

In case a creditor for, say \$20,000, holds security on shares in a Company which he is bound to value for which he could get \$20,000 at the date of the assignment and the security is transferred to the assignee who subsequently is able to realize only \$15,000 for the shares; can the creditor recover the difference from anyone and if so, from whom, in case the whole sum realized out of the insolvent estate, including the amount realized on the said shares, amounts to only \$18,000?

It would seem that a secured creditor who has been compelled to assign his security to the assignee may be required to wait for payment of his claim against the estate a longer period of time than an unsecured creditor. The secured creditor must wait for his money until "the assignee has realized such security."

Your Committee suggests that the above sub-section should be amended in the following respects:

(1) The time within which the secured creditor must be paid should be fixed.

(2) The secured creditor who has been obliged to assign his security to the assignee should be protected against loss in case the estate is not able to pay the value placed by the creditor upon his security.

M. H. LUDWIG, *Chairman.*
W. C. MIKEL,
R. T. HARDING,
F. D. KERR,
H. A. BURBIDGE,
W. H. WRIGHT.