whether a creditor had a right to intervene in a cause to protect his rights was susceptible of little difficulty. It was done constantly in the Court below, but it has seldom been done in this Court. But if a party had a right to intervene in the Court below in order to protect his interest, there was no reason why he should not have the same right here. In fact, in France, this occasioned no difficulty whatever; creditors take new conclusions in appeal, and although our practice was somewhat different, the Court saw no reason why a creditor should be deprived of the right to intervene here. It was said that Wylie did not prove that he was a creditor. But he made *prima facie* proof by producing his deposit book, and he swore to it.

The next point was as to his right to have the appeal quashed. An appeal was given in insolvency cases by the 128th Section of the Insolvent Act of 1875, in these words:—"In the Province of Quebec all decisions by a Judge in Chambers, in matters of insolvency, shall be considered as judgments of the Superior Court, and any final order or judgment rendered by such Judge or Court may be inscribed for revision or may be appealed from by the parties aggrieved in the same manner as they might inscribe for revision or appeal from a final judgment of the Superior Court, in ordinary cases, under the laws in force when such decision shall be rendered." Under the Insolvent Act of 1875, it had been decided repeatedly that an appeal lies only from final judgments, and that there is no appeal from an interlocutory judgment or order. Now, the judgment from which this appeal had been taken was a judgment simply ordering that the creditors should be called together, and not deciding whether the compulsory writ of attachment had been well taken. The Judge was not bound to follow the opinion of the majority. It was a mere question of procedure. The Judge merely wished to see what the creditors thought it was for their interest should be done, whether the Bank should be wound up at once, or whether the business should go on. The order that the meeting should be called was a mere precautionary measure, and decided nothing as to the merits of the case. Therefore, in every sense this judgment was only an interlocutory judgment, and the Judge himself characterized the judgment as being a mere preliminary order. But the appellants say this: although under the Insolvent Act of 1875 we would have no appeal, yet by the subsequent Act of 1876, 39 Vict., c. 31, applying the Insolvent Act to banks, the appeal had been extended, so that now there is an appeal *de plano* from any order or judgment given by the Judge; section 12 is as follows: "The appeal provided for by the 128th section of the said Act (Insolvent Act of 1875) shall extend to all orders, judgments or decisions of the Judge." So that the matter now stands thus:—By section 128 of the Insolvent Act there is an appeal as regards final judgments; that Act was extended to banks, and as regards banks there is to be an appeal from every order, judgment or decision.

But then another question comes up. Suppose there is an appeal from all orders, &c., is a party to take an appeal *de plano* from an interlocutory order? The appellants contended that they were not obliged to apply here; that they had the same right as in the case of a final judgment. After a good deal of consideration the Court had come to the conclusion that this was not the proper interpretation of the law. Section 12 must be interpreted in the same way as if it had been inserted in section 128, and if the two be read together the Court came to the conclusion that although where a bank is concerned there is an appeal from all orders or decisions of a Judge, yet the appeal must be taken under the ordinary rules of procedure. His Honor cited Dwarris, in support of the proposition that the later Act should be taken as incorporated with the former. Now, in this case the Mechanics' Bank did not apply to the Court, did not obtain leave to appeal, and the appeal had not been properly taken. It might be remarked that if the construction of the law was as pretended by the appellants, there would have been an end to putting banks into insolvency, because at every step an appeal might be taken *de plano*, and the proceedings delayed as long as the bank pleased. This being the view taken by the Court, the writ of appeal would be quashed.

Cross, J., concurred with the order, but would not go the length of saying that the appeal should be dismissed with costs, because