When he appears he is not required, as a recent writer in a somewhat inflated and sentimental strain, says, to be interrogated "in the presence of any gang who may choose to assemble from the filthiest crevices of society;" for the examination is not a public one but in the Judge's Chambers or in the Court room after the ordinary suitors have retired. The direction in the 162nd section of the Division Courts Act makes provision for this.

Should a defendant be summoned for the purpose of annoyance or insult or if indeed on any ground, it appears that the defendant ought not to have been summoned, the judge may and ought to award him compensation for his trouble and attendance, and for the amount of such compensation the debtor will be entitled to an execution against his judgment creditor (sec. 166); but on the other hand if the debtor refuses to be examined or on his examination "fences" and equivocates, will not give a candid statement of his affairs, or say what property he has or whether or not he has means of paying the debt, is it not reasonable to presume that there is some fraud at the bottom? "Truth fears nothing but to be concealed."

In a word, if his answers are clearly unsatisfactory in these particulars, why should he not be punished?

This brings us to the *fourth* ground authorising a commitment which is divided into four heads. (1) That the party obtained credit from the plaintiff or incurred the debt or liability under false pretences or (2) by means of fraud or breach of trust, or (3) that he wilfully contracted the debt or liability without having had at the time, a reasonable expectation of being able to pay or discharge the same, or (4) has made or caused to be made any gift delivery or transfer of any property, or has removed or concealed the same with intent to defraud his creditors or any of them." All these are frauds and as such are punishable by imprisonment, if proved to the satisfaction of the court out of the defendants own mouth, or by examination of witnesses. And lastly if it be satisfactorily established that the debtor *has means and ability to pay*, and will not pay the judgment against him, such being clearly a fraud on his creditor, he is liable to be committed to gaol, but in no case whatever can he be committed for a longer period than forty days.

There is this provision also in favor of the debtor (as mentioned in the letter of "Another Law Student," which we publish), that after once having been examined and discharged he cannot be again summoned, unless the creditor previously satisfies the judge on affidavit that proper grounds exist for his being again called up to be questioned.

Now the foregoing embodies the whole "91st clause" provision (as it is called) and the law as consolidated to be found in secs. 160 to 173 of the Division Court Act.

One cannot well understand how any person capable of judging, can with the act before him venture to assert that "the 91st clause" authorizes imprisonment for debt. It is false to say that it does. Those who have an interest in misrepresenting the effect of the law we may expect will tax their ingenuity for the purposes of deception; but with those who have not such designs it can only be great simplicity of mind or strange perversion of judgment which leads them to advocate a repeal of the law on the grounds so absurdly urged. The law enables fraud to be punished—nothing more.

But some of these persons, such as "An Old Barrister" in this number, change their ground and say, "Oh, but *whatever the law authorizes*, the fact is, poor debtors *are* imprisoned simply because they do not pay their debts." A strange argument against a law, and not we believe founded on fact. We challenge proof,—let "cases in point" be shown. We do not believe they could be produced, and if they could the objection would not be to the provision of the law but the mode in which it is administered,—quite a distinct matter.

Now from time to time we have presented facts and figures showing how well, how beneficially, and how humanely the law has been worked, and in our last number we showed a return from the County of Waterloo embracing 10,372 suits for an aggregate of $248,918, and on these suits 245 "91st clause summonses issued" for an aggregate of $10,355, and upon the unwithdrawn ones over 50 per cent. was realized, while but 9 actual commitments took place.

The public are indebted to the Clerks of this County for the full and detailed information given, and in spite of the sneering remark that "clerks are interested witnesses," their testimony will be believed. They speak from their books. It is not conjecture with them. They give their names and are men whose testimony is on every ground entitled to credence and respect. Nor are they to be threatened into silence by menace from any quarter. They speak out as becomes them when the public need reliable information, which they, the clerks, are peculiarly well qualified to furnish.

But still another ground has been taken. It is ignorantly asserted that a substantial difference exists between judgment debtors in the Division Courts and in the Superior Courts, that it is in the Superior Courts *alone* wherein fraud *must* be established to reach the debtor. False again, as we have shown.

The provision in the Superior Courts is, that the creditor may apply to a Judge for an order, &c., for the examination