a bill was necessary, and they all thought it was except Daniel Dulaney, who thereupon drew the following statement, and sent it to England for Mr. Solicitor's opinion. "A. married B., a minor between 18 and 19 years of age. Before the marriage, A. settled upon B. an estate of 300*l.* per annum, by way of jointure in lieu of dower. The father and mother and uncle of B., consented to the marriage, and were as well as B. parties to the settlement. B. had a very slender fortune, not exceeding 300*l.* A. died leaving a considerable real estate, so that it is so far the interest of B., now of age, to waive her jointure, and claim dower if it may be done, and the single question is, whether inasmuch as B. was a minor as aforesaid, she is bound by the settlement, or may not elect to have the jointure aforesaid or dower. If the point has lately been determined in the House of Lords, or in any other Court, Mr. Dunning is requested to intimate in what case."

OPINION.

This question was much agitated in the Court of Chancery some years ago in a case of Drury v. Drury, and it was the opinion of that Court that an infant jointress might waive her jointure and insist on her dower; but upon an appeal the House of Lords were of a different opinion, and it is *now settled* by that determination, that a jointure made *before* marriage is binding though the jointress was under age, and will bar her right of dower. J. DUNNING.

Temple, 21*st November*, 1768.

See 1 Harr. & McHen. 568.

It was also determined in Drury v. Drury, and the determination has always been followed, that such an ante-nuptial settlement on an infant wife would, if so expressed, bar her of her right to a distributive share **304** of her husband's personalty. Indeed as to *value, this was the material point in Drury v. Drury, see Levering v. Heighe, 3 Md. Ch. Dec. 365. But in Creswell v. Byron, 3 Bro. C. C. 362, where a leasehold estate was settled before marriage on the wife in recompense and bar of dower and for a provision for the wife, and the husband had no real estate, the Chancellor held that the settlement was no bar to the wife's claims for thirds.

Jointure must be competent and reasonable.—The equitable bar being affected by anology to the Statute, it follows that the provision settled on her should be as beneficial to the infant, and as certain as that required in legal jointures, in order to bar her of dower. And accordingly it was held in Caruthers v. Caruthers, 4 Bro. C. C. 500, by Lord Alvanley, that a settlement giving the infant only an *uncertain* and *precarious* provision, part of it being limited to her after the death of her husband's mother, which she might never live to enjoy, could not be established against her as an agreement; that Drury v. Drury did not mean to decide that a guardian could bind the infant to accept an uncertain provision, and the Court could not perform such an agreement without seeing that it was reasonable. And in Smith v. Smith, 5 Ves. Jun. 189, where it was agreed that the husband's estate should go according to the custom of London, the wife was held not to be barred. Chancellor Johnson in Levering v. Heighe, 2 Md. Ch. Dec. 81, and 3 Md. Ch. Dec. 365, laid down the rule fully, that *a competent*