however, that this name "Engles" bore a certain similarity in sound to his own; and as he had heard that during the early years after the settlement of this country, great changes in the spelling of names had been brought about, he instituted an inquiry into his own genealogy, the result of which was, in brief, that he found he could prove himself to be the identical person entitled, as heir of Madrid Engle, to enforce, for breach of the condition in the old deed of 1660, the forfeiture of the estate now in the possession of John Smith.

When Mr. Smith heard of these facts, he felt that a retributive Nemesis was pursuing him. He lost the usual pluck and bull-dog determination with which he

had been accustomed to fight at the law all claims against him, whether just or unjust. He consulted the spirits; and they rapped up the answer that he must make the best settlement he could with Mr. Ingalls, or he would infallibly lose all his fine estate,—not only that part which Mr. Ingalls had originally held, and which he had obtained for almost nothing from the heirs of Benjamin Parsons, but also the adjoining parcel for which he had paid its full value, together with the elegant building which he had erected at a cost exceeding the whole value of the land. Mr. Smith believed in the spirits; they had made a lucky guess once in answering an inquiry from him; he was getting old; he had worked like a steam-engine during a long and busy life, but now his health and his digestion were giving out; and when the news of Mr. Ingalls' claim reached his ears, he became, in a word, demoralised. He instructed his lawyer to make the best settlement of the matter that he could, and a settlement was soon effected by which the whole of Mr. Smith's parcel of land in the burnt district was conveyed to Mr. Ingalls, who gave back to Mr. Smith a mortgage for the whole amount which the latter had expended in the erection of his building, together with what he had paid for the parcel added by him to the original lot. Mr. Smith, not liking to have anything to remind him of his one unfortunate speculation, soon sold and assigned this mortgage to the Massachusetts Hospital Life Insurance Company; and as the well-known counsel of that institution has now examined and passed the title, we may presume that there are in it no more flaws remaining to be discovered.

In conclusion, we may say that Mr. William Ingalls, after having been for some ten years a reviler of the law, especially of that portion of it which relates to the title to real estate, is now inclined to look more complacently upon it, being again in undisturbed and undisputed possession of his old estate, now worth much more than before, and in the receipt therefrom of an ample income which will enable him to pass the remainder of his days in comfort, if not in luxury. But, though Mr. Ingalls is content with the final result of the history of his title, those lawyers who are known as "conveyancers" are by no means happy when they contem-