

the agreement, and the manner in which two suits, heretofore instituted in this Court, to recover dower in the same property, have been finally adjusted and determined. If this allegation be well founded, there is an end of the case; since it cannot be necessary to inquire, whether the plaintiff had been previously thereto dowerable of this property; and much less to determine the extent to which she might have been entitled to recover.

This plaintiff, with John P. Paca, her trustee, filed a bill on the 17th of February, 1813, in this Court, against the representatives of the late Samuel Chase, to recover a certain amount of money alleged to be due to her. After which she filed one bill on the 5th of July, 1813, and another on the 14th of February, 1814, in which she presented herself as the widow of the late Samuel Chase, claiming dower in every parcel, (the Fountain Inn, among the rest,) of the real estate of which her late husband had been seized during their marriage, against his heirs, and all others, whom she had found in possession of any part thereof. To these suits the defendants appeared and answered; when the parties came to an agreement, designated in this case as the Exhibit S. M., by which the matters in dispute in all three of them were to be adjusted or withdrawn. This written agreement is without date; * but **219** the letter of Stephen and Magruder, dated on the 28th of September, 1816, speaks of propositions for compromising these suits as then depending. And the Chancellor remarks, at the foot of his decree in the first cause, dated the 17th of July, 1817, that it is passed as being considered within the meaning of the agreement, it is signed by the parties." Consequently, this agreement S. M. must have been executed some time between those dates.

By the agreement S. M., a decree was to be passed in the first case in favor of the plaintiff for the amount demanded, with costs; which was done accordingly on the 17th of July, 1817. As to the second and third, or the dower cases, as they may be called, the instrument of writing declares, that "It is also further agreed, that in the two last of the above causes, decrees shall pass giving the complainant dower in the following tracts, pieces or parcels of land, to wit,"—going on to specify certain property without the least allusion to the Fountain Inn; and then proceeds in these words: "Provided, it shall appear to the satisfaction of the Chancellor, by the exhibition of title papers or otherwise, as he may order, that the said Hannah K. Chase hath a right to dower in the same. And it is further agreed, that a compensation in money shall be paid to the complainant by the defendants, for and in lieu of her dower in the property above mentioned, and that such compensation shall be fixed by the Chancellor, upon evidence offered to him of the value of the said respective pieces or parcels of land, by the actual sales, where sales are to be made by the trustees as aforesaid, and for want of sales, by depositions shew-