

AGREEMENTS, CONSTRUCTION OF, &c.—*Continued.*

- ing 181 acres, more or less, and put the latter in possession of the whole. This deed contained no covenants. **HELD—**  
That the stipulation on the part of the vendor was fully discharged by putting the vendee in possession of the land, and the latter could not claim an abatement of the purchase money for a part of this land, of which he, *subsequently*, permitted himself to be dispossessed. *Smith vs. Chaney*, 246.
2. The deed being subsequent in date to the contract for an allowance in case of deficiency, must be considered as taking the place of all previous agreements on the subject, and as containing the full and entire contract of the parties. *Ib.*
  3. A vendor selling in good faith is not responsible for the goodness of his title beyond the extent of the covenants in his deed. *Ib.*, and *Harris vs. Morris*, 529.
  4. Agreements transferring the right to administer upon an estate to a third party, in consideration of receiving from such party the commissions, are against the policy of the law. *Brown vs. Stewart*, 368.
  5. But an agreement between two parties, both equally entitled, that a joint administration shall be taken out, and that as the principal labor and responsibility was to be borne by one, the other would be content with such portions of the commissions as his associate should think he deserved, is valid. *Ib.*
  6. Where there are two executors, both are equally entitled to commissions, and, in the absence of any express agreement, neither can deprive the other of his share, upon the ground that the party claiming the whole has performed the entire labor of settling up the estate, but by an agreement, *inter sese*, they may provide for an unequal division of the commissions, or that one shall have the whole. *Ib.*

## ALIMONY.

1. Where a separation was commenced and is continued by the act of the husband against the will of the wife, and he refuses or neglects to make provision for her support, the Court of Chancery in this state, has the power, and will decree her alimony, though there has been no divorce decreed and though the case made by the bill and proof would not, according to the ecclesiastical courts in England, entitle her to a divorce *a mensa et thoro*. *Jamison vs. Jamison*.
2. In England, alimony is granted only as a consequence or an incident, to a sentence of divorce, *a mensa et thoro*, and no such allowance will be made by the Chancery Court there until such decree of divorce has been passed. *Ib.*
3. Though in this state the Court of Chancery had no power to decree a divorce prior to the act of 1841, ch. 262, yet it had from a period prior to the revolution, full and complete jurisdiction in cases of alimony, and could, upon a proper case, decree the wife a separate maintenance out of the estate of the husband. *Ib.*
4. In England, on an application for a divorce on account of cruelty, it is necessary to show that actual violence has been committed, attended with danger, or a reasonable apprehension of such violence. *Ib.*