

HISTORY OF A TITLE.

VAUGHAN, B.—Was not a strong judge as compared with his brethren. See 12 Law Mag. O.S. 263.

WENSLEYDALE, Lord.—“Whose mind was deeply imbued, not only with common law, but also with general jurisprudence,” per Willes J., in *Stevens v. Tillet*, 19 W. R. 187.

WIGRAM, V.C.—“A judge so experienced in questions of pleading,” per Strong, V.C., in *Longeways v. Mitchell*, 17 Gr. 192.

WILLES, C.B. of Exchequer in Ireland, was a feeble and inadequate chief judge, who was little aided by the other judges of that court. See Woolrych “Serjeants,” Vol. II, p. 569.

WILLES, C.J.—“No mean authority,” per Park, J., in *Fletcher v. Sondes*, 3 Bing. 549. “Certainly a very great common lawyer,” per Lord Eldon, in *Smith v. Doe*, 7 Pri. 509.

WILMOT, C.J.—“A great lawyer,” per Lord Eldon, in *Crowley's case*, 2 Sw. 65.

WOOD, B.—“No judge in modern times better skilled in the interpretation of deeds and wills.” 4 Law Mag. O.S. 75. n.; See Woolrych “Serjeants,” 632, 3.

WRIGHT, J.—“One of the strictest law judges that ever sat in Westminster Hall,” per Lord Mansfield, cited in *Milbourn v. Ewart*, 5 T. R. 386.

SELECTIONS.

THE HISTORY OF A TITLE.

A CONVEYANCER'S ROMANCE.

OF the locality of the parcel of real estate, the history of the title of which it is proposed to relate, it may be sufficient to say that it lies in Boston within the limits of the territory ravaged by the great fire of November 8th and 9th, 1872. In 1860 this parcel of land was in the undisturbed possession of Mr. William Ingalls, who referred his title to it to the will of his father, Mr. Thomas Ingalls, who died in 1830. Mr. Ingalls, the elder, had been a very wealthy citizen of Boston; and when he made his will, a few years before his death, he owned this one parcel of real estate, worth about \$50,000, and possessed, in addition, personal property to the amount of between \$200,000 and \$300,000. By his will he

specifically devised this parcel of land to his wife, for life, and upon her death to his only child, the William Inglass before mentioned, in fee, to whom, after directing his executor to pay to two nephews, William and Arthur Jones, the sum of \$25,000 each, he gave also the large residue of his property. After the date of his will, however, Mr. Thomas Ingalls engaged in some unfortunate speculations, and upon the settlement of his estate the personal property proved to be barely sufficient for the payment of his debts, and the nephews got no portion of their legacies. The real estate, however, afforded to the widow a comfortable income, which enabled her during her life to support herself in a respectable manner. Upon her death, in 1845, the son entered into possession of the estate, which had gradually increased in value; and he had been enjoying for fifteen years a handsome income derived therefrom, when he was one day surprised to hear that the two cousins, whom his father had benevolently remembered in his will, had advanced a claim that this real estate should be sold by his father's executor, and the proceeds applied to the payment of their legacies. This claim, now first made thirty years after the death of his father, was of course a great surprise to Mr. Ingalls. He had entertained the popular idea that twenty years possession effectually cut off all claims. Here, however, were parties, after thirty years undisputed possession by his mother and himself, setting up in 1860 a claim arising out of the will of his father, that will having been proved in 1830. Not had Mr. Ingalls ever dreamed that the legacies given to his cousins could in any way have precedence over the specific devise of the parcel of real estate to himself. It was, as a matter of common sense, so clear that his father had intended by his will first to provide for his wife and son, and then to make a generous gift out of the residue of his estate to his nephews, that during the thirty years that had elapsed since his death it had never occurred to any one to suggest any other disposal of the property than that which had actually been made. Upon consulting with counsel, however, Mr. Ingalls learned that although the time within which most actions might be brought was limited to a specified number of years, there