of the annuitants, but as these legacies are payable to the same persons, and it is obvious the estate is totally inadequate to pay the annuities and the legacies referred to likewise, this difficulty might, perhaps, be overcome, particularly with regard to the five hundred dollar legacies, which in case of deficiency are directed to be abated ratably.

But the objection first stated, appears to me, to be insuperable. It certainly could not have been the intention of the testatrix that these annuities should be paid out of the principal of her estate. The character of the bequest itself implies the contrary. It is of annuities to be paid for periods indefinite in their duration, and to persons in *esse*, and hereafter to come into existence. They are all equally the objects of the bounty of the testatrix, and to apply the principal of the estate to the payment of some of them whilst others would go unpaid altogether, would, in my judgment, be unjust, and in opposition to her plainly expressed intention.

The third exception of the trustee, T. Parkin Scott, Esq., which objects to this application, must be sustained.

T. P. SCOTT, for Exceptants.
G. L. DULANY, for Petitioners.

EDWIN S. TARR AND WM. H. BLASS
vs.
JOHN H. WILLIAMS
AND ANTOINETTE, HIS WIFE.
} DECEMBER TERM, 1853.

[CONTRACT OF FEME COVERT HAVING SEPARATE ESTATE.]

A MARRIED woman has no power over her separate estate but what is specially given, and to be exercised only in the mode prescribed, if the mode be prescribed.

[The marriage settlement referred to in the opinion of the Chancellor in this case, after reciting the intended marriage