DIVORCE.—*Continued.*

husband. The parties afterwards became reconciled, and lived together. The property upon which the parties lived was settled upon the wife and her children, by the will of her father, in such manner that the husband could not deprive the wife entirely of the beneficial enjoyment of it. The parties were married in 1824, and had raised a large family; and there was no proof of cruel treatment since 1847. HELD—

That, under these circumstances, it would not be proper to decree a separation. *Ib.*

6. The marriage relation is not to be dissolved upon slight grounds; and parties will not be released from the duties and responsibilities it imposes, merely because there may be some want of congeniality in their tempers and dispositions. Public policy and morality alike condemn partial dissolutions of the matrimonial union. *Ib.*

See ALIMONY.

DONATIO MORTIS CAUSA, AND INTER VIVOS.

1. It is essential to the validity of both a *donatio inter vivos*, and a *donatio mortis causa*, that there should be a *delivery* according to the manner in which the particular thing, the subject of the gift, is susceptible of being delivered; but this delivery need not be proved by witnesses who actually saw it done, but it may be inferred from facts and circumstances. *Hitch* vs. *Davis*, 266.
2. The donor must part with the legal power and dominion over the subject of the gift: if he retains the dominion, and if there remains to him a *locus penitentiæ*, there cannot be a perfect and legal donation, and that which is not a good and valid gift at law, cannot be made good in equity. *Ib.*
3. A promissory note, payable to the order of the testator, which was never endorsed by him, but which he retained during his life, and after his death was found in possession of his executor, was claimed by his daughter, as a gift, upon the ground that he had given it to her, but had retained it in his possession as her agent, to collect the interest thereon for her, which he regularly paid over to her during his life. HELD—

That whatever may have been the *intention* of the testator, he had not *executed* it in the mode recognised by law to the perfection of a parol gift, not having parted with his legal power and dominion of the subject of the gift, which is therefore void in law, and equity will not make it good. *Ib.*

DOWER.

1. A husband purchased land, in 1832, during coverture, and took a bond of conveyance from the vendor, and the purchase-money having been paid, the legal title was conveyed to him in 1843. In 1839, he sold and executed a bond of conveyance conditioned to convey, free of incumbrance, on payment of the purchase-money. He died in 1848, never having executed a conveyance, the purchaser not having paid the purchase-money. HELD—

That his widow was entitled to dower in this land. *Bowie* vs. *Berry*, 359.

2. Where a husband holding an equitable title parts with it, or it is sold by his creditors during his lifetime, the wife is not entitled to dower, but there is no case which decides that a mere executory contract will have this effect. *Ib.*