

charged from the claim of any husband she might thereafter have, and without being bound for the payment of his debts, &c., with power to her to receive the rents and profits, without being bound or liable as aforesaid; and in further trust, to permit and suffer her to dispose of the property absolutely at any time she may see fit to do so, which power is expressly reserved to her, as is also the power to devise the same by last will and testament; and upon the further trust that in the event of no such disposition by her in either way, Cole, the trustee, his executors, &c., should hold the property in trust for the heirs of the said Catharine Drake, who would have been entitled to receive the same, had these presents been executed to the said Catharine Drake, her executors, &c.

As this deed expressly protects the property against any husband Mrs. Drake might thereafter have, it is not denied that it applies to the defendant, O'Neill, and that during her coverture with him, the property was subject to the trusts of the deed. This being so, as it unquestionably is, how is it possible to say that the deed from Catharine Drake to Cole, of the 17th of April, 1843, is a fraud upon the marital rights of O'Neill?

By the deed from Peters to her, of March, 1843, the property was settled to her separate use, with the absolute power of disposition by deed or will, and as O'Neill married her with the property so circumstanced, he is to be regarded as adopting it in that state, and bound in equity not to disturb it.

She could then clearly, even during her coverture with O'Neill, have disposed of the trust property, either by deed or will, without his concurrence or knowledge; and surely, if she could do so after the marriage, there can be no principle which would restrain her from executing a similar power prior to the marriage.

How can O'Neill, the husband, say that he had a right to be consulted, or to interpose any objection to the deed to Cole, executed prior to the marriage, when after the marriage, his wife might have disposed of the property entirely irrespective of his consent?