

## INFANCY, INFANTS.

1. 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 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. *Levering vs. Levering*, 315.
2. 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. *Ib.*
3. 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. *Ib.*
4. 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. *Ib.*
5. 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. *Ib.*
6. 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. *Ib.*

## INJUNCTION.

1. An injunction to restrain proceedings at law for the collection of money due upon notes of hand, given to the vendors for the purchase-money of land, cannot issue without an injunction bond ; and where the bill asks for such injunction upon the ground of credits claimed, the amount of such credits should appear, and the balance brought into Court, to be paid to the vendors. *Keynolds vs. Howard*, 321.
2. Where such a bill was filed against two only of the five vendors, and the only ground of complaint is the refusal to allow such credits, it cannot be regarded as a bill for the specific performance of the contract of purchase, and the want of necessary parties would forbid the granting of such relief, even if the evidence showed the complainants entitled to it. *Ib.*
3. An injunction will not be granted to restrain a mere trespass, where the injury is not irreparable and destructive to the plaintiff's estate, but is susceptible of perfect pecuniary compensation, in the ordinary course of law. *Herr vs. Bierbower*, 456.
4. But if the trespass goes to the destruction of the inheritance, or the mischief be not susceptible of perfect and adequate pecuniary compensation