*COURT OF QUEEN'S BENCH — MONTREAL.**

*Community—Gift of immovable property made to consorts jointly by ascendant of one of the consorts—Effect of—Art.* 1276, *C. C.—Opposition—Distribution of money.*

HELD:— 1. That the gift of immovable property by a father to his daughter and her husband, jointly, is deemed to be a gift to the daughter alone (C.C., Art. 1276); and so where a judgment against the son-in-law is registered against property so given, there is no hypothec, the title not being in the son-in-law.

2. When money is before the Court for distribution, the real question is as to the party entitled to it—and not the regularity of the proceedings by which it was procured.

3. An unpaid creditor can raise the question as to the real owner of the property sold in execution, and claim the proceeds, although the real owner be silent.—*St. Ann's Mutual Building Society & Watson*, Monk, Ramsay, Tessier, Cross, Baby, JJ., Nov. 28, 1882.

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*SUPERIOR COURT—MONTREAL.*†

*Physician—Proof of services—Art.* 2260, *C. C.,* 32 *Vict.* (*Q.*), *c.* 32, *s.* 1.

HELD:—In an action by a physician for professional services to defendant's wife, where it was admitted by the defendant that he had employed the plaintiff previous and up to the date of the account sued for, and that he was aware of the attendance subsequently, that the oath of the physician was admissible, under Art. 2260, C. C., as amended by 32 Vict. (Q.), c. 32, s. 1, (R. S. Q. 5851), to make proof as to the nature and duration of the services. *Dansereau* v. *Goulet*, 5 Leg. News, 133, distinguished.—*Baynes* v. *Brice*, in Review, Johnson, Doherty, Jetté, JJ., Sept. 29, 1888.

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*Negligence causing fright or nervous shock—Damages—Immediate and direct consequence—Responsibility.*

HELD (affirming the decision of Davidson, J., M. L. R., 4 S. C. 134):—That damage resulting from fright or nervous shock unaccompanied by impact or any actual physical injury, is too remote to be recovered. And so, where a miscarriage resulted from a nervous shock caused to the plaintiff by the fall of a bundle of laths (which occurred through the defendant's negligence) near the spot where the plaintiff was standing, it was held that the damage was too remote to be recovered.—*Rock et vir* v. *Denis*, in Review, Johnson, Taschereau, Mathieu, JJ., (Mathieu, J., diss.), Dec. 22, 1888.

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*Evidence—To establish that indorser of note was not to be bound by indorsement—Art.* 1234, *C. C.*

HELD:—Parol evidence is inadmissible, under Art. 1234, C.C., on the part of the indorser of a promissory note, to establish an agreement pleaded by him, that he would not be required to pay the note.—*Decelles* v. *Samoisette et al.*, in Review, Johnson, Doherty, Jetté, JJ., Sept. 29, 1888.

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*Evidence—Admission of testimony to prove that debtor was granted a delay—Arts.* 1233-1235 *C. C.*

HELD:—The fact that an extension of time was given by a grocer to a customer, for the payment of the grocer's account for goods sold and delivered, may be proved by testimony, where no writing exists which would be contradicted by such testimony.—*McGarry* v. *Bruce*, Johnson, J., Sept. 29, 1888.

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*Accident Insurance—Partnership—Dissolution—Interest of retiring partner.*

The life of *J. S. McLachlan* was insured against accident, as one of the members of the firm of *McLachlan Brothers & Co.*, the insurers (defendants) undertaking to pay the sum of $10,000, within 90 days after the death of one of the persons named in the policy, to the surviving representatives of the firm. By one of the provisions of the policy it was stipulated that when a member left the firm, the insurance should cease on his person. *J. S. McLachlan* ceased to be a part-

* To appear in the Montreal Law Reports, 4 Q.B.

†To appear in Montreal Law Reports, 4 S. C.