

operated with the father in making the devise, and with the son in accepting it.

Nor do I think that the charge for boarding and clothing these parties should be thrown exclusively on the other real estate devised to Jarrett Hutchins. There is nothing to show its adequacy, and besides, the will fastens it upon the whole estate devised.

As, however, the land in Baltimore County was sold for the benefit of the heirs-at-law and creditors, and as the allowance made these parties in the account B, will make a deficiency to pay the claims of creditors, I do not think it would be proper to throw the whole burden upon the proceeds of this sale, and shall, therefore, affirming so much of the account as may now be done, refer the case to the Auditor to state an account, making the proper allowance in gross to the said parties, or one of them, and charging a proportion thereof on the proceeds of sale in this case, and the residue on the land in Harford County when the necessary proof is supplied.

ALEXANDER, for the Exceptants.

BOYD, for the other parties.

CATHARINE BOWIE
vs.
JOHN T. BERRY.

} MARCH TERM, 1851.

[DOWER.]

A HUSBAND purchased land in 1832, during coverture, and took a bond of conveyance from the vendor, and the purchase-money having been paid, the legal title was conveyed to him in 1843. In 1839, he sold and executed a bond of conveyance conditioned to convey, free of incumbrance, on payment of the purchase-money. He died in 1848, never having executed a conveyance, the purchaser not having paid the purchase-money. HELD—That his widow was entitled to dower in this land.
Where a contract is made for the sale of an estate, equity considers the