

had not been argued on the part of the defendant, and therefore the point was reserved whether the value of the property out of which dower was claimed, should not be diminished by the amount of certain sums paid by the defendant to Mr. Bowie in his lifetime, and which seems had been applied by him in procuring the title from his vendors.

The title, however, of the complainant to dower, was decided, and though without the benefit of an argument on the part of the defendant, was carefully considered. If, nevertheless, I could now be satisfied that the conclusion to which my reflections brought me at that time was erroneous, I should not hesitate to retrace my steps, and would do so the more promptly because the argument has been an *ex parte* one.

It will be observed that the answer of the defendant does not expressly, or indeed by any very strong implication, deny the complainant's right to dower. The ground taken in the answer is, if the complainant shall be determined to have a dower interest in the lands, he would be entitled as against her to have compensation and reimbursement for the sums which he had paid her husband, and which the latter had applied in procuring the legal title. The sums so paid by the defendant to Bowie, and by him applied in procuring the title, amount, as now appears, to \$3,500.

The facts of the case are these : Mr. Bowie, the husband of the complainant, in September, 1832, and during the coverture, purchased the land out of which dower is claimed, taking from the vendor a bond, with condition to convey him the title on payment of the purchase-money, and on the 25th of November, 1843, the money being then paid, the legal title was conveyed to him.

In the year 1839, Bowie sold the land, or a portion of it, to the defendant for about thirty thousand dollars, and executed to him a bond of conveyance with condition, upon payment of the money, to convey him the title free from incumbrances. Bowie died in January, 1848, a portion of the purchase-money being then unpaid, and still remaining due from the defendant to parties to whom Mr. Bowie in his lifetime assigned the