been ever so much reduced in value, Chase could have recovered nothing of Bryden. The contract is, therefore, utterly destitute of that mutuality always incident and necessarily belonging to a mortgage of any description. *Tasburgh* v. *Echlin*, *Pow. Mort.* 133; *Thornborough* v. *Baker*, 3 *Swan.* 631; *Goodman* v. *Grierson*, 2 *Bal. & Bea.* 279; *Robertson* v. *Campbell*, 2 *Call.* 421; *Roberts* v. *Cocke*, 1 *Rand.* 121. But it appears, by the lease from Chase to Bryden, that this contract was, notwithstanding the bond, regarded as an absolute sale with a condition to re-purchase, and nothing more, by Bryden himself; for, he obtained and accepted a relinquishment of the right of dower of the wife of Chase. And it appears, from the proposals of Samuel Chase one of these defendants, made on the 2nd of April, 1811, that he also, then considered the contract as an absolute sale; for, he speaks of this plaintiff's then existing right of dower.

Upon the whole I am satisfied, that the late Samuel Chase was seized of an estate in fee simple in this property, of which the plaintiff, as his widow, is entitled to dower.

The next inquiry is, as to the extent of the recovery. Some of the authorities cited in reference to this branch of the case, related exclusively to the modern creatures of equity, called terms attendant upon the inheritance, which were not clearly recognized and defined in England until about the year 1670; and which have, so far as I can learn, never been introduced into this State, and are not likely to become fashionable among us. The equitable principles * in relation to these attendant terms, and the distinctions between them and in legal terms in gross are entirely foreign from the present subject of consideration. **227**

The lease from Chase to Bryden created a legal term in gross; and the rent reserved was an annual rent service. It is to this particular estate which the acknowledgment of the plaintiff refers. Suppose the late Samuel Chase had, previously to his marriage with the plaintiff, executed such a lease as this to Bryden. How would the plaintiff's claim of dower have been affected? It is clear, that a woman may be endowed of a rent service, rent charge or rent seck. And, to use the words of the most accurate and profound of the English lawyers, "If the husband maketh a lease for years, reserving rent, and taketh wife, the husband dieth, the wife shall be endowed of the third part of the reversion by metes and bounds, together with the third part of the rent, and execution shall not cease during the years." *Co. Litt.* 32, *A.* But if a particular estate for years be carved out of the inheritance, prior to the marriage, without the reservation of any rent whatever, then the widow can only recover her dower in the reversion, with a *cesset executio* during the term. *Pow. Mort.* 687, *note P.* Hence it is certain, that, if this lease to Bryden had been made prior to the marriage, this widow would have been entitled to dower in