

1. The Court cannot take into consideration matters which are not in issue between the parties.

2. The words, in art. 2013b C. C. concerning the privilege on immoveable with registration: "unless a suit be taken in the interval, or unless a longer delay for payment has been stipulated in the contract," refer to an action by the creditor to recover his claim during the year and not to anything relating to the validity of the privilege. (1)

The judgment of the Superior Court, which is affirmed, was delivered by Mr. Justice Monet, on October 31, 1917.

The 9th of December 1914, the immoveables, official numbers 454-sub. 1, 2, 3, 4 of the Village of Hochelaga, belonging to the insolvent, were sold by the sheriff for the sum of \$23,000.

In the distribution of that amount, the creditor Rechman was collocated for \$950 on a privilege of builder and supplier of materials.

This collocation was contested by the contestant, Dame Daoust.

The grounds of the contestation and the issue joined are explained in the following judgment and notes:

*Judgment of the Superior Court*:—"Considérant que le créancier colloqué a prouvé la légitimité de sa créance; qu'il a fait enregistrer un privilège sur l'immeuble susdit no 545-1-2 & 3, dès le 15 décembre 1914, déclarant dans son enregistrement qu'il a travaillé depuis le 11 juin jusqu'au 14 décembre 1914, à la complétion de travaux d'électricité nécessaires à ladite construction;

"Considérant que le 15 décembre 1914, le créancier colloqué a donné un avis écrit au failli de l'enregistrement

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(1) See *Demers v. Byrd*, [1912] 21 B. R., 330.