owners West of England, etc., Company v. *Ashford*, on the thirtieth of October, and the learned judge seemed inclined to decide in the contrary sense to Mr. Justice Field, but, on being told that the decision of Mr. Justice Field was supported by one of Mr. Justice Chitty, in *The Atlantic Mutual Fire Ins. Co.* v. *Huth*, on the twenty-first of December, 1883, Mr. Justice Pearson felt himself obliged to follow those authorities, which, he said, were too strong for him. It appears, however, that *Atlantic, etc., Co.* v. *Huth* was not a decision at all upon the date from which the interest ran, but upon the question whether, on the facts of the case, any interest at all ought to be paid on the costs or not. The point that the interest ought to run from the date of the judgment does not appear to have been argued or suggested, and Mr. Justice Chitty is stated to have said that interest ran by statute from the date of the certificate, and that the usual four per cent. interest must be paid from that date. But for the reference to *Atlantic, etc., Co.* v. *Huth*, it seems very probable that the decision of Mr. Justice Pearson would have been in accordance with that in *Schroeder* v. *Cleugh*, so that, so far from the point now being a settled one, as would appear at first sight to be the case, it must be regarded as more doubtful than ever, and in an eminently fit condition for the handling of the court of appeal.—*Law Times.*

JURISPRUDENCE FRANÇAISE.

Assurances terrestres—Propriétaire assuré—Locataire—Clause subrogative de l'assureur aux droits de l'assuré—Cession de créance—Sinistre—Saisie-arrêt—Validité.

La clause d'une police d'assurance contre l'incendie, par laquelle l'assuré déclare subroger, de plein droit, l'assureur dans tous ses droits, actions et recours contre les tiers à raison de l'incendie, ne vaut pas au profit de l'assureur comme subrogation, mais comme cession de droits éventuels et aléatoires soumise à la seule condition de l'évènement de l'incendie des meubles assurés.

Mais la dite cession étant parfaite par le seul fait de l'évènement de l'incendie, l'assureur est en droit d'exiger des tiers, notamment des locataires responsables, aussitôt cet évènement, le paiement, entre ses mains, de la somme due pour le dommage éprouvé par le propriétaire assuré, sans être tenu de justifier de l'acquit préalable de l'indemnité aux mains de ce dernier.

Une saisie-arrêt pratiquée pour procurer ce paiement ne peut donc être annulée par l'unique motif que l'assureur, qui l'a formée, n'aurait pas préalablement désintéressé le propriétaire incendié.

(3 *fév.* 1885. *Cass. Gaz. Pal.* 21 *fév.* 1885.)

Testament olographe—Signature—Défaut—Ecrit enfermé dans une enveloppe signée—Nullité.

L'apposition de la signature est une formalité essentielle du testament olographe, et la seule qui atteste que l'écrit n'est pas un simple projet, mais bien un acte définitif. Par suite, doit être considéré comme nul l'écrit non signé émané du défunt, bien qu'il soit contenu dans une enveloppe gommée dont la suscription, indiquant qu'elle contient un testament, a été datée et signée par le *de cujus*. L'enveloppe n'est en effet réunie au testament par aucun lien matériel et nécessaire et n'en est pas partie intégrante.

GENERAL NOTES.

The *Law Times* (London) says: "The Lord Chancellor is evidently no believer in codification of the law. He holds out to the commercial world practically no hope that any branch of the law affecting them will be codified under government supervision. We shall not regret it if the present government avoids the great duty. They blunder with so much persistency, that we should like to see fresh minds brought to bear. With the Master of the Rolls or Sir Farrer Herschell on the woolsack, matters would assume a very different aspect."

A correspondent of the London *Times* writes: "Now that the subject of Imperal Federation is occupying the attention of the powers that be, will you kindly allow me space for a suggestion? The want of a system of reciprocal legal procedure between the mother country and the colonies, as well as between the colonies themselves, has been a long-felt evil, and I venture to think that, with the increasing commercial relations the time has now arrived, and the opportunity too, when some steps should be taken to remedy the evil. A debtor, who now betakes himself to another colony with a letter of credit on a bank there, has only to withdraw his balance from his local bank and remain where he is, and his creditors find themselves foiled. The evil is, however, not confined to cases of contract, but abounds in cases of tort, where the wrong doer finds an easy escape from the consequences of his acts, provided they are not criminal, by taking a ticket for 'the other side.'"