Lord Chancellor to the judges, and no less than twelve judges discussed at length the meaning of the words "bankrupt, or otherwise insolvent," and "bankruptcy and insolvency." In connection with this argument, I may observe that it would seem from it clearly to have been the opinion of the Board (as may, indeed, be surmised from the judgment itself) that the reason why the two words, bankruptcy and insolvency, were mentioned in section 91 of the British North America Act was in order that there might be no question that the class of legislation referred to was intended to cover non-traders as well as traders, although the distinction between traders and non-traders in respect to bankruptcy and insolvency had, in fact, been done away with by the English Acts before 1867, and also in Upper Canada, and, therefore, at that time bankruptcy and insolvency may be said to have meant one and the same thing —bankruptcy, however, being the word in vogue in England, and insolvency being the word in vogue in Canada.

Passing now to what is more important, namely, a consideration of what the actual judgment of their lordships was, it will be found, I think, that although the constitutional validity of section 9, whereby executions not completely satisfied by payment are postponed to an assignment for creditors under the Act, was alone submitted to them on what may be termed the pleadings, yet they deal with the Act as a whole, as they were urged to do upon the argument, sufficiently to show very clearly that it must be considered *intra vires* throughout. Perhaps the gist of the decision may be correctly stated as follows: That whereas an assignment for the general benefit of creditors had long been known to the jurisprudence of England, and also of Canada, and has its force and effect at common law quite independently of any system of bankruptcy or insolvency, or any legislation relating thereto; while, on the other hand, it has been a feature common to all systems of bankruptcy and insolvency that the enactments are designed to secure that in the case of an insolvent person his assets shall be rateably distributed among his creditors, whether he is willing that they shall be so distributed or not, although provision may be made for a voluntary assignment as an alternative; therefore, such provisions as are found in the enactment in question, relating, as they do, to assignments purely voluntary, do not infringe on the