

Auditor, for the purpose of stating an account, showing the precise amount which may be due the complainant, on account of the proceeds of the policy received by McConkey, and what surplus may remain in his hands, of the other securities assigned him by Thomas P. Harrison, which will be payable to his administrator. It is thereupon ordered, this 29th day of September, 1847, that this case be, and the same is hereby referred to the Auditor, with directions to state an account, in conformity with the views hereinbefore expressed, and such other accounts as the nature of the case may require.

[No appeal was taken from this order.]

CATHARINE SPANGLER
 vs.
 JOHN STANLER.
 AND
 ELIZABETH CARROLL
 vs.
 SAME.

MARCH TERM, 1847.

[DOWER—ACT OF 1818, CH. 193.]

A LEASE of lands for ninety-nine years, renewable forever, is a mere chattel interest, and not an estate in lands, from which dower can be claimed. To make out a claim for dower, it is necessary to show that the husband was seized of an estate of inheritance, during coverture, of which *any* issue the wife might have had, might by possibility have been heir. Leases containing covenants, on the part of the lessor, to convey the fee simple to the lessees, when requested so to do, cannot be made to operate as a conveyance by *lease* and *release* at common law. The estates which passed by such deeds of lease were legal and not equitable estates; and, consequently, the act of 1818, ch. 193, extending the dower right to lands, held by equitable title in the husband, has no application.

[The question involved in this case was, whether the complainants were dowable out of lands held by their respective husbands, under leases for ninety-nine years, renewable forever,