be made in Quebec, with no preceding notarial deed, but evidenced by an ordinary promissory note delivered by the doner to the beneficiary, the promissory note could not be sued upon before the Court. In this particular case, the promise to pay, in order to be valid, should be embodied in a document containing the essential requirements of a notarial gift inter vivos. It would be different, of course, if the usual authentic deed of gift were first made before the Notary and the promissory note issued afterwards, in execution thereof.

Largely because of his acknowledged sancity of the exclusive jurisdiction of the provinces to legislate concerning property and civil rights, it has now been clearly settled by the Judicial Committee of the Privy Council, that insurance is essentially a civil contract. Therefore, notwithstanding the right of Parliament to regulate trade and commerce, jurisdiction with respect to insurance contracts remains vested exclusively with the provincial legislatures. We should note here that the nine Common Law Provinces have adopted virtually uniform statutes in matters of insurance, but that Quebec has decided, until now, to remain governed by its civil code and other local statutes in relation to insurance. However, in the basic principles, there is great similarity between the Code itself and the legislation of other Provinces on the matter of insurance. For, as the Commissioners charged with codifying the Quebec Law have said, in their seventh report, much of the law of insurance finds its origin in the most famous of the great Ordinances of Louis XIV: Colbert's L'Ordonnance de la Marine of 1681, and has developed subsequently in all trading countries in large part as a result of English initiative so that, at the time of codification, a universal body of rulers relating to insurance existed, from which many of the articles of the Quebec Civil Code have been derived.

Certain Quebec lawyers have tole me that the coexistence of these two systems of law in Canada has actually helped to maintain the traditional principles of French law embodied in the French Civil Code in this respect. The Courts of Quebec have apparently declined to apply within their jurisdiction certain modern principles, evolved by the Courts of France and in fact constituting a small body of Judge-made law. These principles are not necessarily based on the Code Napoleon, nor on enacted French statutes. An example of this is the doctrine of "Risque Crée" by which the French jurisprudence has widened the scope of vicarious responsibility far beyond what would appear to have been the intended bearing of Articles 1382 to 1384 of the Code Naopleon itself. While the French Code states that the master is responsible for damages caused by his employees, "dans les fonctions auxquelles ils les ont employés", Article 1054 of the Quebec Code uses an expression which would appear to be very similar, that is, "dans l'execution des fonctions auxquelles ces derniers sont employés". These two texts would appear to correspond to the Common Law expression: "In the course of his employment in his master's service". The French Judges have therefore interpreted the expression "dans les fonctions auxquelles ils les ont employés" as meaning "à l'occasion de leurs fonctions". As a consequence of an application of this doctrine, the case is often referred to of the French decision where a master was found liable for an accident caused by his chauffeur who, after having received a formal order to bring the car back to the garage, decided to use it for his own purposes, in no way connected with his employment and, upon his return, caused the said accident.