no notices were addressed to all his creditors and to the representatives of foreign creditors within this Province, nor were any mailed to them, postage paid, according to the 11th sec., sub-sec. 1 of the Insolvent Act of 1864.

The 6th sub-sec. of sec. 9, points out how the insolvent is to proceed to obtain a confirmation of his discharge, either under a consent or a deed of composition and discharge. It requires, 1st. Filing in the proper office the consent or the deed, 2nd. Giving notice of such filing and of the insolvent's intention to apply on a day named in such notice for a confirmation thereof by the Judge, "and a notice shall be given by advertisement in the *Canada Gazette* for two months, and also for the same period if the application is to be made in Upper Canada, in one newspaper * * * * in or nearest the place of residence of the insolvent."

The 11th sec. is to the following effect:—Notice of meetings of creditors and all other notices herein required to be given by advertisement, without special designation of the nature of such notice, shall be so given by publication thereof for two weeks in the *Canada Gazette;* also, in Upper Canada, in one newspaper, in English, published at or nearest to the place where the proceedings are being carried on. * * * * And in any case the assignee or person giving such notice, shall also address notices thereof to all creditors and to all representatives of foreign creditors within the Province, and shall mail the same with the postage thereon paid at the time of the insertion of the first advertisement.

The application in this case was under the 10th sub-sec of sec. 9, by which the insolvent is required to give notice of his application in the manner provided for by sub-sec 6, above set out, *i.e.*, "in the manner hereinbefore provided, for notice of application for confirmation of discharge."

The first observation which suggests itself, is, that the 6th sub-sec. contains a complete direction as to the notice of the day on which the application for a confirmation of the discharge will be made. The words are precise, and it makes no reference to any other part of the Act as is done in sub-sec 2 of sec. 2, as to each notice of meeting sent by post "as hereinafter provided," evidently alluding to the 11th sec. which fixes the length of time for advertising as well as directs the postal notice.

The 10th sub-sec. of sec. 9 refers to the 6th sub-sec. as to the mode of giving notice, as if all was to be found expressed there.

The 11th sec. professes to regulate "notices of meetings of creditors and all other notices herein required to be given by advertisement without special designation of the nature of such notice." The notice in question is very clearly a notice required to be given by advertisement, and yet it cannot, in one respect, be governed by sec. 11, which names two weeks as the period of insertion in the *Gazette* and newspaper, while the 6th sub-sec. names two months for the same purpose. The form of notice directed to be used by sub-sec. 10, (Q) designates the object of the application to the Judge to be for a discharge under the Act. Waiving for the moment, the question how to construe the words "without special designation of the nature of such notice," it is obvious that the provisions of the 11th sec. both as to time and to the local newspaper are inconsistent with the 6th sub-sec. of sec. 9, the former absolutely, and the latter possibly, for it may not always happen that the place where the proceedings are being carried on is also the place of residence of the insolvent. But the words on which the opposing creditor relies are "in any case, the assignee or person giving such notice" shall also address notices to all creditors, &c., and to mail them, postage paid; the contention is, that this applies to the notice required by sub-secs. 6 and 10 of sec. 9.

I am not sure that I rightly understand what effect or meaning the learned Judge in the Insolvent Court, put upon the words "without special designation of the nature of such notice." Mr. Richards argued very strenuously that they would be satisfied by holding them to apply to the period during which the advertisement is to be continued. I confess this appears to me a forced construction, not in accordance with the guidance to interpretation furnished in the 13th sub-sec. of sec. 11, which, in reference to "every petition, application, motion, contestation, or other pleading under this Act," says the parties may use plain and concise language "to the interpretation of which the rules of construction, applicable to such language in the ordinary transactions of life shall apply." I think the meaning of these words is without special statement of the matters to which such notice relates; thus, the notice by the sheriff of a writ of attachment is couched in general terms.

On the other hand, it is impossible not to admit that there are notices which do contain such special statement, which appear to come within the latter part of sec. 11, and require postal transmission in addition to the advertisement.

The only instance in which I have observed that the Legislature have specially referred to postal notice in addition to advertisement (except sec. 11), is in sub-sec. 2 of sec. 2, and there the advertisement is to state the object of the meeting to be called; but I do not find in this, any argument which leads to the conclusion that postal notice is prescribed as to cases within the 6th and 9th sub-sec. of sec. 9

The 6th sub-sec. applies to the case of an insolvent who has either procured a consent to his discharge, (See sub-sec. 3 of sec. 9), or the execution of a deed of composition and discharge, (see sub-secs. 1, 2, of sec. 9); although such deed of composition and discharge may be made before proceedings upon assignment or for compulsory liquidation. I entertain no doubt that in the great majority of cases, it will be either pending or after such proceedings among other reasons for these suggested by Mr. Edgar in a note on this section of his useful edition of this Statute, and in all these cases the creditors have had notice as required by the Act of previous meetings and proceedings, and the deed itself must have been executed by a fixed proportion of the creditors, a majority in number of those whose debts amount to, or exceed $100, and who represent three-fourths in value of the insolvent liabilities, and the deed so executed binds the remainder of the creditors. In this instance it appears to me, not unreasonable to conclude that the Legislature considered adver-