

The acknowledgment of a *feme covert* to a deed, as prescribed by the act of assembly, it is obvious, was introduced as a substitute for a fine; and although a deed of bargain and sale, so acknowledged, will not, like a fine, as relates to the interests of third persons, work a discontinuance,^(k) yet as regards the *feme covert* herself it as effectually, and to a like extent, passes her interest as a fine.^(l) Hence an acknowledgment of a *feme covert*, made according to the act of assembly, like that made on levying a fine, can operate only so far, and no farther, than the deed itself, to which it is annexed, would operate, according to its nature, supposing it to have been made by the husband before the marriage, or by herself alone while sole.

It is, therefore, my opinion, that the acknowledgment of this plaintiff to the lease to *Bryden*, can only be construed as an improvement and further security to *Bryden's* title; and that, on the death of *Samuel Chase*, the plaintiff became immediately entitled to dower in the reversion of the Fountain Inn; and also in the rent reserved by that lease, without delay of execution during the term.

At law, the widow can recover damages or mesne profits for the detention of her dower only from the time it was actually demanded of the heir. And if the jury fail to assess damages for the detention, she can recover no costs; because costs are given only where damages are recovered.^(l) But in equity it is otherwise; here it is the course of the court to assign her dower, and universally to give her an account of the rents and profits from the death of her husband. But where the heir throws no difficulties in her way, and admits her claim, she has no costs.^(m) In this case, however, it appears, that every possible opposition has been made to this plaintiff's claim.⁽ⁿ⁾ As to the value of the rents and profits, one-third of the rent reserved by the lease to *Bryden*, and no more, can be recovered during that term. After that time the actual

purchaser or mortgagee may lose the estate, if the seller or mortgagor fraudulently sell or mortgage to another person whose deed is the first registered, and questions upon the priority of registered deeds often lead to litigation.—*Sugden's Letters on Sales, &c.* 47.

(k) *Lawrence v. Heister*, 3 H. & J. 377; *Mayson's Lessee v. Sexton*, 1 H. & McH. 275; *Nicholson's Lessee v. Hemsley*, 3 H. & McH. 409.—(l) *Colegate D. Owing's case*, post 000.—(l) *William v. Gwyn*, 2 Saund. 45, note; *Pow. Mort.* 718, note P; 2 *Harr. Ent.* 698.—(m) *Curtis v. Curtis*, 2 Bro. C. C. 632; *Dormer v. Fortesque*, 3 Atk. 130.—(n) *Lucas v. Calcraft*, 1 Bro. C. C. 134; *Worgan v. Ryder*, 1 Ves. & Bea. 20; 2 *Mad. Chan.* 564.