

and although his statements with regard to assignees in insolvency may be startling, I know, within my own experience, of similar cases, and that he has not at all over-stated or over-colored his case, and that they are true. For instance, in this county a trader largely indebted as a produce dealer absconded from the Province about five years ago, and took with him some thousands of dollars wherewith to commence business in the United States; but finding the people there more acute than himself, he soon became penniless; in this forlorn condition he returned to his former home (a comfortable brick cottage, nice orchard and garden, outbuildings, &c., all of which he had, before leaving Canada, conveniently placed in the keeping of an accommodating brother-in-law); he then went through the form of making an assignment of his estate and effects (?) to one of the assignees in insolvency appointed by a neighbouring board of trade, and struck a bargain with him to put him through for a named sum! The assignee instead of acting under the 10th section of the act, by calling a meeting of the creditors for the public examination of the insolvent, or having him and other persons examined before the judge as he, acting in the interest of the creditors generally, might and ought to have done for the purpose of ascertaining what his assets really were and what had become of the money wherewith he absconded, &c., set to work and solicited, in the interest of the insolvent himself, a release from the requisite number of his creditors, some of whom were told (also in the interest of the insolvent) that it was true "the man had committed a wrong in leaving the country as he had done, and so forth, but there was no use in keeping the poor man under; he was back now and would probably do better for the future," &c. And so the thing was procured through the importunities of the insolvent, aided by the disinterested recommendation of the assignee; the weight of whose position was lent to the procuring of that which under ordinary circumstances could not have been obtained, and which the assignee by all his might and main ought in the interests of truth and honesty, if not in that of the creditors, to have opposed. The result was that the requisite creditors signed the discharge, the notice of its deposit with the clerk of the County Court of the application for its confirmation was given by the assignee, and when the insolvent appeared his petition for confirmation came up for

hearing, all the papers and notices, &c., were found to be the work of the assignee, who had been the paid retainer of the insolvent, instead of the representative of the creditors; no one appeared to oppose the confirmation of the discharge, or to have the insolvent examined under the 3rd sub-section of the 10th section, the assignee did not do so at all events, and if he had acted in a way which comported with his duty in the matter he would have been there to oppose the confirmation of the discharge. Some of the creditors thought it would be useless to attempt to oppose it with the assignee doing all he could to promote it, and so the discharge was confirmed by the judge, and now the insolvent is enjoying the same property that he occupied before he absconded from the Province. It is a singular feature in the character of most of the assignees appointed by the Board of Trade to which I have before alluded, that, up to a very recent date, they were themselves insolvent in circumstances, or, to speak more plainly, they were nearly all insolvent debtors—persons who have not succeeded with their own affairs set to manage the broken down or disordered affairs of other insolvent people; and the assignee whose acts I have hereinbefore particularly alluded to was himself one of the number.

I observe your correspondent, SCARBORO', speaks of the assignee's certificate as a prerequisite to a proper discharge of an insolvent by the judge. I should be very thankful if he would mention, for the information of your readers in general, and myself in particular, under what section of the Insolvent Acts of 1864 or 1865 he finds or infers it to be an essential, as I apprehend the authorities he refers to are applicable to the English Bankrupt or Insolvency Acts only.

Had I not already made this communication too long I should give my views upon some of the defects of the insolvency acts alluded to by "SCARBORO'."

Yours respectfully,

Union, May 1, 1868.

UNION.

[We shall be glad to have the views of our correspondent on the matters he alludes to.—  
Eds. L. J.]