value of the dower, in lieu and discharge of which, it was given, and has been accepted.

The creditors have associated themselves with the widow and devisee of the deceased, and have asked to have the real estate sold for the payment and satisfaction of all. But these creditors now, it seems, propose to have their claims first satisfied, in preference, and exclusion of the devise to the widow. They who are the widow's opponents, would thus bind her to her election to take under the will, which satisfied her claim that had a preference over theirs; and yet they would leave her to take, by that devise, nothing, or less than the amount of her legal claim. This cannot be allowed. They who ask equity must do equity. These creditors must either permit the widow to take to the whole amount under the will, as is her choice, or allow her to obtain full satisfaction for her dower; because to the value of that, at the least, she is both at law and in equity, "a purchaser with a fair consideration;" and to that extent, therefore, the devise must be sustained. The widow is clearly entitled to one, or the other; either the devise or the dower; and since her taking the whole of the subject devised which was and is her choice, has been objected to, she must be allowed to take, as devisee, to the full value of the dower which she has reliquished, but no more. *Burridge* v. *Bradyl*, 1 *P. Will.* 127; *Blower* v. *Morret*, 2 *Ves.* 420; *Davenhill* v. *Fletcher*, *Amb.* 244; *Heath* v. *Denby*, 1 *Russ.* 543.

Therefore it is ordered, that the said Margaret Hall be, and she is hereby allowed one-seventh part of the proceeds of the real estate in the proceedings mentioned, in bar and satisfaction of all that portion of the real and personal estate devised to her by her late husband, Joseph Hall, and which property so devised she had elected to take in lieu of her dower.

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EQUITY PLEADING.—RECEIVERS.—RES ADJUDICATA.—DOWER.—ATTORNEY AND CLIENT.

Where a matter, which is properly the subject of a petition, is brought before the Court in that form, the new facts therein set forth, which are not denied by a written answer on oath, must be taken to be true.

The appointment of a receiver does not involve a determination of any right; but it can only be made at the instance of a party who has an acknowledged interest, or a strong presumptive title in himself alone, or in common with others; and where the property itself, or its rents and profits are in danger of being materially injured or totally lost. (*a*)

(*a*) Cited in *Ellicott* v. *Ins. Co.* 7 Gill, 320; *Clark* v. *Ridgely*, 1 Md. Ch. 71; *Furlong* v. *Edwards*, 3 Md. 114; *Blain* v. *Everitt*, 36 Md. 82; *Johns* v. *Hodges*, 6 Md. 541. See *Williamson* v. *Wilson*, *post*, m. p. 418, *note*.