

mises, then no person who had leased, say a factory, and taken possession, could buy any machinery or tools in that factory and ever escape or be relieved from the privilege until the debt was paid or extinguished by prescription. This I cannot believe was the intention of the law, nor is it the spirit of our law, and I should confirm the judgment.

"Emmans vs Savage, 24 S.C., p. 104, Mathieu, J.—"In this case the tenant placed his goods in store with his landlord, to guarantee rent due. The lessee was not the owner of the goods; it was held that there was no valid pledging, the pledger not being the owner, and it was further held that though the landlord was in possession of the goods yet he lost his privilege by not issuing *saisie gagerie* in eight days."

Dessaulles & Garneau, avocats du demandeur.

Perron, Taschereau, Rinfret & Genest, avocats de l'intervenante.

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NOTES.—The lessor loses his right to seize by process of *saisie-gagerie* the things which are subject to his privilege, after the expiration of eight days from their removal from the premises, even if the things have been fraudulently given in pledge by the lessee. S. C. 1895, *Doherty, J., Cuddy vs Kawn & Thomas*, 2. j. b. 9 S. C. 32.

Le privilège du locateur cesse lorsque ce locateur n'a pas fait saisir les meubles qui garnissaient les lieux loués dans les huit jours après leur déplacement, et ce alors même que le locataire, non propriétaire de ces effets, les aurait remis au locateur à titre de gage, et le véritable propriétaire de ces effets peut les saisir—revendiquer entre les mains du locateur.

Dans l'espèce, un marchand, à qui les meubles ont été confiés en dépôt, doit être considéré comme le dépositaire de ces meubles et peut réclamer du propriétaire des meubles la valeur de tel dépôt. C. N. 1903, *Emans vs Savage & Fraser & al. R. J. Q.* 24 C. S. 105.