

## HANNAH K. CHASE'S CASE.

Where a matter, which is properly the subject of a petition, is brought before the court in that form, the new facts therein set forth, which are not denied by a written answer on oath, must be taken to be true.

The appointment of a receiver does not involve a determination of any right; but it can only be made at the instance of a party who has an acknowledged interest, or a strong presumptive title in himself alone, or in common with others; and where the property itself, or its rents and profits are in danger of being materially injured or totally lost.

If a defendant demurs and pleads to the same matter, his plea overrules his demurrer; and so if he pleads and answers to the same matter, his answer overrules his plea. To make a decree a good bar in a subsequent suit, it must be shown, that the matter of the bill was *res judicata*; that there was an absolute determination by the court that the party had no title.

A solicitor is not permitted to reveal the confidential communications made to him by his client, either before or after the termination of the suit; but, as it is the privilege of the client, he may waive it, and thus make the solicitor a competent witness.

An absolute sale to the husband, with a condition for a re-purchase, not being a mortgage, vests in him an estate in fee simple, of which his wife is dowable.

The acknowledgment of the wife, in the form prescribed by the act of Assembly of a lease for years made by her husband, can only operate as a bar of her dower during, and to the extent of the lease.

In equity the widow may have an account of the rents and profits of her dower from the time her title accrued.

Where the property is incapable of division, dower may be assigned in the form of a rent, distrainable of common right.

This bill was filed on the 22d of November, 1821, by *Hannah K. Chase*, as the widow of the late *Samuel Chase*, against *Samuel Chase*, and others, his heirs, and some others, to recover dower in a house and lot in the city of Baltimore, called the Fountain Inn. To which bill all the defendants answered; and testimony was taken. The heirs alleged, that the late *Samuel Chase* had not such a legal interest in the property in question as to entitle the plaintiff to dower; and that even if she ever had been entitled to dower, she had relinquished her claim, as was shown by the records and the agreement by which former suits, in relation to this same claim, had been brought to a close. The letter of the solicitors of this plaintiff, dated 28th of September, 1816, and addressed to her, in relation to the bringing of those then pending suits to a close, is in these words:

“DEAR MADAM—

“Understanding that an amicable adjustment of your suits in chancery with the legal representatives of the late Judge *Chase*, was likely to take place, conformably to your request, we have