

death, then one-half of said estate for the use of her husband and his heirs, and the other half to her own right heirs. She died during minority, leaving an infant child, who survived her but a few days. HELD—That she had not the capacity so to bind her own real estate; but as the conveyance contains provisions beneficial to her, it is *voidable* only, and not absolutely *void*, and can be avoided by her privies in blood, but not by privies in estate only.

Contracts of an infant for necessities, are binding, and such as are for his benefit, are voidable only; but a contract that the Court can see, and pronounce to be to the prejudice of the infant, is void.

There is no doubt of the power of a female infant to bar herself by her contract before marriage of her right of dower, in her husband's land, and of her distributive share of his personal estate.

It is clear, also, that such infant has the power to bind, by a settlement before marriage, her general personal estate, because such personal estate becomes, by the marriage, the property of the husband; and the settlement is, in effect, his settlement, and not hers.

The infant himself, when he attains age, or his representatives privies in blood, can avoid a voidable conveyance, made by the infant; but not privies in estate only.

In this case, the settlement being avoided, it was HELD—That the estate descended to, and the proceeds of the sale thereof should be distributed among, the uncles and aunts of the infant child, to the exclusion of the children of uncles and aunts.

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[Nathan Levering, by his will, dated the 1st of February, 1827, directed, that his executors should hold his real and other estate, not therein otherwise disposed of, until his youngest child should attain the age of twenty-one years; and then directs the whole residue of his estate, real and personal, to be equally divided among his children, and be transferred and delivered to them, in possession, on the arrival of his youngest child at the age of twenty-one years. He left six children, surviving him; and the executor, declining the trust, B. M. Heighe, was, by a decree of Baltimore County Court, sitting in equity, dated the 25th of September, 1834, and passed, upon petition of the parties interested, appointed trustee, to execute the trusts of the will. On the 23d of October, 1838, after the youngest surviving child had attained the age of twenty-one, a petition was filed in the cause, by some of the parties interested, for a sale of the property, for the purpose of distribution. The other parties in interest, who were made