Complainant when Rachel Bond and before she intermarried with the said Paul Maurer because no matter what her pecuniary Condition then was, neither her dower or her right thereto depend upon her then Condition. 2d And to the testimony of Mrs Achsah Severn as to the subsequent Condition of the Complainant after her intermarriage with the said Paul Maurer because her right to dower was vesting vested under the Marriage Contract referred to and set in the proceedings in said Cause. 3d And for the further reason that the testimony as to her pecuniary Condition both before and after her intermarriage with the said Maurer is irrelevant and not pertinent to the issue in said cause upon the same ground and for the 4th reasons to the testimony of Margaret Eggleston, upon the same ground and for the 4th reasons to the testimony of Peregrine Tarsuch upon the same ground and to the testimony of William Waters upon the same ground 5th to the testimony of John Thomas Young upon the same ground 5th to the testimony of Jane E Burns upon the same ground 5th to the testimony of Harriet W Hunt upon the same grounds to the testimony of Ruth Kemp, upon the same ground 5th to the testimony of Alfred Bond upon the same ground as to testimony of Alex Bond upon the same ground 5th as to the testimony of Achsah Severn a Witness recalled and examined in Chief by Objection for Complainants upon the same ground as to the testimony of John Thomas Young a Witness recalled 5th by Counsel for Complainant.

Charles H Pitts
Paul Strauss Solrs for defts.

And afterwards to Wit on the 7th day of June in the year aforesaid the Complainant aforesaid by her Solicitors aforesaid filed in said cause Further Exceptions to Evidence to Wit Maurer vs Hall et als In the Circuit Court of Baltimore City The Complainant further excepts to the admissibility of the deposition of Basil Hood for this reason That it was not competent to prove the Consideration of the paper alleged to be a Marriage Settlement by Paul The Complainant excepts to the admissibility of the Evidence given by W H Burgess Because the proof of service of Notice to which he refers must be a matter of Record under the act of Assembly in such case provided

J Yates Walsh for Compltd

And afterwards to Wit on the 22 day of September in the year aforesaid the Court here passed in said Cause the following Order for hearing in Term following to Wit.

Maurer versus Hall et al

In the Circuit Court for Baltimore City
September Term 1864

Ordered by the Court this 22d day of September 1864 upon Motion of the Complainants Solicitor that the above Cause be set down for hearing on the 6th day of October 1864 provided a Copy of this Order be served on the defendants Family or its Solicitor on or before the 24th of Sept 1864.

Wm Alexander

Thereupon Service is thus Endorsed to wit Service accepted this 22d day of September 1864.

Walsh & Israel Solrs for D Hall &c

Thereupon afterwards to Wit on the 3d day of December in the year aforesaid the Court here filed in said Cause the following Opinion in writing to Wit.

Rachel Maurer vs David W Hall and others.

In the Circuit Court of Baltimore City

Complainant is the Widow of Paul Maurer with whom she intermarried in the year 1812 in the year 1833 he died intestate as to his real Estate The defendants Heirs at Law of Paul Maurer plead in bar of the dower claim a paper dated the 10th of May 1832 and recorded the 14th of May 1833 purporting to be a Marriage Settlement entered into between the said Paul Bond and the Complainant Rachel Bond in Contemplation of and previous to their said Marriage By 1 Rev Code Art 16 Sec 30 which is a re-enactment of the act of 1840 Ch 95 and therefore the Law of this State previous to said Marriage Contract it is provided " The several Courts of Equity shall have full Concurrent Jurisdiction with the Courts of law in all claims for dower and shall have power to try all questions of law which may arise in such cases and grant as full relief as in any case as the Complainant should have obtained heretofore in either a Court of Equity or a Court of law, or in both Courts such is the plain literal and comprehensive language of the law making power in conferring Jurisdiction upon this Court in the trial of the cause now before us. The intent of the legislature cannot be mistaken, All defects in the proceedings have been cured by agreement, Is the antenuptial Contract relied upon by the defendants valid to bar Complainants Claim for dower is the issue now to be tried, I am of opinion that it does not Certainly not at law, doubtful in Equity and meeting and harmonizing the two Jurisdictions the power to grant relief is ample Marriage placed the Woman on an equality with the husband and endows her of all the real Estate of which he may be seized at any time during Coverture and of which any issue she might have had might by possibility have been born Her Claim for dower is a fixed and positive right and one which the law for centuries has regarded with peculiar favor, and protects with more than Ordinary Care. Bacon in his Law tracts 331 tells us that the law of favor the three things "liberty dower" and this saying had in his time become the Common Law rule of the law. Her claim may be barred by any one of several ways, Had set up by the defendants in this cause is Jointure, An adult feme sole may in Contemplation of Marriage consent to accept a provision in lieu of her claim for dower and it is not material how large or small the possession may be or how much below or nearly equal to the portion she of right might have received in the absence of such provision from her deceased husbands Estate the effect of her acceptance is the same, But before such acceptance shall operate as a bar to her claim for dower the law, out of the abundance of its benevolent and tender regard for the interest and welfare of the weaker party to the Contract and her infant issue, insists peremptorily upon several essential requisites to the due Strictly a Jointure is a joint Estate limited to both husband and Wife but it may extend to a Sole Estate limited to the Wife only To Constitute a valid legal Jointure it is required to be made before marriage to take effect in possession or profit presently upon the death of the husband limited for the term of the Wife's own life at least, or for some greater Estate, in satisfaction of her whole dower and so understanding by her and so expressed in the deed to be in satisfaction of her dower To Constitute a valid Equitable Jointure there must be an express agreement on the part of the adult feme sole to accept the provision made in lieu of dower, She may if she chooses take a mere chance in satisfaction of dower, The difference between this Equitable and a legal dower is that the latter is a provision made for the Wife the former proceeds upon the idea of a Contract on the part of the Wife to accept a certain provision in lieu