

act or agreement re-establishing the said community was made and entered into by and between the said appellant and respondent, and that the right of the said respondent, to cause the said judgment of *separation de biens* to be duly executed, could only be barred by a lapse of thirty years, the said judgment could not be invalidated or annulled by the effect of the aforesaid deed of transaction."

A married woman can claim the value of an immoveable property, sold upon the representatives of her husband, such property having been given to her during the community, notwithstanding the clause of *ameublement* in the contract of marriage provided there is a stipulation in the contract of marriage that the wife may renounce the community, and take back whatever she brought to it, and notwithstanding that the contract of marriage executed previously to the coming in force of the registry ordinance was never registered, the claim of the wife in such case, being rather in the nature of a *right of property* than in the nature of a hypothecary right. (1)

The wife who renounces cannot profit by the community, nor can she recover that which she put into it, or that has devolved upon her by succession of moveables, donation, or otherwise; unless the marriage contract contains the clause that in renouncing she will resume, without deduction, all that which she have brought or put into the community; and without this clause, unless she be a minor, she cannot resume the property; (2) for a minor may obtain relief from the omission of such a clause.

The favor in which contracts of marriage are held, permit this stipulation, although it be contrary to the rules of a partnership as the wife may take part in the community if it be profitable, and resume her own, if the partnership have been unprosperous; and this right of *reprise*, resumption, should be stipulated not only in favor of the wife but of her heirs and other representatives if she do not survive her husband; for this right of resumption is founded solely upon the agreement of the parties and being contrary to the common law of this country must be limited to persons in whose favor the stipulation is made, hence

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(1) Labreque vs. Boucher, 1 L. C. R., 47. (2) Com. on Art. 237.