

McCready et al., were aware. He then proceeded to set forth several lots of land, of which he and Leamy, alleged himself to be proprietor, and declared himself to be possessed of horses, cattle, farm implements, provisions, &c., to have two lumbering establishments in operation, and to have a large quantity of lumber; and he finally stated that if his property were sold by auction it would bring more than five times the amount of all his debts.

That the non-payment of the claims of the claimants was not caused by any fraud or fraudulent intent on his part, but was only temporary, and was not caused by any insufficiency of his assets to meet his liabilities. And he concluded by alleging that the proceedings taken by the appellants were so taken without reasonable grounds, for the purpose of enforcing payment under colour of the said Act; and accordingly prayed that it should be ordered that no further proceedings should be taken under the said act upon the said demand, and that the appellants should be condemned in triple costs.

The claimants met the petition in the following manner:—

Firstly.—By an answer in law, by which they urged that it did not appear by the petition that the non-payment of the claims of the appellants was occasioned by any temporary circumstance, nor, in fact, in what manner his stoppage of payments was caused; moreover, that the petitioner did not allege that he had any assets out of the proceeds whereof he could meet his engagements, or that he would soon, or at any future time, resume payment; and also because he did not show what was the amount of his liabilities, but merely stated what he claimed to have as assets.

Secondly.—By a special answer describing their respective claims in detail, alleging that the petitioner had ceased to meet his commercial liabilities generally as they became due; that he had wasted his means in frivolous and vexatious litigation; that he was indebted in large sums of money to divers persons for commercial debts; that he had sold and disposed of all the assets which could be readily sold, and had not applied the proceeds to the payment of his commercial liabilities generally as they became due; that he had secreted and made away with his estate and effects; and that he was insolvent within the meaning of the Insolvent Act of 1864.

Thirdly.—By a general denegation.

The petitioner made no replication to these answers.

At *enquête*, the claimants proved in a general way, that the petitioner had ceased to meet his commercial liabilities generally as they became due, and the petitioner proved that he was possessed of very large and valuable assets, but wholly failed to establish or even explain the amount or nature of his liabilities.

The following was the judgment rendered on the petition:—

“All motions made, held to be unfounded, and the same are rejected with costs, and considering that the petitioner has established by evidence the material allegations of his petition, and that petitioner had not, at the time of said demand made upon him, under the third clause of the Insolvent Act of 1864, ceased to meet his commercial liabilities generally, the prayer of petition is granted, and it is ordered that the said demand shall have no force or

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