

and acknowledged the foregoing instrument to be their free act and deed, before me. And I certify that I accidentally drew a line through the signature of William N. Ryerson and erased the same, thus partly obliterating the signature.

P. Tecumseh Sherman, Commissioner of Deeds (seal)  
New York City.

Rec'd Jan. 18, 1905 at 3h. 44m. P. M. Ent'd & Ex'd.

Attest: *Lettie M. Hubbard, Dist. Register.*

Goddard et al.

Decree

Worcester ss.

Superior Court.  
In Equity.  
May Sitting, 1904.

Antoinette L. Joslin, Plaintiff.

vs.

Emory W. Goddard and H. Wilson Goddard, Respondents.

Final Decree.

This case came on to be further heard at this sitting, and was argued by counsel; and thereupon, upon consideration thereof, it is ordered, adjudged and decreed as follows, to wit:-

1. That the findings of fact contained in the first report of the Master to whom this cause was duly referred, now on file as a part of the record of this case, be and the same is hereby confirmed, except as to the amount due the plaintiff by the respondents on the accounting.

2. That a certain deed from Mary A. Goddard of Webster, in said County to Emory W. Goddard and Wilson H. Goddard, both of said Webster, dated June 6, 1896 and recorded in the Worcester District Registry of Deeds for said County, book 1692, page 523, is void (1) because there was no delivery of the same during the lifetime of the grantor, (2) because the grantor in making and executing said deed had a testamentary mind, and did not intend to part, and did not part with her title to or interest in the premises therein described during her lifetime, (3) because it is in terms the conveyance of an interest in real estate to take effect after the death of the grantor.

3. That a certain deed from Mary A. Goddard of Webster, in said County to Emory W. Goddard and H. Wilson Goddard of said Webster, dated June 6, 1896, and recorded in Worcester District Registry of Deeds for said County, book 1637, page 583, is void, (1) because there was no delivery of the same during the lifetime of the grantor, (2) because the grantor in making and executing said deed had a testamentary mind and did not intend to part, and did not part with her title to or interest in the premises therein described during her lifetime.

4. That the said Mary A. Goddard died intestate December 19, 1899, and at the time of her death was the owner in fee, without mortgage incumbrance of the premises described in the deeds to which reference is made in the second and third paragraphs of this decree.

5. That the said Antoinette L. Joslin, Emory W. Goddard and H. Wilson Goddard are children of the said Mary A. Goddard, and her husband Joel Goddard, and were the only heirs at law and next of kin of said Mary A. Goddard at the time of her decease, and are now her only heirs.

6. That the said Antoinette L. Joslin at the death of the said Mary A. Goddard, became entitled to and had vested in her, one undivided third interest and share of the real estate described in the deeds to which reference is made in the second and third paragraphs of this decree, free from incumbrance and thereby became a tenant in common thereof with the said Emory W. Goddard and the said H. Wilson Goddard, each of whom for the same reason and likewise had vested in him one undivided third interest and share of the real estate described in the aforesaid designated deeds.

7. That a portion of the premises described in the deeds aforesaid recorded in the Worcester District Registry of Deeds for said County, book 1637, page 583, to wit:- Certain premises situated on the north side of Main Street, in said WEBSTER and known as the "homestead" were mortgaged by the said Emory W. and H. Wilson Goddard, for valuable consideration received by them to their own exclusive use, after the death of said Mary A. Goddard, but before this suit was brought to the Webster Five Cents Savings Bank of said Webster, and a mortgage deed thereof was duly executed and delivered by said Emory W. and H. Wilson Goddard to said Bank; and at a later time, but before this suit was brought, said premises were sold and a warranty deed thereof made and delivered by the said Emory W. and H. Wilson Goddard to one Cohen for valuable consideration received by the said respondents to their own exclusive use; that the title derived in mortgage as aforesaid by the said Bank is decreed to be a good and valid title in mortgage, and the title derived by the said Cohen as aforesaid, is hereby decreed to be a good and valid title in fee-simple, as against the said Antoinette L. Joslin, Emory W. Goddard and H. Wilson Goddard.

8. That the premises described in the deed aforesaid, recorded in the Worcester District Registry of Deeds for said County, book 1692, page 523, being a house and lot situated on School Street in said Webster and that portion of the premises described in the deed aforesaid, re-