tising for two months sufficient without postal notice. A similar conclusion is equally suggested in the case of a consent in writing of the creditors as provided for in sub-sec. 3 of the same section. Nor does this conclusion appear to me less clear when the application is under sub-sec. 10, where the application for a discharge is not until after the expiration of one year from the date of an assignment, which must have been advertised, or from the issue of a writ of attachment also advertised, and under each of which other proceedings requiring advertisement and postal notice will have taken place, or the insolvent will not be in a position to ask for a discharge from his liabilities.

On the whole, after some hesitation, arising mainly from my respect for the well known care and discrimination of the learned Judge in the court below, I am compelled to differ from his conclusion, and am of opinion the 11th sec. does not apply to the present case, but that the 6th and the 10th sub-sec. of sec. 9 point out all that was to be done on the insolvent's part to enable him to bring his application before the Judge.

The appeal must therefore be allowed, and the application further heard. Assuming that I have power over the costs of this appeal, I do not think it a fit case to give them.

CORRESPONDENCE.

Division Courts—Sec. 83 *of D. C. Act.*

To the Editors of the Local Courts Gazette.

Sir,—The columns of the Law Journal have always been open to communications relating to the practice in Division Courts as followed by different judges, perhaps with a view to establishing an uniform practice in Upper Canada. Now the judge of these counties lately put a construction upon the 83rd sec. of Division Courts Act which must be new to a majority of the judges and members of the profession.

The section in question enacts as follows, 'Every clerk or bailiff may sue and be sued for any debt due to or by him, as the case may be, separately, or jointly with any other person in the court of any next adjoining Division in the same county, in the same manner, to all intents and purpoess as if the cause of action had arisen within such next adjoining Division, or the defendant or defendants were resident therein, and no clerk or bailiff shall bring any suit in the Division Court of which he is such clerk or bailiff."

The suit before the judge was brought against a bailiff of a Division Court in the Division next to the Division in which the contract arose and of which defendant was bailiff, both being in the same county, but he resided in another county, and the judge held that he had no jurisdiction, as this section gives plaintiff liberty to sue in the Division next to that in which bailiff resides, but not to sue in the Division next to that of which he is bailiff and where the contract arose.

Will you be kind enough to say whether you are inclined to put the same construction upon this section as our learned judge.

Yours, &c.,

Sept. 1st, 1866. Enquirer.

[We should be inclined to construct the section, under the above facts, differently from the learned Judge.—Eds. L. C. G.)

Insolvent Act of 1864—*Defects in, and suggested amendments*—Thorne *v.* Torrance—*Notices to Creditors.*

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

Sirs,—The cases of *Thorne* v. *Torrance*, and *Ross* v. *Brown*, recently decided by the Court of Common Pleas, have, I think, taken the profession by surprise, and go far to unsettle the notion which most lawyers entertained of the effect and operation of the Insolvent law.

The facts were, that John and Charles Parsons being at the time in insolvent circumstances, made an assignment which was not in accordance with the Insolvent Act, and so an act of insolvency within that Act, but good at Common Law, and under the provisions of the Indigent Debtors' Act.

Shortly after the assignment, a *fi. fa.* was issued against the assignors, and placed in the sheriff's hands, and within a few days thereafter a writ of attachment was issued under the Insolvent Act of 1864.

Few lawyers would be found to dispute the position that the assignment in question being in itself an act of insolvency, and followed up in due course by insolvency proceedings, would be invalid against the assignee in insolvency, and if authority were wanting on what would seem so clear a question, the case of *Wilson* v. *Cramp*, recently decided by V. C. Mowat disposes of it, but in the cases referred to, the Court of Common Pleas have decided that the effect of the insolvency proceedings is not only to render the assignment invalid as against the assignee in insolvency, but to let in the claim of the execution creditors. Several English cases are cited as apparently supporting this view; let us see whether on a careful review of them, they do support it. It is submitted with great deference that they are not authorities for the judgments just pronounced, and in view of the serious responsibilities entailed upon sheriffs and others in acting upon them, it is to be hoped that no time will be lost in bringing the question before the Court of Appeal.

It is difficult to understand the reasoning of the Chief Justice of the Common Pleas in the following extract from his judgment:—