Reconciliation Trap: Civil Code Article 155

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Plaintiff obtained a divorce and thereafter sought a partition of the alleged community of acquets and gains acquired between 1972 and 1980. The couple had been judicially separated in September of 1972, but had reconciled six months later by resuming their marital life. After the reconciliation, the husband had acquired a family home and the corporate stock of Freeman Chemical and Cementing Company, Inc. They lived together as husband and wife until suit for divorce was filed on January 25, 1980. On May 29, 1980 they were awarded a final divorce. In response to plaintiff-wife's petition for partition of the property acquired by the couple between 1972 and their divorce, the defendant-husband filed an exception of no cause and no right of action. The trial court overruled these exceptions, and the case was tried on the merits. The lower court held that the family home and corporate stock belonged to the husband's separate estate, and the wife appealed. The Louisiana Second Circuit Court of Appeal, basing its decision on strict compliance with Civil Code article 155, affirmed the trial court's decision. The second circuit held that upon reconciliation after a judgment of separation from bed and board, the community of acquets and gains could be reestablished prior to January 1, 1980 only by execution of an authentic act properly recorded in the conveyance records of the parish in which the couple resided, and after January 1 1980, by matrimonial agreement. Freeman v. Freeman, 430 So. 2d 673 (La. App. 2d Cir.), cert. denied, 435 So. 2d 449 (1983).

When two people resume marital life after a judgment of separation from bed and board, as in Freeman, they do not always consider the consequences of their actions. Although the judicial separation from bed and board does not end the marriage, it does terminate the conjugal cohabitation between the spouses. In addition, the judgment of separation terminates the community retroactively to the date of filing of the petition upon which the separation was granted. Once the community is dissolved, the parties become co-owners in indivision of the property

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Reconciliation of the spouses prior to divorce extinguishes both the judgment of separation from bed and board and any judicial grant of alimony *pendente lite.* Reconciliation does not accomplish the reestablishment of the former community of acquets and gains. Civil Code article 155 declares that after spouses reconcile "the community may be re-established by matrimonial agreement, as of the date of filing of the original petition in the action in which the judgment was rendered."

Article 155 did not originally provide for reestablishment of the community of acquets and gains. Article 155 originated in the Louisiana Digest of 1808 as Article 17, which provided: "Separation from bed and board carries with it separation of goods and effects." Article 17 appears to be an almost exact translation of article 311 of the French Civil Code. In the Civil Code of 1825, article 155 appeared as article 151, and received its current designation as article 155 in the Civil Code of 1870.

The original judicial interpretation of article 155 in *Ford v. Kittredge* excluded the reestablishment of the community once it had been dissolved. In interpreting Article 155 the court applied the principle of statutory construction embodied in the maxim "*inclusio unius est exclusio alterius.*" The Louisiana Supreme Court, in *Ford,* reasoned that since the redactors failed to provide for reestablishment of the community after reconciliation, in contrast to the French Civil Code which did allow reestablishment, then the court could not make such a law. In *Succession of Le Besque* the Louisiana Supreme Court stated:

[T]here is no law which says that a reconciliation of the spouses superinduces a partnership or community of acquets or gains, as is superinduced by marriage. The court is without authority to

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4. See, e.g., Daigre v. Daigre, 230 La. 472, 89 So. 2d 41 (1956); Dhuet v. Taylor, 383 So. 2d 1061 (La. App. 1st Cir. 1980); Cooper v. Cooper, 303 So. 2d 319 (La. App. 4th Cir. 1974); McAdams v. McAdams, 267 So. 2d 908 (La. App. 1st Cir. 1972). To divide the former community property the spouses may enter into a mutual agreement of partition or petition the court for a judicial partition. See La. Civ. Code art. 2328; La. R.S. 9:2801 (Supp. 1983).


6. See, e.g., Reichert v. Lloveras, 188 La. at 450-51, 177 So. at 570 (1937).


8. Code Napoléon art. 311 (1804) ("Separation from bed and board shall always carry with it separation of goods and effects.").


12. The inclusion of one is the exclusion of another. Comment, Reconciliation and the Re-Establishment of the Community, 1 La. L. Rev. 422, 424 (1939).

legislate upon the subject; and as it has been twice decided that the community of acquets and gains is not re-established by the reconciliation of the parties, the property acquired after a separation from bed and board by either or both spouses remains the separate property of him or her who acquired it.  

By the late 1930's several cases had been decided wherein a wife who had reconciled with her husband after a judgment of separation from bed and board was denied any interest in the property accumulated after the reconciliation. In 1943 Professor Harriet S. Daggett suggested that, contrary to article 155, the law should be amended to read: "the community be not dissolved by judgment of separation of bed and board in cases where reconciliation has taken place." She also made an alternative suggestion that the law be amended to follow the French method to permit a couple to reestablish the community by authentic act after a reconciliation. The legislature in 1944 adopted the alternative proposal:

Separation from bed and board carries with its [sic] separation of goods and effects. Upon reconciliation of the spouses, the community may be re-established by husband and wife jointly, as of the date of the filing of the suit for separation from bed and board, by an act before a notary, and two witnesses, which act shall be recorded in the conveyance records of the Parish where said parties are domiciled.

Commenting on the anticipated effect and dangers of this amendment Professor Daggett stated:

The only danger may be to those who are not aware of this effect of the judgment of separation nor of the new remedy. . . . [They] may suffer the same surprise and discomfort attendant upon the final discovery as has often been the case in the past. Particularly is this true, of course, of the wife.

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19. Daggett, Louisiana Legislation of 1944—Matters Pertaining to the Civil Code, 6
Within a few years, her warnings came true in the case of *Cotton v. Wright.* Because the spouses in *Cotton* lacked knowledge of the 1944 amendment, they failed to execute an authentic act to reestablish the community after the reconciliation. As a result, the court denied the wife an interest in the property acquired after the reconciliation. In *Austin v. Succession of Austin,* a wife who had been led to believe by her husband that the community had been reestablished was denied her claim for an interest in the property of her deceased husband. The supreme court, citing article 155, held that the spouses had not reestablished the community in the manner prescribed by law; therefore, the community stood dissolved. The court announced the jurisprudential rule that "only by the privilege conferred in the act of 1950 can the community be re-established, and it must be done with the forms and solemnities of the law as that act has prescribed." In *Austin,* the wife asserted a claim to equitable ownership of the property, which the court rejected, based on the proposition that "where parties marry according to the forms and solemnities of the law and where their rights are settled by the express provisions of the Code, there can be no appeal to equity ...." The court also rejected a claim to the property on a *quantum meruit* basis since there was no proof of a verbal contract. Furthermore, the court knew of no law whereby "a wife may recover from the estate of her deceased husband on a quantum meruit basis."

In *Freeman v. Freeman,* both spouses testified that at the time the stock was acquired in Freeman Chemical and Cementing Company they believed they were living in community and that the stock was community property. Both spouses further testified that they were unaware that an authentic act was required to reestablish the community. The plaintiff contended that this lack of knowledge resulted in mutual error and a presumption by both parties that they had acquired the joint ownership of the stock—the husband had acquired the stock from his father; however, to pay for the stock the spouses had to borrow $30,000.00 from the wife's father. The corporation gave its note as security for the loan; however, the wife's father also made additional loans to the corporation of $17,000.00 for operating expenses during the first year of operation.

La. L. Rev. 1, 3 (1944).
20. 214 La. 169, 36 So. 2d 713 (1948).
21. 225 La. 449, 73 So. 2d 312 (1954). The court dismissed the plaintiff's assertion because she did not submit any proof of an act to support her claim of reestablishment of the community.
22. Id. at 462, 73 So. 2d at 317.
23. Id. at 464, 73 So. 2d at 317.
24. Id. at 464, 73 So. 2d at 318.
26. 430 So. 2d at 675.
The corporation eventually repaid all of these loans. The plaintiff took no active part in the operation of the corporation except for a short period when she served as secretary. The court concluded that their mutual error was as to the legal effect of his ownership. The parties' erroneous belief that the community existed between them and that the stock was community property did not have the "effect of characterizing the stock as community property contrary to positive law . . . ." The court could not be vested with ownership of a one-half interest in the stock, for "error of law can never be alleged as the means of acquiring property."

To support her claim to the family home the plaintiff contended that her execution of an authentic act of mortgage on the family home, which recited the marital status as husband and wife, constituted compliance with article 155. Relying on Austin, the court held that this contention was without merit since the community had not been reestablished according to forms and solemnities prescribed by law. The court did not discuss the effect of the deception practiced by the husband upon his wife which prevented her from acquiring an interest in the family home. The husband testified at trial that at the time of purchase of the lot upon which the family home was built, he learned that the spouses were living separate in property and "[h]e purposely, in order to avoid his wife having an interest in the property, instructed the lawyer to make the deed out in his name alone." However, sole ownership of the lot did not prevent the husband from allocating to his wife the responsibility for supervising the architects, contractors, and workmen constructing the family home. Nor did the sole ownership of the lot prevent the mortgage company from requiring both spouses to obligate themselves for the $60,000.00 mortgage on the home and lot. By rejecting the wife's claim that the authentic act of mortgage constituted compliance with article 155, the court allowed the husband, who had knowledge of the requirements of article 155, to deliberately withhold this information and to profit thereby. By

27. Id. at 677.
28. Id.
29. Id. The court cited for its authority Civil Code article 1846:
Error of law can never be alleged as the means of acquiring, though it may be invoked as the means of preventing loss or of recovering what has been given or paid under such error. The error, under which a possessor may be as to the legality [illegality] of his title, shall not give him a right to prescribe under it.
30. 430 So. 2d at 677.
31. 225 La. 449, 73 So. 2d 312 (1954).
32. 430 So. 2d at 678. A similar argument was advanced in Maloney v. Maloney, 197 So. 2d 131, 134 (La. App. 4th Cir. 1967), stating that the recital of the marital status in authentic acts of sale and waiver of the homestead exemption rights made the property community. The court rejected this contention.
33. 430 So. 2d at 676 (emphasis added).
requiring an authentic act to specifically reestablish the community, the court negated any informal or formal reestablishment of the community that was not in strict conformity with article 155.

In *Freeman*, the plaintiff advanced several alternative arguments to overcome the requirement of strict compliance with article 155. She contended that if there was no community, then she and her husband had established a joint venture between themselves. The court found no evidence to support the theory of an actual agreement, but concluded even if there had been such an agreement, the spouses were nevertheless prohibited from contracting with each other prior to the amendment to Civil Code article 1790, which became effective January 1, 1980. Since the contract between the spouses was a relative nullity during the marriage, it could only be ratified by removal of the incapacity by divorce of the parties or by legislative action. The legislature removed this incapacity effective January 1, 1980; however, the court, in light of the circumstance that the suit for divorce was filed January 25, 1980, found that the parties did not ratify the contract. Furthermore, legislative removal of incapacity in and of itself did not ratify any prior agreement of the spouses.

The plaintiff contended that if there was no partnership or joint-venture between the spouses, then the community was reestablished by operation of law as the result of the revisions to the community property regime which became effective January 1, 1980. The court responded that “even if the community was reestablished as of January 1, 1980 this fact would

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34. Id. at 678. See also Corkern v. Corkern, 270 So. 2d 209 (La. App. 1st Cir. 1972), application withdrawn, 272 So. 2d 372 (1973), wherein the court also rejected a claim that a partnership existed between the spouses on the basis that a partnership is a commutative and synallagmatic contract which requires a mutual oral or written agreement between parties.

35. 430 So. 2d at 678. Act 627 of 1978 amended article 1790 to delete the reference to husband and wife. This amendment was to become effective 60 days after the final adjournment of the 1979 Regular Session; however, § 5 of Act 709 of 1979 repealed in its entirety Act 627 of 1978. Section 9 of Part III of Act 627 of 1978 contained a retroactivity provision; however, Act 709 of 1979 contained no such retroactivity provision. Act 711 of 1979 deleted the reference to husband and wife in article 1790, thus removing the incapacity of husband and wife to contract with one another.

36. Nelson v. Walker, 250 La. 545, 197 So. 2d 619 (1967); King v. King, 390 So. 2d 250 (La. App. 3d Cir. 1980), cert. denied, 396 So. 2d 884 (1981); Monk v. Monk, 376 So. 2d 552 (La. App. 3d Cir. 1979). In *Nelson* the husband and wife entered into an agreement as to a partition of their community property and settlement of alimony rights of the wife on the same day as the judgment of separation from bed and board was rendered. The court found that both husband and wife had ratified the partition-alimony agreement after the incapacity was removed by divorce through acceptance of the benefits of the agreement.


38. See supra note 35.


40. Id.

41. Act 709 of 1979 repealed Title VI of Book III of the Louisiana Civil Code (articles
not alter the classification of the property acquired prior to that date . . . ."\textsuperscript{42} Thus, as all the property in contention was acquired before January 1, 1980, the argument was without merit.

The plaintiff, as a last resort, asserted a claim for the alleged community property on the basis that defendant was unjustly enriched and, furthermore, was equitably estopped from denying her an ownership interest in the property. The court refused to apply equity because the issue had previously been rejected on the basis that equity could not be applied since "the rights of married persons are provided for by express law."\textsuperscript{43}

As a final argument, the unconstitutionality of article 155 under Article 1, section 3 of the 1974 Louisiana Constitution was advanced by the plaintiff.\textsuperscript{44} She claimed that it unreasonably discriminated against married women by its application since women are generally less knowledgeable in business affairs. The court rejected plaintiff's contention succinctly: "Article 155 is not gender based, [it] applies equally to both husband

\textsuperscript{2325 through 2437) and enacted new Title VI, (articles 2325 through 2376) under the heading "Matrimonial Regimes," effective January 1, 1980. Section 1 of Act 710 enacted articles 2432 through 2437 of Title VI, relating to the Marital Portion.

42. 430 So. 2d at 679. Plaintiff had based her argument on Samuel, The Retroactivity of Louisiana's Equal Management Law: Interpretation and Constitutionality, 39 La. L. Rev 347, 405 (1979); however, the subject of that article was Act 627 of 1978, which contained a specific retroactive provision in § 9. Section 9 also provided that "this Act shall not be construed to change the characterization as community or separate of assets acquired or fruits and revenues accrued prior to January 1, 1980." Professor Samuel had speculated that since Act 627 only excepted from its provisions spouses who had adopted an express matrimonial regime, the legislature must have intended to subject to the legal regime spouses who had obtained a separation from bed and board by judicial decree. Act 627 was repealed in its entirety by section 5 of Act 709 of 1979. Section 11 of Act 709 provides that "[spouses living under a regime of separation of property shall continue to do so subject to the provisions of this Act." But the Act contained no express provision against changing the characterization of property acquired prior to January 1, 1980. Professors Spaht and Samuel concluded in their analysis of the two acts that the omission in Act 709 as to the applicability of the new regime to particular transactions and assets did not represent a change in legislative intent from Act 627 to allow such changes in characterization of particular assets and transactions. Spaht & Samuel, Equal Management Revisited, 40 La. L. Rev. 83, 109 (1979); see also Deshautels v. Fontenot, 6 La. Ann 689 (1851) (the court changed the classification of the children of a slave. The slave had been the wife's separate property before her marriage. Under the Spanish law, children of slaves became community property. But the court held that because the child was born after the adoption of the Digest of 1808, the slave was the separate property of the wife since the husband had submitted to the changes affecting the community by his "adopting," through his legislative representative, the Digest of 1808.).

43. 430 So. 2d at 680. See Austin v. Succession of Austin, 225 La. 449, 73 So. 2d 312 (1954); Jarreau v. Succession of Jarreau, 268 So. 2d 101 (La. App. 1st Cir.), cert. denied, 263 La. 986, 270 So. 2d 122 (1972). The court in Jarreau denied the living spouse the usufruct over the deceased spouse's property because the spouses had not reestablished the community by authentic act after judicial separation.

44. 430 So. 2d at 680.
and wife, and is not unconstitutional. In *Corkern v. Corkern,* the first circuit rejected an argument that the application of article 155 violated the constitutional rights of due process and equal protection of the wife stating:

Defendant wife was not required to reconcile with plaintiff husband, nor does her ignorance of the law that the spouses remain separated in property following a judgment of separation which terminates the community, unless the community is unconditionally re-established by the consent of both as manifested by an unconditioned notarial act as provided for by Louisiana Civil Code Article 155, result in a deprivation of her constitutional rights.

*Freeman* clearly illustrates that regardless of the arguments advanced by a party, Louisiana courts will not recognize any interest in property acquired subsequent to a reconciliation after a judgment of separation has been rendered, unless the parties had executed an authentic act of reestablishment of the community, prior to January 1, 1980, or had made a matrimonial agreement reestablishing the community after January 1, 1980. Based on prior judicial interpretation of article 155 after the 1944 legislative amendment allowing reestablishment of the community by authentic act, the holding of *Freeman* is correct. Nevertheless, the problem of lack of knowledge by spouses of the requirements of article 155 has resulted in inequities for over forty years.

The other seven community property states have avoided this problem. Arizona is the only state that provides for a separation from bed and board that is analogous to Louisiana's separation from bed and board. The Arizona judgment of separation does not automatically dissolve the community in Arizona, for the parties may agree to the

45. Id.
47. Id. at 214.
49. See supra note 48.
51. Id. at 728.
The parties must both consent to the decree of legal separation; otherwise, only a dissolution of the marriage may be obtained. Arizona provides for a separation agreement which may incorporate provisions for separation of property, support, custody, and visitation. This agreement is required to be either incorporated by reference or set forth in the decree of legal separation or divorce. The court, if it finds the agreement for property disposition unfair, may revise the disposition of property or request the parties to resubmit their agreement. California gives its court several options for effecting a division of community property—division may occur either at the time of the interlocutory judgment decreeing dissolution of the marriage, at the time of the legal separation, or at a later time. Any property settlement entered into by the parties before the final dissolution of the marriage may be abrogated upon a showing of an intention of the parties to reunite as husband and wife and a mutual revocation of the property agreement. Idaho, Nevada, Texas, and Washington provide for the disposition of the community property in the decree of divorce which dissolves the marriage. There is no statutory retroactivity of the decree of divorce or of the disposition of community property. Nevada provides for a decree of separate maintenance, but this decree only establishes rights of


54. Id.

55. Id. § 25-317(A) (1973).

56. Id. § 25-317(D) (1973).

57. Id. § 25-317(B)-(C) (1973).


60. Idaho Code §§ 32-601, 32-712 (1983); Nev. Rev. Stat. § 125.150 (1979); Tex. Fam. Code Ann. § 3.63 (Vernon 1982-83); Wash. Rev. Code §§ 26.09.030, 26.09.050, 26.09.080, 26.09.150 (1973). Washington Revised Code Annotated section 26.09.030 allows a legal separation on plaintiff's request if there is no objection by the defendant; however, 6 months after entry of this decree, on the motion of either party, the court is required to convert the decree of legal separation to a decree of dissolution of marriage.

61. See supra note 60.

support and possession of real assets of the community. Washington provides for a separation contract which may provide for a division of the community property. This property agreement is independent of the dissolution and may survive reconciliation, or even the death of one spouse, absent a showing of an express or implied revocation of the agreement.

In substantial conformity with the provisions of article 155 are the corresponding articles of the Civil Code of Quebec and the French Civil Code. Articles 530 and 536 of the Civil Code of Quebec require a matrimonial agreement before the community is reestablished. There is no retroactive application of this matrimonial agreement; however, the court may make the separation of property retroactive to an earlier date before the filing of the petition for separation. To make a reconciliation effective as to third parties, French Civil Code article 305 requires the reconciled parties to execute a notarized instrument indicating the resumption of community life which is then noted in the margin of the certificate of marriage. The reconciled parties are also required to adopt a new matrimonial agreement to reestablish the community; however, there is no retroactive effect to the matrimonial agreement.

Louisiana, by the automatic imposition of the regime of community of acquets and gains on all spouses who are married in Louisiana or who move to Louisiana (unless affirmative action to the contrary is taken by the spouses), has manifested the state's interest in having its married

64. The implied revocation is based upon the wording of the instrument itself, the circumstances surrounding the transactions and the actions of the parties subsequent to the execution of the instrument. See Garrity v. Garrity, 22 Wash. 2d 391, 156 P.2d 217 (1945); Nelson v. Collier, 85 Wash. 2d 602, 537 P.2d 765 (1975).
65. Quebec Civil Code article 530 provides:
   Separation as to bed and board carries with it separation as to property, where applicable.
   Between spouses, the effects of separation as to property are produced from the day of the application for separation as to bed and board, unless the court makes them retroactive to an earlier date in application of article 498.
   Quebec Civil Code article 536 provides, "Separation as to bed is terminated upon the spouses' voluntary resuming living together. Separation as to property remains unless the spouses elect another matrimonial regime by marriage contract."
67. French Civil Code article 305 (J. Crabb trans. 1977) provides:
   Voluntary resumption of community life puts an end to judicial separation.
   In order to be effective against third parties it must either be verified by a notarized instrument or be the subject of a declaration to the official of the civil status. Mention is made of it in the margin of the certificate of marriage.
   The separation of assets subsists unless the spouses adopt a new matrimonial regime following the rules of Article 1397.
68. Id.
couples live under this regime. The only time this policy is not carried out is after the reconciliation of spouses who have been judicially separated. The spouses for the first time must take positive action to impose the community upon their relationship. It is submitted that to promote the mutuality and sharing of acquets and gains that the community property system entails, the Legislature should enact an amendment to article 155 which would embody the first proposal of Professor Daggett and allow the simple reconciliation of the spouses to wipe out all effects of the judgment of separation including the separation of property. This amendment would provide that if the parties reconciled, the community of acquets and gains would continue as though there had never been a separation from bed and board.

Opponents of the proposed amendment may argue that there are problems with determining when spouses have reconciled; however, Louisiana courts have already decided what constitutes reconciliation. Reconciliation is a question of fact to be determined in each case by "all the activities of the parties and by all of the circumstances of the case." The test is whether under the overall circumstances the parties had a mutual intention "to resume voluntarily their marital relationship."

Creditors should retain the same protection of their rights under this amendment as they have under the present law. In Succession of Griffin, the second circuit held that where the party reinstituted the community by authentic act almost twenty-eight years after were granted a separation from bed and board and some twenty-six years after they reconciled, the reinstatement was retroactive to the date of filing of the original petition for separation. The court dismissed the claims of the heirs that the husband had been incapacitated when the agreement was executed and that the agreement was an attempt to evade forced heirship by giving

71. La. Civ. Code arts. 155, 2331, 2332. Matrimonial agreements may be either by authentic act or act under private signature duly acknowledged. To be effective toward third persons, matrimonial agreements must be filed, for immovable property, in the parish where the immovable property is located, and in the parish of the spouses’ domicile when the concerned property is movable.
72. See supra note 16.
73. See infra notes 74-75 and accompanying text.
76. U. S. Const. art. 1, § 9, cl. 3; U. S. Const. amend. XIV, § 1, cl. 1; La. Const. art. 1, § 23. Civil Code article 155 provides protection for creditors between the time the petition is filed and the judgment of separation from bed and board is rendered.
77. 398 So. 2d 1179 (La. App. 2d Cir. 1981).
the wife one-half the decedent's estate. In conclusion, the court stated: "[T]he Griffin community exists as though it had never been dissolved with the property rights flowing from the community being just as they would have been had there never been a judicial separation . . . ." The effect of the agreement was to change all the property acquired between separation and reinstitution to community property, a result which necessarily affected all creditors who may have relied on the husband being separate in property. If a community can be reestablished and made retroactive after twenty-eight years of living separate in property without any notice or impairment of creditors' rights, then a reconciliation where the parties are living openly as husband and wife will serve as an effective notice to creditors without any impairment of creditors' rights.

As Professor Daggett stated: "The layman does not understand the present rule, which is not strange, as it is illogical. . . . The change might encourage reconciliations." The illogic is demonstrated by the application of article 155 when spouses attempt to reconcile. Since spouses at this point are more enthralled with their romantic relationship rather than with the ironing out of their future economic and property status, the difficulties of reconciliation are compounded by spouses having to return to an attorney and execute a matrimonial agreement which necessarily entails negotiation and agreement of the parties on the various provisions. The deletion of this step would allow the parties to return to their former relationship by a resumption of their marital life and might encourage reconciliation since the haggling over the matrimonial agreement is eliminated. A layman may conclude that since the reconciliation eliminates all the other effects of judicial separation, then necessarily the community is also reestablished. The layman's lack of understanding and ignorance of article 155 may arise under any one of the following circumstances: both spouses think the community continues as always; the spouses may have been told of the requirements of article 155, however, either they forgot what they had been told or did not understand what they were told; or one spouse knows of article 155's requirements and deliberately does not inform the other spouse. Ignorance of the law is no excuse since everyone is presumed to know the law. However, since no formalities are required for reconciliation, there is no opportunity for the spouses to be apprised of the requirements of article 155. Certainly, the effect of article 155 is a trap for the unknowing and innocent spouses who are attempting to reestablish their marital life.

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78. Id. at 1182.
79. See supra note 16.
80. See supra notes 5-6 and accompanying text.