

his wife was signified to the tiers-saisie on the 17th of February, 1916; that when the defendant signed the said appropriation, the saisie-arrêt had not been served upon him;

“Seeing art. 7381 of the R. S. [1909];

“Considering that the appropriation by the insured of an insurance policy for the benefit of his wife is made by a declaration in writing endorsed upon, or referring and attached to the policy appropriated and a duplicate of the declaration must be filed with the company, which issued the policy, and a note of the fixing of such duplicate must be endorsed by the company on the policy or on the declaration, and that these formalities were not fulfilled in regard to the appropriation of the insurance policy in question in this case at the time of the service of the seizure herein;

“Seeing art. 1571 of the C. C., and *Pinsonneault v. Coursol* (1);

“Considering that, as regards third parties, the transfer of a claim is not perfected *solo consensu*, but it is requisite for its completion that the transfer be signified to the debtor or accepted by him, and that at the time of the seizure herein, the tiers-saisie had not received notice of the said transfer by defendant to his wife or accepted the same, so that, as regards plaintiff-respondent, defendant's rights in and to the insurance policy in question herein, had not passed from him, and the tiers-saisie was still defendant's debtor, and the seizure was good and valid;

“Considering that it is not proved that at the time of the said seizure plaintiff's judgment claim had been paid in full;

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(1) [1908] 18 K. B., 200.