company presented a petition for winding up and then assigned his debt and the right to prosecute the petition to another, it was held to be invalid; and an order made for winding up, at the instance of the assignee, was reversed: *In re Paris Skating Rink Co.*, 5 Chy.D. 959. But the purchase of shares in a company for the purpose of instituting a suit to restrain the company from carrying out any agreement alleged to be illegal, was held not to be maintenance: *Hare* v. *London & N.W.Ry. Co.*, Johns. 722; and an assignment by a legatee of his legacy was upheld, though made for less than it was worth to a person who bought it for the purpose of enforcing payment by suit: *Tyson* v. *Jackson*, 30 Beav. 384. But though an infringement of a right of litigating is in some cases void, yet the law allows the assignment of *choses in action*, not only in the case of negotiable instruments which are assignable by the law of merchant, but also other *choses in action*, which by the common law were not assignable, R.S.O., c. 122, ss. 6-12; and the assignee is entitled to sue for the recovery of the *chose in action* assigned in his own name. But this Act does not make valid a voluntary assignment made merely for the purpose of enabling the assignee to sue, on the understanding that he was to share in the proceeds secured, *Re Cannon, Oates* v. *Cannon*, 13 O.R. 70; but the assignor on a re-assignment being made to him may, notwithstanding the previous champertous assignment, recover the *chose in action, Re Cannon, Oates* v. *Cannon*, 13 O.R. 705, and it has been held that the conveyance of property either voluntarily or for value, which the grantor has previously conveyed by a deed, voidable in equity, is not void on the ground of champerty; and that the right of instituting a suit to set aside the previous voidable deed passes to the grantee: *Dickinson* v. *Burrell*, 1 Eq. 337. In that case the grantor after making the voidable deed, executed a voluntary settlement of the property in trust for himself for life, with remainder to such children as he should appoint and in default of appointment for all his children, and it was held that the children were entitled to maintain a suit to set aside the voidable deed.

So also assignments by trustees in bankruptcy of *choses in action* of the bankrupt though in litigation to a purchaser for value or to a creditor, and though made for enabling the assignee to carry on the litigation for his own benefit, or for the benefit of himself and others, are not void on the ground of maintenance: *Seear* v. *Lawson*, 15 Chy.D. 426; *Guy* v. *Churchill*, 40 Chy.D. 481. A party prosecuting his claim to a fund in Court, and to which he was ultimately found entitled, mortgaged it *pendente lite* to enable him to carry on his claim, and the mortgage was held to be valid and not to savour of champerty or maintenance: *Cockell* v. *Taylor*, 15 Beav. 103.

Where unlawful maintenance has been practised the party injured has, as we have said, a right of action against the unlawful maintainer for the injury he has sustained, and where the injured party has succeeded in the action unlawfully maintained, he will be entitled to recover against the unlawful maintainer all the costs that he has been put to: *Bradlaugh* v. *Newdegate*, 11 Q.B.D. 1; and see *Harris* v. *Briscoe*, supra; but as we have already seen, the fact that the action is being unlawfully maintained by some third party, does not of itself constitute a defence to the action; see *Elborough* v. *Ayres*, 10 Eq. 267; nor yet does the fact