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## Documents Online

**Title:** Legal Opinion of Roger B. Taney on Charles Ridgely's Will

**Date:** October 7, 1828

**Location:** I-SpahrB-1961-2

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Genl. Bridgely has requested my opinion on that part of the will of Charles Bridgely dated April 7. 1786 which relates to the land which is described in that will "as the land bought of Henry Danwall". In the last clause of the will which concerns this land it is devised to Genl. Bridgely and the heirs of his body provided he should die without male issue.

It is well settled that the words "if he die without issue" in a devise of real estate must be construed to mean an indefinite failure of issue, unless other words are used which confine it to issue living at the time of his death.

Applying this rule of construction to the devise before me I think that Genl. Bridgely took under the will an estate in tail male general in the land in question, or also an estate tail general in remainder dependent on the termination of the estate in tail male. In this view of the

case a deed of bargain & sale made by Genl.  
Bridgely will dock the entail and convey an  
estate in fee simple to the grantee in the  
deed -

Oct. 7. 1828

R. B. Taney

Mr. Farquhar's opinion  
on Donnell's case

Genl. Ridgely has requested my opinion on that part of the will of Charles Ridgely dated April 7, 1786 which relates to the land which is described in that will "as the land bought of Henry Darnall." In the last clause of the will which concerns this land it is devised to Genl. Ridgely and the heirs of his body provided he should die without male issue.

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Applying this rule of construction to the devise before me I think that Genl. Ridgely took under the will an estate in tail male general in the land in question, on also an estate tail general in remainder dependent on the termination of the estate in tail male. In this view of the case a deed of bargain & sale made by Genl. Ridgely will dock the entail and convey an estate in fee simple to the grantee in the deed.

R. B. Taney.

Oct. 7, 1828