count of the amount of such dues containing a simple notice that the same remains unpaid, and that the Corporation or Municipality claims the sum. The Sheriff would return all such demands with his proceedings. They would be collocated without costs or other formality, and be liable to contestation, the same as any other demand. I may hereafter furnish you with further instances.

A.

NOTICES OF NEW PUBLICATIONS.

REVIEW OF THE INSOLVENT ACT OF 1864. Translated from the French. By Désiré Girouard, B.C.L. 1865. Montreal: John Lovell.

The necessity for a Bankruptcy Law had long been under consideration. It was discussed by the Press, by Boards of Trade, and by the Legislature. Various measures had been brought forward, but none were carried through. Mr. Abbott, Q.C., a distinguished member of the Montreal bar, while filling the office of Solicitor-General for Lower Canada, made the first successful attempt to grapple with the difficulty, and introduced a bill which was favorably received by the House. Notwithstanding the opposition of those who questioned the expediency of a bankrupt act at all, and denounced such legislation as an unwarrantable interference with the rights of creditors, it is now matter of history that Mr. Abbott's Bill, with some alterations and modifications made after his retirement from office, finally became law in 1864.

It was not to be expected that a law which made such great and important changes in our system of procedure should at once work smoothly. Several defects and inconveniences, and still more clauses of doubtful meaning, were discovered and complained of. Many of these ambiguities were subsequently explained in an able commentary on the Act, published by Mr. Abbott. But before this commentary appeared, Mr. Girouard, already favorably known as a writer on legal subjects, commenced a series of annotations on the Act, which were first published in a daily newspaper, but subsequently appeared in pamphlet form. He has since published an English translation which is now before us, and we shall embrace the opportunity to refer briefly to some of the points which he has commented upon.

Mr. Girouard is evidently of opinion that the Act is too favorable to insolvents, and proportionably unsatisfactory to creditors, who, as he remarks on Page 6, "do not find in it the guarantee which was promised, or the simple, short, clear and easily understood dispositions which they ought to understand and be able to apply, without possessing the skill of its author, a man well known to all as thoroughly conversant with the practical affairs of commerce and with the laws relating thereto." Page 17, the author remarks that the Act makes no mention as to whether the creditors are sufficiently authorized to choose a secretary *pro tempore* at their meetings. This is a point which we think could occasion little difficulty, it being one of the first steps at all ordinary meetings to appoint a chairman and secretary. Page 19, Mr. Girouard, differing from Mr. Abbott, contends that according to the obvious construction of the Act, the assignee is to be nominated by the majority in number of the creditors, and not by the majority in number and in value. We fail to see how such a construction can be put upon the clause. In fact, the very words cited by Mr. Girouard, "if any dispute arises at the first meeting of creditors *as to the amount* which any one of the creditors is entitled to represent in the *nomination of an assignee, &c.*," shows that value is one of the elements to be considered.

P. 25, the author condemns the use of the word 'neglect' in the following clause of the Act, "but no *neglect* or irregularity in any of the proceedings antecedent to the appointment of an assignee, shall vitiate an assignment, &c." Mr. Girouard remarks that the use of the word neglect in this connection is immoral in law, and tantamount to the approval of fraud.

On P. 39, the commentator raises a point which would seem likely to occur, though perhaps very rarely. The Act says that any two or more creditors for sums exceeding in the aggregate $500, may make a demand upon the debtor requiring him to make an assignment. Now suppose the trader has only one creditor, a case which Mr. Girouard thinks cannot fail to present itself in actual practice, for it sometimes happens that a trader makes all his purchases and transacts all his business with a single house. If the debtor will not pay, how can the protection of the law be refused to this single creditor? Besides, it may happen in small towns that the claims of the two largest creditors do not together amount to quite $500. Why in such case preclude them from demanding an assignment?

On P. 70, Mr. Girouard points out that there are no instructions in the Act as to how the assignee is to deal with oppositions to the sale of real estate. The assignee's functions resemble those of a sheriff, but as