favours bestowed by the law on women, affirmed it to be only reason to construe the law for the correction of such as would be of covin and falsity to impair their deceased husband's inheritance. It was considered that the widow was within the terms of the Act, but it was further resolved that if she were not within the words she was within the intent and meaning. It was held, too, that the heir might enter immediately, that is in the life of the tenant in tail; but no judgment was given on account of a defect in the plaintiff's replication in not showing certainly how the plaintiff's wife was heir to the tail. The Act has since been adjudged expressly to extend to trusts, for trusts are now what uses were then and the latter are expressly mentioned, see Clifton v. Jackson, 2 Vern. 486; Symson v. Turner, 1 Eq. Ca. Abr. 220, where a husband conveyed lands to trustees in trust for the wife in tail general, remainder to himself in fee.
268 He had no issue and died. The widow suffered a *recovery, and devised the lands for payment of her debts and died without issue, and the husband's heir was held entitled against the widow's creditors.

So in Sir George Brown's case, 3 Rep. 50 b. Lynch v. Spencer, Cro. Eliz. 513, it was said that the intent of the Statute was to prohibit not only every bar to the heir, but every manner of discontinuance which puts the heir to his real action. In that case, a woman tenant in tail of the gift of her husband made a lease for three lives, not warranted by Stat. 32 H. 8, c. 28, but without any clause of warranty in the lease. It was held within the Act, for the words of the Act "with warranty" refer to releases and confirmations, which do not work a discontinuance without warranty. It was said to be within the Act, too, if the gift by the husband or his ancestors, by which the wife takes, was made as well in consideration of money paid by the wife or her father, as of the marriage, Kirkman v. Thompson, Cro. Jac. 474, and see Villers v. Beaumont, Dyer, 146 a. A case is put in Palm. 217, where the husband and wife sell the wife's estate and buy other lands with the money, which are settled on both. Such a jointure is said to be within the Act, for the husband might have done what he pleased with the money. However it seems clear that neither of these cases would be law at this day in Maryland.

The case of Eyston v. Studd, Plowd. 459, was directly the contrary of Wimbishe v. Tailbois; for there it was adjudged, that the case though within the letter was out of the intent of the Act. In that case husband and wife levied a fine of lands of the wife's inheritance, taking back an estate tail, with remainder to the right heirs of the wife, and the question was, whether the wife might after her husband's death alien those lands without danger of the Statute, and it was determined that she might. For the object of the Statute was to restrain women, having jointures which came originally from their husbands or their husband's ancestors, from doing anything to the prejudice of the heirs. But in this case it was said, there came no jointure from the husband, but the wife had made a jointure to her husband, and to restrain her after his decease from doing what she pleased with her own inheritance was contrary to all reason, Co. Litt. 366 a.

So where the lands move from the wife's ancestor the Act does not apply. In the case of Copland v. Pyatt, Cro. Car. 244, the wife's father in consideration of 400*l.* paid by the husband's father, and of the marriage, and for the preferment of his own blood, covenanted to stand seised to the