

An. Code, 1924, sec. 3. 1912, sec. 3. 1904, sec. 3. 1888, sec. 3. 1888, ch. 411.

3. At any meeting of creditors held under the provisions of the preceding section, and at all other meetings of creditors provided for in this article, a power of attorney in writing, signed by such creditor or creditors, shall entitle the person named as attorney in such power of attorney to act in behalf of such creditor or creditors at any or all meetings of creditors mentioned in said power of attorney, and held under the provisions of this article, as fully as such creditor or creditors signing the same might act were he or they personally present at such meeting or meetings.

An. Code, 1924, sec. 4. 1912, sec. 4. 1904, sec. 4. 1888, sec. 4. 1854, ch. 193, sec. 3. 1880, ch. 172.

4. The said court, or one of the judges thereof, may at any time order the insolvent to appear and answer such interrogatories and allegations as his creditors, endorsers or sureties may propose or allege against him; and shall order not less than one month's notice of the day so fixed upon to be given by the permanent trustee to the creditors of the insolvent in such manner as the court may by its rules or by special order direct.

The main provision and leading purpose of this section could have no application to the case of a married woman. *Relief Bldg. Assn. v. Schmidt*, 55 Md. 99 (decided prior to the adoption of sec. 37).

Cited but not construed in *Goodwin v. Selby*, 77 Md. 447.

An. Code, 1924, sec. 5. 1912, sec. 5. 1904, sec. 5. 1888, sec. 5. 1854, ch. 193, sec. 4.

5. If the creditors, endorsers or sureties shall fail to make any allegations or propose any interrogatories, or if the same shall be answered satisfactorily or determined in favor of the insolvent, the court shall discharge the insolvent from all debts and contracts made before the filing of his petition, and he shall be released from all such debts and contracts; and such discharge and release shall embrace all cases where he is endorser or surety; and he shall not be liable to pay any joint contractor, surety or endorser who may pay any debt or perform any contract after the filing of his petition, which was entered into before the filing of such petition.

#### Effect of discharge.

State insolvent laws have no extra-territorial effect, and do not discharge claims of non-residents unless they participate in the insolvency proceeding. *Brown v. Smart*, 69 Md. 327 (affirmed in 145 U. S. 457); *Glenn v. Clabaugh*, 65 Md. 68; *Pinckney v. Lanahan*, 62 Md. 450; *Potter v. Kerr*, 1 Md. Ch. 280. And see *Boyle v. Zacharie*, 6 Pet. 635.

And fact that non-resident brings suit here does not subject his debt to the operation of our insolvent laws. *Poe v. Duck*, 5 Md. 6.

As to acts of a non-resident which will subject his debt to our insolvent laws, see *Jones v. Horsey*, 4 Md. 311.

Formerly a discharge did not affect right of foreign creditors to obtain an unqualified judgment and to execute upon any property in hands of insolvent trustee undistributed. The cases so holding were, however, overruled in *Pinckney v. Lanahan*, 62 Md. 449, deciding that insolvent trustee takes a good title as against a non-resident creditor and that assets in his hands cannot be attached by such creditor. See note to *Larrabee v. Talbott*, 5 Gill, 426.

It is doubtful whether a debtor is not discharged from a contract of subscription to stock under this section. Anything that falls within definition of debt or contract would seem to be embraced. *Glenn v. Clabaugh*, 65 Md. 67.

Under act of 1805, ch. 110, the discharge covers a bond executed before insolvent's application, though the breach occurs after such discharge. *State v. Culler*, 18 Md. 419.

Where upon the dissolution of a partnership, one partner agrees to pay the debts of the firm but subsequently goes into insolvency, he may be sued by solvent partner who has to pay the firm's debts, on any debts maturing after his discharge. *Berry v. McLean*, 11 Md. 97.

In a suit on a promissory note made by a husband and wife, the discharge of husband does not affect wife's liability. *Allers v. Forbes*, 59 Md. 375.