and certain equitable provision, settled upon an infant before marriage, in lieu of dower, and to take effect immediately upon the death of the husband, and to continue during the life of the widow, and being a competent and reasonable livelihood for the wife under the circumstances, was a bar of dower, following therein Chancellor Walworth in McCartee v. Teller, 2 Paige, 511, affirmed 8 Wend. 267, who held that an ante-nuptial contract, entered into by a husband with an infant and her guardian, by which she was to receive a certain annual sum during her *widowhood* in lieu of dower, did not bind her, it not being as certain and as beneficial a provision for the infant as required by law to constitute a legal bar. What is to be considered a competent and reasonable settlement under the circumstances is not stated precisely in any of the cases. In cases under the Statute Lord Coke describes the estate as a competent livelihood, Co. Litt. 36 b. "The estate," says Lord Northington in Drury v. Drury, 2 Eden, 57, "is of no defined value by the Statute, and if it be made up of the qualities and accidents specified, it is a legal bar and every Court of law is bound to accept it as such." If therefore the jointure be made before marriage with the consent of an adult wife, or if she marry with notice of a settlement, Estcourt v. Estcourt, 1 Cox, 20; or, if made during coverture, it is afterwards accepted by the wife, inadequacy of value would seem to be no ground of objection to it, except so far as it would be evidence of fraud. Chief Justice Wilmot, in his opinion in Drury v. Drury, Wilmot's Opinions, &c., 202, thought that inadequate jointures might be void on the ground of fraud; that the fraud might be pleaded at law, and its fairness and competency would be a question to be decided by a jury. "A pocket jointure," as he observed, "on a woman without her privity, or on an infant without the privity of parents or guardian, would be a fraud."[14] And in Felton v. Harvey, 3 Atk. 612, Lord Hardwicke said that equity might relieve against a merely illusory jointure on an infant. But in the same case he put the case of an infant marrying a gentleman of great estate, the dower is one-third and she has a jointure made to her of only one-tenth of the value, notwithstanding this, as the law has intrusted parents and guardians with the judgment of the provision for infants, she shall not set it aside upon the inequality between the dower and the jointure. Lord Thurlow in Durnford v. Lane, 1 Bro. C. C. 106, thought that the Court should not go into the question of the competency of a settlement by the husband at all, his opinion being that an infant *was not bound unless she availed herself **305** of the settlement. In Drury v. Drury the wife's fortune was 2,000*l.*; the rental of the realty was 2,600*l.*, and the value of the personalty 60,000*l.*, yet the wife was held bound by the jointure of 600*l.* In Williams v. Chitty the jointure was in part settled from the wife's fortune, and its annual value was 152*l.* The husband died seised of an estate whose rental was 1000*l.*, and the wife was held bound. In Jordan v. Savage the wife would have been entitled by custom to the whole of her husband's estates (which were copyhold) for life; her ante-nuptial settlement gave her only one-half, and the jointure was held good. In Vizard v. Longden the annuity settled on the wife was only 14*l.*; and see Boynton v. Boynton, 1 Bro. C. C. 445;

[14] See Collins v. Collins, 98 Md. 478.