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SECURITY FROM INSOLVENTS.

Three decisions have been recently given which throw light on the latter part of Section 39 of the Insolvent Act. This section gives the assignee the exclusive right to sue for the recovery of all debts due to the insolvent, and to take, both in the prosecution and defence of all suits, all the proceedings that the insolvent might have taken for the benefit of the estate. The assignee "*may* intervene and represent the insolvent in all suits or proceedings by or against him, which are pending at the time of his appointment;" and the section then proceeds to enact that "if after an assignment has been made, or a writ of attachment has issued under this Act, and before he has obtained his discharge under this Act, the insolvent sues out any writ, or institutes, or continues any proceeding of any kind or nature whatsoever, he shall give to the opposite party such security for costs as shall be ordered by the Court before which such suit or proceeding is pending, before such party shall be bound to appear, or plead to the same, or take any further proceeding therein." It is this clause which the Courts have had to interpret in the decisions referred to.

The first case was that of *Mackinnon & Thompson*, decided by the Court of Queen's Bench in Appeal at Montreal, noted on page 494. In this case Mackinnon had been condemned in the Court below, and desired to appeal from the judgment. But in the meantime the plaintiff had become an insolvent, and the defendant naturally wished for security for costs in the event of his getting the judgment set aside. The assignee, it will be noticed, "may" intervene, but is not compelled to do so. Where he does not choose to do so, the opposite party is left with the insolvent as his adversary. The Court of Appeal unanimously held in the case cited, that the appellant was not entitled to exact security from the insolvent, so long as the latter was not taking any proceeding to push on the case.

Two other decisions by the Superior Court at Montreal are noted in the present number of this journal. In *Marais* v. *Brodeur*, an action on a note, Judge Jetté held that an insolvent (the maker, not sued) may intervene in the case simply to take up the *fait et cause* of the defendant, who was the endorser, and defend himself from liability, without giving security to the plaintiff. In the other case, *Beausoleil* v. *Bourgoin*, the same Judge held that an insolvent defendant, who has filed an opposition to a judgment against him, cannot, without giving security, call upon the plaintiff to declare whether he admits or contests the opposition.

These decisions are important because we do not notice any reported cases bearing upon the clause in question. Mr. Clarke, in his interesting work, mentions the case of *Lee* v. *Moffatt*, 6th Upper Canada Practice Reports, p. 284, in which an insolvent, who filed a bill to set aside an attachment, and made the assignee a defendant, was required to give security for the assignee's costs; but the point there was obviously different.

MOOT COURTS.

We are pleased to notice that the system of Moot Courts, as commonly practised in the law schools of the United States, is being introduced into the McGill Faculty of Law; and although the innovation is made by the students themselves we understand that the project receives the hearty endorsation of the Faculty. "Mootings" have been found by experience to be a valuable aid in producing good pleaders, and we trust that the efforts of the promoters to give our students the advantages of the exercise may be successful.

THE BALLOT.

In the case of ballot-box stuffing, in which Forget and five others were accused of putting illegal ballots into a ballot-box and taking legal ballots out, Judge Ramsay prefaced his address to the Jury with some observations regarding the ballot. "With a laudable desire to put an end to all election frauds and all acts of an improper influence," the Judge observed,