The act as to voluntary assignments does not state what effect the discharge shall have, either as regards the person or property; and I have often thought it was intended to enable the insolvent to stop costs, by assigning all he has, and by letting the creditors at their meeting dispose of it, and, if there is no reason for any misconduct, to withhold a discharge, that the judge grants simply a discharge as to that estate and those debts, so far as that property only is concerned, or annexes a condition or suspends it for a time, and that no further actions can be brought or proceeded with to recover either out of the property then assigned or out of other acquired property, but that the other acquired property may be administered either in the Insolvent Court or in Chancery. I see it has been done in England in both Courts. I merely refer to this, and hope to see an article on the subject from the able editors of the *Law Journal*, as no subject is more discussed by the profession in the country than it.

I am, yours truly,

D.

Insolvent Acts—Assignees, &c.

To the Editors of the Canada Law Journal.

Gentlemen,—Your correspondent "Quinte," in the April number of the *Local Courts' Gazette*, addressed to you a long letter in reference to a communication of mine to your paper, on the subject of the conduct of official assignees and the working of the insolvent laws. Other urgent business has prevented me from replying to it, as I conceive it should be answered. "Quiute," from some cause or other, takes umbrage at my remarkes on assignees. Since I wrote my letter, and since his in answer, another correspondent of yours, signing himself "Union," has corroborated my remarks on assignees in your May number of the Journal. I regret to say that I fear all I have said about assignees is too true. I will mention one instance that has lately come to my knowledge. An assignee in the County of York lately undertook to get a young man in the county a discharge under the insolvent laws. Having some acquaintance with the young man, I asked him, from curiosity, what this assignee agreed to do the work for. He says $78! Now, here is an assignee, not a lawyer remember, actually taking a sum larger than even a lawyer would charge, for what? Not certainly for acting for creditors, as the man has no estate, but for drawing papers, notices, attendances before the judge, drawing final order, &c. *Ex uno disce omnes.* I am well aware that assignees have to give security, as "Quinte" says, but I am complaining of the way assignees act. Assignees in too many cases in Canada are merely broken down tradesmen themselves, and people are beginning to think the whole bankrupt law machinery is a humbug. "Quinte" says the present insolvent law of 1864 is not a bungled affair, and he gets rather witty, if not irate, at me for calling it *bungled.* The fact alone, of the necessity of passing an act in 1865 to define the meaning of the act of 1864, is an answer to "Quinte." But taking the two acts together, there are still many doubtful clauses and meanings in them. Some half a dozen cases have arisen already on the construction of certain sections, and there will be dozens more before the acts are understood. What I mean to say is, that the two acts are not plain, are not comprehensive, are not guarded enough. I believe it is quite possible to add greatly to their legal virtues. Some clauses might be left out or consolidated, others should be added. I believe all the suggestions in my former letter right, and particularly mention that relating to personal notice of the final discharge, which I think should be given to each creditor on the application for the final order. I quite agree with many of "Quinte's" cases about the power to remove assignees, and I dare say that the case of *Re Mew* v. *Thorne*, 31 L. J. N. S., is law. We don't disagree about that, but I believe the judge might very well have the power to add conditions to the final discharge. I understand "Quinte" to say that I am wrong in stating that the "*final order*" does not discharge from any debt not included in the insolvent's schedule. He cites several cases to which I will presently refer. Yet at the end of his letter one would think he actually agreed with me on the point. This part of his letter is so *uncertain* that I shall take it that he disputes my position, for he pretends to say that the cases he quotes, "decided that a final order granted under the English acts, similar to our then bankrupt and insolvent acts, could be set up as a defence to any debt *not included in the schedule.*" I will refer to his quoted cases and prove the reverse in a moment. But before