

under the old law unless the deed contained or was accompanied by an enumeration of the property given. Article **786** dispenses with this formality, and article **788** adds further facility for the conveyance of property by gift, by providing that the acceptance of a gift needs no longer to be in express terms, but may be inferred from the deed or from circumstances.

The intention of a testator, or of a donor, to prevent the property bequeathed or given from being alienated by the legatee or the donee, had no effect under our former law unless the deed mentioned some sufficient motive for such intention, or imposed some penalty in case of non-fulfilment. Article **972** frees prohibitions to alienate from these obstructive formalities.

Article **1267** allows minors, provided they are duly assisted, to make in their contracts of marriage all such agreements or gifts, in favor of their future consorts or children, as contracts of this nature admit of. Our former law restricted their right in this respect to certain portions of their property. Although the article has chiefly in view the favoring of contracts of marriage, its effect is also to assist the free disposal of property, and it has for convenience been included in the present category.

But the most important change introduced by the Code in connection with the free disposal of property, is the adoption of the principle that consent alone suffices, without delivery, to convey ownership. This new rule of law, in direct opposition to the old familiar maxim "*traditionibus non nudis pactis, &c.*," and especially its application in positive terms even to third parties, created at first some alarm in the minds of persons who had not brought to bear upon the subject as much study, knowledge, and reflection as the Codification Commissioners had done. Among these may be safely counted the Quebec Board of Trade, which in a laconic petition to the Legislature, "objected" to the then proposed amendment "as tending injuriously to affect the interests of third parties, by offering inducements and facilities for secret and fraudulent transfers of property." That these fears were groundless is sufficiently shown by the experience of over fifty years in France, where the courts have persistently maintained the new doctrine in its full extent, notwithstanding the doubtful wording of the Code Napoleon as regards third parties. That the rule is not a dangerous one