ATTORNEY, POWERS OF, &c.—*Continued.*
ments recovered upon others, when she died, and the claims were passed to the administrator *d. b. n.* HELD—
That under such circumstances, the administrator *d. b. n.* has the right to change his attorney; but the commissions should be equally divided between the attorney first employed and the one who may collect the money. *Notley Young's Estate*, 461.

AUDITOR'S ACCOUNTS AND REPORTS.
See PRACTICE IN CHANCERY, 1.

BILLS OF REVIEW.
1. If a decree be enrolled so that the cause cannot be reheard upon petition, there is no remedy but by a bill of review, which must be upon error appearing upon the face of the decree, or upon some new matter discovered since. *Ducker* vs. *Belt*, 13.
See PRACTICE IN CHANCERY, 37, 67.

BOOKS AND PAPERS, PRODUCTION OF, &c.
See PRACTICE IN CHANCERY, 58 to 60.

CASES EXPLAINED OR OVERRULED.
1. The case of *Stevens* vs. *Gregg*, 10 *G. & J.*, 143, is not in conflict with this case; the controversy in that case was between pecuniary legatees and the devisee of the real estate, and the legacies were not charged upon the land. *Mitchell* vs. *Mitchell*, 71.
2. The circumstances of this case are distinguishable from those of the case of *Dugan et al.* vs. *Gittings et al.*, 3 *Gill*, 138, in essential particulars; there being here no legal testimony of mutual promises to marry, and none to bind the husband to the terms of the agreement as stated by the wife, and no clear evidence that the property was delivered in pursuance of the agreement. *Gough* vs. *Crane*, 119.

CHARGES UPON LANDS DEVISED.
1. Testator, by his will, made in 1825, desired his son to release an undivided interest in certain land which the son held in common with his sister, to the latter, "or, in lieu thereof," pay to his sister $5,000, and "with the payment of which, in case of his refusal or omission to release," as aforesaid, he "charged that portion of his estate" devised to his son. The son accepted the devise, and died in 1837 without executing the release, and thereupon his sister became entitled both to the land charged, and that required to be released by the will; there was some evidence also that she enjoyed in the lifetime of her brother the beneficial use of the land to be released. Upon a bill filed by the sister, in 1846, to recover this sum of $5,000 from the general personal estate of her brother, it was HELD,—
1. That, under these circumstances, this claim is *strictissimi juris*, and should be made out in a very clear and satisfactory manner.
2. That the terms of the will are too clear and direct to leave any doubt upon the subject of the existence of the charge upon the land devised to the son.
3. That this charge was extinguished by the descent of the title to the land upon the sister, in whose favor the lien was created.
4. That by accepting the devise, the son became personally bound for the payment of the charge, if he refused or omitted to make the relinquishment required of him.