

This portion of the article indicates, in my judgment, clearly that the collocation of the personal debt was in question in the article and not anything relating to the validity of the privilege. The privilege existed by that registration under the conditions required by the law, but would be extinguished unless the creditor had taken his action to recover his claim during the year. This is rendered evident by the last line of the article in which it says, "ou à moins qu'un plus long délai pour le paiement n'ait été stipulé dans le contrat".

The object of the article was undoubtedly to provide that creditors of these privileged obligations could not be allowed to permit the obligation to remain unpaid and thereby keep the property burdened with their privilege.

The action in question was clearly an action to recover the debt and had no relation to the validity or to the extent of the privilege, so that even if the action actually taken as appears by the declaration of record, was an action in which the debt was demanded, even if that point had been in issue, the judgment would still have been right.

I am to confirm.

BABINSKY v. J. C. WILSON, LIMITÉE.

Responsibility—Automobile truck—Collision—Damages—Burden of proof—C. C., art. 1053 ; 2 Q. R. S., [1909], art. 1406 ; 3 Geo. V, ch 15 art 3.

Mr. Justice MacLennan.—Superior Court.—No 1168.—Montreal, June 13, 1918.—A.-W. Mushstock, attorney for plaintiff.—Stewart and Stewart, attorneys for defendant.