

in the final clause of this section, so much so, that it is difficult to determine what is meant. To what word does the adjective "original" apply, and what is the "notice" referred to? One interpretation has been given in the notes to that section; but since that portion of the work has passed through the press, the Editor has taken another view of its meaning, which perhaps is the correct one. It is, that the clause should be read as containing the word "affidavit" after "original" and having the word "demand" substituted for "notice" in the last line. Another obscurity is to be found in the 14th section which says that "a debtor against whom a writ of attachment has issued, as provided by this Act, may make an assignment of his estate, &c." Now it is clear that after an attachment has been effected under such a writ, the debtor cannot assign, for he has nothing left. His estate is already vested in the assignee to whom the writ in his case is addressed, and in places where, as in Montreal, there are several assignees, this section might lead to useless litigation.

*See 14.*

It might have been well, too, had ampler definitions been given of the powers and duties of the official assignees when concurrent writs are issued.

One improvement upon previous legislation will be observed in the increased stringency of the provisions respecting composition and discharge. The effort which has been thus made in this direction will, no doubt, by a proper application on the part of the courts, remove the reproach which has been so freely cast upon the laws hitherto in force, that they were nothing more than "a new way to pay old debts."

It is to be feared, however, that sufficient provision has not been made for the working of the Act. In the large com-