

ing such value; to be taken before some justice of the peace for Baltimore County, residing in the City of Baltimore, by either party, upon giving three days' notice. And it is further agreed, that the said bills be dismissed as to all the property in the proceedings mentioned, not specified and included in this agreement. And that the complainant pay the costs."

The motives, which induced the parties to enter into this agreement, are not expressed in the instrument itself; nor can they be clearly inferred from any thing that is said in it. The first suit, instituted by Hannah K. Chase and John P. Paca, seems to have no sort of connexion with the subsequent dower cases. According to the agreement, the plaintiffs, in that case, were to have a decree for all they asked; and then it proceeds to speak of the dower cases, without making any allusion whatever to that case. Therefore, while confining our contemplation to the agreement alone, * the first case, and every thing relative to it, may be wholly laid aside. **220**

Looking at this agreement, in relation to the dower cases alone, it seems to be wholly gratuitous, without any valuable consideration whatever moving from either party. The plaintiff was to recover nothing to which she could not produce a clear subsisting title. She was to be endowed of certain specified property, provided she satisfied the Court, that she was entitled to dower therein. It is neither said nor insinuated, that she was to be endowed of any one parcel of land, in consideration of her relinquishing dower in any other parcel. In short, she was to be endowed of no land in which she was not legally entitled to dower; and to no greater amount than its exact value, to be determined by the Court. The plaintiff agreed to dismiss her bills claiming dower, as to all the property not included in the agreement, and to pay all costs. This concluding branch of the agreement is perfectly in character with every other part of it. Like the rest, it is merely gratuitous; and, consequently, according to every principle of equity, it cannot be construed into a release of any right, beyond the express and irresistible sense of the terms used.

The words of the agreement are, that "the bills be dismissed." Suppose this agreement had been followed out by a formal decree, then the Court must have dealt with the matter in the manner in which it was submitted; that is, it must have determined upon the rights of the parties as to all the property specified in the agreement; and as to the residue, it could only have ordered, in pursuance of the agreement, "that the bills be dismissed with costs." *Rowe v. Wood*, 1 *Jac. & Walk.* 345. To make a decree a good and available bar, in any subsequent suit, it is not sufficient merely to shew, that the bill was dismissed; but the party must go further, and shew, that the matter of the bill was *res judicata*; that there