a joint, obligation with that of her husband. She obliged herself with him. Now, under art. 1301 of the Civil Code a wife cannot so bind herself otherwise than as being common as to property. Unless the bank has clearly shown that the discount was obtained by the wife for her own affairs, it cannot hope for a condemnation against the wife. The jurisprudence of this province sanctions this doctrine. Now the bank has not established that the discount was for the wife. The circumstances of the case establish that it was the husband who usually obtained the discount and the proceeds of the discount. The bank claims on eight notes. Two of them are admitted by the appellants, viz., that of $2,000 signed by the wife, and that of $737 on which it received a sum on account. It is admitted by the parties that the bank accepted a certain sum on Desmarteau's note, which is one of those claimed, and that it gave him a discharge for the balance. Mrs. Jodoin, who was only an endorser, was thus released. There remain five notes, one of $3,250, dated 13th March, 1879; another of $4,000, dated 22nd March, 1879; a third of $2,250, dated 18th April, 1879; a fourth of $250, dated 20th March, 1879, and one of $5,000, dated 13th June, 1879. These notes were only renewals of previous notes, the history of which is given in the statements filed by the bank, by the witness Giroux, its employee, and by P. A. Jodoin, one of Mrs. Jodoin's testamentary executors. Giroux tells us that the note of $3,250 is part of that of $3,550 discounted on the 14th April, 1875, signed by the husband as attorney of his wife, and endorsed by him personally. The proceeds of the discount were placed originally to the husband's credit, who, alone at that time had an account at the bank. This note was rendered from time to time, but it would appear that the form was changed from time to time, by making P. A. Jodoin intervene, who signed as maker or endorsor. Finally, this note was reduced to $3,250, and it took its present form, that is to say, it was signed by P. A. Jodoin, endorsed by the husband personally, and afterwards by him, as attorney for his wife. Exhibit B. 3, of respondent, which gives the history of the note of $4,000. shows that this note was originally discounted on the 30th March, 1875, and carried to the credit of the husband. It was afterward renewed for $2,000, then increased to $4,000 in August 1876; the proceeds of the discount of the latter note were carried to the credit of Mr. Jodoin. then a cheque was given by the husband (attorney) to discharge the note of $2,000. The note of $2,250, was originally discounted on the 6th September, 1875, and carried to the credit of the husband. As to the note of $250 the witness, P. A. Jodoin. tells us that it was part of the note of $3,500, the proceeds of which had originally been carried to the credit of the husband. It was discounted on the day following that on which the note of $3,500 was renewed for $3,250. There remains only the note of $5,000, which was originally discounted on the 19th May, 1875, and carried to the credit of the husband. All these discounts were, therefore, really granted to the husband with the exception of a sum of $2,000, and this sum although carried to the credit of the wife was at her husband's disposal as attorney, who could at any time draw on his wife's account. I cannot come to the conclusion, in view of these facts, that the bank has proved that the discounts were for the wife and for her business. It has been said that the wife cannot be declared owner of the shares and also discharged from the notes. I do not understand the logic of this proposition. Not only has the bank not proved that the proceeds of the notes were used for the payment of the shares, but it has been established that the money was not used for that purpose. As I have said, the shares subscribed in 1873 were paid in 1874, the year which preceded the discounts of the old notes. The balance was settled on the 30th October, 1874, by a note of $5,000, on which $3,000 was paid on the 2nd September, 1875, probably out of the loan from the Trust and Loan company, and the balance was settled by the note of Madame Jodoin which appellants acknowledge that they owe the bank. Respondent pretended to draw from the husband's state of insolvency, and from the declarations made by the consorts, a presumption of law that the money had gone to the wife. All that the husband did, say they, was for his wife, he had no property, he was his wife's attorney, and she herself, in 1876, acknowledged these transactions as her own, she accepted the benefit and assumed the obligations, and it was for this reason that the shares were put in the wife's name and that the balance at the husband's credit in the bank was, in October, 1875, transferred to the wife's account. The wife could not in a general way assume the obligations of her husband. She could not have claimed the benefit of a particular transaction without bearing the charges of it, but how many transactions have there been by the husband in his own name and perhaps in his wife's name outside of his mandate, which have been a clear loss, since the wife's fortune disappeared in such a short time! Is it to be said that the husband's creditors could have a recourse against the wife? I do not think so, it would be a direct violation of the numerous provisions of our code enacted for the protection of the wife. The husband could dispose by gift of the proceeds of these discounts, he could lose them in unsuccessful personal speculations. The books of the bank show that there remained at Mr. Jodoin's credit on the 1st October, 1875, when the balance was transferred to Mrs. Jodoin, only a sum of $2,742.08. Already had the amounts obtained from the bank with the aid of the notes disappeared. The circumstances of the case show clearly, in my opinion, that the appellants had reason to repudiate the notes by invoking art. 1301 C. C. It has been said that Mrs. Jodoin had agreed to transfer the shares to the bank. The evidence of consent is very unsatisfactory. It is made by Mr. Brais, at the time clerk of the bank, who says he spoke about it to Mrs Jodoin when he visited her as a friend. But then why did they not have the transfer made by Mrs. Jodoin herself? Could she give this consent without the anthorization of her husband? There is not sufficient evidence of consent,