as respects the real property, in equity. I am most clearly of opinion, that it cannot. I am aware, that the express object of that part of the instrument, which I am now considering, was to give the testatrix the power of devising her real estate, during coverture: But I am perfectly clear also, that the means are not adapted to the attainment of that object. An authority to devise, or to do any other act, necessarily presupposes, in general, that the party creating the authority, had himself the power, or right, to do the act intended. But Mr. B never had any power or right to devise the real property of his wife. An authority from a stranger would have been precisely as effectual, as one from him. Still less was it in his power, to confer upon his wife, during coverture, any legal capacity, which the law denies to a feme covert. Whatever legal capacity any individual may possess, must be derived from the law itself, & from that only. — But the point requires no argument from general principles. It is settled by authority, that a covenant, or agreement, by a man, in contemplation of marriage, that his intended wife shall have power, during coverture, to dispose of her real estate, in any way, is void, as well in equity, as at Law. (2 Vs. 191. Prov. Dec. 106.)

There are two modes, & two only, in which a woman may reserve to herself an authority, to be exercised over her real estate, during coverture: