

"\$50.00 courant, qui sera payable dans deux ans de ce jour, sans intérêt. Au moyen des présentes, la dite Delle Adrienne Bedard donne à son dit tuteur Honoré Bedard, son père, quittance générale et finale pour toute reddition de compte qu'il lui devait à ce jour comme ayant été son tuteur."

It seems to me that this accounting and this acquittance cover only the movable property and the immovable mentioned in the acquittance. It is true that it declares an inventory of property was made, but it does not mention the three immovable properties, the undivided half of which fell into the community and were described in the inventory; "and it does not declare that there was "error in law and in fact" in including the undivided half of these properties in the inventory. No mention whatever is made of them.

If my opinion is correct, that these properties did enter into the community, Honoré Bedard could not appropriate them entirely to himself, by the mere scratch of a pen. He did not account for the administration of these three properties and he certainly did not obtain a cession or transfer of them to himself.

If, plaintiff, her brothers and sister became undivided owners of one fourth part of these properties, they are still owners of them. Neither plaintiff nor any of her brothers and sister, in the discharges which they signed and which are filed of record, disposed of them to tutor and father. Surely it cannot be said that the general transfer clause, which I have cited related to anything but the movables and the immovables mentioned in the inventory.

I am of opinion, therefore, that the plaintiff was well founded in claiming to have been the owner or one undivided twentieth part of said properties, and that her brothers