

in relation to these attendant terms, and the distinctions between them and legal terms in gross are entirely foreign from the present subject of consideration.

The lease from *Chase* to *Bryden* created a legal term in gross; and the rent reserved was an annual rent service. It is to this particular estate which the acknowledgment of the plaintiff refers. Suppose the late *Samuel Chase* had, previously to his marriage with the plaintiff, executed such a lease as this to *Bryden*. How would the plaintiff's claim of dower have been affected? It is clear, that a woman may be endowed of a rent service, rent charge, or rent seck. And, to use the words of the most accurate and profound of the English lawyers, "If the husband maketh a lease for years, reserving rent, and taketh wife, the husband dieth, the wife shall be endowed of the third part of the reversion by metes and bounds, together with the third part of the rent, and execution shall not cease during the years."(*p*) But if a particular estate for years be carved out of the inheritance, prior to the marriage, without the reservation of any rent whatever, then the widow can only recover her dower in the *reversion*, with a *cesset executio* during the term.(*q*) Hence it is certain, that, if this lease to *Bryden* had been made prior to the marriage, this widow would have been entitled to dower in the reversion, and in the rent immediately from the death of her husband.

The question then resolves itself into this: has the plaintiff's acknowledgment placed her in the same, or in a different situation from that she would have been in, had the lease to *Bryden* been made before her marriage? At one time, an opinion prevailed, that a *feme covert* could, in no way, bar or divest herself of her right of dower during her coverture. But, we are told, there can now be no question, that if the husband and wife levy a fine, the wife is barred for two reasons. *First*, Because the intermarriage and seisin are the fundamental causes of dower, and the death of the husband but as an execution thereof. *Secondly*, Because all those who have estate, or title, or *claim*, join in the assurance; and, therefore, in such case, if the husband and wife have made a lease rendering rent to the husband and his heirs, and afterwards the wife recovers dower, she shall hold it charged with the term; since it is a maxim, that all lands in fee simple may be charged in one way or other. But in such case, as where the land had been

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(*p*) Co. Litt. 32. a.—(*q*) Pow. Mort. 687, note P.