with the code, for their system differs essentially from ours. Their renewal is prescribed by a very short article, 2154: "Les inscriptions conservent l'hypothèque et le privilége pendant dix années à compter du jour de leur date; leur effet cesse, si ces inscriptions n'ont été renouvellées avant l'expiration de ce délai." Now, the discussion there arose as to whether this meant that a new inscription should be made as directed by article 2148. And the *arrêts* I have referred to are the judicial answer to the question of what it was necessary to do. Here, however, our legislative attention being specially directed to the Code Napoléon, we deliberately devised a system totally different, and which lays down an explicit procedure which must be followed. The party desiring to renew gives the registrar a notice specifying the particulars of the deed to be renewed. This notice is inscribed at full length in a new book, and its inscription is indicated in an index. In addition to this the registrar is obliged to enter on the margin of the original inscription a mention of the renewal. It is quite obvious that a man perfectly conversant with the requirements of the law might follow its behests to the letter for all that he desired to know and never discover that there was a re-registration. That is, he might look at the old inscription which he knew of, and no note in the margin would tell him that that hypothec had any effect (2082). He might turn to the index of renewals and find it totally blank. He might go to the registrar and demand a copy of the deed registered, but no marginal entry would testify to the renewal (2178), or that the deed was other than it seemed, an hypothec which had no effect. Nothing but a full search, which no one is bound to require if he only desires to know a particular fact, would have disclosed the new inscription by Faille's deed. In France it appears that the party is obliged to make a general search, and, therefore, he cannot fail to find the warning. But we are told, a party to the deed, like respondent, knew, and so forth. But under our law, it is not a question of good and bad faith. With us knowledge is nothing, and, therefore, we are not perplexed like the Cour de Limoges when it ruled: "Le renouvellement d'une inscription hypothécaire est valable bien qu'il ne mentionne pas l'inscription renouvellée. Il en est ainsi surtout vis-à-vis des créanciers qui ont connu l'inscription primitive, et qui n'ont pu dès lors éprouver aucun préjudice de son défaut de mention dans le renouvellement." (Sir. 14 Av. 1848.) It would be impossible to distribute the money arising from a sale if we were to admit this mistaken doctrine of equity. Registration is not the only institution of the law where real rights are lost by *laches;* for instance, the omission to give notice of protest to an endorser, relieves, not because he suffers by not being notified, but because he *may* suffer. I am therefore to confirm.

I may remark, there is a little difficulty which might perhaps be serious under certain circumstances, but which was not raised in this case, and which has no effect on the judgment rendered. Faille's deed gives an incorrect date as being that of the one it evidently intends to refer to.

Judgment confirmed.

Geoffrion, Rinfret & Dorion for Appellants.
Beique & McGoun for Respondent.

COURT OF QUEEN'S BENCH.

MONTREAL, Jan. 25, 1884.

DORION, C.J., MONK, RAMSAY, CROSS, BABY, JJ.

TANSEY (contesting collocation), Appellant, and BETHUNE et al. (collocated), Respondents.

Costs—Privilege—Art. 606, *C.C.P.*

Where a defendant in an action of damages which has been dismissed with costs, causes an immoveable belonging to the plaintiff to be taken in execution and sold by the Sheriff, he has a right to be collocated by privilege on the proceeds of sale for his costs of suit as well as for the costs subsequent to judgment.

The judgment appealed from, Superior Court, Montreal (Jetté, J.), maintained the collocation of respondents for their taxed costs in an action, *Emerson* v. *Darling* et al., in which the respondents appeared as attorneys for the defendants, and obtained the dismissal of the action with costs.

The appellant, a hypothecary creditor, contested the collocation on the ground that