

bar such estate of the husband therein, (and this estate shall be known as the husband's dower, and the statute and common law of this State as to the wife's dower shall be construed to be applicable to this estate unless such construction would be unreasonable"), the words in brackets being added by the latter Act. Code 1911, Art. 45, sec. 7.

The case of *Harris v. Whiteley*, 98 Md. 430, arose prior to the Act of 1904. In this case certain judgment creditors of a husband, who had married prior to the Act of 1898 and whose wife had acquired also prior to said act certain real estate, attempted to subject the husband's interest therein to the payment of their judgments. It was held that the Act of 1898 was not retroactive and that the husband had no such interest in his wife's real estate as could be levied on by his creditors, and further that the legislature had no power to divest or impair the existing rights of married women acquired under the previous law. Cf. *Snyder v. Jones*, 99 Md. 693, 696; *Slingluff v. Hubner*, 101 Md. 652; *Safe Deposit Co. v. Gittings*, 103 Md. 485, 495. Where land is devised to a married woman who dies before the testator, leaving a husband and brothers surviving and these also survive the testator, the devise under sec. 326 of Art. 93 of the Code of 1911 is transferred at the death of the testator to those who are then entitled to take what she would have taken if living and as what she would have taken would be subject to her husband's dower right her heirs take subject to that right. The husband is therefore entitled to an estate for life in one-third of the land devised. *Vogel v. Turnt*, 110 Md. 192.

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## CAP. VIII.

## How Sureties shall be charged to the King.

We or our Bailiffs shall not seise any land or rent for any debt, as long as the present Goods and Chattels of the debtor do suffice to pay the debt, and the debtor himself be ready to satisfy therefore. (2) Neither shall the pledges of the debtor be distrained, as long as the principal debtor is sufficient for the payment of the debt. (3) And if the principal debtor fail in payment of the debt, having nothing wherewith to pay, or will not pay where he is able, the

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