

and in Carroll's case the jointure was much below the value of the dower interest. In general, therefore, the Court does not go upon any calculation as to the respective values of the provision and the dower when the provision is a proper maintenance for the widow, and the presumption accordingly would be that every such settlement is good unless the contrary is shewn, where the only question is as to its adequacy. And here the consent of the infant's parents or guardian to the jointure and the amount of her own estate are most material considerations.

How far female infant can bind her own property by ante-nuptial contract.—It is now considered since the case of Milner v. Lord Harewood, 18 Ves. Jun. 259, that a female infant cannot bind *her own real estate* by a marriage settlement, 2 Kent Comm. 244; Field v. Moore, 7 De G. M. & G. 691; and the point was so held in Levering v. Levering, 3 Md. Ch. Dec. 365. The Chancellor, however, was clear that the settlement was not void but voidable, and that the infant might afterwards, when her disability ceased, confirm it expressly or by her acts, and he determined that the infant's privies in blood might therefore avoid it. The case of Lowry v. Tiernan, 2 H. & G. 34, is considered by the learned authors of the 1st Md. Digest as an authority that a female infant may by a voluntary settlement bind her estate so as to be unable to revoke the settlement when she comes of age. But the bill in that case asked for a reform of the trusts of the settlement, which was of personalty. If it was valid the Court had no power to modify it; if it was fraudulent against the husband, though it might have been set aside, the Court would make no terms with a fraudulent instrument, and consequently the Court only decided that the complainants (the husband and wife) could not thus obtain their object in a Court of Equity. It was indeed held in Harvey v. Ashley *supra*, that a female infant was bound by a settlement of her personal property, as otherwise the husband would take it absolutely. This, however, must be considered as changed in some measure by Art. 45¹⁵ of the Code; although the husband still possesses certain marital rights over his wife's personalty. The 2d¹⁶ section provides that

¹⁵ But since under the Act of 1898, ch. 457, (Code 1911, Art. 45, sec. 4), married women now hold all of their property to their separate use, as fully as if unmarried, with the same power of disposition that husbands have and no more, it seems clear that any ante-nuptial contract of a female infant with respect to either realty or personalty would be void, or if beneficial to her, at least voidable. See Harlan's Domestic Relations 60.

¹⁶ **Husband's dower and thirds.**—But now under Act of 1898, ch. 457, as amended by the Act of 1904, ch. 151, (Code 1911, Art. 45, sec. 7), a husband acquires by virtue of his marriage an estate of dower in his wife's lands held by her at any time during the marriage, whether by legal or equitable title. Harris v. Whiteley, 98 Md. 430; Snyder v. Jones, 99 Md. 693; Slingluff v. Hubner, 101 Md. 652; Vogel v. Turnt, 110 Md. 201.

And by the Act of 1898, ch. 331, (Code 1911, Art. 93, secs. 120 *et seq.*), the husband is given the same rights in his wife's personal estate, on her death intestate, which she had and still has in his personal estate on his death intestate. And since under the Act of 1898, ch. 457, (Code 1911, Art. 45, sec. 4), she has only the same power to will that a husband has and no