

perhaps half a million dollars ; that by their marriage contract the spouses were separate in property ; and that the husband managed the wife's property.

On the 28th September, 1870, a document endorsed "*procuration générale et spéciale*" was duly executed by both spouses, whereby the wife constituted the husband "*son procureur général et spécial*" to administer for her and in her name all her goods and affairs. Then the document specifies a number of different acts which the attorney may perform, and amongst them the following :—

" *Et pour et au nom de la dite constituante gérer, faire et transiger toutes affaires quelconques avec les banques incorporées ayant leurs bureaux d'affaires en la dite cité de Montréal et ailleurs, tirer, accepter, transporter et endosser toutes lettres de change ou traites ; faire, consentir, délivrer et endosser tous billets promissaires.*"

On the 30th July, 1871, a declaration was executed by the husband, in which he stated the power of attorney, and that he had administered accordingly, and had, in order to watch the better over his wife's interests, at her request taken up in his own name divers "*sommes de deniers*" which nevertheless really belonged to her, and also certain shares in banks (not the appellant bank) which, though apparently his, were really hers. Then he declared that he had nothing of his own, and no means of ever acquiring such large sums for himself ; and that to avoid any difficulty which might arise on his death, everything standing in his name should be deemed to belong to his wife.

On the 20th August, 1873, the husband subscribed for the shares in question, and about the same time he opened an account with the bank in his own name. The account so continued until it was transferred into the name of the wife, apparently on the 1st October, 1875, but the exact day is not material. Both accounts were ordinary current accounts drawn upon by the husband ; and on the credit side were placed from time to time sums advanced by the bank on the security of promissory notes which, or some of which, have been renewed and have never been paid. These notes were endorsed by the husband in his own name and then in the name of the wife by procuration of the husband. Except for the change in the name of the customer, the course of practice on the accounts never varied from beginning to end of the dealings. The shares also were transferred into the name of the wife about the same time as the transfer of the account, viz. on the 11th October, 1875.