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THE DAILY BEE.

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THE DOTAL SYSTEM.

Having exposed in a brief and imperfect manner some of the evils which flow from the system of legal community which our laws establishes between spouses, we will ask the attention of the reader to that other branch of marital jurisprudence which we have placed at the head of this article. No rational mind can object to the establishment of a separate property in favor of the wife, and the preservation to it from the absolute dominion of the husband. He should not possess the unlimited power of alienation or be authorized to encumber it with hypothecations and privileges, without the express consent of the wife, or the license of a judge after a full investigation of the circumstances attending each individual case.

When the wife is the proprietor of property before marriage, or has donations of property made to her at the time of her marriage, it is consistent both with reason and equity, that she should hold that property free from the debts of her husband, and placed beyond all the vicissitudes of fortune—such as bankruptcy and insolvency. Her dotal property should never be liable for the responsibilities of her husband, or be put in jeopardy by his mismanagement or misconduct. We think that a majority of reasonable men will not withold their assent to this proposition; but it is quite a difficult thing to permit the wife so to exercise her rights rights, as to commit a fraud upon the honest and honest man, who has contracted with in the good faith of the wife. This fraud is not at law allowed the wife to perpetrate, but there is no way of preventing it, except by the integrity of the two spouses. Let us examine the operation of this obnoxious principle, which has been of frequent occurrence.

A man engaged in a large business, who has a standing of considerable sums of money, or quantities of property, is about to contract an alliance with a woman without fortune, but for some reason or other—the advice of her parents or herself, or the evil intentions of the husband—a dowry is necessary. Of course, the wife and her friends, all scruples, however strong, yield to its potent magic. The act of marriage is ordered to be drawn up by a notary, and he is instructed by the husband to insert in it a clause, that the wife brings into marriage twenty thousand dollars, or property of the greatest value, as dowry. This notarial document states that false declaration is subscribed by all the high contracting parties, and the notary and witnesses, and it is admitted to registration on the books of the notary. Notaries generally take the acknowledgement of the parties as truth, and only in exceptional cases require the actual payment of the money before them or examine the titles of the other property which they dotalize. When the act is signed, the wife has, by the operation of the law, without registration of the act, a tacit, that is a secret, and a mortgage on all the property of her husband then existing, and all future property, which she may acquire, or restoration of the dowry, counting from the day when the marriage was celebrated. The effect of the law is to make the tacit mortgage of the wife override and subdue all liens and claims which may have occurred posterior to the celebration of the marriage. If real estate has been purchased by him pending the marriage and paid for by him, the wife takes precedence over his ordinary creditors, although they gave credit to him on the faith and strength of the property he ostensibly owned. The same would happen in reference to personal property. In the case propounded, it is true that the manner have prevented the law and by fraud and perjury have successful. But, be that must be the system that enables an office, evaded and perverted? It is a question that always was brought it in case are for exaggerated and overestimate. The wife leads a life of idleness, and the extravagance with the husband. Her dotal property is enormous but his business is ruined, and he is not to save his property, and is not it beyond the reach of creditors, to inform his wife of the state of his embarrassments, and his affairs are in great disorder, and she must resign her dotal property which is impoverished. A man, who knows the suff n a default to be entered in a notary's office, and says that he will pass in the same form, he does, and the execution follows, the husband's property is seized and the wife buys it in for half its just estimation of her judgment, for a man who knows the fraud against a woman and her property is her possession.

A remedy is to be devised for the extirpation of this great evil, and the recurrence of the prices in abeyance of the dotal system should be the aim of the legislature. An remedy its defects, guard against wrong, and disarm it of all noxious influence. Mariage contracts, when they are made, should be required to contain an express stipulation in relation to property, actual or future, and the required to contain an express stipulation in relation to property, actual or future, and the required to contain an express stipulation in relation to property, actual or future, and the