

after the mis en cause becoming proprietor of all the appareil of the theatre, disposed of it to other persons.

Thereupon defendant's plea of *puis darrein continuance* on the ground that by the action of the plaintiff, he had put it out of his power to put the defendant back in the same position as he was before the passage of the deed, in the event of the plaintiff succeeding in his action to cancel the deed between them. The plaintiff being examined upon this plea by the defendant, admitted fully that it was now out of his power to restore to the defendant the goods which had been purchased under the contract which the plaintiff is seeking to cancel.

The judge held, in my opinion, quite rightly that this act on the part of the plaintiff, precluded the possibility of his success in the present action.

I believe that judgment to be completely sound and I am to confirm.

**WAXMAN, insolvent v. GIROUARD and VALENTINE,
curators, RECHMAN, collocated creditor, and
dame DAOUST, contestant.**

**Privilege—Builder—Supplier of materials—Regis-
tration—Action—Issue between parties—C. C.,
art. 2013b—C. P., art. 82, 113.**

Archibald, Acting Chief Justice, Letellier and Lane, JJ.—
Court of Review.—No 58.—Montreal, June 5, 1918.—J.-N. Dé-
carie, attorney for collocated party.—Louis Boyer, K. C.,
attorney for the contestant.