vey to the husband the one third part of what should come to the father of the wife on the death of T., his father, was decreed to be performed *in specie* after the death of T. intestate. In other words, the possibility of the heir's succeeding to his ancestor's estate was held to be the subject of assignment in the ancestor's life-time. See also *Wright* v *Wright*, 1 Ves. Sr. 411. In that case there was a devise of land to Robert or his heirs, to take effect on the happening of a contingent event. Robert, before the contingency happened, conveyed all his interest to his youngest son and his heirs, and then died. The contingency happening, it was held, that Robert's heir could not claim this against his father's deed. In other words, this possible interest, depending on the happening of an event, was held to be the subject of conveyance before the contingency happened. See also the cases cited in *Wright* v. *Wright*. In Story's Eq. Jur., 12th Edn. by Perry, 1040, it is laid down that "To make an assignment valid *at law* the thing which is the subject of it must have actual or potential existence, at the time of the grant or assignment. But Courts of *Equity* will support assignments * * of things which have no present actual or potential existence, but rest in mere possibility; not, indeed, as a present possible transfer operative *in præsenti*; for that can only be of a thing *in esse*; but as a present contract, to take effect and attach, as soon as the thing comes *in esse*." If the above analogy be well drawn, it would seem that the inchoate right might always have been assigned for value in Equity; though not at law until after the passage of the Acts hereafter referred to; yet, from its precarious nature, seldom if ever made the subject of barter. We find the view that it was a distinct species of property confirmed by the wording of the 37 Geo. III. cap. 17, (C. S. U. C., cap. 84, s. 5) which empowered any person without her husband's being party thereto, to bar her Dower by Deed containing a release thereof, executed as directed by the Statute; and shewing her untrammelled consent to the conveyance by a certificate in due form as thereby required; and such a conveyance was to have the same effect as a fine levied; which was the mode of barring her Dower previous to the Act. In other words, instead of resorting to the tedious process by fine she could now by an instrument executed as directed make a complete conveyance of her interest. "For, the expression that a woman may *bar her dower* in any lands, means no more than that she may convey, release, or part with, or do some act, which avoids her dower, or right to dower," per Wilson, J., in *Miller* v. *Wiley*, 16 C. P. 537. And the otherwise possible inference, from the use of the word "release" in the Act that there must be already an estate in the land in the releasee, upon which the release of dower might operate, is rebutted by the declaration in the Act that such a conveyance shall have the same effect as a fine would have had. See also 32 Vict. cap. 32, s. 31, O., where this right is also regarded as a distinct species of property. It would, therefore, seem that it was regarded by the Legislature as, or to use the words of Lord Chancellor Talbot (3 P. Wms. 234) "that here was the opinion of the whole parliament in the point" that it was a distinct species of property; a new method of dealing with which was supplied by this and the following Acts. The 50 Geo. III., cap. 10 (C. S. U. C., cap. 84, s. 6) extended the power of examination and granting certificates to other officials than those named in the former act. And the 3 Wm. IV. cap. 10, (C. S. U. C., cap. 84, s. 6) related to the form of certificate when the husband was parting with his interest and the wife joined to bar her Dower as incident thereto. The 2 Vict. cap. 6 was then passed, which by Secs. 3 and 4 enacted, that where a wife joined