abolished, it was no longer in his power to go into insolvency voluntarily, and, therefore, knowing that his estate was worth less than twenty shillings in the pound, feeling that insolvency was the only remedy, he might find himself in that position that his creditors would not choose to take the initiatory proceedings, and in the meantime his estate would be depreciating from day to day to the injury of all parties. That was remedied by the third clause, which put it in the power of the insolvent to say: "If you do not choose to take proceedings against me in insolvency within thirty days after I made you acquainted with the fact that my affairs were embarrassed, and if that delay has been such that my estate, which then would have paid fifty cents in the dollar, can now only pay a much smaller sum, I am entitled to my discharge." Those were the three conditions prescribed by the Act of 1877. The feeling against the Insolvent Act grew stronger and stronger. It was found that that feeling was not to be overcome even by those restrictions, and ultimately, after one attempt had been made in the first Session, in the second Session of this Parliament the repeal of the Act was effected. Then was the time, if it had been intended as to pending cases, to modify the conditions in the late law and to have proposed modifications. If any special legislation was to be made with reference to the persons who remained under the operation of the law, it should have been made at the time that Parliament was dealing with the question and abolishing the laws. In no such proposal was there made, that he could remember—at any rate none was pressed to a division—but now it was proposed, after the Insolvent Law had disappeared from the Statute-book, as to all but those old cases, that they should relax the conditions of discharge with reference to those who had come under its operations, and that for all practical purposes, in the light of all past experience, they should declare that all existing insolvents should be discharged. It would be a simpler and more beneficial thing for everybody but the lawyers, if his hon. friend would modify his Bill and say that all undischarged insolvents are hereby discharged. In some instances if a case came before a Judge and nobody would proceed with his restrictions, there would be a discharge, after some expense and trouble, for all the insolvents that remained undischarged. Before a measure of this kind was passed, it would have been proper for his hon. friend to have obtained statistics and other information, to enable them to judge of the persons in regard to whom, and the circumstances under which, there had been a failure to obtain relief. They would thus possess information which would enable them to form a better judgment as to why this measure should be supported. Without knowledge of this kind the hon. gentleman was practically proposing to re-enact that clause of the old Insolvent Act found most objectionable, and to bring things back to that condition which produced the repeal of the Act—the condition enabling a person to go into insolvency after he had dissipated the whole of the assets, and then by a decree of the Court escape from further liability from his debts.

Mr. COLBY said that the Bill before the House was not of the nature understood by the member for West Hastings (Mr. Brown), or which would in any way revive the old Insolvent Act. It simply dealt with the class of pending cases for which provision was made in the Repeal Act of last Session. He would agree with the hon. gentleman if there was any endeavor to change substantially the condition of things created by that Act; for he thought that no law was ever enacted by this Parliament, that had given greater satisfaction to the country and done more substantial good than that repealing the Insolvent Law. He did not agree with the remarks of the hon. member for West Durham. The Act which it was proposed to modify only stood upon the Statute-book three years. The Bill introduced by the member for West Durham, when Minister of Justice, was passed in 1877, and the Insolvent Act was repealed in 1880 All that the member for Prince Edward (Mr. McCuaig) desired was to give to the debtors now in the Insolvent Court that measure of relief which existed under the law when their debts were contracted. Nearly all of the debts now represented in the Insolvent Court were not created during the existence of the Act of the hon. member for West Durham, but during a prior period, either under under the Act of 1869 or the Act of 1875, the provisions of which were sought to be revived. He (Mr. Colby) believed that this Parliament was responsible in some degree for the condition of that debtor class. The argument of those who endeavored to repeal the Insolvent Act was, that its tendency was to induce persons not fitted for trade to embark in it, and encourage speculation and recklessness in trading, and to promote precisely the evil condition of affairs which existed. Now, if Parliament was responsible for that condition of affairs, he thought it was simply due to those who had suffered thereby to give them that relief which existed under the law which was in force at the time the debts were created. That was simply what was achieved and nothing more. The member for West Durham said that if you revive this law you discharge the debtor as a matter of course. He must have forgotten the very stringent provisions of the law of 1875 with regard to the discharge of a debtor, requiring the consent of a majority of the creditors representing three-fourths of the indebtedness, as also the requirement that the applicant should show to the Court that he had been honest in his transactions, and also careful, and had kept regular books, and that the consent of those creditors had not been obtained by fraud, collusion, or misrepresentations. That was not an evidence of an open door, or broad mode of egress, or a very easy whitewashing method. The law was very stringent, making it extremely difficult for a debtor complying with its conditions to get his discharge. He had been always opposed to that principle of the law, which the member for West Durham introduced, respecting the debtor's discharge. But while they had an Insolvent Act—he (Mr. Colby) did not believe in such an Act at all—but while it existed, and it provided a mode for the discharge of a debtor, it was not reasonable to insist that an estate must pay fifty, sixty, or seventy-five per cent. before he was discharged. It was simply a question of honesty—whether he should be discharged or not. They all knew how estates dwindled away in the hands of official assignees. Hon. members who entertained those views and opposed the Bill introduced by the hon. the Minister of Justice, were voted down by a solid majority. Yet they made out a clear case that the majority of the estates sold would not pay fifty cents on the dollar—the smaller class of estates particularly—after they had been filtered through the assignee's office. Experience showed that it was difficult even for solvent estates to pay fifty cents on the dollar. Consequently a double injustice was done to the debtor, by the stringent clause which the hon. member now sought to modify, and which was incorporated in the Act of 1867, whereby the House departed from the humane principle of the Insolvent Act, and compelled a debtor to do what it was impossible for an honest debtor to do, under the circumstances, which were incident to the winding up of estates. The creditors had it in their power, under the Insolvent Act, at any time when the debtor was unable to meet his liabilities, to bring him under the operation of the law. The creditors having the power to do that which the debtor had not the power to do. Parliament having abolished the principle of voluntary assignments, under which a fifty cent clause might be somewhat logical—because if the debtor had that privilege and neglected to avail himself of it, he might be punished for that neglect—if they neglected to take action until such time as the debtor's estate would not pay fifty cents on the dollar, it was not the fault of the debtor. Under those circumstances, particularly as the cases which were