

referred to in the argument and in the public commentaries on the Civil Code, that the words, "for her husband," are now judicially held to mean generally "for his purposes," as distinguished from those of his wife, and that ignorance on the part of the creditor cannot avail him if it is proven that she, in fact, bound herself for her husband. It is seldom necessary to consider on whom the burden of proof lies when the evidence is complete. But it appears to their Lordships that article 1301 would have little or no effect in practice if the burden was on the wife, to prove that she was acting for her husband. The modern decisions in Canada show (and their Lordships think, correctly), that the lender must prove that she was acting, not for her husband's benefit, but for herself."

"Under this decision, it would seem that whenever a married woman obliges herself for any loan, a simple plea on her part, that the money was for the benefit of her husband, throws the burden of negating that fact on the creditor.

"In this instance, it is only necessary to consider what was the application of the \$3,000 borrowed in 1889 from Andre Brissette, as the whole of the subsequent transactions are accessory to that one and stand or fall with it. It is proved that, out of the \$3,000 advanced by Bissette to the female defendant, \$754.59 were used to pay a hypothecary claim previously due by female defendant.

"It is also proved that, about the time of the advance of this money, \$48.95 were paid for female defendant, by her husband, for taxes upon the property in question. It is proved also that the sum of \$42.48 remained in the hands of the notary, upon contracts between him and the female defendant. Concerning these three sums amounting to \$846.02, there can be no doubt that they went to the use of the female defendant. As to the balance, the female