

valid, if she accept of the condition annexed to such devise. (1)

The husband being the chief of the community, his creditors may seize all the property belonging to it, for the payment of his debts; although part of that property was brought to the community by the wife; but the wife by virtue of the article of the *coutume*, and having had an Inventory made, may make her demand in separation as to property from her husband and oppose the sale of the moveables which she has so brought, and which have been entered into the Inventory, and demand distraction thereof; and her moveables in that case will not be liable for the payment of her husband's debts. If the very same moveables are not to be found in the community, either from having perished or having been alienated, she cannot take, in their stead, other moveables of the community, but her husband is bound to indemnify her.

As there are certain immoveables which do not enter into the community, debts due for the purchase of such immoveables, *propres de la communauté* can be recovered from the conjunct only who owes them; and such conjunct becomes debtor to the community, if the amount of the debts be paid by it.

The *communauté* enjoys the benefit of the issues and profits of the *propres* on either side, and consequently is bound to pay and discharge the *rentes* with which they are burthened during its continuance. (Guard vs. Lemiéux, Quebec, 1810.)

No married woman can become security for her husband, or incur any liability whatever on his behalf, otherwise than as *commune en biens* with him, for any debt, contract or obligation which may have been contracted or entered into by her husband before their marriage, or during its continuance. (2)

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(1) Roy vs. Gagnon, 3 L. C. R., p. 45.

(2) Registry Ordinance, § 36.