

plants its equity in directing the whole of the wife's fortune to be settled upon her exclusively.

Here there is no direct proof of a fraudulent and corrupt intention on the part of Lewis Helms to marry this plaintiff Anna merely as a means of getting her fortune into his hands; but there are circumstances in the case which go far to shew that his motives were, by no means, as correct as they ought to have been. Her age; the pecuniary situation of the parties; the plan he formed so soon after marriage, although an ignorantly contrived one, to have the legacy transferred to him by a power of attorney, and a will executed by his wife; her refusal; the open rupture that soon followed, and the disclosure, from his papers, of his bad character, are facts which, when taken together, it will be difficult to reconcile with any other than sordid motives on his part.

I have met with no instance where the wife was not a ward of the Court, in which the whole of her fortune has been settled on her, merely on the ground of the fraudulent or base motives of the \* husband, and her having been deluded into a marriage for the sole purpose of enabling him to get hold of her prop- **579** erty. But if, as has been said, this Court has the power to go so far as even to declare the contract of marriage itself to be null and void, on the ground of its having been procured by terror, abduction, and fraud; *Ferlat v. Gojon*, 1 *Hopk. Rep.* 478; it would not be consistent with itself, and faithful to its best principles, if it were not to allow itself, under such circumstances as are here presented, to deal out to the wife a liberal and saving measure of justice; and, as the only means of preventing the deceiver from profiting by his delusion, to have the whole of her fortune settled upon her exclusively.

Let it, however, be supposed that Lewis Helms, in contracting marriage with his present wife, was actuated by no improper or unworthy motives; or that, even if he was, they cannot be allowed to form any sufficient reason for stripping him of the whole of this legacy, and that it is impossible the Court should undertake, of itself, to give the whole to her; because it cannot assume or admit the position, that a married woman is entitled to the whole of her separate property to her separate use, in direct opposition to the clearest principles of the marriage contract. Yet the husband, at least, is in a condition to bind himself by his own voluntary consent; and, therefore, although the Court itself cannot divest him wholly of his martial rights, yet he himself may freely release them; and if he does so, such relinquishment may be received ratified, and cast into the shape of a settlement, by the Court, for the benefit of the wife and her children.

Where it appeared that the wife was entitled to a large legacy; that she had been clandestinely married; that the husband, after the marriage, had made a settlement equal to the whole amount