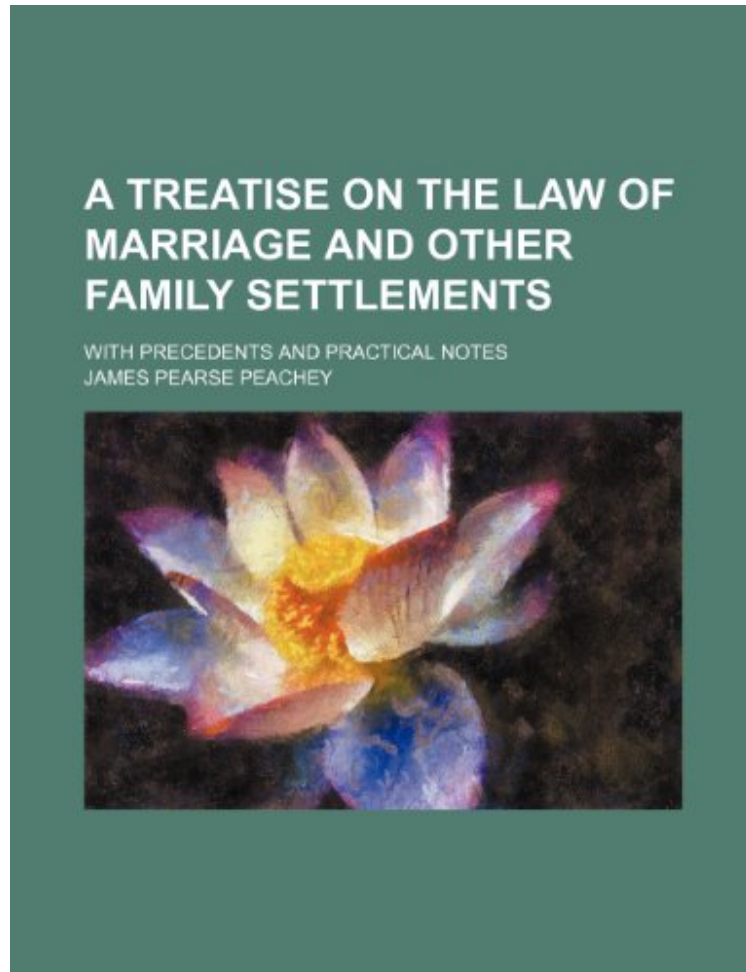


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# A treatise on the law of marriage and other family settlements; with precedents and practical notes

*James Pearse Peachey*

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such, for example, as the the parol evidence. instructions for preparing the deed, or a note by the solicitor, and which naturally accounted for the mistake in the deed (o). Thus, in a case before illustrations, the Court in.1750 (/), a man, in contemplation of Case before his marriage, stated or drew by way of instructions wiekefc"1 to his solicitor what his proposed wife's fortune then was, and agreed on his own part to add as much more, to be settled in strict settlement. He further stated that his intended wife had a prospect of an additional fortune, to which he agreed, provided it did not exceed 1,000l., to add a like sum, to be also strictly settled, but that any excess was not to be settled. The settlement was prepared according to the instructions, with this material difference, that the solicitor having in the (n) Countess of Shelburoe v. Wallace, before Sir William Earl of Inchiquin, 1 Bro. C. C. Fortescue, M. R., cited in Tarby Belt, 338, 341; Henkle v. gus v. Puget, 2 Ves. sen. 195. the Royal Exchange Assurance (o) Alexander v. Crosbie, Company, 1 Ves. sen. 317,319! Lloyd Gool, temp. Sugden, Marquis Townshend v. Stan-150. groom, 6 Ves. 328, cited in (p) Young v. Young, cited by Beaumont v. Bramley, Turn. Sir Thomas Clarke, M. R., in Russ. 52; and Mortimer v. Rogers v. Earl and Thomas v. Shortall, 2 Dru. War. 369. Davis, 1 Dick. 295, 303, 304; In one case, indeed, the Court and Lord Cranworth, C, in refused to admit parol evidence, Bold v. Hutc...