hind, with which at present I have nothing to do. An objection also was taken to the regularity of the appeal under section 84, which I think is untenable.

The insolvent made a voluntary assignment, dated the 28th February, 1869, and delivered 1st March to the interim assignee, who forthwith called a meeting of the creditors, under sec. 2, for the 15th. The creditors who had proved their claims under sectian 122, thereupon appointed the interim assignee to be the assignee of the estate. On the 24th March a deed of composition and discharge was prepared by the insolvent, which was filed with the assignee on the 29th, and the insolvent thereupon published an advertisement of that day, and continued it for one month, that on the 1st of May he would apply to the Insolvency Court for a confirmation of his discharge. The order of the 18th May—the subject of this appeal—was the result of that application.

The first objection was, that the insolvent had not deposited the deed with the assignee for the purposes contemplated, nor had the assignee pursued the course prescribed by section 97. This section is analogous to the 2nd sub-section of section 9 of the parent Act of 1864, and the question is whether it is imperative or optional. If acted on, and no opposition to the composition and discharge is made by a creditor, it saves time and is a great advantage to the insolvent. But where he has reason to apprehend (as was the case here) that opposition would be made, there was neither saving of time nor advantage to either party, and upon the best consideration I can give to this clause, I am of opinion that the insolvent may waive it in all cases if he thinks fit, and proceed under section 101.

The second objection was that one month's notice had not expired from the first meeting of creditors of the insolvent before the deed of composition and discharge had been filed in court, and acted upon as required by section 36 of said Act. By section 36 the assignee, immediately upon his appointment, shall give notice thereof by advertisement in form I, which requires creditors to file their claims before the assignee within one month—that is, in this case, by the 15th or 16th of April. Creditors having by the statute this time to come in, was it legal to file a deed of composition and discharge and publish an advertisement on it (which is the action referred to in the objection) on the 27th March? There is more in this objection than in the former, and yet, if the deed in point of fact when filed has been executed by a majority of the creditors under section 94 (which is the main inquiry), there is no reason for the delay, as the confirmation itself cannot take place before the month has expired. There seems to have been no decision on this point in Canada, and the commentators there differ upon it, as will be seen upon reference to Mr. Abbott's edition of the Act of 1864, folio 67, and the doubt in Mr. Popham's edition of the Act of 1869, folio 124. The hearing before the judge in this case, was on the 18th May, more than two months after the advertisement to the creditors, when the objection in point of time was reduced to a mere technicality, which, as I think, ought not to prevail.

The third objection proceeded, as I conceive, on a misapprehension of the Act. It was assumed that no dividend could have bean declared on the 1st of May, nor until three months had expired after notice of the appointment of an assignee. That is not the meaning of section 55. The assignee may declare a dividend if he have funds at the end of one month, or as soon as may be after the expiration of such period, and thereafter at intervals of not more than three months. I overrule, therefore, this objection, and regret that the hearing below was confined to these niceties of construction, in place of the main issues. The counsel for the insolvent insisted that these were now excluded, and the opposing creditors having failed on these preliminary points, that the insolvent was entitled to a discharge without further enquiry. But I cannot assent to this view, which would be against the analogy and the practice of all courts, and I content myself with disposing of the points before me, and setting aside the judgment of 18th May, and the order of 22nd May thereon, with costs.

APPOINTMENTS TO OFFICE.

JUDGE OF THE SUPERIOR COURT—QUEBEC.

THE HON. CHRISTOPHER DUNKIN, of Knowlton, in the Province of Quebec, a Member of the Queen's Privy Council for Canada, and one of H. M. Counsel learned in the Law, to be a Puisné Judge of the Superior Court of Lower Canada, now Quebec, *vice* the Hon. Edward Short, deceased. (Gazetted Oct. 28th, 1871.)

MINISTER OF AGRICULTURE.

JOHN HENRY POPE, of Cookshire, in the Electoral District of Compton, in the Province of Quebec, Esquire, to be a Member of the Queen's Privy Council for Canada, and Minister of Agriculture, *vice* the Hon. Christopher Dunkin.

NOTARIES PUBLIC.

JOHN DONALD McDONALD, of the village of Renfrew, Esquire, Barrister-at-Law. (Gazetted Oct. 28th, 1871.)

JAMES CLELAND HAMILTON, of the City of Toronto, Esquire, Barrister-at-Law. (Gazetted Nov. 11th, 1871.)

CHARLES E. PEGLEY, of the Town of Chatham, Esquire, Barrister-at-Law. (Gazetted Nov. 11th, 1871).

JOHN TAYLOR, of the City of London, Esquire, Barrister-at-Law. (Gazetted Nov. 11th, 1871.)

HAMNETT PINHEY HILL, of the City of Ottawa, Gentleman, Attorney-at-Law. (Gazetted Nov. 11th, 1871.)

RICHARD THOMAS WALKEM, of the City of Kingston, Esquire, Barrister-at-Law. (Gazetted Nov. 18th, 1871.)

FREDERICK FENTON, of the City of Toronto, Esquire, Barrister-at-Law. (Gazetted Nov. 18th, 1871.)

ASSOCIATE CORONERS.

MYERS DAVIDSON, of the Village of Florence, and ANSON S. FRASER, of the Village of Sombra, Esquire, M.D., within and for the County of Lambton. (Gazetted Oct. 28th, 1871.)

THOMAS WHITE, junior of the City of Hamilton, Esquire, M.D., within and for the County of Wentworth. (Gazetted Nov. 18th, 1871.)

It has been held in England, in *Lee* v. *The Lancashire and Yorkshire Railway Company*, that the legal and equitable rights of a passenger injured by a railway accident are exactly the same as those of a passenger injured by any other common carrier, and the same considerations and rules apply in both cases.