the first case, and every thing relative to it, may be wholly laid aside.

Looking at this agreement, in relation to the dower cases alone, it seems to be wholly gratuitous, without any valuable consideration whatever moving from either party. The plaintiff was to recover nothing to which she could not produce a clear subsisting title. She was to be endowed of certain specified property, *provided* she satisfied the court, that she was entitled to dower therein. It is neither said nor insinuated, that she was to be endowed of any one parcel of land, in consideration of her relinquishing dower in any other parcel. In short, she was to be endowed of no land in which she was not legally entitled to dower; and to no greater amount than its exact value, to be determined by the court. The plaintiff agreed to dismiss her bills claiming dower, as to all the property not included in the agreement, and to pay all costs. This concluding branch of the agreement is perfectly in character with every other part of it. Like the rest, it is merely gratuitous; and, consequently, according to every principle of equity, it cannot be construed into a release of any right, beyond the express and irresistible sense of the terms used.

The words of the agreement are, that "the bills be *dismissed.*" Suppose this agreement had been followed out by a formal decree, then the court must have dealt with the matter in the manner in which it was submitted; that is, it must have determined upon the rights of the parties as to all the property specified in the agreement; and as to the residue, it could only have ordered, in pursuance of the agreement, "*that the bills be dismissed with costs.*"(*i*) To make a decree a good and available bar, in any subsequent suit, it is not sufficient merely to shew, that the bill was dismissed; but the party must go further, and shew, that the matter of the bill was *res judicata;* that there was an absolute determination by the court, that the party had no title.(*j*) But the Chancellor could not, in those cases, have given any determination in relation to the plaintiff's title to dower in the Fountain Inn; because he was deprived of the means of doing so by the agreement, which simply directed, that those suits as to that property should be dismissed with costs. No decree which the Chancellor could have pronounced in pursuance of that agreement, could have given to it any additional extent

(*i*) Rowe *v.* Wood, 1 Jac. & Walk. 345.—(*j*) Brandlyn *v.* Ord, 1 Atk. 571; Mitf Pr. 238; 2 Mad. Cha. 312; Beam. Pl. Eq. 218.