

THE MARRIAGE LAWS.

band or wife, the survivor resumes possession of his or her own property.

In Saxony, the general rule, where there is no contract, is that the husband has the usufruct and administration over the fortune which the wife possesses at the conclusion of the marriage, or acquires during marriage. He is responsible for fraud or negligence. There are provisions respecting the *dot*, which is the aggregate of what is given or promised by parents or third parties, as the portion to be applied on behalf of the wife to the common support of the family. There is an obligation on the part of the parents to furnish to the future wife a portion conformable to their fortune, and to the position of the husband. The obligation to furnish a *dot*, however, does not exist if the daughter has a sufficient fortune of her own, or if she marries without consent. With respect to what the wife acquires for services, which have no reference to the affairs of the family or to her husband's position, she has the property of it, but the husband has the administration and use. If the wife has given such acquets to the husband to be employed for the purposes of the family, or has herself employed them in that way, she cannot, after the dissolution of the marriage, reclaim them. In order to be valid against a third party, the usufructuary title of the husband need not be registered. If the property of the wife is delivered to the husband with a statement of its value, he is responsible for it, and must replace it according to the indicted value. Neither of the parties is obliged to fulfil, out of his own property, the engagements of the other. All the engagements of the wife, validly contracted before or during marriage, must be discharged out of her own fortune, though it is only in certain cases that her reserved fortune is liable for those contracted during marriage. In case, by a bad administration, the husband puts in danger the fortune contributed by the wife for the common support, she may ask that the administration be given to her; and, in case of bankruptcy, the wife may reclaim her fortune according to the inventory. The right of the husband to the administration and use of the fortune, which the wife brings to the common support of the family, expires with the dissolution of the marriage. The husband is required, immediately after the dissolution of the marriage, to restore according to the regulations regarding the usufruct, the fortune which the wife had brought to the marriage. Contracts, by which the consequences resulting from marriage are determined or changed, may be made before or during marriage. If the wife has reserved with the consent of the husband the free disposition of her fortune or of a part of it, or if a third party, who has given a fortune to the wife, has decided that the wife shall have the free disposition of it, the wife may, in the absence of any other clause, dispose, without the co-operation of the husband, of the property

thus reserved, administer it, and use it in any way for her own purposes. If the husband and wife agree to admit the general community of the goods, all the fortune which they both possessed at the conclusion of the marriage, or which has been acquired since, becomes, if no other stipulation exists, common, without any other form, from the time of the conclusion of the contract; and if the contract was concluded before the marriage, from the time of the marriage. The mere acceptance of the community of property confers a right to the inscription in the registers of landed estate or of mortgages of the things and rights, the acquisition of which ordinarily requires such an inscription.

The Austrian Code of 1811 is one of the best systems of jurisprudence in Europe. It applied, till the recent legislative separation of Hungary from the Cis Leithan provinces, to the whole empire. The regulations as to the obligations of the parents to furnish a *dot* are similar to those of the Saxon Code. The dower or nuptial gift is what the husband or a third party gives to a bride as a supplement to the *dot*. She has not the enjoyment of it during marriage, and only acquires the property in case she survives her husband. No dowry in the nature of a wife's *dot* is due to the wife, but as the future wife has a right to a *dot* upon the fortune of her parents, so the parents of the future husband ought to provide him an establishment proportionate to their fortune. The *morgengabe* is the present which the future husband promises to give to his wife the morrow of the marriage. When it has been stipulated, it is presumed in case of doubt that it has been given within the three first years of the marriage. The marriage does not of itself establish a community of goods between the husband and wife. It should be stipulated by contract; the form and extent are determined by the Code. In default of express stipulation, each of the married parties preserves his rights of property and of the increase of the acquets during marriage. There is no community between the parties. The husband is presumed to be the administrator of the property of the wife, if she makes no objection. The husband is in this respect considered as the responsible mandatory of the fund or capital only; but he is not required to render an account of the income received during marriage. Unless there are stipulations to the contrary, his accounts are considered to be liquidated to the day when his administration ceases. The administration of the wife's fortune may, in case of danger for the *dot*, be taken from the husband, even although it had been granted to him by express contract. The widow is entitled to a dower from the time of the death of the husband, which should be paid to her quarterly, in advance. The widow who marries again loses her dower. The validity or nullity of gifts between the husband and wife are regulated by the general rules relating to