

DISCOVERY OF TITLE—*Continued.*

he has no such right, whether the bill be for discovery only, or for discovery and relief. *Ib.*

3. The title of the plaintiffs not appearing to be at all dependent upon, or connected with, that of the defendant, the demurrer was ruled good. *Ib.*

## DOWER.

1. A lease for ninety-nine years, renewable for ever, is a mere chattel interest, and not an estate in lands from which dower can be claimed. *Spangler vs. Spangler*, 36.
2. 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. *Ib.*
3. 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, and 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. *Ib.*
4. If the widow die without demanding her dower, her executor cannot recover the rents and profits, the cases having only gone to the extent of entertaining a bill for the profits where the widow dies pending her bill for dower. *Kiddall vs. Trimble*, 144.
5. Whilst the suit for rents and profits was depending in a court of law, the plaintiff voluntarily alienated the legal estate out of which the profits sprang, and the direction of the court to the jury being generally "that the plaintiff was not entitled to recover," it was HELD—  
That the court may have been of opinion that, as the damages which are given for the detention of dower are regarded as consequential or accessory they could not be separately demanded. *Ib.*
6. Had the action at law been for the dower itself, instead of being for the rents and profits of the land withheld from the widow, her alienation pending that suit, would have been an effectual bar to her recovery. *Ib.*
7. The title to the land itself must be first vindicated, before a claim for the fruits can be admitted, and a bill for the rents and profits would be premature until the dower itself is recovered. *Ib.*
8. There can be no doubt that a wife, notwithstanding she joins her husband in a mortgage, may, nevertheless, take her dower in the land subject to the mortgage, and that she has a right to redeem, and may call upon the personal representatives of her deceased husband to apply the personal assets to the extinguishment of the mortgage debt, so as to free her dower from the incumbrance. *Mantz vs. Buchanan*, 203.
9. It is equally clear, that if a wife, in Maryland, relinquishes her dower in lands mortgaged by her husband upon private examination, according to the acts of assembly upon the subject, and the lands are sold to satisfy the mortgage debt, whatever may be her right to a proportion of the proceeds of sale, she cannot, as against the purchaser, claim dower in the land. *Ib.*