Jodoin in part payment of their debt, and that they had been subsequently sold by the bank and the proceeds imputed on the $25.000. The appellants' answer to the first plea that the transfer of the shares by the husband to the wife was not a sale, or a transfer for valid consideration in the nature of a sale, nor a benefit between consorts, but a mere formality to give the wife a title to which she had a right, seeing that the husband had in reality subscribed the shares for her and had paid for them with her money. To the second plea appellants' answer that prescription of the earliest dividends and interest on them had not been acquired because they served to extinguish the note of $2.000 and the sum of $302, balance of a note of $737, which they admit they owe the respondent, which notes were due at that time. In answer to the third plea, appellants deny their responsibility, except as to the note of $2,000 and the balance above mentioned on that of $737. They allege that the notes which make up the bank's claim were endorsed by Mr. Jodoin as attorney for his wife without right, and that the latter never consented to transfer the shares to the bank, which disposed of them illegally even supposing that it had a right of pledge on them. The court below came to the conclusion that the shares were the property of Madame Jodoin, but that the latter owed the amount claimed by the respondent, and that she had no interest to trouble the bank on the pretext that it had sold the shares without judicial formalities, as it was certain that they would never have realized a sum sufficient to discharge Mrs. Jodoin from that debt. The court did not pronounce on the plea of prescription, which was virtually abandoned, and properly so, in appeal. The evidence of record shows that Mrs. Jodoin's fortune, which was over half a million, was almost entirely lost in about ten years. Her husband had no property. In his quality of agent for his wife, who had given him a general power of attorney, he used her money to buy bank shares to qualify himself as a director. He carried on trade in his own name and seems to have been unfortunate in his undertakings. From time to time he made solemn declarations before a notary that he had no fortune; that all that he had acquired was acquired with his wife's money, and that his undertakings had been carried on with his wife's money and for her. Two of these declarations have been filed, one dated 19th of December, 1876. Mrs. Jodoin was not present at the first declaration (made previously), but she appeared in the deed which contains the latter, and she attested the sincerity of the declarations, and declared that she intended to profit by all the benefits accruing from the personal transactions of her husband, as well as to bear the losses resulting from them. The Superior Court correctly found that these declarations were sincere. They establish a state of things which really existed. Besides, the proof of absence of means on the part of the husband and of the large fortune of the wife is complete. In transferring the shares to Mrs. Jodoin, Mr. Jodoin was not selling them; he was not benefiting his wife; he was only stating the facts and making regular her title to the shares and giving her back the property which he had acquired with her money. Besides the declarations, the evidence shows that the wife's money was used to pay for the shares. The parties had admitted that on the 30th October, 1874, a note of $5.000 was given to the bank in payment for the balance due on the shares. A sum of $3.000 was paid on account of the note on the 2nd September, 1875, by a cheque drawn on Mr. Jodoin's personal account at the bank. Now, the same day a deposit of over $14.000 had been made to the credit of Mr. Jodoin, which sum was the proceeds of a loan of $15.000 effected by Mrs. Jodoin on the 15th August, 1875, and paid on the 31st of the same month. The balance of the note of $5.000 was settled by the note of $2.000 given by Mrs. Jodoin to the bank, and which is acknowledged by the appellants. Under the circumstances I do not think that the bank can contest the validity of the transfer which seems to be legitimate, and which it recognized and accepted by taking her note in payment of the balance of the shares. Appellants pretend that the husband was not authorized to endorse notes for his wife and get them discounted, and that this was in reality effecting loans for her. The power of attorney from Mrs. Jodoin to her husband was given to manage and administer his wife's fortune, and the power therein conferred on the agent to sign and endorse promissory notes is restricted to those required for purposes of administration. Being general, the power of attorney could be valid only as to administration. Art. 181 of the Civil Code declares this expressly. This court has already appreciated this power of attorney in the case of Jodoin and Lanthier, and it has restricted it to acts of administration. The bank could not be ignorant that loans so large were not necessary for the administration of the wife's property, and it has only itself to blame for not causing the wife to intervene personally. Another important question to which the judge in the court below gave special attention, is raised in the case. The pleadings do not specially mention this ground, which results from the repudiation by the wife's representatives of the debt, and which specially calls for the attention of the court because it is a matter of public order. The notes filed by the bank, with the exception of the two admitted and of that signed by Desmarteau, of which I shall speak later, are notes signed by A. P. Jodoin, son of Mr. and Mrs. Amable Jodoin, made payable to the order of Amable Jodoin, endorsed by him personally and afterwards by him in his quality of attorney for his wife. The husband could not transfer these notes to his wife for value received as alleged in the plea, for the law does not sanction a transaction of this nature between husband and wife. The evidence leaves it in doubt whether the husband received them from his son for valuable consideration; that he did so receive them must, however, be presumed from the form and nature of the document. However this may be, the wife contracted to the bank