in and by said judgment, it is alleged that the service of the action cannot be part valid and part null. If we look at the amendment above referred to, it reads thus: "In every action on an account, the account must be "served with the declaration on pain of nullity of the "service of the action, unless it has been deposited with "the fiat at the office of the Court." It will be remarked that the amendment begins with the words "In every action upon an account". This action is not upon an account, but only partially upon an account, and it is only, from the wording of the amendment, when and where the action is wholly upon an account that the nullity of the service and the dismissal of the action can take place.

No rule of interpretation of law, no established jurisprudence, nor no good sound reason could make one understand that because a detailed statement of an account amounting to in the vicinity of $4,000, forming part of an action of $19,000 had not been served upon defendants with the declaration it could in any way annul the service of the balance of the action and amount sued for which was upon promissory notes and as to the amendment quoted under art. 123 "In every action on an account" there is and can be no doubt if the $19,000 was on an account and no details were given, the article would apply and the amendment would also apply, but in the case we have at present where three-fourths of the action is upon promissory notes, it does not and cannot come within the scope of art. 123 as amended and it cannot be claimed that the action in question is in the words of the statute: "In every action on an account". This is not an action upon an account, but only partially so, and therefore the amendment in question can have no application and de-