

the claim was provable as a debt within the meaning of the Insolvent Act.—*Re Williams*, 31 U. C. R. 143.

Sec. 57.—But held that a claim for compensation as to a certain number of barrels (under the circumstances mentioned above) which turned out not to be of the quality agreed for, was clearly a claim for unliquidated damages, and could not be proved.—*Re Williams*, U.S.

Sec. 89.—The presumption that transactions within 30 days next before the assignment, was made in contemplation of insolvency, is not conclusive, but may be rebutted by evidence.—*Campbell vs. Barrie*, 31 U. C. R. 279; *Archibald vs. Haldan*, *ib.* 295.

Sec. 94.—If some of an insolvent's creditors are purposely or negligently omitted by him from all lists of creditors furnished by him, and they are still left out and excluded from all consideration in a composition made by the insolvent with all his other creditors, and no provision whatever be made for composition with them, it would be contrary to the whole spirit of the Act to hold that the omitted creditors should be barred of their action by the discharge agreed upon in a deed of composition so executed, notwithstanding it might be confirmed by a judge.—Per Gwynne J. in *Shaw vs. Massie*, 21 C.P. 270.

The deed of composition must shew on the face of it that it is an agreement made with all the insolvent's creditors, or for the benefit of all.—*Ib.* 271.

The majority of creditors, required for a discharge, may agree to accept a smaller composition than the debtor, if hard pressed, might have been able to pay, in the absence of any fraud.—*Ib.* 276.

Sec. 104.—The confirmation by a judge does not give to a deed or consent in writing any greater effect than is provided for in the deed or consent itself, or in the clauses of the Act prescribing their effect.—*Shaw vs. Massie*, 21 C. P. 270.

Sec. 154.—The specifying the value and amount of a security held and putting a value on it under oath, and the other proceedings to be taken with respect to it, is not a matter of procedure merely under this section.—*Re Chaffey*, 30 U. C. R. 73.

Anything affecting the rights of creditors in the distribution of the assets, or creating a new or different method of proving against a joint or separate estate, which would substantially alter the course of distribution, cannot be considered a mere "matter of procedure." But matters connected with the conduct of assignees and the jurisdiction of the Court over them, do fall within these words.—*Re Botsford*, 22 C. P. 68.