will not describe the former class, neither will those words describe the latter; or, if the one be not found to fall within the embrace of a certain phrase or number of phrases, neither will the other. A proposition which, it will be admitted, cannot be for a moment conceded.

Were the assumption correct, that the interest when consummate is the same as the interest inchoate, *i.e.* contains the same inherent qualities; and that upon the death of the husband, by the disappearance of the element of contingency, it simply appears in a more highly developed form, then the conclusion at which His Lordship arrives might have been conceded without argument. But if it can be shown that the inchoate right is not the same interest as the vested right, (though existing in the same person, yet at different times) but is of a totally different nature by reason of the element of contingency that may be shown to exist in it, then the reasons given in his Lordship's judgment will not be a sufficient warrant for the conclusion. For the judgment proceeds upon the assumption that these two rights are homogeneous.

With all due deference to a learned judge, the greatest respect for whose opinion I entertain in common with the whole profession, I venture to submit, that the most we can say is, that these two rights, the inchoate and consummate, are *different interests* in the *same person*, not the *same interest* in *different forms*. That the inchoate right is not the *same interest* as the consummate or vested right and has none of its properties, seems manifest. The very element of uncertainty or contingency, which, I contend, serves to bring the inchoate right within the statute, disappears upon its consummation, and a *new right* accrues to the widow, namely a right of action; or, as expressed by Wilson, J., "a right to have an estate in the land established for her;" and by Van Koughnet, C., "a right to procure something *i.e.* dower; neither of which rights she had before her husband's death. And further it is said in *McAnnany* v. *Turnbull*, "she cannot * * assert any description of right in it except by *action* to procure an assignment;" thus, by an exhaustive or exclusive process, describing it as nothing else than a mere *right of action*. Again, "the common law regards the title to dower for many purposes as a mere *right of action*:" Blake, C. in *Rose* v. *Simmerman*, 3 Gr. 600. These learned judges seem to have fully described the interest of the widow before assignment of dower in the words quoted. It is plain then that, before the husband's death, not having arrived at that period when she may "assert any description of right," since she has, as yet, neither "a right to have an estate established for her," nor "a right to procure dower," she cannot be said to have the *same* interest as that last above described. She has in reality little more than a right to wait for a contingency which may never happen—to wait for the probable arising of a right of action. But the husband's death having happened in her lifetime, she now emerges from her former state of uncertainty, and becomes clothed with a new interest, entirely devoid of any contingent ingredient, inasmuch as she has a right *presently* to maintain an action. Are these two interests the same in any respect, except in that of their ultimate object? The answer is suggested by the following passage from Story Eq. Jur. 12th Edn. by Perry, 1040 (*c.*):—She "has nothing but the contingency, which is a very different thing from the right immediately to recover and enjoy the property." But to this it will be answered, that it will not follow as a logical consequence that these two rights will be found to be of exactly the same nature in every respect, simply because they are both excluded from the purview of a certain clause in the statute;