

DOWER—*Continued.*

10. The claim of a widow for dower, is a highly favored one, and with respect to a devise accepted by her in lieu of it, she is by the terms of the act of assembly, and by judicial decision, regarded as a purchaser for a fair consideration. *Ib.*
11. Where the widow had received an assignment of her dower in lands, by a court of competent jurisdiction, and the lands were subsequently sold under a decree to satisfy the mortgage debt, it was HELD—That this assignment did not deprive her of the right to be provided for out of the remaining estate of her husband. *Ib.*
12. The law intends to give the widow one-third of the husband's real estate by way of dower, and as a provision for her support, but she takes it subject to liens created prior to the marriage, or to such as she consents to after the marriage, in the mode pointed out by the legislature, and she can take no more. *Ib.*
13. A partial failure of a devise to a widow who abides by the will, will not entitle her to compensation out of the residue of the estate, unless the failure is to such an extent as to make what she receives under the will, less in value than her legal share of her husband's estate. *Thomas vs. Wood, 297.*
14. When it is said in the act of 1798, ch. 101, sub. ch. 13, sec. 5, that a widow, standing by the will of her husband, is to be considered as a purchaser with a fair consideration, it cannot be meant, that she is so to be regarded, whatever may be the extent of the devise to her. *Ib.*
15. But the sound and just rule must be, that she is to be considered a purchaser of the devise, to the value of her share or legal right. *Ib.*
16. It having been decided that a widow was entitled to an allowance out of the proceeds of sale of partnership lands, in lieu of dower, and the husband having died in 1825, and the sale not having been made until 1845, it was HELD—That the age of the widow at the death of her husband should be taken in fixing her allowance under the chancery rule. *Goodburn vs. Stevens, 420.*
17. The right of a widow to dower in partnership property, is suspended until the purposes of the partnership are accomplished by paying all claims against it, and adjusting the accounts. She cannot, therefore, claim rents and profits from the death of her husband. *Ib.*
18. Where a husband alienates land in his lifetime, in which the wife refuses to relinquish her dower right, in assigning the wife a compensation in money in lieu of her dower, the value of the land at the time of the death of the husband is to be regarded, and not its value at the time of the alienation, unless its increased value has arisen from the labor and money of the alienee. *Bowie vs. Berry, 452.*
19. The improved value of the land from which the widow is to be excluded in the assignment of her dower, as against a purchaser from her husband, is that which has arisen from the active labor and money of the owner, and not that which has arisen from extrinsic or general causes. *Ib.*
20. Where the husband holds only the equitable title and parts with it in his lifetime, the widow shall not be allowed dower. *Ib.*