poses. On the second question, the case of *Bright* v. *North* has been quoted, but it really does not touch this case. There the corporation was formed to protect the banks of a river. The bill which they opposed sought for power to break down those banks. It was rightly held that opposition to such a bill was as much within their power as opposition to men who were actually digging away the bank with spades. The real meaning of the 9th section, which has been referred to us, binding the minority, appears to me very clear. It was intended as a preparation for the 10th, which enacts that any order of the Commissioner should not be revoked unless at a special meeting 14 days afterwards, and at which a greater number of Commissioners attend than at the former meeting. Is it to be said that a section merely providing that the majority shall determine any question submitted to the meeting, is to be held to bind absent men who knew nothing of these proceedings. I asked several times how is a Commissioner to get rid of this terrible responsibility. It appears he is elected for life, and can only get rid of his office by remaining away 18 months. In *Horsley* v. *Bell*, all the meetings were not, it is true, attended by all the defendants, nor were all the orders signed by all. But the meetings and the orders were all parts of one entire plan, of which all had approved, and therefore one was held to satisfy the other's acts as his agent. In *Horsley* v. *Bell* the liability was a common law liability entirely independent of statute, but here there can be no question of agency when the principal distinctly protests.

WHITESIDE, C. J., concurred with the majority.

Rule discharged.

## CORRESPONDENCE.

### *Insolvent Act—Effect of discharge.*

TO THE EDITORS OF THE LAW JOURNAL.

There is a subject which I have dwelt on very much in studying the act; it is this:—The act as to voluntary assignments does not state what effect the discharge shall have, either as regards the person or property; and I have often thought it was intended to enable the insolvent to stop costs, by assigning all he has, and by letting the creditors at their meeting dispose of it, and, if there is no reason for any misconduct, to withhold a discharge, that the judge grants simply a discharge as to that estate and those debts, so far as that property only is concerned, or annexes a condition or suspends it for a time, and that no further actions can be brought or proceeded with to recover either out of the property then assigned or out of other acquired property, but that the other acquired property may be administered either in the Insolvent Court or in Chancery. I see it has been done in England in both Courts. I merely refer to this, and hope to see an article on the subject from the able editors of the *Law Journal*, as no subject is more discussed by the profession in the country than it.

I am, yours truly,

D.

### *Insolvent Acts—Assignees, &c.*

TO THE EDITORS OF THE CANADA LAW JOURNAL.

GENTLEMEN,—Your correspondent "Quinte," in the April number of the *Local Courts' Gazette*, addressed to you a long letter in reference to a communication of mine to your paper, on the subject of the conduct of official assignees and the working of the insolvent laws. Other urgent business has prevented me from replying to it, as I conceive it should be answered. "Quiute," from some cause or other, takes umbrage at my remarkes on assignees. Since I wrote my letter, and since his in answer, another correspondent of yours, signing himself "Union," has corroborated my remarks on assignees in your May number of the Journal. I regret to say that I fear all I have said about assignees is too true. I will mention one instance that has lately come to my knowledge. An assignee in the County of York lately undertook to get a young man in the county a discharge under the insolvent laws. Having some acquaintance with the young man, I asked him, from curiosity, what this assignee agreed to do the work for. He says $78! Now, here is an assignee, not a lawyer remember, actually taking a sum larger than even a lawyer would charge, for what? Not certainly for acting for creditors, as the man has no estate, but for drawing papers, notices, attendances before the judge, drawing final order, &c. *Ex uno disce omnes.* I am well aware that assignees have to give security, as "Quinte" says, but I am complaining of the way assignees act. Assignees in too many cases in Canada are merely broken down tradesmen themselves, and people are beginning to think the whole bankrupt law machinery is a humbug. "Quinte" says the present insolvent law of 1864 is not a bungled affair, and he gets rather witty, if not irate, at me for calling it *bungled*. The fact alone, of the necessity of passing an act in 1865 to define the meaning of the act of 1864, is an answer to "Quinte." But taking the two acts together, there are still many doubtful clauses and meanings in them. Some half a dozen cases have arisen already on the construction of certain sections, and there will be dozens