

subject of the controversy, are the property of the complainant as administrator of Mary Crane.

These securities consist of certain sealed notes which were given to and held by Mary Crane, then Mary Gough, prior to her intermarriage with George Crane, the testator of the defendants; and though by the marriage they devolved upon him *jure mariti*, and he might have reduced them to possession during their joint lives or after her death, he surviving her, and thus made them his property, yet, having failed to do so, or to recover judgment upon them, or to alter the security, they, according to our Act of Assembly, upon his death, devolved upon her representative. Act of 1798, ch. 101, sub. ch. 5, sec. 8. The Act of Assembly of this State changing in this respect the rule founded upon the English statute of distributions, which gives to the representatives of the husband who survived his wife, her *choses in action* not reduced to possession to the exclusion of the representatives of the wife. 2 *Kent's Com.*, 136. If, to be sure, the husband in his lifetime had reduced these *choses in action* to possession, or had obtained judgment upon them at law, or in equity, either in his own favor or in favor of himself and his wife, and he had survived her, his representatives, he subsequently dying, would have been entitled; but as he did neither, and the securities remained unchanged, and as they were originally her property, her representatives are entitled to them. *Leadenham vs. Nicholson*, 1 *H. & G.*, 267.

All this is quite plain and undisputed, but the answer in this case takes the ground, and counsel have urged in argument that the *ante-nuptial* contract, which it is insisted was made between Mr. and Mrs. Crane, has entirely changed the relative rights of the parties. And that in virtue of that agreement, these securities, it is said, now belong to, and should be recovered and enjoyed by the representatives of the husband.

The answer, after admitting the facts stated in the bill, alleges, "that prior to the marriage between the parties, the said bonds were in consideration of the marriage which was about to be solemnized between them, and which did take place on the 3d of September, 1846, given by the said Mary Gough