

the shares for his wife and paid for them with her money. They contended that there was no prescription, as they had admitted their liability for the sum of \$2,000 on the first note. They denied the husband's responsibility for the other notes except for one of \$737, on which \$345 had been paid on account.

Mr. Justice Pagnuelo, sitting in the Superior Court, delivered judgment on March 15th in favor of the bank. He found that Mr. M. H. Jodoin was liable to the appellants for the amount of the notes, and as that amount far exceeded the value of the shares in question, the respondents had no interest in questioning the appellants' appropriation of them. He accordingly dismissed the action, with costs.

On September 27th, 1893, the Quebec Court of Queen's Bench (Appéal side) reversed this judgment, holding that Dame Jodoin had always been the owner of the shares, and that there was no proof that the late Mr. Jodoin had ever been authorized to endorse the notes. The appellants were ordered to deliver to the respondents the 100 shares, or the par value, with interest from the date of judgment, with the reserve to the respondents of the right to claim accrued dividends, and with reserve to the appellants of their recourse for the recovery of any balance which might be due to them on the sum of \$2,000 and \$393 after compensation by the dividends.

The appellants submitted that the judgment was erroneous and ought to be reversed, and *Mr. Blake* commenced the argument on their behalf, asking for the restoration of the judgment of the Superior Court. He said that the first point of contention upon which his clients insisted was that the shares, which were transferred by the husband to the wife, were not lawfully or effectually transferred, for under the Civil Code of Quebec, Article 1265, there could be no gift between spouses, and by Article 1483 there could be no sale from one spouse to another.

Mr. Blake, resuming his argument on behalf of the appellants at a subsequent sitting, said the evidence enabled him to maintain that in the transactions with the bank Mr. Jodoin acted as the authorized agent of his wife. The real question was whether the wife could be held to be liable for the notes which the bank discounted for Mr. Jodoin. By a power of attorney which Dame Jodoin gave to her husband, the latter was expressly authorized to buy and sell stock and draw notes for the purpose of receiving