

The defence rests on the following grounds:—*first*, that the plaintiff has heretofore sued for dower in this property, and by the final termination of those suits her claim, if she ever had any, has been fully released or barred; *secondly*, that if she has not been thus solemnly barred, yet she is not in law dowable of this property, because her late husband never had a fee simple estate therein, but held only a mere equitable interest, as a mortgagee to secure the payment of money lent by him; *thirdly*, supposing these objections removed, that still her claim can be carried no further back than to the 26th of February, 1821, when the lease to *Bryden* and her relinquishment of dower up to that period expired; and *lastly*, supposing her claim to be valid, that yet the two-thirds of this property, belonging to these defendants, can neither be sold nor sequestered as a means of satisfying the amount of the rents and profits, which may be decreed to her. These are the great points of defence. The nature and validity of each of which must now be carefully considered and determined.

With regard to the first point. The defendants *Samuel*, *Matilda*, and *Ann* claim this property, called the Fountain Inn, and allege, that the plaintiff has released, or is barred of dower therein, by the agreement, and the manner in which two suits, heretofore instituted in this court, to recover dower in the same property, have been finally adjusted and determined. If this allegation be well founded, there is an end of the case; since it cannot be necessary to inquire, whether the plaintiff had been previously thereto dowable of this property; and much less to determine the extent to which she might have been entitled to recover.

This plaintiff, with *John P. Paca*, her trustee, filed a bill on the 17th of February, 1813, in this court, against the representatives of the late *Samuel Chase*, to recover a certain amount of money alleged to be due to her. After which she filed one bill on the 5th of July, 1813, and another on the 14th of February, 1814, in which she presented herself as the widow of the late *Samuel Chase*, claiming dower in every parcel (the Fountain Inn, among the rest) of the real estate of which her late husband had been seized during their marriage, against his heirs, and all others, whom she had found in possession of any part thereof. To these suits the defendants appeared and answered; when the parties came to an agreement, designated in this case as the exhibit S. M., by which the matters in dispute in all three of them were to be adjusted or withdrawn. This written agreement is without date;