

ner of assigning dower in mines see *Stoughton v. Leigh*, 1 Taunt. 402; *Dicken v. Humer*, 1 Dr. & S. 284, and where the property is indivisible, *H. K. Chase's Case*, 1 Bl. 206.

Improvements.—With regard to improvements by the heir, it is settled that if after the husband's death the heir improve and enhance the value of the estate, the widow will be entitled to dower according to the improved value, and the heir will not be allowed for his expenditures, Co. Litt. 32 a.; 4 Kent's Comm. 65. And so if the lands unavoidably depreciate in value, unless the deterioration were caused by the misconduct of the heir, she can claim nothing from him on that account, *ibid.*

As to improvements made by an alienee of the husband, the rule in England is that dower attaches on the husband's real property at the period of his death, according to its then actual value without regard to the hands which brought it into the condition in which it is found, the law apparently presuming that it will continue the same up to the assignment, *Doe v. Gwinnell*, *supra*.⁴ Lord Denman comes to this conclusion after a review of all the authorities, and it would appear to be impossible to get over it. It seems too from the case that if improvements have been made between the time of the death of the husband and the assignment, the value is to be taken at the latter period.

In this country, however, a different rule generally prevails, and it has been determined in many cases that the widow shall take no benefit from the improvements of a purchaser, 4 Kent's Comm. 65-66; *Powell v. Mon. & Brimf. Man. Co.* 3 Mason, 347. In this State the Chancellor in *Bowie v. Berry*, 1 Md. Ch. Dec. 452, 3 Md. Ch. Dec. 359, followed Chancellor Kent, and determined that the widow would be excluded as against a purchaser from improvements which have arisen from his actual labor and money. But in *Sellman v. Bowen*, 8 G. & J. 50, which was a bill for mesne profits against the alienee of the husband who had improved the lands recovered in dower, the Court of Appeals decreed rents and profits from the time of demand proven, to be estimated according to the *improved value of the premises* from the time the improvements were made. Now mesne profits are given in lieu of the thing itself, and it would seem therefore that the widow in this case ought to have recovered dower according to the improved value of the premises, provided they were then improved. In the suit at law the judgment was that the widow recover her seisin &c. in the lots mentioned in the declaration &c. in severalty, by metes and bounds &c. No defence was taken on the ground that the alienee had improved the land. The widow may raise the question by claiming dower in the lands, and by afterwards claiming dower also in the improvements, *Doe v. Gwinnell*, *supra*. The authorities above mentioned, however, also determine that if the improved value of the land has arisen from general and extrinsic causes the ordinary rule obtains, and the value at the time of the husband's death is to be taken in estimating the widow's proportion. On the other hand, the widow has no remedy for waste committed by the alienee of the husband in the life-time of the latter; for as the husband might have dealt with the property as he pleased during his life, his alienee has all his rights,

⁴ *Williams v. Thomas*, (1909) 1 Ch. 713.