

an action. The Article 2,173 is absolute in its terms. The plaintiff, therefore, was bound to have renewed the registration of his "real right"; and not having done so within the period allowed by law, his right becomes of no effect, as against the opposants, whose deed was regularly registered. These words "regularly registered" can only mean regularly registered, as required by Article 2172, and if not so registered, the effect of the omission, must, in my opinion, be that which is declared by Article 2173. As regards the Article 2074, under which the plaintiff claims a right to proceed, the object of that Article, I hold, was to protect a creditor in the exercise of hypothecary rights that he possessed, not to give him rights that he did not possess or that he had lost. The article decides nothing as to whether in a given case, a creditor has, or has not, a hypothecary right which he can enforce against a third party: that is left to be decided by other articles, and notably by Art. 2173; but supposing him to have such a right, Art. 2074 will protect him in the exercise of it. If the right does not exist, or has been lost, there is nothing left to protect, and Art. 2074 becomes then of no use. The plaintiff's contestation could only be maintained by holding that he has a hypothecary right available against third parties, notwithstanding the non-renewal of registration; but how could such a holding be supported in the face of Art. 2173? If, then, the plaintiff had no hypothecary right available against the opposants, his hypothecary action unsupported by a hypothecary right can have no effect against them. Therefore, on the whole, I am of opinion that the right of the creditor arising from the exercise of the action under Art. 2074, must be subordinated to the later enactment contained in articles 2172 and 2173, and the opposition must be maintained, and the contestation dismissed as respects the one-half of the property that is in question.

There was another and totally distinct ground of contestation urged, viz., that the last deed to the opposants was fraudulent and without consideration; but the proof made, as far as it goes, is directly opposed to that pretension. There is no attempt made to set aside the deed, and no allegation of the insolvency of the vendor, and under Art. 2085,

knowledge by the opposants of the plaintiff's unregistered rights would have no effect.

*Lunn & Cramp*, for opposants.

*Geoffrion & Co.*, for plaintiff contesting.

### *LIBEL BY POST CARD.*

A novel question has recently been decided in the Irish High Court of Justice, in the case of *Robinson v. Jones*, involving a libel communicated by postal card. The defendant was a trader, and the plaintiff, one of his customers, owed the defendant a sum of money, for the payment of which the defendant applied to him. The plaintiff being unwell, directed his wife to write to the defendant, sending him at the same time money in part payment of the sum due. The defendant, in reply to this letter, wrote in reference to the balance, on a post-card (which was transmitted to the plaintiff through the post-office) the libellous matter complained of. On demurrer to a plea of privileged communication: *Held*, that the court should take judicial notice of the nature of a post-card, and that the publication could not be taken as necessarily limited to the plaintiff. *Held*, further, that, assuming the defendant to have an interest in writing the alleged libel, a communication transmitted by means of a post-card is not privileged. The libellous matter was as follows: "Dr. Robinson, Skibereen. 83 Grand parade, Cork, February 1, 1879.

"1877.—To amount for goods as

rendered ..... £1 16 2

" By post-office order on

account ..... £1 8 1

0 8 1

"Sir—Your plea of illness for not paying this trifle is mere moonshine. We will place the matter in our solicitor's hands if we have not stamps by return, if it cost us ten times the amount. T. Jones & Sons." The innuendo put upon this communication by the plaintiff was that it meant that the plaintiff falsely pretended that he was prevented by sickness from paying the defendants' demand, and that the alleged sickness was a mere invention and sham; and that the plaintiff was an untruthful person, and unable to discharge his debts, by reason of which the plaintiff had been injured in his character, credit and reputation,