

foreign state, and the word foreign is used by the author not in its customary sense to distinguish between an alien and a native, (1) but precisely as it would express the relation between the laws of England and those of Lower Canada, the latter country having a code of laws distinct from, and a legislature independent of the former, although both countries form one body politic; the author is speaking of the bearing which the laws of the state of Mississippi have on those of Louisiana. The above reasoning supposes the word England to have been used in the clause of the contract contended to be void; but the actual words of that clause were that the parties submitted their matrimonial rights "to the laws, usages and customs of Great Britain": Great Britain comprehends England, Scotland and Wales, and the municipal law of Scotland is totally different from that of England, it is in fact more like the law of Canada inasmuch as *communauté* exists in it &c. &c. (2)

Contracts of marriage should be passed before notaries; as they must have an authentic date; but would be valid if made *sous seing privé*

The contract, which the conjuncts have made, or which the law has made for them on their default, becomes, after the celebration of the marriage, a law between the two families, which imperiously governs during the marriage, whatever change of domicile they may make, and whatever agreement they may enter into during their marriage. If these changes were allowed, it would much disturb the peace of families.

Agreements made even before the marriage if they are *contre-letters* (or agreements made in terms opposed to the contract of marriage itself,) unless made in the presence of the relations of the parties who were present at the making of the contract of marriage itself, are null. (3)

The absence of a distant relation would not affect the validity of the *contre-letters*. (3) Donations made by one of the intending conjuncts to the other, since the execution of the marriage contract, and even a few days before, are looked upon as *contre-letters*. (5)

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(1) Wilson vs. Wilson 2 Revue de Leg., p. 431. (2) Ib.

(3) C. P. Art. 258. (4) Poth. Com. No. 16. (5) Ib. No. 14.