

decree for one-third of such balance. The same principle would apply in other cases.

Interest.—In England it seems from *Lindsay v. Gibbon*, cited 3 Bro. C. C. 495, and *Wakefield v. Childs*, 1 Fonb. Eq. 23, 2 Daniel Ch. Prac. 1143, that interest will not be allowed on arrears of dower. In *Goodburn v. Stevens*, 1 Md. Ch. Dec. 420, Chancellor Johnson observed, that he did not find it anywhere decided that a widow can recover interest on arrears of dower, and he refers to what was said by Lord Loughborough in *Lindsay v. Gibbon*; but he expressly declined to express any opinion on the question where the right to the arrears was clear. In Maryland, however, arrears of rents and profits when decreed by a Court of equity generally bear interest, see *Davis v. Walsh*, 2 H. & J. 329; and we have seen that, at law, the jury in assessing damages *pro detentione dotis* in effect give the widow more than one-third of past rents and profits, where she has suffered damages to a larger amount on account of the non-assignment of her dower. In *Darnall v. Hill*, the Court of Appeals thought that, under the circumstances of that case, the widow was not entitled to be allowed interest. The inference is that in ordinary cases she would be entitled to interest, and see *H. K. Chase's case*, 1 Bl. 206; 1 Roper H. & W. 457.

*The account may be brought down according to the practice of the 28 Court to the date of the decree, or to the date of the decree of the Appellate Court, if an appeal be taken, or to the delivery of possession of the dower assigned to the widow, *Darnall v. Hill*, *supra*. Mr. Alexander in his Chancery Practice, 173, recommends that the account, where the bill is also for assignment of dower, should be delayed until after the delivery of possession, so that the widow may recover for arrearages up to that time, whereas by the other practice the arrears between the taking of the account and delivery of possession must be abandoned or made the subject of a second suit.

Costs in equity.—With regard to costs, the rule formerly was that as the widow came into equity to recover dower for her own convenience, she would not be allowed costs except in cases where the heir made a vexatious resistance to her claim, *Curtis v. Curtis*, 2 Bro. C. C. 620; *Worgan v. Ryder*, 1 Ves. & Bea. 20; *Bamford v. Bamford*, 5 Hare, 203.

We have seen that in an application by the widow for dower in a proceeding by creditors to sell the real estate of the husband, the costs of the assignment were paid out of the general fund, *Watkins v. Worthington*, 2 Bl. 512. The practice is in other cases the same—to allow the widow costs in every instance—for it is the duty of the heir to assign dower.⁵

⁵ It is said in *Grove v. Todd*, 45 Md. 252, that the question of costs, like that of interest, depends entirely on the character of the complainant's claim and the nature of the defence and that it is clearly competent for the court below to allow or disallow them. The proceeding was in equity against alienees for an assignment of dower and the demandant was charged with one-third of the costs of the assignment.

Improvements on land—Damages for detention.—*Price v. Hobbs*, 47 Md. 359, is now the ruling case in this State as to assignment of dower with regard to improvements on the land and as to the demandant's right to damages for detention of her dower. The court in an opinion by Judge