

Bowie did so pay out, of money not received from Berry, does not appear ; but, if there be deducted from the value of the land, at the death of Bowie, the sum which he received from Berry and applied in payment of the land, it is all that can, in equity, be asked.

Proof has been taken of the age and health of Mrs. Bowie, and of the value of the land at the period of the death of Mr. Bowie, and of the value of certain improvements resulting from the actual labor and money of the owner ; and the wife, according to the former opinion of this Court, is to be excluded in the assignment of dower, as against the defendant, from this improved value.

Accounts have been informally stated, and counsel have agreed that these may be considered as if they had been regularly reported by the Auditor. I cannot, however, pass a decree upon them as they stand ; and shall, therefore, send the case to the Auditor, assuming, that an equivalent in money will be taken for the dower-interest.

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 PRATT and ALEXANDER, for Complainant.
 ROBT. J. BRENT, for Defendant.

MADISON LEVERING AND OTHERS,
 vs.
 B. M. HEIGHE, ADM'R OF NATHAN
 LEVERING ET AL.

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 DECEMBER TERM, 1850.

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 [MARRIAGE SETTLEMENT OF HER REAL ESTATE, BY A FEMALE INFANT.]
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A FEMALE infant, in contemplation of marriage, and with the consent of her intended husband, executed a marriage settlement, conveying her entire real estate to a trustee, in trust for her separate use during coverture, with power to dispose of the same by deed or will, and in case of failure to make such disposal, in trust for any child or children she might thereafter have, and their heirs, &c. ; but in case she died without leaving a child or children, or descendants of the same, living at the time of her