

which are taken chiefly by the United States, in successive years :

1871.....	8,355,874
1872.....	8,527,249
1873.....	11,357,099
1874.....	9,221,141
1875.....	6,224,781
1876.....	4,647,470

With such figures before us we can have no doubt as to the prostration of one of our most important industries, and we can well understand that so serious a depression in that industry must react upon all others. On another point Mr. Charlton made some remarks which would have been appropriate had they not been tinged with party spirit. The acquisition of British Columbia and of the North-West territory has been a heavy strain upon the resources of the Dominion—that all must admit. It may be that the acquisition was premature, but there can be no doubt whatever that the political party in Ontario, with which Mr. Charlton is identified, was specially responsible for the early acquisition of the present Province of Manitoba and of the North-West. There was a serious division of opinion among the small population of the territory on the subject,—the minority, composed chiefly of new immigrants, being favorable to the union with Canada, while the majority, consisting of the native population, giving a decided preference to the old Hudson Bay Company's *regime*. All the negotiations were conducted in concert with the Imperial Government, and with their entire concurrence, and the Canadian Government had no reason whatever to apprehend the serious outbreak which afterwards occurred. Nothing is easier than to find fault, and Mr. Charlton, who complains bitterly enough of fault-finding with the present Government, is but too ready to imitate the example of those whom he condemns. On the whole, the Manitoba difficulties were dealt with most prudently and successfully, and with no considerable expenditure of money. The North-West having been acquired, the consolidation of the Dominion by the incorporation of British Columbia became almost a necessity. Had it not taken place the annexation to the United States of the territory west of the Rocky Mountains could hardly have been averted. We have no doubt that Mr. Charlton would have solved the difficulty by leaving British Columbia to its fate, but the statesmen of his party have not ventured to take that line. Their complaint has ever been that the Canadian Government did not accept the terms proposed by British Columbia, viz., the immediate construction of a stage road, and the expenditure of not less than a million per annum on a

railroad. Had such a proposition been entertained by Canada there can be little doubt but that it would have been assailed with not less vigor than was the scheme that was actually adopted. While we see much to object to in Mr. Charlton's speech, the notice we have taken of it is proof that we consider it deserving of public attention.

THE AMENDMENTS TO THE INSOLVENT ACT OF 1875.

The amendments to the Insolvent Act of 1875, proposed by the Minister of Justice, are now before us. There are only one or two points on which they will alter the general bearing of the original Act. In minor matters there are several slight changes, all tending in the right direction. The time given to prepare the insolvent's statement is shortened to *seven* instead of ten days, and the time at which the first meeting can be held to not less than fourteen days instead of twenty-one. These changes are certainly most desirable to prevent the vexatious delays by which merchants at present suffer, in learning how the estate stands, and in taking action towards disposing of it. There is one difficulty, however, in thus curtailing the time to elapse before the first meeting which, though applicable only to large estates with a widely extended circle of creditors, or to those of importers whose creditors are chiefly in England, France or Germany, is still serious; it does not allow time to communicate with all, and enable each to appoint some one to represent them, if they have not already a permanent representative here. There should be some special provision made for such cases, based, we suggest, on whether the statement shows the majority in number and value to be resident in Canada or in foreign countries.

The expenses of advertising are also slightly reduced, but not so much so as to exclude that amount of publicity needful to secure those interested against error or fraud. The remuneration of the interim assignee is also left still more completely in the hands of the creditors, subject only to revision by the court or judge.

The principal alteration is the cancelling of section 58, relating to the refusal or suspension of discharge if 33 cents in the \$ be not paid, and the substitution of the following addition to section 65 :

"Provided always that the judge shall not grant any discharge under this section, in any case, unless some one of the following conditions be established by proof, that is to say :

(1). "That a dividend of not less than fifty cents on the dollar on the unse-

"cured claims has been, or will be, paid out of the insolvent's property; or,

(2). "That such a dividend might have been paid but for the negligence or fraud of the assignee or inspectors; or,

(3). "That the insolvent had on some one day prior to the institution of the proceedings in insolvency mailed, prepaid and registered, to the address of each of his creditors so far as known to him, a declaration acknowledging his insolvency, and that no proceedings in insolvency had been instituted against him for more than one month after the mailing of such notice, and that such a dividend would have been paid but for circumstances for which the insolvent cannot justly be held responsible, arising more than one month after the mailing of such notices."

In sections 71 and 72 there are amendments to facilitate the dealings of the estate with regard to leases, and in section 74 the limit of six months instead of one year is placed on the landlord's privilege for overdue rent.

Section 75 is cancelled, and new (and improved) regulations for the disposal of real estate substituted.

Section 91 refers to the privilege of employees for salary. It is now proposed to limit this to *two* months' arrears instead of *three*, and to one month of the current year, or term of engagement, instead of *two*. We are inclined to question the justice of this. "The laborer is worthy of his hire," and if his employer, through carelessness, or that impecuniosity which is not by any means a rare development previous to bankruptcy, has delayed payment of wages which the employee could not well urge, without perhaps endangering his means of livelihood, it is only fair he should be protected. A three months' privilege could not, in most cases, be deemed excessive. The limiting of privilege for the current year of engagement to one month is not so objectionable; for his arrangement with his employer is a contract, which is broken by insolvency like any other, and it is even open to question if he has any real right to a privilege, in this respect, over other creditors.

The amendment to section 118 does away with the provision for the discharge of the insolvent out of the assets of the estate. It does seem hard, no doubt, that creditors, who have already lost money, should have to pay for acquitting their debtor from his liabilities; but it is a question whether, if he has given up everything to his creditors, as the law directs, they are not entitled to give him a legal discharge, the expenses of which, how-