was an absolute determination by the Court, that the party had no title. *Drandlyn* v. *Ord*, 1 *Atk.* 571; *Mitf. Tr.* 238; 2 *Mad. Cha.* 312; *Beam. Pl. Eq.* 218. But the Chancellor could not, in those cases, have given any determination in relation to the plaintiff's title to dower in the Fountain Inn; because he was deprived of the means of doing so by the agreement, which simply directed, that those suits as to that property should be dismissed with costs. No decree which the Chancellor could have pronounced in pursuance of that agreement, could have given to it any additional extent
221 * or force as a bar against the present plaintiff. There was, however, no formal decree ever passed in those cases; they were closed on the 19th of July, 1819, by the short docket entry "agreed," evidently in reference to this written agreement.

The question, therefore, recurs upon the agreement alone. It is stipulated, that the bills be dismissed as to the property not included in the agreement. It is a contract to abandon those suits; but it is not a relinquishment of the right claimed by them. The two things are substantially different; and that difference, it appears from the whole phraseology of the agreement, was in the then contemplation of the parties. Much is directed to be done, to facilitate the speedy progress of the suit; the usual formal and tedious mode of collecting testimony, necessary to a correct decision upon the rights of the parties, is dispensed with; and the suits are to be brought to a close in a summary way; but no right is ceded, no title is relinquished by either party. On the contrary, we are told, that the plaintiff is to recover; provided, and only provided the Chancellor shall so determine. The defendants concede to the plaintiff nothing, absolutely nothing. They, therefore, can have no equitable ground to claim from her an abandonment of her rights. The agreement, that the bills be dismissed must be considered as referring to a mere voluntary dismissal by the plaintiff herself, which would leave her rights and interests untouched and unimpaired in all respects whatever.

This agreement is not so explicit as it might, and perhaps ought to have been; but, after mature consideration, I find enough in it to bring my mind satisfactorily to the conclusion, that it cannot be deemed a relinquishment of the plaintiff's right of dower in the Fountain Inn. The solicitors on both sides have contended, that it is entirely unambiguous; and yet they have had recourse to the proofs and circumstances to aid the interpretation respectively contended for. A few remarks upon those circumstances and proofs seem therefore to be required.

To the lease from the late husband of the plaintiff to Bryden, of the Fountain Inn, she made a formal relinquishment of dower. This lease did not expire until the 26th of February, 1821, some years after the commencement of the two former dower suits. This was an embarrassing circumstance. These defendants admit