

when confirmed by his acts after the disability is removed; and in the case of *Milner vs. Lord Harewood*, 18 Ves., 259, the sanction of Lord Eldon is given, in the most unqualified terms, to the doctrine upon this subject as stated in *Durnford vs. Lane*: it being, in the former case, held, that a female infant was not bound by any agreement to settle her real estate, if she did not choose to ratify it; and that nothing but her own act, after the period of majority, could make it binding upon her. The opinion of the Master of the Rolls, in *Simpson vs. Jones*, 13 Cond. Ch. Rep., 78, is in accordance with the previous cases in reference to the capacity of the infant to confirm the settlement, after attaining the required age. In pronouncing against a settlement in that case, he said that a good title could not be made under it, "unless by the confirmation of the wife, after she attains the age of twenty-one."

I take it, therefore, to be quite clear, that though a female infant has not the capacity to bind her own real estate by a marriage settlement, that, nevertheless, she may or may not give it validity by her acts, or by express confirmation when the disability ceases to exist; and that, therefore, such settlements cannot be regarded as purely and absolutely void.

Supposing this to be the true doctrine, it would seem to follow, necessarily, that the settlement of the 11th of February, 1835, so far as the real estate of Mrs. Stephenson is concerned, cannot be allowed to stand—it having been executed by her during her minority, and she having died before attaining her full age, or having done or being capable of doing any act to give it validity. But conceding the settlement to be voidable merely, and to require some act of dissent or disaffirmance to destroy its efficacy, it is material to inquire whether these exceptants are in a condition to entitle them to avoid it; they being the brothers and sisters, and the children of the sisters of the whole blood of Mrs. Stephenson.

It is very certain that Mrs. Stephenson, who died under coverture, and a minor, was not herself in a situation requiring or enabling her to avoid the settlement; and her infant child, who died but a few weeks after its birth, was equally incapable