

*Cond. Ch. Rep.*, 78, the case of *Simson vs. Jones*, and according to the opinion of the Master of the Rolls (*Sir John Leach*), pronounced after full deliberation, the point would appear to be definitely settled against the power. The infant in that case was a ward of the Court, and the settlement, which was a most reasonable one, was held not to be binding upon the infant. It was not even contended there that the infant was competent so to bind her real estate or her personal estate, if the settlement had not been made with the approbation of the Court, and the question was, whether the Court had jurisdiction to give to a female infant the power of disposition of her separate property, during her infancy, by a settlement made in contemplation of marriage. In deciding against the jurisdiction of the Court to confer such power upon an infant, *Sir John Leach* said, "whatever doubts may have been entertained on the subject formerly, I take it to be clear that the real estate of a female infant would not be bound by a settlement made with the approbation of the Court, and it appears to me to follow, that the same principle is applicable to personal estate settled to her separate use." The parties who maintained the validity of the settlement in that case, presented a petition of appeal to the House of Lords, but it was subsequently abandoned, as the lady, it was found, would be of age, and would have the power of confirming the settlement before the appeal could be disposed of.

It appears to me, therefore, that the weight of authority is against these settlements, and I can see no sufficient reason why the rule of law which incapacitates infants from disposing of property should be relaxed in their favor. The contract of a female infant in reference to her dower and thirds, when made upon a sufficient consideration stands, as we have seen, upon a totally different ground, as do those settlements before marriage, which relate to her general personal estate, which upon the marriage would by operation of law devolve upon the husband.

But though I think the settlement in this case was not absolutely binding upon the wife, so far as the real estate is con-