

County." And again, "After the death of my beloved wife Dicandia S. Smith, I give to my brother Charles S. Smith, all my land where I now live adjoining Benedict, Leonardtown, in Charles County, to him and his heirs forever. My will is, that in one year after my brother enters into the possession of the above land, he pay to my sisters Margaret and Mary Wheatly, or to their heirs, five hundred pounds current money ($\$1,333.33\frac{1}{3}$) each, for the due performance of which I hereby make the said land liable."

After which Henry A. Smith died leaving his widow, devisee, and legatees then alive, and his widow then and ever since a resident of Charles County. The plaintiff Dorsey married the widow Dicandia, and purchased of the defendant Charles S. Smith, the remainder so devised to him clear of all charge of the legacies for the payment of which it was so made liable. But the defendant having failed to satisfy those legacies, the plaintiff Dorsey, on the 17th February, 1817, bought one of them for the sum of $\$1,101$. and claimed a credit for that amount on the bond by which he and the plaintiff Chapman, were bound to the defendant for the purchase money of the estate in remainder.

On the 9th of December, 1823, the auditor made and filed a report in which he says: "For the legacy bought by the complainant Dorsey, he has credited a sum, $\$560.22$, as with simple interest for twenty-three years, the probable duration of Mrs. Dorsey's life and one year after, would amount to $\pounds 500$; ($\$1,333.33\frac{1}{3}$), * and then such a sum, $\$349.06$, also as, with compound interest, would amount to it. The calculation of the probable **272** duration of Mrs. Dorsey's life is made from Dr. Halley's Table of Observations, which for a long time has been used as the foundation of such computations. The bill stated Mrs. Dorsey's age to be between forty-two or forty-three, or thereabouts. The answer admitted it. In February, 1817, when the complainant Dorsey, bought the legacy referred to, she must have been about forty. She then had an even chance of living twenty-two years, and the legacy was payable one year after her death."

This is an instance of a reversionary payment; and, being a legacy charged upon real estate, would, according to the English law, and perhaps also according to our law, but for a single expression of the will, have lapsed for the benefit of the inheritance, if the legatee had died before the day of payment; and consequently, in that case, to ascertain its value on the 17th of February, 1817, it would have been not only necessary to deduct from it the value of the life of the person until whose death it was not to be paid, but also the value of the legatee's chance of living until the day of payment. 1 *Price Obser. ch. 3*; *Will. Exrs.* 781; 1810, ch. 34, s. 4; *Collet v. Wollaston*, 3 *Bro. C. C.* 228. But the testator says my brother shall, "pay to my sisters Margaret and Mary Wheatly, or to their heirs, five hundred pounds current money