doing so I will draw attention to the wording of our own act. In the beginning of our act (sec. 2) we find it is required that the insolvent shall file and "swear to a schedule containing the names and residences of all his creditors and the amount due to each." In sub-sec. 6 of sec. 2 again we read of this schedule "of all his creditors." Again, sub-sec. 3 of sec. 9 are these words: "The consent in writing, &c., absolutely frees and discharges from all liabilities whatsoever (except what are hereinafter specially excepted) existing against him and proveable against his estate, *which are mentioned and set forth in the statement of his affairs* annexed to the deed of assignment," &c. Now this is the only effect of the final order. Our act thus requires the insolvent to give in all his debts, but if he does not, the penalty is his liability to pay the omitted debts, notwithstanding his final order of discharge.

Then again to return to "Quinte's" assertions against my law. With respect to the question of whether a debt *not included in the insolvent's schedule is barred or not*, I am referred by "Quinte" to several cases. I am more concerned about this part of his letter than any other, for I have ventured an opinion in a former article that my position is correct. Very much to my delight I find that the *very cases* to which I am referred by this learned Belleville gentleman actually support my opinion and disprove his. It is seldom one sees a legal disputant cite authorities to prove his case against himself.

Philips v. *Peckford*, 14 Jurist, 272, is one of his cases, and which is referred to in his next case, *Stephen* v. *Green*, 11 U. C. Q. B. 457. In *Phillips* v. *Pickford* it is held by the court, "that the final order for protection under 5 & 6 Vict. c. 116, as amended by the 7 & 8 Vict. c. 96, is only a bar to actions brought in respect of debts mentioned in the schedule, and to make a plea of such final order a good plea in bar it must allege not only that the debt *accrued before the filing of the petition* but that it was *named* in the *schedule*. In this case, *Jacobs* v. *Hyde*, 2 Exch. 508, is alluded to and distinguished. Now our bankrupt act and old insolvent law, in speaking of the discharge of the insolvent, always alludes to the list of creditors named in his schedule. *Stephens* v. *Green* is against "Quinte," also *Greenwood* v. *Farrell*, 17 U. C. Q. B. 490. This case, however, turned not upon the point in dispute between us, but upon the case of a man giving a note after his petition or assignment in bankruptcy, and before the final order; and it was held that such a debt was not discharged by the final order. The case militates against "Quinte." It is true Mr. Justice Burns says in his judgment, "In bankruptcy the effect of the certificate is to bar not only debts due and owing at the time of the commission issuing, but also all debts proveable under the commission up to the time of granting the final order." But the decisions in England are under acts worded differently from our bankrupt act. The present act is also different from the law in force in 1843 in Canada, and we must always in considering cases look at the words of the act in force. The policy of our act seems to relate to debts named in the filed schedule of creditors. "Quinte" also refers to *Booth* v. *Coldman*, 1 El. & El. Reports, 414. This case does not support his position, nor does it turn on the point in issue between us, but in its spirit is against him. His other case of *Franklin* v. *Beesley*, in 1st El. & El. Reports, is expressly against him, shewing that the debt to be discharged must be included in the schedule. In this last case, *Leonard* v. *Baker*, 15 M. & W., 202, is referred to (and "Quinte" had better see it), which supports my position. His last case in 8 Jurist is also against him. I observe that there has been a case just decided in the Queen's Bench, *McKay et al.* v. *Goodson*, reported in No. 5 of Vol. 27 of the Queen's Bench Reports, in which Mr. Justice Morrison, holds, that to enable an insolvent to ask for a discharge, if arrested for a debt due prior to his assignment in bankruptcy, he must clearly show that the debt was included in his schedule filed with his assignment. His words are, "Upon an application of this nature it is the duty of the applicant to show specifically that the creditor's debt appears on the schedule."

Now I end this article by saying, "Quinte" has attacked my article to very little purpose, and has caused me to look into cases thoroughly confirming me in my view, that "a debt due from an insolvent before his assignment, to be barred, must be included in his schedule, else the liability remains."

I think, moreover, every lawyer in Canada will agree with me in the opinion, that the insolvent laws of Canada require to be read over a great many times before we can get a proper knowledge of the true meaning of them and that it is difficult to understand some clauses at all. I also venture to say that my remarks as to assignees will be assented to, by the legal profession throughout Ontario.

Scarboro'.

Toronto, June 22, 1868.