tion of the inferior court, and was not such a balance as was within the provisions of the statute.

I have already stated that a balance which is less than $100 of a claim exceeding that amount, but reduced below it by payment, is a balance within the meaning of the statute—does the defendant show that this balance was not arrived at in that way, but in some way unauthorized by the statute? The defendant calls it the balance of an *unsettled* account, as appears by the particulars, that he objected at the trial that the *unsettled* account exceeded two hundred dollars, and that the sum of $169 07½c. credited by the plaintiff on his claim is "part of a set-off which the defendant has against the plaintiffs claim, and that no agreement or settlement had taken place between them, in reference to the said claim or set-off or any part thereof." This does not plainly show that the credit was a set-off in its proper signification, as distinguished from a payment, nor does it show of what the alleged set-off consisted, so that I could have determined whether it was or was not a set-off, while the plaintiff distinctly swears the defendant "paid him on account of his wages and in liquidation of the account at different times, in all, the sum of $155 15c. in cash," and "that the defendant's *contra account* was, as he believes, no more than $13 92c." This latter sum is, I presume, a set-off, but leaving that out of consideration, there is the full claim of $236 55c. reduced by payments amounting to $155 15c., leaving a balance claimed of debt or account of, $81 40c., and so not exceeding one hundred dollars. The Division Court had therefore clearly jurisdiction in this matter.

The defendant's affidavit read in connection with the plaintiffs, is not so candid as it should have been; he represents the credit of $169 07½c. *as part* of a set-off which he has against the plaintiff, leading one to suppose that *the whole sum of* $169 07½c. is a set-off, and that it is *part* of a *larger* set-off which he has against the plaintiff, while the plaintiff shows that it is only a part of this sum which is a set-off at all, and that such set-off is only $13 92, while all the rest of it is a payment.

I am glad to be able to come to this conclusion, in a case where the whole dispute is about the trifling sum of $9 97c., and where complete justice has been done between the parties.

If however it had appeared that the jurisdiction of the Division Court had been exceeded, I should have been obliged to have interposed, however small the sum in litigation might have been, for there can be no question of greater consequence at any time brought before a Superior Court, than the maintenance of all other Courts within their legitimate jurisdiction. I think there was no just cause for disputing the jurisdiction of the Court below.

I should notice also that the affidavits on which this motion is founded are rightly intituled in the Superior Court and not in any cause or matter.

And I should also say that the summons for a prohibition should not perhaps have stayed the proceedings of the Court below.

This power has been expressly given to the judge in England, by the Imperial Statute 19 & 20 Vic. c. 108, sec. 40, which is not applicable here. I state this that this particular summons may not be taken as an admitted precedent.

I must discharge this application with costs, to be paid by McCabe to Moore.

Summons discharged with costs.

CORRESPONDENCE.

Assignees in Bankruptcy Matters—The operation of the Act.

To the Editors of the Canada Law Journal.

Gentlemen,—When the present Bankrupt act was passed, every one supposed that an act so long talked of, or should be nearly perfect. The working of the act since 1864, clearly, on the contrary, proves it to be a bungled, defective affair. I propose to point out a few of its defects, and in addition to refer to the conduct of *official assignees.*

Every one knows that the profession of the law is being over-crowded in Canada, and this is not a time when lawyers should silently permit persons who are not lawyers to take the business that legitimately belongs to the profession from them. I have waited in hopes that some other person would draw the notice of the profession to the fact, but seeing no person has done it, I will do so.

Every lawyer who has watched closely the actions of official assignees, especially in Toronto, knows well that these individuals are generally selected by the insolvent, to get him through for a certain fee, generally $50! This fee is in fact a retainer, and except in special cases of difficulty, a professional man is never thought of. One would have supposed, and such was certainly the intention of the act, that the assignee was peculiarly the officer of the creditors, or at least one who stood perfectly impartial and unbiased between insolvent and creditors. If the assignee is the paid agent, or rather the *pettifogging paid and unlicensed lawyer* of the insolvent, it is easy to be seen that he will use every means in his power *to slip his client through*, regardless of creditors! The Bankrupt act was passed to enable honest, but unfortunate men, who were willing to give up all their property, and who are not guilty of fraud, to obtain a discharge. A majority, I fear, in Canada who avail themselves of it, and not a few assignees who aid them in it, think that it was an act to white-wash debtors and to enable them to slip through its meshes, with as much property out of their hands, in trustees or corrupt