latitude. It was not pretended by the United States that another river in substitution for the Mississippi was to be found due west from the north-westerly angle of the Lake of the Woods.

The mode of settling the United States question is a strong argument in favor of the late award. However the Eastern critics are inclined to think that Ontario has got too much, and will not complain that the arbitrators, having found a point clearly defined, did not go west of it to look for a substitute for the Mississippi. They are more likely to complain that the Dominion pretension of the due North line from the Ohio was not adopted. On that point we may observe that the boundaries established in 1791 are perfectly consistent with the interpretation given by the arbitrators to the Act of 1774, as to the boundary of the old Province of Quebec, but would not have been consistent with the other interpretation. What was accomplished in 1791 was the division of the old Province of Quebec, but on the due north interpretation that Province would not have extended to the Lake of the Woods. We are glad to find that the editor of the *Gazette* intends when he hastime to go over the whole range of evidence, and to pronounce judgment on the award. We only wish that the critics would state explicitly what they con-sider the true boundaries, and give their reasons. If they can put their cases better than the learned counsel on both sides, or raise any new points, we shall be surprised.

The foregoing article was in type before we saw the second letter of "Britannicus." Of course we accept his explanation regarding the error as to the leading counsel for the Dominion. He has not grappled with the only question before the arbitrators, viz., the boundary. The extent or value of the territory has nothing whatever to do with the only question before the arbitrators, viz., the boundary according to law and justice. He has supplied data on which to estimate the extent of territory, but he has not clearly stated what he considers the western boundary with the authority on which he defines it.

ASSIGNEES' SECURITIES.

In discussing recently the nature of official assignees' securities, we adopted the opinion that the security required of official assignees by section 28 of the Insolvent Act does not provide against default after the official character of the assigneeship has ceased. We also ventured to say that Mr. Samuel Robinson Clarke, in his annotated edition of the Act, appears to have misapprehended the bearing of sections 28 and 29 in this particular. A letter from Mr. Clarke on the subject will be found in another column, and in it he says, that we seem to have misunderstood the meaning of the passage which we quote from his book. That there was no misunderstanding about the matter is clearly shown by Mr. Clarke's own letter, for in it he reiterates the interpretation to which we took exception. "I think," he says, "the security given by the official assignee will enure for the benefit of the creditor after he becomes their assignee, and for his acts as such assignee." There is, therefore, no misunderstanding, but a square issue between us; and the result of Mr. Clarke's renewed consideration of the point is, that he repeats his former opinion, but in more precise terms.

Mr. Clarke asks, "Why should the 29th section enact that the creditors' assignee should give the same kind of security as the official assignee?" The answer is, that it does not. It simply enacts that the security required by the creditors from their assignee shall be, "in manner, form and effect," the same as that prescribed for official assignees' securities in the preceding section. An official assignee is called upon to give (1) a general security to Her Majesty of $2,000 (or $6,000 as the case may be); and (2) they are also required, in the case of particular estates, to give additional security *on an order of the Court to that effect.* An assignee appointed by the creditors, on the other hand, gives no such general security to Her Majesty, nor is he subject to the order of the Court in the matter of security. In fact, he is not required to give security to the extent of five cents, unless the creditors of the particular estate specially require it, in which case they (the creditors, and not the judge or Court,) fix the amount. But having so settled the security required, the 29th section enacts that such security shall be given "in manner, form and effect" the same as that prescribed for official assignees. This is the only reasonable construction which can be put upon that clause of the 29th section; yet, assuming that it must bear the construction which his question implies, Mr. Clarke makes it go to support the proposition that "the security originally given by an official assignee under section 28 continues after he becomes the assignee of the creditors."

Nor is his position in regard to the main issue strengthened by referring to what happens in default of the creditors appointing an assignee. He says, "when the official assignee becomes assignee on default of an appointment of assignee by the creditors, there is no provision in the Act under which he can be required to give security, and, *a fortiori*, in this case I think the security continues." We are ready to admit that the Courts might hold, in this case, that the original security continues, and in our previous article on the subject we expressly guarded ourselves on the particular point. But is Mr. Clarke prepared to say that when an official assignee becomes assignee through the failure of the creditors to appoint either him or another, that he does *not* retain his official character? That is the position he must take before he can use it to strengthen his general position, that the security required of official assignees continues after the official character of the assigneeship ceases. There is nothing in Mr. Clarke's letter which in any degree shakes us in the opinion (1) that where the creditors exercise the right of appointing an assignee of their own under section 29 of the Act, the official quality of the assigneeship terminates, and (2) that the security required by Her Majesty from *official* assignees is not available except in cases of default which occur during the continuance of the official assigneeship.

In his comments on the clause of the 29th section which relates to security, Mr. Clarke seems to us to be making law instead of interpreting it. The clause itself reads: "The creditors at their first meeting, or at any subsequent meeting called for that purpose, may appoint an assignee, who shall give security to Her Majesty in manner, form and effect as provided in the next preceding section, for the due performance of his duties to such an amount as may be fixed by the creditors at such meeting." Of this clause Mr. Clarke says: "It would seem that if the creditors' assignee is also an assignee appointed by the Governor in Council, and has already given security under section 28, he is not bound to give fresh security under this section, though he may be called upon to increase it." Now, in the first place, there is nothing in the whole Act which declares that the security given by an official assignee is to be available as security in cases where he does not act as official assignee; and, in the next place, the clause says nothing about a "creditors' assignee who is also an official assignee," nor does it put such an assignee in any different position from an assignee who is *not* also an official assignee.

Mr. Clarke accuses us of not distinguishing between the two classes of securities, namely, that given to Her Majesty, and that given under 28 *a* of the Act, for the special benefit of a particular estate. In point of fact we devoted a paragraph of