more before the acts are understood. What I mean to say is, that the two acts are not plain, are not comprehensive, are not guarded enough. I believe it is quite possible to add greatly to their legal virtues. Some clauses might be left out or consolidated, others should be added. I believe all the suggestions in my former letter right, and particularly mention that relating to personal notice of the final discharge, which I think should be given to each creditor on the application for the final order. I quite agree with many of "Quinte's" cases about the power to remove assignees, and I dare say that the case of *Re Mew* v. *Thorne*, 31 L. J. N. S., is law. We don't disagree about that, but I believe the judge might very well have the power to add conditions to the final discharge. I understand "Quinte" to say that I am wrong in stating that the "*final order*" does not discharge from any debt not included in the insolvent's schedule. He cites several cases to which I will presently refer. Yet at the end of his letter one would think he actually agreed with me on the point. This part of his letter is so *uncertain* that I shall take it that he disputes my position, for he pretends to say that the cases he quotes, "decided that a final order granted under the English acts, similar to our then bankrupt and insolvent acts, could be set up as a defence to any debt *not included in the schedule.*" I will refer to his quoted cases and prove the reverse in a moment. But before 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 whatsover (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