

THE CHANCELLOR :

The deed from Louis Gassaway to the complainant, dated the 11th of December, 1840, conveys the property therein described, subject to the terms set forth in an exhibit marked B., and filed in the cause therein referred to. That exhibit does not appear among the proceedings in this case, but the complainant in his bill, alleges that by the terms of the deed from Mr. Gassaway to him, the property conveyed was vested in him to secure the payment of the sum of \$507 25, the amount paid by him to Gassaway, with the interest thereon, and the six promissory notes given by Beard for the land purchased by him of the complainant.

Supposing this to be a true description of the exhibit B., subject to the terms of which the deed from Mr. Gassaway was executed, I am of opinion, that the land which may be laid off to the widow for dower, is not liable for the judgment assigned to the complainant by Mr. Iglehart, the dower to be assigned according to the agreement filed on the 18th instant, not embracing any part of the land purchased by John Beard, deceased, of the complainant. The dower land will, however, be liable in case of deficiency for the purchase money of the land so purchased by John Beard and for the sum paid by the complainant to Mr. Gassaway, it being assumed that the dower is taken out of the land conveyed by the latter to the complainant.

John Beard, the deceased husband of Harriet, had an equitable title in the land conveyed by Gassaway to the complainant, subject to the payment of the sums intended to be secured by that deed, but not liable for the payment of the judgment of Iglehart recovered in 1839, so as to defeat the title of the widow to dower, unless that judgment was embraced in exhibit B., referred to in the deed executed by Gassaway. The judgment having been recovered after the marriage, must, unless secured by the deed, be subordinate to the claim for dower, which commenced with the marriage and the purchase by Beard, the husband, of Gassaway, in the mode recited in the deed of the latter to the complainant. This view of the rights of the parties, it is thought, is in conformity with the act of 1819, ch. 93, sec.