

any more or not, and if he did not return he wanted his mother and brother's family to have them." This conversation occurred in August or September, 1849, shortly after which Levin Dunnock must have left home, and the negroes then and ever since have been in the possession of the grantee in the conveyance.

The question then in this view of the case is, whether there is evidence in opposition to the plain terms of the deed to show such a reservation of right in the husband as would prevent its taking effect against the claim of the wife in case she survived him. It is not enough to show that the conveyance, assuming it to be without a valuable consideration, was made to defeat the claim of the wife; that the law allows the husband to do by gift, so far as his personal estate is concerned, provided there be no right reserved to himself, and it is not a mere fiction, by which, not divesting himself of the dominion over his property during his life, he attempts after his death to deprive her of her distributive share thereof. Taking the whole of this transaction together, as explained by this witness, I am unable to see that kind of reservation of right in the husband of the complainant which would defeat his unquestionable right to give away his personal property, to the prejudice of her claim to a distributive share after his death.

The bill of sale was absolute upon its face, the alienation was accompanied with the delivery of the possession, and no act was omitted by the husband to give full and complete effect to the transaction during his life. The off-set spoken of by the witness, supposing his evidence of its contents to be admissible, did not bind Samuel Dunnock to return the negroes to Levin when he should call for them, but to return them or forfeit \$1200. And it is certainly reasonable to infer, from the declarations of Levin, deposed to by the same witness, that it was at least quite probable that he never would return again, or demand a redelivery of the negroes. The grantor then did not retain his dominion of the negroes, because the paper which he had taken from the grantee (assuming its contents are properly proved), did not bind the latter to return them, but to do so or pay \$1200. And, moreover, the grantor made