

for the amount which the annuity has yielded, for the community has been benefitted by the alienation to that extent only. (1)

The husband owes the wife the re-imbursement not only of that which he has received for her alienated *propres*; but even for any loss she has sustained through his negligence. If, for example, he has allowed sums of money due to his wife upon the alienation of her *propres*, to be lost by prescription, or has neglected to enforce payment from a debtor who has subsequently become insolvent; he must also indemnify her for deteriorations to her property caused by his want of proper attention, a liability which arises from his office of administrator. The re-imbursement for the alienated *propres* of the husband are only due by the community; (2) but the wife has her recourse against the individual property of the husband, when the property of the community is not sufficient, this also follows from the husband's liability as administrator.

If one conjunct, out of the funds of the community, erect or repair any building upon, or otherwise improve any of his or her *propre*, or pay any debt to which the *propre* was subject, he must indemnify the community after its dissolution.

If the improvements made on the *propre* of the conjunct cost more than the increased value of the property, the compensation will be made for the improved value only, but if the property was increased in value much more than the actual cost of the improvement, the compensation will only be for the amount expended.

The indemnity is due even if the buildings should be subsequently burnt down or destroyed. Simple repairs required to keep the property in good order are paid by the community.

The husband and wife are incapable of deriving from each other by donation, *inter vivos*, any advantage, directly or indirectly, unless it be by such mutual or reciprocal donation as the law permits, and which will be presently stated. This prohibition extends not merely to simple donations, but also to those which are mutual, unless they are made in strict conformity with the conditions under which they are permitted. From the general terms of

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(1) 1 De la Jannes, p. 86. (2) 2 De la Jannes, p. 87.