positions exceptionnelles qui ne deviennent le droit commun que pour le commerce:

Maintient la dite exception déclinatoire, déclare qu'elle la dite Cour n'a aucune jurisdiction sur le dit Regnier, en la présente matière, et le renvoie absous de la sommation émanée contre lui, avec dépens.

DISTRICT OF MONTREAL—IN BANKRUPTCY.

25th April, 1845.

PRESENT:—Mr. JUSTICE C. MONDELET,
" " M'CORD.

A. Z. LANCTOT, *Bankrupt*,

AND

A. M'FARLANE, *Creditor, objecting to granting of Certificate of Discharge.*

In this matter, the Bankrupt was refused his Certificate of Discharge, inasmuch as he had not conformed to the 25th Section of the Bankrupt Law, the Schedule which he furnished, and swore to, not containing the residence of some of his creditors.

Bankrupt cannot, after Certificate of Discharge has been refused, amend his Schedule.

Mr. Cartier, on the day that Judgment was rendered by Mr. Justice Guy, moved that the Bankrupt "be allowed to amend his Schedule, and that new proceedings be had, according to law."

The parties were, on the subsequent day, heard on that motion, and on this day, the Judgment of the Court was announced.

Mondelet J. The Certificate was very properly refused, this Bankrupt not having conformed to Sec. 25th; the Judge, in obedience to Sec. 61st, having declined certifying that the Bankrupt had performed what he was bound to do.

The Bankrupt might, at the second meeting of the Creditors, have amended his Schedule, and surely he was wrong in swearing that he had conformed.

The Court is of opinion, that it has no right to order, or permit that what should have been done at the second meeting, be effected *de novo*, after all the proceedings in Bankruptcy, antecedent to the granting or refusing of the Certificate, have been had. Had the Legislature willed, that such correcting of the Schedule might be done at any meeting subsequent to the second, it would have said so; but no, there is no such *proviso*, and therefore, this privilege of amending or correcting of the Schedule, ought not, and cannot be extended by the Court.

The 43rd Clause, which Mr. Cartier has laid much stress upon, whereby "meetings may be adjourned from time to time, and all things "done at such meeting, shall be of the like force and effect as if done at "their original meeting," cannot be construed to set aside the first and second meetings, and to authorize the doing, *de novo*, what could be done