

\$2,500. This together with what he could easily sell off his farm last fall would more than pay all his bills in full. In the summer of 1936 the new Board of Review, being keen for business, and hearing by some means or other that Mr. Peters wanted a loan, or wanted to have his obligations adjusted, cited him and his creditors before them. I was one of the creditors and I appeared and asked the board whether Mr. Peters had made any application to them. Their Registrar not being with them that day, they could not tell, but thought they would hear the case anyhow. I then told them that Mr. Peters was both able and willing to pay his creditors in full, and did not want their interference at all. The chairman, Judge Saunders, asked Mr. Peters what he had to say. He declared he was able to pay his bills in full all right, but stated that if everybody else was getting a cut he thought he should get one too. Judge Saunders seemed inclined to agree with me, but Mr. Harding, the commissioner who represented the creditors on the board, strongly dissented, saying that inasmuch as they had come to Souris to hear this case they were going to hear it. Finally Judge Saunders agreed with Harding, and their decision was that Mr. Peters should sell \$200 worth of produce off his farm, not more, and that the creditors would have to accept this amount together with the \$2,450, or thereabouts, which the Loan Board would provide, as payment in full. And—would you believe it?—the Board of Review made this finding without ascertaining what Mr. Peters' liabilities then amounted to. After thinking the matter over, and talking it over with his creditors, Mr. Peters decided to disregard the Board of Review altogether and pay his obligations in full; which he did.

The board, during one of their sittings at Souris, decided another case which should be mentioned. A Mr. Gregory, living near Souris and owning a small farm with practically no indebtedness, died. He had two sons and a daughter. His wife had predeceased him. To one of the sons he willed the farm, stock and implements, with the provision that this son pay his funeral expenses and some other small bills, amounting in all to some \$20 or \$30, and pay to his brother and sister \$50 each. Within four months after his father's death the son who got the property applied to the Board of Review, under the Farmers' Creditors Arrangement Act, for a cut of fifty per cent in his obligations, and three years to pay them. The Board of Review set the provisions of the will aside, gave the applicant a cut of fifty per cent, and five years to pay his bills, without interest, I think. During a

Hon. Mr. HUGHES.

discussion of this case I heard one of the members of the Board, Mr. Darby, say that "perhaps the will was out of date," and neither of the other members of the board appeared to see the ridiculousness of the statement.

It must be hard for the members of this House to believe that a board of three men, with a Judge of the Supreme Court as chairman, could give such decisions, but such are the facts. With my own ears I heard Judge Saunders declare in open court that the Government was cutting the bills of all the farmers of Western Canada in two, whether the said farmers were able to pay their bills or not. When the court adjourned I went to the hotel and asked the Judge if I had heard him aright. He said I had, but after a little while added it was the Alberta Government he was thinking about. Nevertheless he seemed to think it did not make much difference what government was doing it; it would be a guide for the Board of Review of Prince Edward Island. Perhaps we have reason to be thankful that Judge Saunders did not take a wilder and more foolish man than William Aberhart for his guide. I could relate other instances of foolishness or worse, but I forbear.

I shall now mention some things I heard, some of which I know to be true. I have been told that the board held sittings and gave decisions when only two members were present, and that this is contrary to the express provisions of the Act. I have been told that some debtors had two sets of creditors, one set who gave credit before May, 1935, and the other set after that date; and that the board gave the debtor a cut on the bills contracted before May, 1935, and five years to pay them, and when the man who gave credit after May, 1935, refused to take a similar cut he was informed that he was debarred from collecting his bill, or even taking steps to collect it till the five years would be up. Some lawyers say this also is entirely contrary to the provisions of the Act. But what are the people going to do about it? I am also told that in some of the cases which some of the official receivers prepare and send on the Board of Review, the official receivers are themselves creditors. It can easily be ascertained whether this is true or false.

One more incident, and for this I have documentary proof. On the 5th of last month two members of the board, namely Messrs. Harding and Darby, held court at Souris and cited before them John J. Campbell, Jerome McEachren and Russell Peters as debtors, and a number of other men as