

about to intermarry with George B. Stephenson, on the 11th of February, 1835, she being then a minor, about sixteen years of age, with the consent of her intended husband, who was a party to the deed, conveyed her entire estate, real and personal, to a trustee, to hold the same, and the profits thereof, in trust for her own separate use during the coverture, free from the control or claim of her husband, or his creditors, and with power to sell and dispose thereof without his concurrence, either by deed or will, and in case of her failure to make such disposition, then in trust for any child or children, she might thereafter have, their heirs, executors, administrators, or assigns. But in case she should die without leaving a child or children, or descendants of the same, living at the time of her death, then one-half of the estate is conveyed for the use of her said husband and his heirs, and the other half for the use and benefit of her own right heirs. The marriage took place, and Mrs. Stephenson, the grantor in the deed, died two years thereafter, leaving an infant, born of the marriage, who survived her mother only a few days.

The real estate has been sold, under a decree of Baltimore County Court, and the question is, whether the surviving husband is entitled only to a curtesy interest in the real estate included in the settlement, or to the whole thereof, as heir to his child, to the exclusion of the heirs of his wife? And this question depends upon the answer which is to be given to another, and that is, whether the child took by *descent* from the mother, or as a purchaser under the deed of settlement?

The general rule with reference to the contracts of infants, is stated by the Court of Appeals in the case of *Fridge vs. State, Use of Kirk*, 3 G. & J., 115. Some of their contracts, say the Court, are binding, such as contracts for necessaries. Some are void, and others are voidable only, such as contracts that may be for the benefit of infants. But a contract that a Court can see and pronounce to be to the prejudice of the infant is void; and in that case the Court did pronounce a release, executed by a female ward to her guardian immediately upon her attaining the age of sixteen, upon receiving from him a note for the