and the said plaintiff doth so likewise.

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attornies aforesaid, and by order of the Court here thereon, is further continued until the first Monday of November next.

At which mentioned first Monday of November being the fifth day of the same month in the year of our Lord one thousand eight hundred and forty nine comes again into the County Court here, as well the said plaintiff by her attorney aforesaid as the said defendants by their attorney aforesaid;- Thereupon further process of and upon the premises aforesaid, between the parties aforesaid by consent of the said parties, by their attornies aforesaid, and by order of the Court here thereon, is further continued until the first Monday of April next.-

And now here, this day to wit, the first Monday of April, being the first day of the same month in the year of our Lord one thousand eight hundred and fifty, comes again into the County Court here, as well the said plaintiff by her attorney aforesaid, as the said defendants by their attorney aforesaid; Whereupon for trying the issue aforesaid above joined between the parties aforesaid, it is ordered by the Court here that twenty persons from the pannel of the petit jurors returned to the Court here by the sheriff of Prince Georges County aforesaid be drawn by ballot, according to the directions of the act of Assembly in such case made and provided; and thereupon the twenty persons being so drawn by ballot and written upon two lists, one of which said lists is delivered to the counsel for the respective parties and the counsel for each of the said parties having stricken out four persons from the said lists, thereupon the remaining twelve persons being called, come that is to say, Benjamin L. Gantt, Nathan Waters of Henry, Richd. N. C. Darnall, Overton C. Warner, Robert W. Brooke, Richard J. Edelen, Mrick McGregor, Richard J. Scott, George T. Beall, Charles S. Middleton, Dennis B. Cross, and Joshua C. Higgins; Who being empannelled and sworn to say the truth in the premises upon their oath do say that the said plaintiff ought not to have dower of the tenements aforesaid, with the appurtenances of the endowment of the said Robert Lehew, because they say that the said Robert Lehew late husband of the said plaintiff neither on the day he married the said plaintiff, nor ever afterwards, was seized of the tenements aforesaid, with the appurtenances, whereof, &c.

Therefore it is considered by the Court here, that the said Mary Lehew and John Walter Lehew recover against the said Tabitha Lehew the sum of eight dollars and seventy eight and one third cents for their cost and charges by them about their suit in that behalf laid out and expended, and the said Tabitha Lehew in mercy &c.

Memorandum- Before the Jurors aforesaid withdrew from the bar of the Court here, the said Tabitha Lehew by her attorney aforesaid, filed in Court here, the following Bill of Exceptions, to wit.

Tabitha Lehew vs. Ann Lehew & al.	Demand for Dower. At the trial of this cause (instituted in pursuance of the annexed order in Chancery.-
"Tabitha Lehew vs. "Ann and Walter "Lehew.-	In Chancery March Term:- This is a Bill for Dower and has been argued on the part of the defendants, during the sittings of the term, no one appearing on the part of the complainant, and is now at the close of the sittings taken up under the rule.- It was said by the Court of Appeals in the case of Wells and wife vs. Beale, 2 G. & J. 468, that the jurisdiction of this Court to decree Dower and rents and profits to a widow, was well settled, and that it was equally clear that, where dower was claimed at common law

and the Husband's title to the land was controverted, it must be made out at law, but the Bill in consequence of the right to dower being denied, was not to be dismissed, but retained for a reasonable time, until the right at Law could be established. This case, which in this respect, is precisely like the case referred to, must be governed by the rule prescribed by the Court of Appeals. It is thereupon adjudged and ordered this second day of May 1848, that the Bill filed in this case be retained for eighteen months in order to enable the complainant to establish at law her title to dower in the Lands as claimed, in default whereof the Bill will be dismissed." John Johnson, Ch.

"True copy Test, Louis Gassaway, Reg. Cur. Can."

The demandant in support of her claim for dower in the premises proved that John Lehew died in the year 1815, having duly executed his last will and testament in the following words.-

"In the name of God Amen, I John Lehew of Prince George's County and State of Maryland being sick and weak in body, but of sound and disposing mind memory and understanding, considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle my worldly affairs, and thereby be the better prepared to leave this world, when it shall please God to call me hence, do therefore make and publish this my last will and testament in manner and form following, that is to say: First and principally, I commit my soul into the hands of Almighty God and my body to the earth to be decently buried at the discretion of my executor hereinafter named, and after my debts, and funeral charges are paid, I devise and bequeath as follows: I give and bequeath unto my beloved wife Elizabeth Lehew all my lands during her natural life, and after the death of my said wife, I give and bequeath all the said lands, to my beloved son Robert Lehew, and my daughters, Ann Attridge, Elizabeth and Agnes Lehew, to have and to hold the same during their single lives, and in case my said children here mentioned should marry, or my son Robert should die without lawful issue then and in such case, it is my will and desire, that my beloved son Walter Lehew have and enjoy the whole of said lands to him his heirs and assigns forever. It is further my will and desire that eight acres of the above mentioned lands embracing the saw mill and mill seat, be laid off, to my said son Walter, as soon as convenient after my deceased for his immediate use and benefit, but that he be debarred from selling or disposing of the same until in possession of my whole landed estate as above recited. Having raised all my negroes, it is further my will and desire, that my negro man William, be set free and at liberty at the expiration of two years from the date hereof;- That my negro woman Nancy, be set free and at liberty at the expiration of four years from the date hereof; that my negroe woman Jenny be set free and at liberty, at the expiration of seven years from the date hereof;- That my Eleanor be set free and at liberty at the expiration of eight years from the date hereof;- that my women Elizabeth and Linah be set free and both of them at liberty at the expiration of eight years from the date hereof; that my women Daphney and Rebecca be set free, and at liberty both of them at the expiration of nine years from the date hereof; it is also my will and desire that all my remaining negroes, and the increase of the above mentioned negroe women, shall serve until they shall respectively arrive to the age of thirty years, and that they then be set free and at liberty as they respectively arrive at that age.- It is further my will and desire, that the whole of my stock, together with the crops of grain, and crops of every description made on the plantation, the farming utensils and household furniture of every sort and kind as it now stands, be and remain in the quiet and peaceable possession and enjoyment of my son Robert Lehew for the space of three years, from the date hereof for