MARRIAGE SETTLEMENT BY A FEMALE INFANT—*Continued.*

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. It seems equally clear, that a female infant, before marriage, can bind her *general personal* estate by a settlement; because such personalty upon the marriage becomes the property of the husband. This general equity principle may be considered as modified in this state, by the act of 1842, ch. 293, in respect to the particular description of property therein referred to. *Ib.*
4. But a female infant will not be bound by a settlement of her *real estate* made before marriage. *Ib.*
5. Nor would a female infant be bound by an ante-nuptual settlement of her real estate or her separate personalty, though made with the approbation of the court. *Ib.*
6. A female infant may give efficiency to a *voidable* settlement, either by an express confirmation after attaining majority, or by some act which would make it inequitable in her to impeach it. *Ib.*

MISTAKE.

1. The jurisdiction of this court to reform and correct a settlement made by a parol agreement between two parties, and to enforce its specific execution when corrected, is indisputable, where a mistake in such settlement has been, even by parol proof, clearly made out. *Hall & Gill* vs. *Claggett*, 151.
2. The mistake must be made out in the most clear and unequivocal manner, and to the entire satisfaction of the court, and relief will be granted only when it is so made out. *Ib.*
3. In this case the answer explicitly denied the existence of the imputed errors in the settlement, and the only witnesses examined, sustained the statement of the answer. Upon this proof, it was HELD—

   That the court could not assume the existence of errors upon the alleged improbability and unreasonableness of the settlement, and the bill was dismissed. *Ib.*

See VACATING DEEDS, 1, 2.

PRACTICE IN CHANCERY, 35.

MORTGAGE, MORTGAGOR, AND MORTGAGEE.

1. H. & M. to secure an indebtedness they were about to contract with the firm of D. & N., by means of promissory notes and bills of exchange, to be made, accepted, or indorsed by H. & M., and by them passed to D. & N., to an amount not to exceed $50,000, at any one time, on the 31st of July, 1845. Executed to the latter, a mortgage of certain real and personal property, which was not recorded, until 6½ o'clock, P. M., of the 16th of June, 1846. On the 11th of April, 1846, the same parties executed a second mortgage, of the same property, to the same mortgagees, to secure a like indebtedness, not to exceed $75,000, which was recorded at 5 o'clock, P. M., of the 16th of