

upon her, and that in consideration thereof, the trustees had paid the legacy to the husband; it was held that the settlement of the whole, by the agreement and consent of the husband, was binding and good even against his creditors. *Moor v. Rycault*, *Prec. Cha.* 22; *Wheeler v. Caryl*, *Amb.* 121. And where the husband had given a note to his wife, that if he should treat her ill, she should have her share of her mother's estate to her own use. It was conceded that such a consent of the husband would have been sufficient as to the amount; and that the whole might have been settled upon the wife. *Nicholls v. Dunvers*, 2 *Vern.* 671; *Rodney v. Chambers*, 2 *East*, 283. And where the property had been be-
580 queathed* to the wife of the bankrupt for life; and it was claimed by the assignees of her husband; the Court made a reference to receive proposals from the husband for a settlement on his wife, and he proposed that the whole should be settled on her, which was ordered accordingly. It was said that there a want of form in calling for proposals from the bankrupt husband; because he, of course, would propose that the whole should be given to his wife, rather than any part to his assignees, and that the assignees must have consented to the arrangement. *Beresford v. Hobson*, 1 *Mad. Rep.* 363. And it is sufficient that such consent of the husband be expressed in any clear and distinct form, either before or after the institution of the suit. As where the husband, upon whose consent the quantum depended, had, in a letter to a third person, expressed a desire that the whole might be settled, it was held to be an honest, conscientious, and absolute appropriation of the whole fortune, and a settlement of the whole was decreed accordingly. *Grosvenor v. Lane*, 2 *Atk.* 180.

From all which it appears to be well established that the husband, or his assignees, who stand in his place, may consent that the whole fortune shall be settled on the wife, and that if such consent be freely and deliberately given in any form, the Court will hold the husband's interest bound by it, upon the ground that such agreement, without at all conflicting with the sacred principles and policy of the marriage contract, comes in aid of the equity which gives her a provision out of her own fortune, when she is not maintained by her husband; and also in aid of "the wife's equity," which are now admitted, on all hands, to be wholesome and useful modifications of the rigid rules of the common law, and because such consent merely reduces to certainty that, as to which the Court had the power to exercise a just and liberal discretion.

In this case the agreement of the 29th of August, 1823, between Lewis Helms and Anna his wife, so far as it declares the marriage contract to be dissolved, must be regarded as a nullity. But it is now well settled, that agreements of this description may be entirely void as to part, and valid as to the rest. If a husband and wife enter into articles of agreement to separate, and that she