Executed and acknowledged not recorded at the time of the confession of the Judgment but recorded afterwards within the six months from its date as required by the Code Article 24 Sections 1. 13 & 28. must be postponed to the rights of the Mortgagee. The only difference between the case in 34 Md and the one now before this Court is that in this case the affidavit to the Mortgage was made seven days after the Mortgage was signed and acknowledged five days after the confession of the Judgment. This can have no effect upon the Mortgage because the Code Article 24 Section 29. provides that the "affidavit may be made at any time before the Mortgage is recorded" and the affidavit shall be recorded with the Mortgage; and the Mortgage being recorded within the time required by law took effect as between the parties thereto from its date and therefore relates back and took effect from April the 18th 1876 The Judgment in favor of Lorentz and assigned to Mercer was confessed on the 20th day of April 1876 when the only estate and interest of Norris the Mortgagor in the property upon which the Judgment was a lien was the Equity of redemption 34 Md 70 The Mortgage in this case therefore has precedence of the Judgment, and must be first allowed out of said Surplus. The Mortgage being paid there remains the sum of $164 78/100 out of which the wife of the Mortgagor claims one fourth in lieu of her potential right of dower This claim is resisted by the Judgment creditor. The Court thinks this claim just and equitable and ought to be allowed because the wife in joining with her husband in the Mortgage, only became surety for her husband to the amount of the Mortgage debt, and if the property had been so situated that only a sufficient amount of it could have been sold to satisfy the Mortgage debt the wife certainly have had a potential right of dower in the balance. The Surplus fund now in Court represents that balance and being under the control of the Court it should see that it is not taken from her after allowing one fourth in lieu of the potential right of dower. There yet remains the sum of $153 01 out of which the Mortgagor claims the sum of $100. as Exempt under the law from Execution. The right and justice of this claim is not as clear as the preceding It is admitted that the Mortgagor has no other property The Act of 1861 Chap. 7. provides "that one hundred Dollars worth of property of each defendant therein shall be Exempt from Execution issued on any Judgment in any civil proceeding whatsoever Except on Judgment for breach of promise to Marry, or for seduction". The Judgment creditor in this case contends that this law must be construed strictly & that it applies only in cases when Executions have been issued on actual Judgments and does not apply in this proceeding because no execution has been issued on the Judgment. I do not know that the Act of 1861 Ch. 7. as it is now presented in this case has ever been passed upon by the Courts it is therefore to me a new Question. In proceedings of this nature the Court does not think the exemption act should be so strictly construed. It was evidently the intention of the Legislature that the debtor should not be stripped of all his property by his creditors and left entirely destitute. The petition of the Judgment creditor