share, if the defendants desire that no partition be made of their shares, Hobson v. Sherwood, 4 Beav. 184. So in Warner v. Baynes, Ambl. 589, which was a bill for the partition of a cold bath, &c., "the strongest arguments of inconveniency imaginable were used but did not prevail," per M. R. in Parker v. Gerard, *ibid.* 236. In the argument of Turner v. Morgan, 8 Ves. Jun. 143,[8] a bill for the partition of a *house*, Sir S. Romilly mentions a case where a partition was executed by actually building up a wall in the middle of the house, and in Turner v. Morgan, as appears from a note to Agar v. Fairfax *supra*, the plaintiff was allotted the whole stack of chimneys, all the fire-places, the only stair-case, and all the conveniences in the yard, and the Lord Chancellor overruled an exception on that account, saying he did not know how to make a better partition for them; that he granted the Commission with great reluctance but was bound by authority; and it must be a strong case to induce the Court to interpose, as the parties ought to agree to buy and sell. But this strictness is held only where an entire thing is to be divided, for an *aliquot* share of each species of property, or of each house, if it is house-property, need not be allowed to each tenant. Lord Macclesfield observed in Earl of Clarendon v. Hornby, 1 P. Wms. 446, if there were three houses of different value to be divided amongst three it would not be right to divide every house, for that would spoil every house, but some recompense is to be made, either by a sum of money or rent for owelty of partition,[9] to those who have the houses of less value. See Hannah K. Chase's case, 1 Bl. 233; Corse v. Polk *supra*. But this does not hold with all species of property, nor where the circumstances and situation of the property have been altered by the act of one of the tenants in common; for in Young v. Frost *supra*, which was a bill for the partition of coal land, which had greatly risen in value, the Court thought that considering the nature and character of the property compensation in money for part sold by the other tenants in common, as of the time of sale, would not be equitable, but that coal should be assigned to the complainant for his full share, regard being had to quantity and quality, if it could be done with reference to accessibility and the convenience in mining of all the parties interested. But this power rests with the Court alone, and the Commissioners[10] of partition have no power to award sums of money to be paid

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[8] See Brendel v. Klopp, 83 Md. 5.

[9] **Owelty of partition** is an equitable lien in the nature of a vendor's lien, the period of limitations in respect to which is twenty years. B. & O. R. R. Co. v. Trimble, 51 Md. 99; Storr v. James, 84 Md. 282. The claim of a parcener who takes no part of the estate descended but surrenders all her interest therein for a stipulated price bears no resemblance to it. Thomas v. Farmers Bank, 32 Md. 57. Owelty may also be charged on land in a deed of partition. Stanhope v. Dodge, 52 Md. 483.

[10] **Duty of commissioners.**—The commissioners must take into consideration all the advantages and disadvantages of the several parts, value the same accordingly, and divide and allot the same upon the basis of such consideration and valuation. Mitchell v. Seipel, 53 Md. 271; Claude v. Handy, 83 Md. 225. In an equitable partition it is not only the right but