

If the property of the wife be sold by the husband without her consent, and she revendicate it, she can only do so for the one-half, unless she renounce to the community or at least give up all she has received from it; otherwise she will be held for one-half of the guarantee, which is a liability of the community, and this liability consists in the obligation to maintain the purchaser in possession of the property. It is evident that she cannot evict him whom she is bound to maintain in possession, but she may return the purchase money. If the wife were in possession of *conquêts* hypothecated in favor of the purchaser of the property revendicated, the action could not be maintained by the wife even if she renounced the community, unless she consented to abandon the said *conquêts* for the benefit of the purchaser, (1). For if proprietor of hypothecated property, she owes a guarantee to the purchaser of the property in question.

Necessary alienations may be regarded as administrative acts; they are, notwithstanding, not permitted to be made by the husband, although he be administrator, (2) because the wife's interest is to watch over the property and see if she cannot prevent these alienations; it is upon this that the custom of Paris (3) decides that the husband cannot alone demand nor prevent the licitation of the *propres* of his wife. Generally speaking, the husband cannot institute immoveable actions relative to her property, unless the wife be a party to the suit; and an action cannot be instituted against the husband only; but the husband and wife must be summoned. (4)

It is otherwise with regard to actions for moveables and possessory demands; (5) the latter concern the enjoyment which belongs to the husband, and the former have moveables for their object.

The husband alone cannot accept nor renounce the successions which the wife has inherited, unless such inheritances were by the contract of marriage covenanted to be in common.

The husband is bound to perform all the necessary acts of administration; he may lease the property of his wife; and as he

(1) 2 De la Jannes, 20. (2) Ferriere, Com. on C. P., Art. 226 & 233.
 (3) Art. 226. (4) 2 De la Jannes 21. (5) C. P. Art. 233.