to obstruct the proceedings as long as it wished. This danger is in a great measure obviated by the necessity of a special application. The Court of Queen's Bench, it may be presumed, will exercise a discretion by refusing leave to appeal where the judgment complained of is manifestly correct, and the appeal is sought simply with the object of fru trating the proceedings.

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, Sept. 27, 1879.

In re DONOVAN & MORAN, insolvents, DONOVAN, petitioner for confirmation of discharge, and MCCORMICK, opposant.

Insolvent—Neglect to keep cash book.

TORRANCE, J. The petitioner, on 8th May, 1878, presented his petition for confirmation of deed of composition and discharge. It was contested by John McCormick, one of his creditors. The case was finally submitted to the Court on the 4th April, 1879, but the record was only sent up in the last week of June, rendering it impossible to give judgment before the vacation. The opposant has alleged a great variety of grounds for resisting the application for confirmation and discharge. The Court deems it sufficient to call attention to one ground, namely, the omission by petitioner to keep a book showing cash receipts and disbursements. The petitioner attempts to justify himself by saying that all his cash transactions were through the Bank, and that his bank book was a cash book. The Court considers this justification entirely insufficient, and while holding that the other grounds of the opposition are not proved, considers that the opposition must be maintained, in so far as the want of a cash book is concerned. The judgment suspends the confirmation until the first day of November next, 1879.

J. S. C. Wurtele, Q.C., for petitioner.

F. X. Archambault, Q.C., for opposant.

MATHEWSON v. O'REILLY.

Costs—Articulation of facts where general issue is pleaded—C. C. P. 207.

This case came up on a petition of plaintiff to revise a bill of costs.

The defendant filed a simple *défense en fait*, and succeeded in having the action dismissed. The costs were taxed, and in the bill were two considerable items for evidence adduced by the defence. The plaintiff complained of these items, saying that the defendant had not given him any warning of this evidence by an articulation of facts, and therefore he (plaintiff) should not be liable. The answer of the defendant was that according to the Code of Procedure, Art. 207, the articulation of facts is to be filed as to facts alleged in the plea.

TORRANCE, J. I take the view of the defendant. C. C. P. 207 is plain in only requiring an articulation of such facts as have been alleged. The petition to revise the bill of costs is rejected.

Trenholme & Maclaren for plaintiff.

Kerr & Carter for defendant.

In re GERVAIS, insolvent, HEYWOOD, claimant, and GERVAIS, contesting.

Insolvent Act, 1875, *s.* 39—*Security must be given by insolvent who contests a claim on his estate in his own right.*

Heywood was claimant on the estate of the insolvent for $600, and collocated accordingly for a dividend of 25 cents in the dollar. The insolvent in his own name contested the claim. Thereupon the claimant filed an *exception dilatoire* on the ground that the insolvent was bound under Section 39 of the Insolvent Act, 1875, to give her security for costs.

TORRANCE, J. The words of the statute are: "And if after an assignment, &c., the insolvent "sues out any writ or institutes or continues "any proceeding of any kind or nature whatso- "ever, he shall give to the opposite party such "security for costs as shall be ordered by the "Court, &c." The insolvent on the one hand says that he has not begun any proceeding, that he is only on the defensive, and that the usual interpretation of the words of the clause in question, "institutes or continues any proceeding of any kind or nature whatsoever,"