

the reversion, and in the rent immediately from the death of her husband.

The question then resolves itself into this: has the plaintiff's acknowledgment placed her in the same, or in a different situation from that she would have been in, had the lease to Bryden been made before her marriage? At one time, an opinion prevailed, that a *feme covert* could, in no way, bar or divest herself of her right of dower during her coverture. But, we are told, there can now be no question, that if the husband and wife levy a fine, the wife is barred for two reasons. First, Because the intermarriage and seisin are the fundamental causes of dower, and the death of the husband but as an execution thereof. Secondly, Because all those who have estate, or title, or claim, join in the assurance; and, therefore, in such case, if the husband and wife had made a lease rendering rent to the husband and his heirs, and afterwards the wife recovers dower, she shall hold it charged with the term; since it is a maxim, that all lands in fee simple may be charged in one way or other. But in such case, as where the land had been

228 * thus charged before marriage, the wife would be dowable of the reversion and the rent. *Co. Litt.* 343; *Lampet's Case*, 10 *Co.* 49. So, if the husband and wife join in levying a fine to effect a mortgage, and nothing more, the wife's interest will be affected to the extent of the mortgage, and no further. She will have a right to redeem, and may call on the personal representatives of her deceased husband to discharge the mortgage debt out of his personal estate, so as to free her dower from all incumbrance. *Pow. Mort.* 677, note D.

It may be regarded as a rule, that the interest of a *feme covert*, who joins in levying a fine, will be affected no further than according to the express intention of the fine. Hence, if its only object be to improve the title and give additional security to the lessee for years, or mortgagee, her rights will be impaired in no respect not necessary for that purpose, and she will be allowed to take her dower in like manner as if such lease or mortgage had been made before the marriage.

To prevent the creation of perpetuities, it is laid down as a general rule of law in England, that all lands may be charged or aliened in one way or other. The mode of conveyance must be adapted to the nature of the case; but, if the proper method be pursued, the alienation may, in most cases, be made effectual whatever may be the nature of the estate or interest of the grantor. If it be an estate tail, it may be barred by a fine or common recovery; or if, by reason of the peculiar nature of the estate, a fine cannot be levied, or a common recovery had, then a deed or common conveyance will be sufficient. *Otway v. Hudson*, 2 *Vern.* 584; *Moore v. Moore*, 2 *Ves.* 601; *Everall v. Smalley*, 1 *Wils.* 26. And in all cases, a *feme covert*, if she be of full age, may alien her fee simple