defendants that the subscriptions of stock were not *bonâ fide*, and that the land over which the road ran had not been paid for, these grievances do not appear to be established and cannot avail defendants. As to the claim of damages for loss of credit, shaking their credit, and depriving them of the moneys they should have had from the city of Montreal and the Government, these are claims the Court cannot entertain except in a very general way. The defendants are not responsible for the defaults of others. On the 17th of January, 1875, the defendants were put in default to deliver $112,000 of debentures or the money itself, which they could have substituted. A proper demand against them could have been made at that date for the debentures, or for this sum of money. Looking further into the facts and the circumstances of the case, it is impossible for me to believe that the road would have been completed by the 1st of December, 1875, if these debentures now under consideration had been delivered in January, 1875. There were other large corporations in default, rightly or wrongly. Duncan Macdonald was asked on the 16th November, 1878 :—

"Q. Do you state positively that you could have completed it (the road) at your contract prices and with the terms of payment which were stipulated in the contract? A. If the bonds could have been negotiated I believe it could have been done.

Q. Would you not have had to negotiate the bonds in England? A. Of course; what I mean is, if I had the proceeds of the bonds at my credit, if the bonds had been negotiated and the money proceeds thereof put in my hands.

Q. Was the thing either practicable or possible? A. We could not negotiate the bonds.

Q. Is it not a fact that the road is not actually and absolutely completed? A. Yes, it is not fully completed."

As a general rule, in the obligations limited to the payment of a sum of money, damages arising from delay in their fulfilment consist in a condemnation to pay interest. But we must not conclude that in the obligation of a sum of money there cannot be other damages besides the *intérêts moratoires*. C. C. 1077 does not say that. It only provides for the loss resulting from the delay, and for this loss establishes a penalty consisting in the legal interest. But there may be other causes of damages besides simple delay. C. C. 1077 does not provide for them. They fall under the general rule which allows the Court to assess the amount of damages according to the loss really sustained by the claimant. See Journal du Palais for 1879, p. 274, note (4), and authorities there cited.

The conclusion at which the Court arrives is that any damages which the plaintiffs have suffered by the default of 17th January, 1875, so far as proved, are only general, and these are assessed at the sum of $100, with costs as in a first-class action of the Superior Court. This sum does not include any interest, as I do not see that any interest has accrued. These damages are given for the wrong or prejudice suffered by plaintiffs by the non-delivery of the debentures in or after January, 1875.

DeBellefeuille & Bonin for plaintiff.

R. & L. Laflamme for defendant.

COUR DE CIRCUIT.

MONTRÉAL, 19 avril 1882.

Devant MATHIEU, J.

DANSEREAU v. GOULET.

JUGÉ.—1o. *Que le médecin ne peut, par son propre témoignage, prouver la réquisition et l'existence des soins que ses patients nient avoir reçus de lui.*

2o. *Que s'il ne prouve, par un témoin compétent, la réquisition de ses services et qu'iceux ont réellement été rendus, son action sera déboutée.*

3o. *Que lorsque les services du médecin sont admis ou s'il est prouvé, d'après les règles ordinaires de la preuve, qu'ils ont été rendus, il sera, en ce cas seulement, cru à son serment, quant à la nature et à la durée des dits services.* (C. C. Art. 2260, No. 7.)

Le demandeur, médecin, réclamait par son action la somme de $16.50. Partie de cette somme était pour soins donnés à l'épouse du défendeur avant son mariage, et dont le demandeur prétendait le défendeur responsable.

Par son plaidoyer le défendeur repoussa non-seulement la responsabilité de la dette telle que réclamée, mais en niait de plus formellement l'existence.

Le demandeur assermenté, déclara cependant que la somme réclamée lui était légitimement due; que non-seulement il avait rendu les services en question, à la réquisition du défendeur, lui-même, mais que celui-ci avait de plus formellement promis lui en payer le prix.