Dr Harris. . . . It was very material to show that ye Building is in so ruinous a condition, as to want rebuilding; it shews how greatly neglected every thing has been, & if any parts are in that State, they must be rebuilt: there is a wide difference between Incumbents & mere Tenants for Life: in the case of the latter, the next in Reversion, can come in to view, & have an Action of waste whilst the Tenant for life is living: the Successor to an Incumbent in possession, is uncertain, acquires no right in his life time, nor was a person ever so certain of succeeding to ye Eccles: promotion, as to be able to claim a right of entry or sue. ye Incumbent: of ye Deanery House was dilapidated in ye time of ye late Dean Predecessor. ye Dean had his Remedy agt his Exors; & if he had not a proper Sum from them, he might have had, it was his own neglect, his own fault; & his Exors must make it good to ye present Dean. The Objections made to some Item in ye Estimates are not Dilapidations, is too early: but however, those pitched upon, may fall under that denomination: for as to contracting ye Chimney, ye presumption will be, yt it is to be done, for ye sake of strengthening ye House: there may be no Cisterns now but ye presumption is, yt they are worn out; ye Question is not, how Tenants for life are to repair: Eccles: Houses are to be repaired by a different Rule: they use to be in such repair yt ye Successor can come in directly: therefore painting & White washing are fit & necessary: from our shewing ye Time that Dr N. enjoyd ye Deanery, near 20 years, it is to be presumed ye Dilapidations arose in his time. It is not so immaterial as ye Dr wd make it to plead his residing; for one who resides & lets ye House decay is ye more culpable: It is true indeed, we have not expressly pleaded when Dr N. died: but he must have died about ye time yt Dr Markham acceeded to it; & his Succession we have pleaded: it is ascertained within a week: the time when ye Will was proved fixes that of ye Death precisely enough: in ye 14th Article we claim £200 accord: to Wrights Estimate: so they cd be at no loss for a specifick Sum to guide them in making a Tender.

Dr Wynn. . . . I cd not understand the Kings Advocate, except ye Argument was, yt ye Deanery House is too ruinous to be repaired, wants rebuilding: but if it does, if neglect of ye late Possessor must have been ye occasion of it, his Exors must bear ye Burthen of ye Dilapidations arising from that neglect, whether it be rebuilding or repairing: I do not know ye Law of Chancery, or of Tenants for Life; but by ye Eccles: Law, in whosesoever's time they arose, the Exors of ye Person late in possession are to be charged with ye Repairs, for it is no excuse to say the late Incumbent found ye House dilapidated, because it was his duty to ye Church, as well as himself, to see for what this Predecessor ought to have done: he ought on coming to ye Preferment to get ye Dilapidations immediately ascertained & if he omitted it, he acted very imprudently: in his life time he was liable to a monition for Repairs; Estimates are always taken to found a demand, & serve as a guide in ye Tender: It is certified jointly & severally, that ye Repairs will amount to £200, we are so far from being absolutely bound, yt if more can be proved due, more may be demanded

to several of ye Articles are necessary to make it intelligible & to form a Connexion: It was very essential to plead ye Value of ye Benefice, ye number of years Dr N. had it, for suppose a Party comes to a Benefice greatly dilapidated, & this Predecessor shd be insolvent, ye Sale of his Effects can only be in proportion to ye value of ye Benefice, ye number of years their Testator enjoyd it, setting them ye value of ye Deanery only at £600 p Ann: & he it for 20 years he must have shar'd of its real value, yt he enjoyd it for 20 years he must have received 10000 £. nothing has been laid out upon ye House, £200 cannot be disproportionate to so large a Sum. The Situation of ye Windows, shew, yt ye proposed Alteration is intended to add to the Strength of ye House; ye Walls were cracked so as to render it necessary a Party wall in ye Stable is necessary to support ye Roof as appears from ye very form it is pleaded in, when it is said to be crippled. there has not been ye least painting or white washing all Dr N's time: ye former is absolutely wanted for upholding ye Glass wch is falling out, by reason of ye Frames wch are rotting the other is highly fit, proper for ye Dignity & Income of ye Incumbent; all was allowd in ye late Case of Hayter & Gooch.

Judge Dr Hay's . . . . In a Cause of Dilapidations, ye Rule is not ye same as in ye Case of a Tenant for life, Wind & Water tight is not sufficient things must be suitable to ye Dignity, Station of ye Person to succeed, the Deceased's own the same is not required for a Rector, as for a Bp or a Dean, it is therefore necessary to set forth ye Value of the Preferment &c. if Dr Newcome has enjoyd ye Deanery for 20 years, has left ye Mansion in a very ruinous condition, it is very fit his Exors shd repair; however, tho, it is to be neat & decent yet they are not to be charged for all ye Conveniencys his Successor may think wanting: the time of Dr N's death wd be necessary to be pleaded, unless it was sufficiently specified by ye other Articles, for ye Exors are not liable for Dilapidations subsequent to ye Death of ye late possessor, but if I thought it clear enough about what time he died from ye other Articles, there wd not need a particular one for this purpose, I wd not delay ye examn of ye Witnesses during ye vacation. The Articles of his residing, & ye value of ye Deanery are admissible, as being introductory, stating ye facts: the material Articles are those stating the Estimates, on wch I have made this remark, that Harrison's for rebuilding ye whole is less than one of ye others for repairing: but if the House falls down, the Exor must rebuild: The Objections to some of ye Articles in the Estimate, not being Dilapidations, come too early: some perhaps may be not such, but they are proper for ye merits but will not go to ye rejection of ye Libel - the Method is, to state ye Estimates, wch taken by Agreement or otherwise, ye Ct will consider, what Articles are, & what are not Dilapidations, Estimates are very necessary for one party to make a certain demand, & ye other a Tender. The Demand is certain enough in ye 14th Article, wherein it is pleaded, they have refused to pay according to ye Estimates made by Steph: Wright it is ye same as if it had been explained in ye prayer: it is sufficient ground for ye prayer: the only Qu: is wh: ye Libel with Estimates annexd are admissible: by admitting them, it does not conclude, that all ye Articles in ye Estimates are Dilapidations: that will be a future Consideration; therefore I admit ye Libel, upon inserting only the Day of Dr Newcome's Death.