MONK, J. This is an application of an insolvent, under the Insolvent Act of 1864, for a confirmation of his discharge. The insolvent made an assignment, and, subsequently, the required proportion of his creditors signed a deed of composition, under which he was to be discharged on paying 3s. 9d. in the £., for the payment of which he gave security. He now applies to the Court to confirm the discharge, and the application is opposed by Messrs. Law, Young & Co., Holland, John Redpath & Son, and other creditors. There are several grounds of opposition. In the first place, it is alleged that he made several purchases in contemplation of bankruptcy. Thurber had been doing business here for several years back. He had evidently no knowledge of book-keeping. On the 30th Dec., 1863, he took stock. At this time he considered himself perfectly solvent. But the balance sheet shows that his solvency depended upon a great many outstanding debts, some dating four or five years back, which could not be considered of much value. He had little or no capital, but nevertheless, his transactions were very large. During 1864 and 1865, he made purchases from Messrs. Law, Young & Co., and other parties, and the first pretension is that he made these purchases knowing that he was insolvent, and in fraudulent contemplation of bankruptcy. Further, that in 1865, when on the very verge of bankruptcy, and when the clouds were thickening around him, he credited his wife with $3000, with interest. It must be conceded that this had a suspicious look, as well as the circumstance that he made no balance sheet in 1864. But though these circumstances, combined with the fact of his large purchases, and the small amount of his capital, seem to justify the pretensions of the opposing creditors, yet I do not find sufficient evidence to justify me in thinking that at this time Thurber knew himself to be insolvent. During the time he was making these purchases he was borrowing money at heavy interest from brokers, paying from a half to one per cent. per week, and obtaining large discounts at the banks. The evidence respecting these transactions gives a curious insight into the way business is done in Montreal. He thought he would be able to pull through. He seemed to be a man of great resolution, who would struggle to the last. As for the $3000 credited to his wife, it appears that this was done solely at the suggestion of Mr. Montgomery, his book-keeper. The money had been advanced to him by his father-in-law, by his own note for $2000, and $1000 in cash; and it was understood at the time this advance was made that it was to be placed to the credit of his wife. I am firmly convinced, from an examination of the evidence, that Thurber believed he would be able to pull through. I cannot believe that he was aware of his insolvency. Further, it must be taken into consideration that two-thirds of his creditors have consented to his discharge. This is a fact which should have considerable weight, that a number of shrewd business men have signed his discharge, and are of opinion that he should be discharged. There is another fact. A note of his for upwards of $3000 was coming due on the 15th of May. Three days previously, he went to the bank, and offered $2000. The bank said they would not take $2000, but that they would hold the note over for a few days. He struggled to the last to maintain his credit. This does not look like the conduct of a man about to make a fraudulent bankruptcy. In order to maintain the pretensions of the opposing creditors, I would have to go to the extent of saying not only that he was insolvent, but that he was aware that he was insolvent, and that he made the purchases in contemplation of insolvency. Now, I cannot go to that extent. The next ground urged was that there have been fraudulent preferences in favor of various parties; but I see nothing in the transactions complained of, that amounts to fraudulent preference. It is also alleged that an illegal consideration was given to induce one of the creditors to sign the deed of composition. On examination, however, it appears that the estate was not injured by this in the slightest degree, and I do not think the objection well founded. I am of opinion that the opposition to the discharge must be dismissed, and the discharge confirmed.

Abbott & Carter, for the petitioner.

Bethune, Q. C., for the contesting creditors.