for him, to become responsible for his obligations otherwise than as *commune en biens*, but it forbids nothing more. She may make any deeds which do not involve any responsibility or obligation on her part. Thus, she may pay for her husband, for that is not obliging herself for him. So, too, a married woman may renounce her legal hypothec on the property of her husband in favor of a creditor of the latter, for that is not binding herself.

In the present case, the deed of obligation contains two things, the wife's obligation conjointly with her husband, and her renunciation to her hypothecary rights. The obligation to pay binds the wife only as *commune en biens*, and no further. But her renunciation is perfectly legal and valid. The renunciation, however, must be restricted to its express terms. It appears that the wife simply granted a preference in favor of the Society for the sum of $1400 lent to her husband, and if the Society were repaid this sum, the wife's rights would be the same as before. As a matter of fact, the Society had received this sum, having ceded its rights to the Trust & Loan Company which had been collocated by preference. The Building Society had lent other monies to M. Mastha, and taken other hypothecs on his property, but was not entitled to be collocated for these sums before the wife's claim. Therefore, the collocation in favor of Madame Mastha must be maintained, and the contestation rejected.

Bonin & Archambault for Madame Mastha.

Lacoste & Globensky for the Society contesting.

ROBERT et al. v. BERTRAND.

Election Case—Printing Evidence.

In this case, a motion was made on the part of the defendant to revise the taxed bill of costs. The case was one under the Quebec Controverted Elections Act (The Rouville case, ante, p. 198), and the sum of $326 had been taxed against the defendant for printing the evidence on the side of petitioners.

JETTE, J., said that formerly, where the evidence was taken by a stenographer, it was not necessary to have it printed. But on consultation with his colleagues, he found that the following rule of practice had been made last year at Quebec, though it did not appear to have been registered at Montreal :—

Quebec Controverted Elections Act. Amendment of Rule No. 26.

Under and by virtue of the statute of the Province of Quebec, passed the 23rd day of February, 1875, being the Quebec Controverted Elections Act, 1875, it is ordered by the undersigned, being a majority of the Judges of the Superior Court for the Province of Quebec, that the 26th of the general rules for the trial of Controverted Elections made under and by virtue of the said Act, published at Quebec the 19th day of August, 1875, be, and the same is hereby amended by striking out the following words, "but where the parties have been put to the expense of a stenographer, then it shall not be necessary to have the evidence printed."

Under the above rule, as amended, the motion for revision of the bill of costs must be rejected.

Mercier for plaintiffs.

Lacoste & Co. for defendant.

MONTREAL, Sept. 15, 1879.

THE HERITABLE SECURITIES AND MORTGAGE ASSOCIATION v. RACINE.

Procedure—Amendment of Declaration—Hypothecary Action.

The action was brought as a hypothecary action, but the defendant had, in fact, become personally liable for the payment of the debt secured by the *hypothèque* in favor of the plaintiffs. The defendant pleaded the exception resulting from expenditures.

The plaintiffs now moved to be allowed to amend their declaration by taking personal conclusions against the defendant.

RAINVILLE, J., was of opinion that the amendment should be allowed, subject to the payment of costs. The defendant would have leave to plead again, and the costs would be fixed at $10.

John L. Morris for plaintiffs.

L. Forget for defendant