who was president of the company, gave the respondent's attorneys the letter of guarantee quoted above. Being sued personally on the undertaking, he pleaded specially that he only signed as president, that the letter was to be countersigned by the secretary, and that he did not intend to bind himself personally.

RAMSAY, J. Two questions arise: 1st.—Did Kerr act as director? 2nd—Is the undertaking binding without the signature of the secretary? The words of the letter seem to imply that the appellant was only "acting as president," but the whole tenor of the instrument shows that if appellant was acting at all it was personally. There can be no doubt that it was intended as a guarantee. Now, if the president was only signing for the company, it was no guarantee at all. The words of the instrument therefore qualify the words "acting as." See *Healey & Story*, 3 Ex. 3, 18 L. J. (Ex) 8. As to the second question, the appellant delivered the note without the secretary's signature. He thereby abandoned the secretary's signature, and made himself liable for the whole. On both points, therefore, the majority of the Court is against the appellant, and the judgment of the Court of Review, by which he was condemned, must be confirmed.

CROSS, J., dissented.

Judgment confirmed.

J. L. Morris, for Appellant.

Ritchie & Borlase, for Respondents.

HUDON et ux. (defts. below), Appellants, and MARCEAU (plff. below), Respondent.

Husband and Wife—Liability for Necessaries.

Held, that a wife separated as to property is not liable for the value of necessaries supplied to the family, where credit is given to the husband and the goods are charged to him in the books of the creditor.

The respondent sued the appellants for an account of $107 for goods sold to them. The appellants, husband and wife separated as to property, pleaded separately, that the price of the goods was to be taken in deduction of what the respondent owed Ephrem Hudon, fils & Co., and Ephrem Hudon, fils. The Court below condemned both the defendants to pay.

DORION, C. J., said the question was as to the responsibility of the wife. The rule in these cases was very simple. A woman *séparée* may buy goods and make herself liable. But if the trader sells to the husband and gives credit to him, the wife is not responsible. The question is, to whom was the credit given? To the husband, or to the wife, or to both? Here the credit was not given to the wife. The goods were charged to F. Hudon, the husband, and the account was sold by the assignee as a debt due by F. Hudon. The credit was certainly given to him alone. In the case of *Larose* v. *Michaud*, 21 L. C. Jurist, 167, the principle was established that where goods are charged to the husband in the grocer's books, and credit appears to have been given to him, the wife separated as to property is not liable, though the goods are necessaries consumed by the family. The test to be applied to these cases is, to whom was the credit given? The judgment must be reversed, and the action dismissed as to the wife.

Judgment reversed.

Duhamel, Pagnuelo & Rainville, for the Appellants.

Lareau & Lebeuf, for the Respondents.

MULLIN et al. (defts. below), Appellants; and MICHON et al. (plffs. below), Respondents.

Substitution — Investment of Proceeds of Real Estate—Family Council.

Real estate of a substitution was sold, and the purchase money was allowed to remain in the hands of M., the purchaser, until another investment should be found. Subsequently, a mode of investing the purchase money was duly authorized by a family council. *Held*, that M. could not refuse to pay over the money on the ground that the proposed investment was not in strict accordance with the terms of the deed creating the substitution.

MONK, J. Dame Henriette de Chantal some years ago made a donation of real estate to her two children. A substitution was created in favor of the children of the donees. One of the conditions of the deed was that the institutes should have the right to sell the property, provided a proper investment was made of the proceeds on the security of real estate. The institute sold a portion of the property to the appellant, Mullin, and it was agreed that the purchase money should remain in his hands, at interest, until the death of the vendors, or until either of them should find a better investment of his or her share. Some time afterwards, the