

a demand in some cases and not in others. Article, **1164**, for motives of convenience and equity, provides, that when a debt is payable at the debtor's domicile, notice of his readiness to pay is equivalent to a tender, provided he proves that the money or thing due was ready for payment at the proper time and place. Article **1208** puts an end to the absurdity of making the authenticity of a deed depend on the signature of a second notary who, in practice, whatever may have been the law, never was present at the passing of the act, or even knew the contents of the document. When the contracting parties sign the deed, one notary is now sufficient to give it authenticity, and when they do not, the presence and signature of a witness, or of another notary, is required. The article also amends the old law by allowing aliens to be witnesses. Articles **1233**, **1235**, **1236** and **1237**, whenever the admissibility of oral testimony was formerly limited to cases in which the amount in question did not exceed twenty-five dollars, extend that admissibility by changing the amount to fifty dollars. A similar change has been made in other articles, and it was desirable for the sake of uniformity to make the limitation the same in all such cases. Article **1253**, as a consequence of the change introduced by article 1101, already noticed, declares that the effect of the decisory oath submitted by one of joint and several creditors, is limited to the share of such creditor in the debt, and the debtor cannot by that oath free himself from liability towards the other creditor. This article, however, like article 1101 is subject to the special rule applicable to commercial partnerships.

In the title *Of Marriage Covenants, &c.*, article **1265** simplifies the law by abolishing the *don mutuel*, or mutual gift by which, under the old law, consorts might reciprocally, but only to a limited extent, confer upon each other advantages in the event of survivorship. This species of contract had not only fallen into disuse, but the freedom allowed in disposing of property by will had superseded it by affording consorts a more simple and less restricted means of benefiting each other. Article **1269** enacts that community of property between consorts cannot be stipulated to commence at any other time than from the day of the marriage. According to Pothier, it might, under the old law, be stipulated that it would commence at any time after the marriage, though not before. The Code has adopted the rule of the