differed only in language, and that the reasoning of recent decisions of the French Courts on the corresponding art. 1384, ought to be applied, the prior decisions of the Canadian Courts notwithstanding. The result is to apply a principle thus formulated by Fitzpatrick, C. J., in *Doucet's* case:—"Celui qui perçoit les émoluments procurés par une machine susceptible de nuire au tiers, doit s'attendre à réparer la préjudice que cette machine cause—*ubi emolumentum ibi onus.*" Art. 1054 must be held to raise a presumption of *faute* against the defendant Company as the basis of responsibility "non seulement du dommage qu'elle cause par sa propre faute, mais encore de celui causé...par les choses qu'elle a sous sa garde". In other words, the fact of the accident supplies all the proof of negligence, which it is necessary for the plaintiff to give.

It seems plain that both these trains of reasoning start rather from the text of the Code Napoléon as interpreted by French Courts and the general purisprudence of Quebec than from the very words of art. 1053 and 1054 themselves. Natural as this may be, the statutory character of the Civil Code must always be borne in mind.

"The connexion between Canadian law and French law dates from a time earlier than the compilation of the Code Napoléon, and neither its text nor the legal decisions thereon can bind Canadian Courts or even affect directly the duty of Canadian tribunals in interpreting their own law." *Maclaren* v. *Attorney General for Quebec* (1).

Thus, however, stimulating and suggestive the reasoning of French Courts or French jurists upon kindred subjects and not dissimilar texts undoubtedly is, "recent

(1) [1914] A. C. at p. 279.