GENERAL CORRESPONDENCE.

Act of 1865 *amending Insolvent Act of* 1864 *—Schedule of creditors.*

To the Editors of the U. C. Law Journal.

Gentlemen,—Would you be so good as to inform me in the next issue of your valuable *Journal*, whether, under the amended Insolvent Act of 1864, it is necessary for an insolvent, when making an assignment of his estate and effects under said Act to the official assignee, to attach a schedule of his creditors to such deed of assignment.

And oblige, truly yours,

T. Theobald.

Woodville, July 11, 1866.

[There appears to be some doubt upon this point. Sec. 2 of the amending act says, that a voluntary assignment may be made "without the performance of any of the formalities or the publication of any of the notices required by sub-sections one, two, three and four of sec. two of said Act," of 1864. Sub-section one here alluded to, amongst other things, requires a schedule of creditors to be prepared and exhibited at the meeting called by advertisement; and sub-section 6 of same section, which is not referred to in the amending Act, provides for the execution of the assignment, and that "a copy of the list of creditors *produced at the first meeting of creditors*, shall be appended to it." Hence the difficulty.

It might reasonably be argued that where a list of creditors is produced at such meeting, which meeting even did not in fact take place, no copy of such document could be appended. And in furtherance of this view it may be urged, that the object of the amending act is to simplify and expedite the steps necessary to place the property of an insolvent in such a position as to be equitably divided amongst all his creditors; whilst on the other hand it is doing no great violence to the language used to interpret the words of sub-sec. 6 to mean "a list of the creditors of the insolvent shall be appended to it;" and besides this the amending act makes no reference in terms to this 6th sub-sec. of sec. 2 of the act of 1864." The result is, that while we cannot say the schedule should at the time of the assignment be attached to the deed, it would in all cases where that course is practicable, be desirable to adopt it.—Eds. L. J.]

To the Editors of the U. C. Law Journal.

Gentlemen,—Will you please inform me,

1st. To what extent parties are responsible who give advice on titles to land?

2nd. Who are liable in Canada in such cases?

3rd. What are the grounds of their liability?

4th. What is the remedy which a purchaser has against his adviser in a case where by his advice he pays out a sum of money for land, and afterwards loses the land bought through a bad title?

5th. What is the liability which a conveyancer will incur for an incorrectly drawn deed or lease?

6th. Have any cases of the above kinds been decided in Canadian courts, and on what grounds were decisions given?

By kindly giving full answers to the above questions in your next issue you will confer a great favour on,

Yours truly,

A Subscriber.

[Our correspondent would be, we are afraid, rather a hard task-master. His questions, though certainly sufficiently general, and probably also of general interest, can scarcely be answered within the limits that we can devote to answers to correspondents. We may, at some future time, be in a position to return to the subject opened by his exhaustive queries. But at present we can only suggest to any of our readers, who have time and inclination for the task, to give the public the benefit of their researches on the questions submitted. Some of these questions indeed forcibly recal to our mind that which we have so often condemned, namely, that persons devoid of learning and to a great extent irresponsible should be allowed to compete on equal terms with those who have spent their time and money on qualifying themselves for the practice of their profession, to the great injustice of the latter, and to the detriment of the public.—Eds. L. J.]

MONTHLY REPERTORY.

COMMON LAW.

C. P. June 2.

Scott, P. O., v. The Uxbridge and Rickmansworth Railway Company.

Tender under protest is a good tender. *Manning* v. *Lunn*, 2 C. & K. 13, confirmed. 14 W. R. 893.