

DOWER.—*Continued.*

3. 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. *Ib.*
4. 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. *Ib.*
5. 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. *Ib.*
6. 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. *Ib.*
7. 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. *Ib.*
8. A widow is not entitled to dower in an equitable estate held by the husband during coverture, unless he also *dies*, the owner of such estate, and if he parts with it during marriage, though without the concurrence of the wife, she will be deprived of her dower. *Purdy vs. Purdy*, 547.
9. Land was purchased by four brothers, and the title conveyed to but two of them, who, on the same day, mortgaged it to the Bank for money loaned for the payment of the purchase-money. The two to whom the title was not conveyed, paid their share of the debt to the Bank, but there was still a balance due on account of the whole debt, and the Bank still held the mortgage, when one of said two died. HELD—
That his widow was not entitled to dower. *Ib.*

See INFANCY, INFANTS, 3.

ENROLMENT.

See PRACTICE IN CHANCERY, 2, 3, 36, 37, 67.

REGISTRATION OF DEEDS, 4, 5.

EQUITY OF REDEMPTION.

See MORTGAGE, &c., 14, 15.

EVIDENCE.

1. Accounts settled in the Orphans' Court are *prima facie* evidence in suits relating to the matters contained in them, and he who disputes their correctness has the *onus* upon him of proving their falsity. *Mitchell vs. Mitchell*, 71.
2. A cross-interrogatory by the plaintiff, after referring to the previous statement of the witness, that he had given a bond of conveyance to the son, asked, "when he gave it, and in whose possession it is at this time?" In reply, the witness says, "he does not know; the bond will speak for itself; that it was and supposes now is, in possession of his son's counsel." HELD—
That this did not prevent the plaintiff from excepting to parol proof of the date and contents of the bond, and that such exception should be sustained. *Bullett vs. Worthington*, 99.