the wife shall hold her property, including personalty, to her separate use, and may devise the same as if she were a *feme sole*, or convey it by joint deed of herself and husband, but if she dies intestate, leaving children, her husband shall have a life estate in her property, and if she die intestate, leaving no children, the husband takes the personalty absolutely, see Stockett v. Bird, 18 Md. 484, and Art. 93, sec. 32 [17] of the Code, excepting *choses in action*, not reduced into possession by the husband in his life-time. In Davis v. Jacquin, 5 H. & J. 100, the Court of Appeals held that a female under twenty-one years of age could not dispose of her personal property, though entitled to its possession at an earlier age. The principle of Harvey v. Ashley would therefore only apply to a settlement of the wife's *choses in action*.[18] In Helps v. Clayton, 17 C. B. N. S. 553, it was held that an infant, having no property of her own to settle, may contract with a solicitor for the preparation of a marriage-settlement with her intended husband, under which proper provision is made for her benefit, as such may be considered a necessary suitable to her estate and condition.

*The fourth requisite mentioned by Lord Coke is, that the provision **306** must be expressed in the deed to be in satisfaction of the whole of her dower, and not of part of it. In Vernon's case *supra;* Tracy v. Ivies, 1 Leon. 311; Villers v. Beaumont, Dyer, 146 a, and other cases, it was held that the circumstance that the provision was in full satisfaction of dower might be shown by parol. But since the Statute of Frauds it has been held that such evidence was inadmissible both either at law and in equity, Tinney v. Tinney, 3 Atk. 8; Lord King in Vizard v. Longdale, cited in Dyke v. Rendall. However, if the provision appear by necessary implication from the contents of the deed, as if the word jointure is used, or from its nature, to be in satisfaction of dower it is sufficient, Vizard v. Longdale; Walker v. Walker, 1 Ves. 54; Hamilton v. Jackson, 2 Jones & Lat. 295. The like rule obtains where it appears that the provision was only intended in satisfaction of part of dower, Vernon's case; Caruthers v. Caruthers *supra*. The widow, therefore, in such cases will be entitled, upon giving up the provision, to her dower, *ibid.*

Provisions of Maryland Code.—The Code, Art. 93, sec. 284,[19] (Act 1798,

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more, she is now under the same disability as to depriving him by will of his share in her personal estate as he is as to depriving her of her share in his personalty. See note 23 *infra*.

[17] This section of the Code of 1860 was repealed an re-enacted by the Acts of 1878 ch. 268, 1882 ch. 477, and 1892 ch. 571, but all of these were repealed by the Act of 1898, ch. 331. There is now no statute on the subject and administration on the wife's estate is probably necessary in all cases, though it may, perhaps, be argued that where the husband gets the whole estate no administration is necessary except to reduce *choses in action* to possession, as at common law.

[18] This principle can no longer apply. See notes 15, 16 and 17 *supra*.

[19] Code 1911, Art. 93, sec. 301. The statute does not declare that the devise to bar dower must necessarily be of a fee. In Orrick v. Boehm, 49 Md. 72, where the widow accepted, it was held that only a life estate passed.

It may be remarked that in equity a devise or bequest in lieu of dower, if