machine from the place where it was to his own garage for three days, the reason is not made evident, but this, in my judgment, may be considered one of those inconsiderable failures in a promissory representation which under art. 2489 does not affect the validity of the policy.

The office of the Court in these matters is not to search with care for the purpose of discovering some act or omission or negligence or error, which may possibly relieve the insurer from liability; it is rather to examine all the circumstances of the case and to carry out, as far as possible, the terms of an annexed contrat between the parties and to give the assured the value of the premium, which he has paid.

There can be no doubt that the proof establishes that the fact that the automobile in question was in the premises of Ledoux from the 14th to the 27th of March, was covered possible by the precise language of the policy and the only objection, which the defendant can raise was that it remained four days in those premises after the insurance at that time, when according to the representation of the policy, it should have been at No. 82 Villeneuve Street. I think the Court below was right in refusing to invalidate the policy on that ground.

There is another plea raised by the defendant that the said Desmarais represented that the automobile had been fully paid, whereas it was not so in fact, and it does appears that the sale was made and the fully property of the automobile conveyed by Ouimet to Desmarais, upon payment of a certain portion recognized as cash and upon the giving of promissory notes to the extent of $450, but no lien was reserved upon the automobile by the vendor.

It is true that it has been held that a promissory note if unpaid at maturity is not payment. As I have said be-