

opinion delivered, say, "some contracts made by infants are binding, such as contracts for necessities; some are void, and others voidable, only such as contracts that may be for the benefit of the infant. But a contract that a court can see and pronounce to be to the prejudice of the infant is void." And the instrument in that case, the release spoken of, was adjudged to be absolutely void.

Now, it seems to me to be most obvious that the deed in this case is as evidently prejudicial to the infant as the release in the case decided by the Court of Appeals. This is the case of an infant *feme covert*, joining in a mortgage of her reversionary interests in real and personal estates, to secure debts due from her husband, or rather from a commercial firm, of which her husband was a partner, without any consideration whatever moving to her. It is a contract from which she cannot possibly derive a benefit, and which the court cannot fail to see and pronounce to be to her prejudice. It must, therefore, be regarded as merely void and incapable of confirmation, the rule being that contracts void at law are void in equity, and are, therefore, considered by the latter courts as well as the former, incapable of being made good by any subsequent acts of the parties. *Newland on Contracts*, 496; *Blessing vs. House*, 3 *G. & J.*, 290. My opinion, therefore, is, that assuming Mrs. Cronise to have been a minor at the time she executed the mortgage, as upon this motion it must be assumed, it is upon the principle in the case in 3 *G. & J.*, void as to her, and incapable of confirmation, and therefore, so far as her rights are concerned, the injunction must stand.

With respect to William H. V. Cronise and Elizabeth B. Abbott, the case stands upon different grounds. They were competent to contract, and there is no averment or pretence that any fraud or imposition was practiced upon them or either of them. And moreover, they are not now here complaining of the decree passed by this court in July, 1848. If, therefore, there is in that decree anything of which they have a right to complain, relief cannot be afforded them upon this bill. Whether they or either of them have such estates in the prop-