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

Date: October 7, 1828

Location: I-SpahrB-1961-2

Contact:

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Gent. Ridgely has requested my opinion an that part of the will of Charles Bridgely Dated april 7. 1786 which relates to the love which is described in that wie e "as the land hanglet of Henry Dannale" . - In the last clause of the wice which concerns this land it is devised to gent thisgely was the him of his landy promided he about die without male ipsue. It is will settled that the words if he die without "pue" in a devise of real extate must be construed to mor an indificite failure of ipur, with other words are used which confine it to if we living at the time of his death.

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case a deco of bargain & sale made by gent. Bridgely will dock the entail and coming are estate in fer simple to the granter in the der -Or B. Taney Oct. 7. 1828 The state of the s The state of the s The town to the same to the sa

Me Tanup opinion

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.

It is well settled that the wards "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. 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.