on an appeal from a decision of the Clerk of the Queen's Bench, who had refused an order for a writ of replevin against a guardian in insolvency on the ground that no such action would lie under the second section of the Replevin Act. It is very seldom that an appeal from Mr. Dalton's ruling is made, and more seldom when made is it successful; this one may, therefore, be noted as the exception which proves the general soundness of his decisions; and as to this point, it has, we believe, hitherto been supposed, amongst the profession, that the law was as laid down by Mr. Dalton.

We do not intend at present to state the facts of the case in full, as it will shortly be reported; but the point decided is simply that goods in the possession of a guardian or official assignee in insolvency are not in "the custody of any sheriff or *other officer*" within the meaning of Sec. 2 of Con. Stat. cap. 29. In other words that goods may be replevied from a guardian or assignee in insolvency, notwithstanding the second section of the Replevin Act.

The reasons which the learned Judge gives for his opinion, in a very elaborate judgment, are to our minds conclusive, notwithstanding the apparently comprehensive words of the section; but we cannot at present state them at length. He holds, however, that the term, "sheriff or other officer," means a sheriff, or such an officer as his deputy or bailiff, or a coroner, "to whom the execution of such writ of right belongs;" and that what is declared by the statute not to be authorized is the replevying the goods which *such* sheriff or other officer shall have seized under or by virtue of the process in his hands; and that when the goods are delivered to the guardian or assignee, in discharge of the sheriff, the former holds them, and has only a right to detain them, on the supposition that they are the property of the insolvent, which supposition, however, their true owner has a right to prove to be false, and take the goods as his own.

There can be no doubt at least of this, that this view is the one most consonant with practical justice; if the law be not as stated, incalculable injury might arise to the true owner, without any possibility of redress, and without doing any good either to the insolvent or his creditors.

LAW BILLS OF THE SESSION.

Among the Acts passed this Session is the following. We shall publish some more next issue.

An Act to make Debts and choses is action assignable at Law.

Her Majesty, &c., enacts as follows:—

1. Every debt and chose in action arising out of contract, shall be assignable at law by any form of writing, but subject to such conditions or restrictions with respect to the right of transfer as may be contained in the original contract; and the assignee thereof shall sue thereon in his own name in such action, and for such relief as the original holder or assignor of such chose in action would be entitled to sue for in any court of law in this Province.

2. The bonds or debentures of corporations made payable to bearer, or any person named therein or bearer, may be transferred by delivery, and such transfer shall vest the property of such bonds or debentures in the holder thereof, to enable him to maintain an action thereon in his own name.

3. "Assignee" shall include any person now being or hereafter becoming entitled by any first or subsequent assignment, or any derivative or other title, to a chose in action, and possessing at the time of action brought the beneficial interest therein, and the right to receive and to give an effectual discharge for the moneys, or the charge, lien, incumbrance or other obligation thereby secured.

4. The plaintiff in any action or suit where the assignment is required by this Act to be in writing, may claim as assignee of the original party or first assignor, setting forth briefly the various assignments under which the said chose in action has become vested in him; but in all other respects the pleadings and proceedings in such action shall be as if the action was instituted in the name of the original party or first assignor.

5. In case of any assignment of a debt or chose in action arising out of contract, and not assignable by delivery, such transfer shall be subject to any defence, or set-off in respect of the whole or any part of such claim as existed at the time of, or before notice of the assignment to the debtor or other person sought to be made liable, in the same manner and to the same extent as such defence would be effectual, in case there had been no assignment thereof; and such defence or set off shall apply between the debtor and any assignee of such debt or chose in action.

6. In case of any assignment in writing as aforesaid, and notice thereof given to the debtor or other person liable in respect of a chose in action arising out of contract, the assignee shall have, hold and enjoy the same, free from any claims, defences or equities which might arise after such notice as against his assignor.