

vendor as trustee for the purchaser of the estate sold, and the purchaser as a trustee of the purchase-money for the vendor.

Where a husband holding an equitable title parts with it, or it is sold by his creditors during his lifetime, the wife is not entitled to dower, but there is no case which decides that a mere executory contract will have this effect.

It may be that an agreement to convey before dower attaches, will in equity defeat dower, but it has never been held that a mere agreement to convey after the inception of the title to dower, will do so.

The claim to dower is always a favored one; it is a legal right, and if the wife accept a devise from her husband in lieu of it, she is a purchaser of the thing devised for a fair consideration.

The estate of the wife does not take effect out of the ownership of the party assigning the dower, but it is regarded as a continuation of the estate of the husband, and there is no *mesne seisin* between the husband and the wife.

A part of the money received by the husband from his vendee was applied by him in payment for the land. HELD—that this sum must be deducted from the value of the land at the death of the husband, before dower is assigned; the vendee to that extent occupies by substitution the place of the vendor of the husband, but he cannot set off this sum against the dower.

The wife, in the assignment of dower as against the vendee of her husband, will be excluded from the value of improvements resulting from the actual labor and money of such vendee.

[The facts of this case are stated in the report of the former opinion of the Chancellor, in 1 *Maryland Chancery Decisions*, 452. After that decision had been made, a report was made and accounts stated by the Auditor, to which the defendant excepted, 1st, because the complainant was not entitled to dower at all; 2d, because no credit was allowed for the purchase-money paid by him, and applied by the husband in procuring the legal title, which he insists should be charged against the dower; and 3d, because in any event she is only entitled to dower in the lands after deducting such sum from their value. Upon the hearing of these exceptions, the Chancellor delivered the following opinion.]

THE CHANCELLOR:

It is observed in the opinion delivered by this Court, on the 26th of July, 1849 (1 *Md. Ch. Decisions*, 452), that the case