Turning to the jurisprudence, we find the case of *Hudon & Latourelle*,(1) which held that a wife *séparée de biens* could bind herself *with* her husband, and that no law forbade it. There was another reason that the evidence of the obligation did not show it was for a debt of the husband, and she was condemned, *solidairement*, with her husband. In Mr. Lacoste's paper the error of this decision in restricting the ordinance to the wife *commune* is demonstrated.

In the case of *Bertrand & Saindoux*, and his wife, which was on an obligation by defendants in favour of plaintiff, "*pour prêt d'argent de pareille somme* À LUI FAIT," it was held, that the wife could only bind herself with her husband as *commune en biens*, that the female defendant was *séparée de biens*, and therefore, she could not bind herself at all by such a deed, and the action was dismissed *quant à elle*. Mr. Lacoste contends that this decision, save a slight error in the redaction of the motives, supports the doctrine he invokes. *Ste. Marie & Ste. Marie* is still more explicit. In that case it was held that the wife, *commune en biens*, who joins in a deed of sale, with the usual *garanties*, only binds herself as *commune en biens*, and that she, being subsequently *séparée* by judgment according her *reprises et droits matrimoniaux*, was not personally liable as *garant*, and that she had a prior hypothec to that of the purchaser, Brosseau.(2)

In *Jodoin & Dufresne*, it was held that a bond of suretyship entered into by a married woman jointly with her husband, for a third party, is null and void under the provisions of the ordinance.(3) The principle here is that she was acting *with* her husband.

Mercille & Fournier (4) came up only on a question of evidence, namely, whether a married woman could prove by verbal testimony that the enunciation of her deed that she was the debtor was false, and that the real debtor was the husband; but impliedly it maintains the doctrine that the married woman cannot undertake to pay her husband's debt. (5)

In *Russell* v. *Fournier* and *Rivet*, Mr. Justice Smith held: "*Que la femme sous puissance de mari ne peut valablement renoncer à son hypothèque sur les biens de son mari au profit des créanciers de ce dernier, pour le paiement d'une rente viagère que son contrat de mariage lui donne pour tout douaire, et que c'est en contravention à l'Ord. comme étant un cautionnememt indirect.* (6)

In *Boudria* & vir & *McLean*, (7) the Court of Queen's Bench laid down the rule in very precise form. It was held, that the 36th Section of the Ord. "*tout en rendant nuls les engagements de la femme, pour son mari, au point de la soustraire à toute action résultant de tels engagements, ne l'empêche pas néanmoins de renoncer à l'exercice de ses droits hypothécaires, pour reprises matrimoniales, sur les biens aliénés par son mari, et que la renonciation de la femme à l'exercice de tels droits n'a pas besoin d'être stipulée, et qu'elle peut être inférée du fait qu'elle ratifie et garantit l'aliénation faite par son mari.*" This is precisely the doctrine advocated by Mr. Lacoste. Mr. Justice Smith seems to have fully acknowledged the authority of this case in *Armstrong & Rolston*. (8)

It may perhaps be said that these decisions are all before the code, and that the terms of the code differ from those of the ordinance and of the C. S. L. C. On this point the report of Commissioners (p. cx. 2 vol.) denies any change but that of the addition of the word *for*, an extension (it is called) introduced by the jurisprudence and particularly by *Jodoin & Dufresne*.(9) The amendment is not momentous, but it cuts off a possible chance to cavil. The surety is usually bound *for* and *with* the debtor; but he may be bound for and not with. Since the code several cases have arisen bringing up the question that had been decided under the ordinance. The first case was that of *Lagorgendière & Thibaudeau*.

(1) Rep. by Mr. Lacoste, 3 Rev. de Leg. 123.

(2) 3 Rev. de Leg. 134, Rep. by Mr. Lacoste, who shows that the intervention of the wife at the sale, only bound her as *commune*, but having renounced the community she was not liable to warrant the sale. He thought she had renounced her hypothec validly, and should not have been collocated for her *reprises* by preference.

(3) 3 L. C. R. 189.

(4) 2 L. C. J. 205.

(5) Confirmed in appeal, 4 L. C. J. 51.

(6) 3 L. C. J. 324.

(7) 6 L. C. J. 65.

(8) 9 L. C. J. 16.

(9) 3 L. C. R. 189.