they declared they owed $4,819, and that this writ of attachment was still pending. The defendants prayed, therefore, that the attachment in the present cause be declared null.

The plaintiffs demurred to the contestation on the ground that contestants did not allege that they had been ordered to pay the sum admitted to be due, or that they had deposited it in the hands of the Treasurer of the Province, under 36 Vict. c. 5, and 36 Vict. c. 14.

The Court maintained the plaintiff's answer-in-law and dismissed the contestation, remarking that the existence of a prior attachment at the suit of another plaintiff was no bar to the attachment in the present case.

Counsel for plaintiff cited *Duvernay* and *Dessaulles*, 4 L. C. R., 142.

Ivan Wotherspoon for plaintiff.

L. O. Loranger for defendant.

Montreal, March 30, 1878.

JOHNSON, J.

DUHAMEL et al. v. PAYETTE.

Insolvent Act—Claim not properly inventoried.

Held, where an insolvent who was indebted to "Duhamel, Rainville & Rainville," merely put the name "Duhamel" in his list of debts, without specifying any amount, that he was not discharged from the claim by obtaining his discharge under the Act.

This was an action to recover the amount of an account due to a firm of lawyers by a client. The latter pleaded that he had obtained his discharge as an insolvent, and that the amount sued for was included in the list of his debts to the knowledge of the plaintiffs.

JOHNSON, J. The only question is whether the terms of the 61st section of the Act of 1875 have been complied with. That section discharges from all debts that "are mentioned or set forth in the statement of his affairs exhibited at the first meeting of his creditors, or which are shown in any supplementary list furnished by the insolvent previous to such discharge, and in time to permit the creditors therein mentioned obtaining the same dividend as other creditors upon his estate, or which appear by any claim subsequently furnished to the assignee." The list of creditors with the certificate of the assignee of the 27th November, 1877, contains the name "Duhamel," but without mentioning any amount. The name of the creditors was "Duhamel, Rainville & Rainville." A substantial compliance with the Act will free the debtor no doubt. There is abundant authority for that; but on the other hand there is a case in the Upper Canada Law Journal, *Robson v. Warren*, cited in the note to this section in Edgar & Chrysler's Insolvent Act of 1875, that where the plaintiff was incorrectly named, and gave evidence that he had not been notified of the proceedings in insolvency, the debtor was held not to be discharged. That is not precisely the case here, I think, because, probably, the plaintiffs were aware of the insolvency; but there are numerous other cases reported, and the substances of all of them is that the defendant must clearly bring the case within the conditions of exemption. Now I am far from being satisfied that he has done so. There has never been any claim made by the plaintiffs or by any one of them. The register gives no amount, and no name of the real creditors. The subsequent certificate of the name 'Duhamel' with 'avocat' after it in the list of creditors, is not only at variance with the first certificate, but throws no light as to when the word 'avocat' was put there. The letter about Papineau's claim does not touch this one at all, and is not written by the insolvent, and I should have to strain the law to say that defendant can bar the plaintiffs' claim without more attention on his part to what the law held him to.

Judgment for amount demanded.

Duhamel & Co. for plaintiffs.

De Lorimier & Co. for defendant.

LEPAGE v. WYLIE.

Slander—Aggravation by Unfounded Plea.

JOHNSON, J. The plaintiff is the widow of the late Mr. John Brothers, who died on the 8th of January, 1877, and on the 4th of August ensuing she gave birth to a child. The defendant is charged with having, on two occasions in July, said that her husband was not the father of the child, and is summoned here in an action of damages for slander in so saying. He pleads that the allegations of the action are false, and adds, very unjustifiably, as it turns out, that the sole object of the action is to extort money, and that the plaintiff repeatedly tried to get a loan of money from him before she brought her action, and meeting with a refusal, threatened to sue, and