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1881 May Galloway C. Morris Incoming Letters MS 1994

SIDE ONE

CAREY & CAREY,
ATTORNEYS AT LAW,
53 LEXINGTON ST.
JAMES CAREY, JR FRANCIS K. CAREY.

Baltimore, May 10th 1881

Galloway C. Morris Esq.

Dear Sir – Your letter enclosing draft of deed was referred to me this morning by my father, and with one or two slight corrections in the deed, I have forwarded it to Dr. Cheston at West River to be returned by him to you if he approves of it – I can speak for all the Executors when I say that they regret very much that you should think they have opposed in the slightest degree any family arrangement which you desired to make, as of course to them it can matter nothing to whom they shall pay or transfer the legacies given to your mother – as however I am in some degree responsible for the course they have taken I should prefer to explain their motives, and you must pardon my repeating some things which you already know – In Maryland the Executors, beyond being responsible for the payment of the collateral Inheritance tax have nothing to do whatever with the real estate, it passing at once to the devisees under the will – as to the personal property, tho until the administration is completed, it is vested in them, and the legatees must get their little from them, yet their duty to such legatees only extends to paying over and transferring to them at the proper time such legacies, If after the death of the testator any legatee has conveyed by a proper deed his legacy to some one else, it is of course the duty of the Executors to pay or transfer the legacy to such assignee – Not only does it not seem to me to be the duty of the Executors to take on themselves transfers of legacies from one legatee to another (for this of itself would not have prevented them acting in this case) but it would seem also not proper for Executors as such to come in between legatees and make or carry out such arrangements, they being obliged in that capacity to be entirely independent of them both

As Dr. Cheston told you in his letter of May 3rd Mr. Hinkley as the counsel employed only in connection with the preparation of the confirmatory deed, went no further into the rights of your father Dr. Morris in his wifes legacies &c than to say that it was extremely advisable for him to join in the ~~Consent~~ confirmatory deed – as counsel for the Executors, and also acting in the interest of those here entitled to a share of the real estate, I had carefully examined the question and with all due respect to the opinion of your counsel in Phila was decided of the opinion that Dr Morris would take his Curtesy in the real estate, and whatever interest in the personal estate the intestate laws of Penna would have given him had Mrs Morris survived Mr Cheston