the estate, such costs forming a debt contracted *before* insolvency proceedings. Costs incurred after due notice do not so rank. With what constitutes due notice I have nothing to do here, the statute elsewhere points that out. Now the Statute of Gloucester, 6 Edw. 1, c. 1, says, that the plaintiff in all actions in which he recovers damages shall also recover against the defendant his costs of suit. If then a creditor can sue and obtain judgment AFTER these proceedings in insolvency the Stat. Gloucester gives him full costs of suit.

Again, the insolvent is only discharged from such debts as are proveable against his estate and existing against him at the time of his assignment, not from debts contracted afterwards. If, then, a creditor be allowed to put his claim into a judgment with costs, the original cause, *transit in rem judicatam*, is merged and gone forever. If one creditor can do this, all can, and the insolvent would find that his debts, instead of being erased by the insolvency proceedings, have, like the prophet's gourd, during the long night of his commercial death, most wonderfully increased in size, and that he owes twice as much as he did before.

The words used in sub-sec. 9, sec. 4, *supra*, giving the assignee power to intervene in all proceedings by or against the insolvent which are *pending* at the time of his appointment, of themselves shew by direct inference that he cannot be sued after assignment or appointment.

The argument used against me is, that the insolvent may never get his discharge. True, an execution debtor may never get his pay. If he never gets his discharge his assignee will not, and whenever he gets anything his assignee owns it and takes for the creditors. Could an execution do more than or as much as this?

There are no authorities against this view. *Baldwin* v. *Peterman* is not, as I have shewn. *Spencer et al.* v. *Hewitt*, Law Rep. 1 Ex. 123, is under the English Bankruptcy Act. I have not the English Act, but from the reported cases on it it seems entirely different from ours, and from the fact of there being provisions in it for a *superseadeas* of the commission, makes me think the authority is not applicable.

Yours, &c. SUBSCRIBER.

October, 1866.

[*Audi alteram partem.* The profession doubtless desire to see as much light thrown upon this Act as possible. We gladly therefore open our columns to a free discussion of its provisions. The latter question which our correspondent refers to is, he tells us, now before the County Court of his County for adjudication. We shall be glad to hear from him again when it is decided. As to the argument based upon the fact that proceedings are often carried on in another county than that in which the insolvent resides, see Editorial remarks on p. 253—Eds. L. J.]

MONTHLY REPERTORY.

U. S.

Proof of execution of will—Executor as witness—Witness to prove execution.

A will which bears the genuine signatures of three competent witnesses, who signed their names simply as "witness to signature," with nothing further, may be admitted to probate, although neither of the two survivors of them recollects anything about the circumstances under which it was executed: *Eliot* v. *Eliot*, 10 Allen.

The executor named in a will is a competent subscribing witness thereto, and may testify in support thereof, under the statutes of this commonwealth, although he has not declined the trust: *Wyman and Others* v. *Symmes*, 10 Allen.

An heir at law, who is disinherited, is a competent witness in support of the will: *Sparhawk* v. *Sparhawk and Others*, 10 Allen. 5 Am. Law Reg. 575.

APPOINTMENTS TO OFFICE.

CORONERS.

WILLIAM NOBLE RUTLEDGE, of Coldwater, Esquire, M.D, to be an Associate Coroner for the County of Simcoe. (Gazetted September 1, 1866.)

ADDISON WORTHINGTON, Esquire, M.D., to be an Associate Coroner for the United Counties of Huron and Bruce. (Gazetted September 1, 1866.)

ROBERT M. ROY, of Belleville, Esquire, M.D., to be an Associate Coroner for the County of Hastings. (Gazetted September 1, 1866.)

ALFRED LANDER, of Frankville, Esquire, M.D., to be an Associate Coroner for the United Counties of Leeds and Grenville. (Gazetted September 1, 1866.)

NOTARIES PUBLIC.

PETER CAMERON, of Toronto, Esquire, Barrister-at-Law, to be a Notary Public for Upper Canada. (Gazetted September 1, 1866.)

WILLIAM PENN BROWN, of the Village of Kincardine, Esquire, Attorney-at-Law, to be a Notary Public for Upper Canada. (Gazetted September 1, 1866.)

FREDERICK JASPER CHADWICK, of the Town of Guelph, Esquire, to be a Notary Public for Upper Canada. (Gazetted September 1, 1866.)

JAMES YOUNG, of Carrying Place, Esquire, to be a Notary Public for Upper Canada. (Gazetted Sept. 15, 1866.)