

for the wife for life, &c., and the husband gave the bond, but paid only a small portion of the 2000*l.* and died, after having sold real estate of which he was seised during the marriage, it was held that the settlement was a good equitable bar of dower, and that the widow was not entitled to a lien upon the real estate in respect of the provision which failed. And so it has been decided that if she accept a term of years, *Rose v. Reynolds*, 1 Swanst. 446, or an annuity, *Vizard v. Longdale*, Kelynge's Ch. Cas. 17, stated in 2 Eden, 66, and in *Dyke v. Rendall*, *n.* or if any provision be made for her before marriage out of "any of the new species of property which have grown up since, by new improvements, commerce, and from the funds," *per* Lord Hardwicke, 2 Eden, 65, she will be barred of her common law right. And so a trust estate will be a good equitable jointure. In *Maurer v. Maurer's Ex'rs*, 5 Md. 324, where by an ante-nuptial settlement it had been agreed between husband and wife, that neither would claim in any way the real or personal property of the other before or after the other's death, the Court of Appeals held that the wife having abandoned all claim to her husband's property had no right to question the propriety of the probate of his will. And in *Maurer v. Naill*, 25 Md. 532, the agreement was enforced as a good contract in bar of dower. And in *Edelin v. Edelin*, 11 Md. 415, a widow, who by such an ante-nuptial agreement had relinquished all her right in her husband's property, was not allowed the costs and expenses of an unsuccessful attempt to resist the probate of her husband's will, although administration had been granted to her.

Jointure of female infant.—*It was the opinion of Lord Coke and **303** Lord Hale, that an infant was barred also by a jointure made before marriage, Co. Litt. 36 b, n. 7. The question was finally settled in *Drury v. Drury*, reported as the *Earl of Buckinghamshire v. Drury*, 3 Bro. P. C. 492, and also 2 Eden, 38; in which case it was determined that a legal jointure was not a compensation for dower agreed to by the wife, but a provision conferred upon her, and was not founded on any idea of contract; hence it followed that in case of the wife being an infant when such provision was made, no objection arose from incapacity to contract. In that case the infant had executed an ante-nuptial contract in the presence of her guardian, who was a subscribing witness. The husband agreed, that in case his intended wife should survive him, his heirs, executors or administrators should pay her during life an annuity of 600*l.* for her jointure, which provision she agreed to accept in full satisfaction of her dower and thirds. And it was held that in equity, by analogy to the legal rule, (and not on the ground of contract, as we have seen is the ground in cases of adults accepting equitable jointures,) an infant may be barred by an equitable jointure settled on her before marriage by the consent and approbation of her parents or guardian. In *Jordan v. Savage*, before Lord King, 2 Eq. Cas. Abr. 102, an ante-nuptial settlement on an infant wife was enforced as an equitable bar to her customary provision in copyholds by analogy to the Statute, and the same principle had been asserted in *Sice v. Seys*, Barn. ch. 117; *Harvey v. Ashley*, 3 Atk. 607, and *Davila v. Davila*, 2 Vern. 724, and see *Williams v. Chitty*, 3 Ves. Jun., 645. In Maryland, a bill (1768, ch. 2,) having passed both houses of Assembly enabling Mary Darnall, an infant, to execute a settlement on her marriage with Charles Carroll of Carrollton, it was much debated in the Upper house whether such