

their judgment.(w) Upon which a peculiar efficacy is ascribed to the agreement, so that it is not open to objections which would be fatal to an agreement of a married woman, authenticated in any other way: for there is no other form in which a court of common law can, with the consent of a *feme covert*, give validity to her agreement concerning her estate; and there are few cases in which even a court of equity can, with her consent, enable her to dispose of her property, real or personal.(x) This solemn and embarrassing mode, by which alone married women are enabled to dispose of their rights and interests in real estate may have been, and may yet be well suited to the circumstances and state of society in England; but it is obviously unsuited to the state of things in our country, and much more so formerly, when land titles were so frequently and informally transferred from one to another as to have been, for some time, among the most current instruments of traffic among the colonists;(y) than now when real estates have become better settled and more permanently held.

In Pennsylvania, and many of the other colonies, it had become usual for married women to dispose of their lands or to relinquish their right of dower by a common deed, or instrument of writing executed and authenticated as if they had been sole; which conveyances were afterwards confirmed, and the custom of making such deeds, with their consent, taken on a private examination, was adopted by legislative enactments.(z) In Virginia, where the mode of conveyance by fine was never in use, following, as it would seem, a local custom of Wales, or of London,(a) it had become usual for married women, in order to effect a valid conveyance of their lands, or relinquishment of their dower, to make an acknowledgment of the deed in a private examination before the general or county court,(b) which mode of conveyance was afterwards confirmed and adopted by the colonial legislature.(c)

In Maryland, although it is said, that lands were sometimes conveyed by fine passed in the provincial or county court,(d) or by common recovery;(e) yet it would seem, that there had been many instances of conveyances made, in the form of mere common contracts, with intention to bind the interests of married women as if

(w) 2 Inst. 515.—(x) *Richards v. Chambers*, 10 Ves. 580; *Ritchie v. Broadbent*, 2 Jac. & Walk. 456.—(y) *Land H. A. 77*.—(z) *Davey v. Turner*, 1 Dal. 11; *Lloyd v. Taylor*, 1 Dal. 17; *Watson v. Bailey*, 1 Binn. 470; *Jackson v. Gilchrist*, 15 John. 89. (a) *Dyer*, 363, b. *Crui. Dig. tit. Dower*, c. 4, s. 15.—(b) 1 *Virg. Stat.* 145, note. (c) 2 *Virg. Stat.* 317.—(d) *Hammond's Lessee v. Brice*, 1 H. & McH. 323.—(e) 1766, ch. 21.