

the widow, and the parties may thus provide as they please for its enjoyment, Perk. sec. 405, *Marshall v. McPherson*, 8 G. & J. 333. Such assignments are technically said to be against common right.

Election of widow to take other property in lieu of dower.—But at law a difference is taken between such an assignment of lands of which she is dowable, or of a rent issuing out of them in lieu of dower, and an assignment of other lands of which she was not dowable in lieu of dower. By acceptance and entry on the first she is bound, although it be less than her one-third, Perk. sec. 405. But the second is no bar to a writ of dower, Co. Litt. 34 b. unless such a grant of lands be accompanied by a release of her dower or a confirmation, or something tantamount to it, or unless she accept it by deed indented, *Vernon's case*, 4 Rep. 1. And the reason is, that at law the right of dower cannot ordinarily be barred by a collateral satisfaction. In *Slatter v. Slatter*, 1 Scott, 82, in an action of dower, to support a plea of an election by the widow to take an annuity secured by deed in lieu of dower, the tenant proved the receipt by the widow, after issue joined and before trial, of certain dividends mentioned in the deed. But the Court held, after a verdict for her, that this standing alone was not enough to warrant the Court in holding that the demandant had elected to take this annuity in satisfaction of her dower. And it was doubted whether a Court of Law can properly take cognizance of an election of the widow to take something in lieu of her dower. And it was clearly held in *Wentworth v. Wentworth*, Cro. Eliz. 452, that a conditional assignment of rent does not bar dower. But in equity, acceptance of a term of years or a sum of money or any other kind of collateral satisfaction is a good bar, Co. Litt. 36, b. n. 1. see note on 27 H. 8 c. 10, s. 6. *infra*. So too if she accept any interest inconsistent with her title to dower in that estate she will be bound by it even at law, as if she accept a lease for life from the heir of the whole of her husband's freehold estate, Perk. 350, and see *Park Dow*. 214. When dower is assigned, the widow is entitled to hold it and use it like other tenants for life. In *Childs v. Smith*, 1 Md. Ch. Dec. 483, an estate had been divided into eight parts and one-third of each part assigned to the widow for dower. One lot consisted almost entirely of wood, the others being arable land. She cut firewood and wood for fencing the other lots assigned her in dower from this wood-lot, and it was determined that in the absence of any proof of her abuse of this right, she was not bound to use each parcel as if her husband had died seised only of the lot to which such parcel belonged, i. e. cut no more wood from each lot than was required for use upon it alone, but that she might take from the wood-lot fuel and timber for the use of the cultivated lands.

Husband's dower.—The Act of 1898, ch. 457, sec. 7, as repealed and re-enacted by the Act of 1904, ch. 151, provides as follows:

“Every husband shall acquire by virtue of his marriage an estate for his life in one-third of the lands held or owned by his wife at any time during the marriage, whether by legal or equitable title, or whether held by her at the time of her death or not, but such estate shall not operate to the prejudice of any claim for the purchase money of such lands, or other lien on the same; nor shall any conveyance of such lands by the wife alone