

yearly alimentary allowance, debarred from carrying out the execution of the *Jugement de séparation*, in consequence of her transaction with her husband, and the time elapsed since the Judgment?

Could she suspend the execution of the said Judgment for a length of time, in consequence of such transaction? [*Bender, appt & Jacobs, respdt.*] 321
SALE OR TRANSFER

OF PROPERTY BY BANKRUPT.

Under the Bankrupt Law, 7 Vict, cap. 10, it was held that all sales or transfers of property by a Bankrupt within 30 days prior to the Bankruptcy are *primâ facie* void and that in an action by the assignees to recover such property, the burden of proof lies with the Defendant to shew his goon faith and that the transaction was in the usual course of dealing. [*Webster vs. Footner*] 40

TESTAMENTARY EXECUTOR.

The Administration of a Testamentary Executor is a mandate of a private character, which can only be delegated by the Testator, and is not a trust of a public nature, which can be imposed by a Judge. [*Gugy appt and Gilmour respdt.*] 169.

USUFRUIT.

SUBSTITUTION TESTAMENTAIRE.

“Un mari est condamné à fournir
 “à sa femme séparée de corps
 “et d’habitation, une rente et
 “pension annuelle et viagère de
 “£50 ; ce mari ne possède que
 certains biens à charge de substitution, en vertu du testament de son père qui a dit : “Je dé-
 “fends expressément que ces
 “biens soient en aucune ma-
 “nière engagés, aliénés, hypo-
 “théqués, non plus que la
 “jouissance, intérêt ou usu-
 “fruit d’iceux, qu’ils (les gre-

“vés) retireront pour leur pen-
 “sion et subsistance et pour la
 “subsistance et l’éducation de
 “leur famille, sous peine de nul-
 “lité de tous actes qu’ils feront
 “contraires à mon. intention,
 “pour que ces biens retournent
 “à leurs enfans, &c. &c.”

L’usufruit de ces biens est-il affecté au service de la rente et pension de la femme? (*Montferrant, appt et Chevalier, intimé*) ... 81
WRIT, (Return of)

The Defendant must be called upon the return day, but the writ and declaration may be brought in, at any time afterwards, upon motion of either party. [*Dalton vs. Sanders*] 400

WIFE CONTRACTING WITH HER HUSBAND.

The wife who undertakes with her husband, such husband being a trader, becomes the *caution solidaire* of a trader, in so far as such undertaking concerns his trade, and without the necessity that the instrument by which she so binds herself should express the *solidarité* or the fact that she is authorised by her husband, [*Power vs. Green,*] 186.

L’obligation contractée, solidairement avec son mari, par une femme séparée quant aux biens est nulle de plein droit quant à elle :—femme mariée ne peut s’obliger avec son mari que comme commune en biens. 4 Vic. c. 30, s. 36. [*Bertrand vs. Saindoux et al.*] 333.

A married woman, although separated as to property and having the “*administration de ses biens*” cannot without the express authority of her husband, validly do any act tending to affect and hypothecate her real and immoveable property. [*De Rouville & al. appts. and Commercial Bank respdt.*] 406.