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Private Law: Partnership

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The language and the concept do not correspond to the structure of the law under the Civil Code. At dissolution of the community regime there is no longer any community; there are only husband and wife or their representatives.²⁴ If the wife has renounced the community, it is she who owes *the husband* the full amount of benefit to her from community funds or energies, and he who owes her indemnification for the value of the increases or ameliorations to the community assets made possible by use of her separate funds. If the wife has accepted the community, then the spouse whose separate assets were used to increase or improve the community assets is entitled to only half the added value, for the other half comes back to the spouse in his or her half of the community assets. Under the same circumstance of the wife accepting the community, the spouse whose separate asset was increased or improved at community expense is obliged to indemnify the other spouse half the benefit realized, for he or she bears the loss of the other half in the reduced value of his or her half of the community assets.

PARTNERSHIP

*Milton M. Harrison**

In *Guerin v. Bonaventure*¹ a concubine asserted a claim to an interest in partnership enterprises of her paramour and his partner. Although article 2804² of the Civil Code provides that partnerships formed for any purpose forbidden by law or good morals are null and void, the court cited with approval cases which have recognized the rights of a concubine or paramour in jointly owned enterprises, including what amounts to a partnership, when the commercial enterprise is "independent of the illegal cohabitation"³ or when the "concubinage is incidental to the commercial venture rather than the business being incidental to the illicit relationship."⁴ The court in the instant case found the commercial relationship to be dependent on and an incident to the illicit relationship and denied the claim of the concubine, reversing the trial court.

24. See LA. CIV. CODE arts. 2406-2409.

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1. 212 So.2d 459 (La. App. 1st Cir. 1968).

2. See also LA. CIV. CODE arts. 11, 12.

3. *Guerin v. Bonaventure*, 212 So.2d 459, 461 (La. App. 1st Cir. 1968).

4. *Id.*