

ALIMONY—*Continued.*

5. The act of 1777, ch. 12, sec. 14, conferring jurisdiction upon the Chancellor in cases for alimony, gives full and complete jurisdiction over the subject, and does not restrict the court in making such allowance to the circumstances and causes which would entitle the party to a divorce according to the ecclesiastical laws of England. *Ib.*
6. There is no tribunal in this state competent to entertain a suit for the restoration of conjugal rights. *Ib.*
7. Prior to the act of 1841, ch. 262, the legislature had the exclusive power of granting divorces, and they exercised it as a regular exertion of legislative power. *Ib.*
8. There must be some method by which the husband may be compelled to maintain his wife, and when restitution of conjugal rights cannot be decreed, alimony must. *Ib.*
9. The amount of the allowance is to be determined by the value of the estate of the husband, and if the proof is not sufficiently clear to enable the Chancellor to determine such value satisfactorily, the question will be referred to the Auditor. *Ib.*

## ANNUITY.

*See* WILL AND TESTAMENT, 1, 15.

## ANSWER.

*See* INSOLVENT DEBTOR, 2.  
PRACTICE IN CHANCERY, 42.

## ANTEDATING OF NOTES.

*See* EVIDENCE, 4.

## ANTENUPTIAL SETTLEMENT.

1. To establish, in opposition to the plea of the statute of frauds, an antenuptial agreement between the parents of the parties about to be married, that one was to furnish land, and the other personal property, to start the married couple in life, the proof must be clear and positive of a contract certain and concluded. *Stoddert vs. Bowie*, 475.
2. Where acts of part performance are relied on to establish such an agreement, they should be such as in themselves, not only show that there has been an agreement, but also throw light upon the nature of that agreement; if the acts performed are equivocal acts, they will afford no proof of an agreement. *Ib.*

## APPEAL.

1. After an appeal is taken and an appeal bond executed and approved, no step in the cause can be taken which by any *possible contingency* can prejudice the appellant. *Ohio Life Ins. and Trust Co. vs. Winn & Ross*, 253.
2. An order distributing a fund among a certain class of creditors and excluding others, was appealed from by one of the parties whose claim had been admitted to a dividend, but those excluded did not appeal.

## HELD—

That after such appeal taken and bond given, the court cannot order the dividend allowed to one of the creditors not appealing to be paid to him. *Ib.*