

only at the second meeting. Had the second meeting been adjourned for the purpose of enabling the Bankrupt to correct his Schedule, there would be some plausibility in the Bankrupt's pretension; but how is it possible to say that the ninth or tenth meeting might perhaps, *be* the second.

Now, how could the Court give such a permit, without prejudicing, or at least exposing to be prejudiced, the interests of the Creditors? Should some of them, satisfied that the Bankrupt could never obtain his Certificate of Discharge, have absented themselves, how are they to be notified, supposing they now are in Europe? The notice which, of course, must be given, will not reach them legally, and, of course, will not be binding upon them. It follows, therefore, that there is no certain means of placing the Creditors in as good a position as they were, should the motion be granted.

The Court, had it the right of granting it, would not be disposed to do it, because were it left to the Judge to use his discretion in this respect, he might as often as he would think proper, and according to his opinion, or his caprice, set aside the proceedings, and help a Bankrupt to cover his latches.

After all, whose fault is it, if the Certificate has been refused? The Bankrupt has none other to blame but himself. As to reproaching the Creditors for their having allowed irregular proceedings to go on, as well might a defendant be found fault with for not making the case of the plaintiff. In fact, they are interested, greatly so, in these latches, and when the matter is submitted to the Court, for the granting or refusing the Certificate, it is time for the Creditors to object, and for the Court to do what has been done in this case.

In two words: there is no legal ground for the motion, no right in the Court to grant it; and did the right exist, the inexpediency of entertaining such an application should alone cause its rejection.

Take therefore, nothing by the motion.

For Bankrupt,—Mr. CARTIER.

For Creditor, McFarlane,—Mr. MEREDITH.

DISTRICT DE }
MONTREAL. } COUR DES BANQUEROUTES.

12 Décembre, 1845.

PIERRE LIPPÉ, *Banqueroutier*,

ET

FRS. PERRIN, ET AL. *Syndics*,

Opposant l'octroi du certificat et divers créanciers, etc., assemblés pour octroi ou refus du certificat de décharge.

Présent :—M. le Juge C. MONDELET.

Banqueroutier découvrant une erreur dans la rédaction de son examen, doit, même au jour fixé pour l'octroi ou refus du certificat, être admis à la corriger, sauf l'ouverture de *novo*, de l'enquête.

Banqueroutier doit également être astreint à déclarer (malgré son examen) s'il a retenu quelque chose.

M. Hubert, avant audition, fait Motion qu'attendu que dans un examen spécial, le Banqueroutier paraît dire une chose qui est opposée