



rights of the plaintiff, in whose name the action must stand and be maintained. The right of the insurers to be joined as plaintiffs in interest is not a right of the defendant that they shall be. They are parties privy to the action without actual appearance therein.

The insurers being non-residents, the defendant has the right that security for costs be furnished (P. L., c. 341, s. 3; P. L., c. 330, s. 8; Hening's Dig., 361, and cases cited), but the security may be ordered without their appearance as necessary parties.

The plaintiff's motion should also be dismissed. It has no rights against the defendant's insurer unless by trustee-process, and the insurer is in no respect a party in interest, even if it has the right or has agreed to defend the action.

The facts of insurance in a trial of the action should not be disclosed to the jury without unavoidable necessity. *Piechuck v. Magusiak*, 82 N. H. 429; *Fine v. Parella*, ante, 81.

*Case discharged.*

BRANCH, J., did not sit.

Hillsborough, } No. 3329.  
June 2, 1942. }

DIEUDONNE LEFEVRE v. MICHAEL J. HEALY & a.,

*Board of Assessors of Manchester*