

**DIVORCE—Continued.**

quires the property of the wife, which she had at the time of her marriage, or such portions thereof as remain undisposed of, to be delivered up to her. *Ib.*

See **NE EXEAT, WRIT OF.**

**ALIMONY, PENDENTE LITE.**

**DONATIONESS MORTIS CAUSA.**

See **DELIVERY, 1.**

**DOWER.**

1. There is no doubt of the power of a female infant, by a contract before marriage, to bar herself of her right of dower in the real estate of her husband, and of her distributive share of his personalty. *Levering vs. Heighe, 81.*
2. So also a settlement upon a wife before marriage in lieu of dower, to take effect immediately upon the death of the husband, and to continue during the life of the widow, if it appears to furnish a reasonable support for the widow, and to be certain and equitable, will be considered as a bar of her dower. *Ib.*
3. The position that an annuity, being in lieu of dower, is, like the claim for dower, exempt from the statute of limitations, may be sound, though the consequences might be oppressive so far as these defendants are concerned, who would have to bear the whole weight of the accumulated claim; whereas, if the claim for dower were asserted, all the devisees of the testator would have to contribute in the proportion to their several devises. *Chew vs. The Farmers Bank, 232.*
4. There can be no doubt that a widow with respect to a devise made to her in lieu of dower, is to be considered as a purchaser with a fair consideration; but if the provision made for the wife by the will is fraudulent in being greater than her common law rights, and, therefore, unjust and injurious to creditors, to the extent of such excess, her title would not prevail against the claim of creditors. *Ib.*
5. Where a husband in his lifetime, gives to one of his creditors a mortgage upon a particular portion of his estate, to secure the claim of that creditor, he cannot afterwards take away that security by charging in his will that some part of his estate with the provision for his wife, even though that provision in view of his whole estate does not exceed her common law rights. *Ib.*
6. The most the wife could claim, under such circumstances, would be to the extent of her dower interest in the particular land mortgaged, and for the amount of the provision beyond this, she must be regarded as a volunteer, and her claim for such excess, subordinate to the claim of the creditor. *Ib.*

See **WILL AND TESTAMENT, 2.**

**ELECTION.**

1. A plaintiff suing at law and in equity at the same time for the same matter, will be compelled to elect in which court he will proceed. The reason and object of this rule, is to relieve a defendant from the "double vexation" of defending himself in two courts against the same