the member of the sentence italicised. But the construction of the section by the Court of Appeals seems to have turned in some measure upon these very words.

Thus in Hopkins v. Frey, 2 Gill, 359, land had been mortgaged in fee to secure the purchase money by the husband before marriage. Subsequently but previously to the passage of the Act he mortgaged the equity of redemption. The land was sold under a decree obtained upon this second mortgage, the husband died, and his widow claimed her dower against the purchaser. But the Court said that there was nothing in the Act to justify the conclusion that an equitable estate which had belonged to the husband, but which had been mortgaged before the passage of the law and sold in his life-time, is an estate of which his widow could be endowed. Such would not be a sound construction of a law which expressly refuses dower in an equitable interest, "*if the same be devised* &c.," and which is careful to provide that to entitle the widow to dower in any equitable interest, it must be "held by equitable title in the husband;" these words are sufficiently explicit to prevent the law from operating to the prejudice of the rights of any but creditors, heirs and the devisees of a will made after its passage. It seems in this case to have been the opinion of the Court that if the equity of redemption had not been mortgaged prior to the Act of 1818, the widow's right to dower could not have been questioned.

But in Miller v. Stump, 3 Gill, 304, in May 1813, (and as it is stated in the opinion of the Court, after the marriage of the widow) lands had been conveyed by Wilson to the husband in trust for Wilson during his life, and after his death to the husband in fee. In December 1824, the husband mortgaged these lands. He then applied for the benefit of the insolvent laws, and his trustee sold the lands to Stump for* a sum in excess of 6 that due upon the mortgage. Wilson, the grantor, died after the execution of the mortgage, but in the life-time of the husband.

The Court said that according to the English law, which was the law of Maryland, except where changed by the Legislature, the widow was not entitled to dower in such an estate as the husband had in these lands. They cited Hopkins v. Frey *ut supra*, and said "that it would operate to the prejudice of others if in this case when the equitable title had been parted with by the husband during his life-time, his widow should be allowed dower. The Act of Assembly does not say, and it ought not to be construed to mean, that the widow shall be entitled to dower in lands held by the husband at *any time* during the coverture." This case is not easily understood. If the legal estate is to be assumed to have been in Wilson for life and the remainder or reversion in the husband in fee, it is clear that the widow could not have claimed dower against the alienee or mortgagee of her husband claiming under a conveyance made by him in the life-time of the tenant for life. But if the tenant for life died after making the mortgage, but before the application in insolvency, as was the fact, Wilson dying 23d April 1825, and Miller applying for the benefit of the insolvent laws 21st May 1825, there could be no reason why the widow should not be preferred to the insolvent trustee except the very technical one that a widow is not dowable of an equity of redemption; see Bk. of Commerce v. Owens, 31 Md. 320. Another question is, too, did the deed from Wilson to Miller