of Lords agrees with the conclusion arrived at by the Supreme Court of the United States in *Little* v. *Hackett*, 9 Leg. News, 106.

CIRCUIT COURT.

HULL, (county of Ottawa) March 27, 1888.

Before WURTELE, J.

ROY, petitioner, and BELCOURT et al., respondents.

Procedure—Insolvent Act of 1875, *S.* 39—*Undischarged insolvent—Security for costs.*

HELD:—*That an undischarged insolvent under the Insolvent Act of* 1875, *cannot proceed in a suit until he has given security for costs, when it has been asked for; but that the court will not fix a delay within which sureties must be furnished under pain of non-suit.*

PER CURIAM.—Some time ago one Marston obtained a judgment against his tenant Roy, and the latter has now disavowed his attorney, Mr. Belcourt. The petitioner in disavowal is an undischarged insolvent, under the Insolvent Act of 1875; and the respondent, Belcourt, has moved that he be therefore held to give security for costs. At the argument the respondent contended that a delay should be fixed within which the security should be given under pain of non-suit.

The application is made under section 39 of the Insolvent Act, which provides that an undischarged insolvent, who institutes any proceeding, shall give to the opposite party "such security for costs as shall be ordered "by the court, . . . before such party shall "be bound to appear or plead." Different in that respect to article 129 of the Code of Civil Procedure, respecting the security for costs to be given by non-residents, the law requiring undischarged insolvents to give security for costs does not order a delay to be fixed, nor provide for a judgment of non-suit in case of default to give the security; it simply orders a stay of proceedings until the security be given.

I am not authorized to fix a delay and grant a non-suit in case of default. I order security to be given to the extent of $50.00, but without fixing any time to do so; and this judgment will stay the proceedings until such security is furnished. Should the petitioner fail to give security, the respondent, after the lapse of three years without any proceeding being had, will be entitled to obtain a judgment of peremption. (3 Carré & Chauveau, Q. 1421.)

Motion granted and security to the extent of $50.00 ordered to be given.

A. X. Talbot, for petitioner.

A. McConnell, for respondent *Belcourt*.

CIRCUIT COURT.

HULL, (county of Ottawa), March 27, 1888.

Before WURTELE, J.

GREENSHIELDS et al. v. DUHAMEL.

Goods supplied to minor—Necessaries—Burden of proof.

HELD:—*That a merchant who sells clothes to a minor without an order from his father, can only recover the price from the father when the minor himself had a right to compel his father to provide him therewith; and that it devolves upon the merchant to show that the clothes supplied were necessary, and that the minor was unable to provide himself therewith.*

PER CURIAM. The plaintiffs seek to recover $18.00 from the defendant for the price of a coat and vest sold by them to his minor son.

The parties admit that the clothes were sold and delivered without the defendant's order or knowledge, and that the minor, although he was living with his father, had a situation under the government and was in the receipt of a salary of $400.00 a year. The case has been submitted without further proof.

The action is founded on article 165 of the Civil Code, which obliges parents to maintain their children, and on article 1046, which obliges a person whose business has been attended to by another to re-imburse the latter for all useful expenses. Aubry & Rau say, in section 547; "Les tiers qui "ont pourvu, quoique sans mandat du père, "mais sans intention de libéralite, à l'entre-"tien et à l'éducation d'enfants mineurs, ont, "contre ce dernier, une action *negotiorum* "*gestorum*, pour se faire rembourser les "dépenses utiles qu'ils ont faites." And the