GENERAL CORRESPONDENCE.

Time for service of notice of trial.

To the Editors of the Canada Law Journal.

Gentlemen,—The present practice in regard to the time for service of notice of trial is to serve it eight days before the commission day. For instance, notice is given on the 8th day of a month for the 16th, the first day being excluded.

My contention is, that service in the above case on the 9th would be a sufficient compliance with the statute, (Common Law Procedure Act, Con. Stat. U. C. sec. 201,) which says, "Eight days notice of trial or of assessment (the first and last days being inclusive) shall be given," &c.

In the Common Law Procedure Act of 1856 the following words were made use of, "Eight days notice of trial or assessment shall be given and shall be sufficient," &c. All the decisions on the point in the Practice Reports are under the old act, namely *Vrooman* v. *Shuert*, *Buffalo and Lake Huron Railway* v. *Brooksbanks*, *Callaghan* v. *Baines*, *Clark* v. *Waddell*, and others, and I find none since the consolidation of the statute in which the above change was made except the case of *Allen* v. *Boice*, 3rd vol. Prac. Rep. 200, where it seems to have been taken as a matter of course by counsel, that service on the 26th of October for November 2nd was too late, and the point was not argued.

Your view of the subject, citing any cases since the Consolidated Statutes, would, I am sure, be very acceptable to the profession generally. Yours truly,

Student-at-Law.

[See *Cuthbert* v. *Street*, 6 U. C. L. J. 20, where it was decided that in computing the eight days required for notice of trial the commission day of the assizes must be excluded. This decision, which we should fancy is pretty well known by this time, has never been overruled to our knowledge.—Eds. L. J.]

The Insolvent Law of 1864—*Assignees.*

To the Editors of the Canada Law Journal.

Sirs,—I have read with much interest the communication of your correspondent "Scarboro'," on pages 47 and 48 of Vol. IV. N. S., and although his statements with regard to assignees in insolvency may be startling, I know, within my own experience, of similar cases, and that he has not at all over-stated or over-colored his case, and that they are true. For instance, in this county a trader largely indebted as a produce dealer absconded from the Province about five years ago, and took with him some thousands of dollars wherewith to commence business in the United States; but finding the people there more acute than himself, he soon became penniless; in this forlorn condition he returned to his former home (a comfortable brick cottage, nice orchard and garden, outbuildings, &c., all of which he had, before leaving Canada, conveniently placed in the keeping of an accommodating brother-in-law); he then went through the form of making an assignment of his estate and effects (?) to one of the assignees in insolvency appointed by a neighbouring board of trade, and struck a bargain with him to put him through for a named sum! The assignee instead of acting under the 10th section of the act, by calling a meeting of the creditors for the public examination of the insolvent, or having him and other persons examined before the judge as he, acting in the interest of the creditors generally, might and ought to have done for the purpose of ascertaining what his assets really were and what had become of the money wherewith he absconded, &c., set to work and solicited, in the interest of the insolvent himself, a release from the requisite number of his creditors, some of whom were told (also in the interest of the insolvent) that it was true "the man had committed a wrong in leaving the country as he had done, and so forth, but there was no use in keeping the poor man under; he was back now and would probably do better for the future," &c. And so the thing was procured through the importunities of the insolvent, aided by the disinterested recommendation of the assignee; the weight of whose position was lent to the procuring of that which under ordinary circumstances could not have been obtained, and which the assignee by all his might and main ought in the interests of truth and honesty, if not in that of the creditors, to have opposed. The result was that the requisite creditors signed the discharge, the notice of its deposit with the clerk of the County Court of the application for its confirmation was given by the assignee, and when the insolvent appeared