

Il ne peut donc, en ce cas, et alors qu'il n'a formulé aucune réclamation contre les associés personnellement, utilement opposer, du chef de sa créance contre la société, l'exception de compensation à l'action du syndic de la faillite personnelle de l'un d'eux, tendant au paiement de la créance du failli. (20 av. 1885, *Cuss.*—*Gaz. Pal.*, 6 mai 1885).

1. *Testament olographe—Erreur de date—Rectification—Énonciations du testament insuffisantes*—2. *Fausseté de la date*—3. *Testament antérieur—Action en nullité du second testament*.

L'erreur de date, dans un testament olographe, alors d'ailleurs que les énonciations du dit testament ne permettent pas de la rectifier d'une façon certaine, équivaut à l'absence de date, et emporte nullité.

La fausseté de la date, alors même que l'écriture n'est pas méconnue, peut être justifiée, par la partie intéressée à faire prononcer la nullité du testament, par des preuves tirées des énonciations du testament lui-même, sans qu'il soit nécessaire de recourir à la voie exceptionnelle de l'inscription de faux.

Un testament olographe, nul pour erreur de date, ne peut valoir comme révocation d'un testament antérieur.—Le légataire universel, institué par un premier testament, est donc recevable à invoquer ce moyen de nullité contre un second testament, dont les dispositions auraient pour effet de faire disparaître ou de restreindre les effets de son institution.

(24 janv. 1885. *Cour d'Appel de Nancy. Gaz. Pal.*, 16 mai 1885).

RECENT U. S. DECISIONS.

Logs and Lumber—Conversion—Measure of Damages—Mistake.—Where logs are by mistake, and without any wilful or negligent trespass, cut from the land of another and hauled down and into a creek, several miles from the land, the measure of damages will be the value of the property on the land when cut, and not the value of the logs delivered in the creek. Supreme Court of Michigan, June 10, 1885.—*Ayres v. Hubbard*.

Physician—Privilege.—The New York statute making information acquired by the physician in his professional capacity privi-

leged and prohibiting its disclosure unless expressly waived by the patient, is founded on public policy, and its provisions can not be waived except as expressly provided. The prohibition remains in force after the death of the patient as well as during his life, and an executor or administrator is not a personal representative of the patient in such a sense as to authorize him to waive it. He represents simply in respect to rights of property. Court of Appeals, New York, April 14, 1885.—*Westover, Respt., v. Ætna Life Ins. Co.*, Applt.

GENERAL NOTES.

The death of Mr. Frederick A. Andrews, Q.C., occurred at Quebec, July 6. Mr. Andrews was a very old practitioner, and occupied an honorable position in the profession at the Ancient Capital. He was admitted to practice in 1825, and was the senior member of the firm of Andrews, Caron & Pentland. He was father of Judge Andrews who was appointed recently to the Superior Court bench. The deceased had attained the ripe age of 82.

Sir Hardinge Giffard is probably the first Lord Chancellor of modern times who made his reputation at the Court which now goes by the name of the Central Criminal Court, although many of his predecessors have distinguished themselves as advocates in criminal cases without, like him, having been constant attendants at the great Crown Court of the metropolis. The new Lord Chancellor bears the same name as the last Chancellor of William the Conqueror—a name borne also by four judges of the Plantagenet period (two of whom were Chancellors) and by the late Lord Justice Giffard.

When the Adams-Coleridge cases came before the Court of Appeal, the following memorandum of settlement was read by the Attorney-General:—"In relation to the causes of action in both actions, it should be left to (some person of eminence to be agreed upon) to determine whether compensation and of what amount should be paid to Mr. Adams. In addition to the above settlement, Mr. B. Coleridge, while unreservedly withdrawing the charges made in his letter of 11th December, 1883, states most positively that they were made on his part in perfect good faith on statements made to him, and Mr. Adams is happy frankly to accept such assurance. Lord Coleridge desires, and has long desired to say, that whatever construction may have been placed upon anything he has written or said, he thinks it due to Mr. Adams to withdraw any language which might be construed as casting imputations upon his character or motives. Lord Coleridge can not regard it as being necessary to say that he has never intended to cast any reflection upon the conduct of his daughter. It has been agreed that Miss Coleridge shall be replaced in the same pecuniary position as she would have been in if these misunderstandings had not arisen, Lord Coleridge being perfectly willing to make the suitable provision of £600 per annum by way of allowance to Miss Coleridge."