to alter, and in the end is understood to be upon a compromise, or concession of some kind to secure the necessary majority. One can see in the probable conflict of opinion almost inevitable on the conflict of interests, in the possibility of combinations to secure results operating unjustly towards certain municipalities outside such combinations, and in other difficulties that surround the subject, suggesting obstacles to a just decision, a good reason for an appeal to some independent tribunal, beyond the reach of irregular influences; and, economy being an object, the County Judge was doubtless selected and empowered to decide, and however distasteful the duty, I must admit a right of appeal seems necessary under the present system of equalization.

For years past it would appear that no uniform course has been taken in respect to most of the municipalities in the County. I speak from a careful analysis I made of the apportionment by the County Council since 1861, exhibiting the proportion in each year both of aggregate valuations, and of the county rates in respect to each and every municipality in the County. I sought in vain for some clue therein to an apportionment, but could find none.

And now, after more than ten days of incessant labor in examining the assessment for the County and preparing tables therefrom and other work of the kind to assist me in reasoning upon the facts and figures before me, I have not entirely satisfied myself in the result arrived at, and I scarcely hope to satisfy the municipalities affected, but I know that what I have prepared approximates to a just equalized value for the whole County, and I think that whenever a reliable assessment is made of the whole County by persons acting on uniform principles and not subject to irregular influences or local direction, and with reasonable time for the work to be done, the figures I now present will, to a great extent, be justified.

In going over the work I found in the paper on which the County Council acted in equalizing many errors in addition, ranging from one dollar upwards, and in one case an error of no less than one hundred thousand dollars. These of course I set right.

The whole value for the County as equalized by me will be found increased from $11,702,285 to $14,809,739.86—and that is a valuation far under its real worth I incline to think, but did not consider I would be justified, as the matter stands before me, in raising it beyond the present figure.

The County Clerk, according to the direction of the Reeves, has furnished me with all the returns I called for, tabled from the public documents in his custody and he gave me some assistance in discovering where some of the errors in addition referred to were.

I believe a new rate may with facility be struck upon the figures I give, and I have spared no pains to work out all as fully in detail as is possible in minute and complex calculations.

Arrived at the close of a distasteful and very onerous duty, I have at least the consolation of knowing that the municipalities are saved a heavy outlay in the course that was taken; and as respects the payment for my labours in this protracted enquiry there certainly is much work given for a small sum of money—eight or nine dollars being all the Government will receive in stamps as an equivalent for my services in this matter of appeal.

LOWER CANADA REPORTS.

INSOLVENCY CASES.

In re Henry Davis et al., Insolvents v. E. Muir et al., Claimants.

Held:—That the nullity declared by paragraph 3 of section 8 of the Insolvent Act of 1864 is an absolute nullity, and a promissory note given in violation of the provisions of said paragraph is absolutely null and void *ab initio* even in the hands of a third party innocent holder before maturity.

[13 L. C. J. 184.]

This with two other similar cases, A. Milloy and M. Campbell claimants, came before the court in appeal from the award of the Assignee of the insolvent estate, James Court, rejecting the demand of the claimant, and denying his right to rank on the estate for the promissory note claimed on.

The facts of the case are as follows; About the month of June, 1867, the insolvents obtained from James Muir of Montreal, his accommodation notes in their favour for about $12,000, he taking from them at the time the ordinary receipts showing that they were accommodation notes.

About the 10th of January, 1868, seven days before the assignment by Davis, Welsh & Co., James Muir learning that they had suspended payment, with a view to protect himself from loss, as far as possible, on the above notes which were still outstanding, obtained from them in exchange for the receipts their notes made and antedated to correspond exactly both in amounts and dates with the accommodation notes for which the receipts were given and which had been got by them from Muir in June previous.

Three of the notes thus obtained by Muir, of about $2000 each, were transferred by him *sans recours* to the three claimants in question, viz., E. Muir, A. Milloy, and M. Campbell, who were at the time of the transfer his creditors, and as such took the notes by way of security for antecedent debt but before their apparent maturity and without any (positive) knowledge of their origin.

Shortly after the transfer of the notes by James Muir, as above, he himself became insolvent. Under these circumstances the holders of the accommodation notes got from him in June, and which were still outstanding, came in and ranked on Muir's estate as makers of the notes and on the estate of Davis, Welsh & Co., as the indorsers: and the holders of the notes got by James Muir from the insolvents in January, 1868, holding them as collateral security *sans recours* did not rank on James Muir's estate but filed their claims against the estate of the insolvents as the makers of these notes. Their right thus to rank is what was contested by the contestants in this case.

The grounds taken by the contestants were:

1. That the notes, being clearly given in violation of paragraph 3 of section 8 of the insolvent Act of 1864, were absolutely null and void *ab initio*.