

proof difficult. It is not too much to say that this argues a consciousness on the part of *William McMichael* that he could not succeed until death had removed those who had personal knowledge of the transactions which he desired to impeach.

1857.

Fick
v.
McMichael.

If the first deed be satisfactorily established there is of course an end of the plaintiff's case; but if the defendants had to rest upon the second deed only, questions might arise out of its being a voluntary conveyance. But we think the deed of the 22nd of September, 1803, established, and do not hesitate to express our full conviction that it was duly executed by *Edward McMichael*, and was a valid conveyance of the land it purported to convey, to *McKay*. The plaintiff's bill must be dismissed with costs.

HATCH V. FICK.

Sale of hemlock bark.

The owner of real estate sold all the hemlock bark thereon. *Held*, that November 17 the purchaser had, under such sale, a right to fell the trees. and December 18.

The bill in this cause alleged that on the 18th day of March, 1854, the defendant *Brown*, the owner of 50 acres of land, entered into a written agreement with the plaintiff, for the sale to the plaintiff of all the hemlock bark thereon, together with a certain number of the hemlock trees, "*with the privilege and right to enter in and upon any part or the whole of the said quarter lot at his pleasure, with teams, carriages, and workmen, to peel, cut, and haul away the said bark and trees, for and during the full term of four years, from the day of the date hereof, and no longer.*" That on the 22nd day of April, 1856, *Brown* sold and conveyed the said 50 acres to the defendant *Frederick B. Fick*, reserving all hemlock bark upon the same; and that *Fick*, prior to, and at the time of the sale and conveyance to him, had notice, and well knew of the agreement between the plaintiff and *Brown*.

Statement.