

publication of notice of the meeting of creditors, or other substantial irregularity, to make an order under his hand and seal discharging such debtor from all his debts contracted before the said meeting of creditors, except the said composition, (in cases where a composition has been accepted as provided by the eighth Section of this Act;) provided that no such order shall be made without the production of a certificate from the Clerk of the Peace, that all fees due him on account of the proceedings, and the expenses of advertising the meeting, have been paid or satisfied.

15. The order for discharge shall be registered at full length by the Clerk of the Peace, with the other proceedings, and a certified or examined copy thereof shall be evidence of such order and of the proceedings of such meeting, in all Courts.

16. If at the time of obtaining such order for discharge, the debtor shall be in custody under process issued in any civil suit, the officer in whose custody he may be shall, on the production of such Judge's order, forthwith discharge such debtor.

17. If the name of any creditor shall be omitted from the statement filed, as provided by the first Section of this Act, such creditor may, at any time within six months after the first publication of notice of the meeting, give to the assignees the particulars of his debt, with notice of his intention, on a day to be therein named, to prove the same before the Clerk of the Peace; and if such debt shall be proved to the satisfaction of the Clerk of the Peace, such party shall be entitled to participate with the other creditors under the composition or assignment, as the case may be; and in no case shall the Clerk of the Peace or the assignees distribute the estate among the creditors until after the expiration of six months from the first publication of such notice as aforesaid.

18. Any debtor may retain wearing apparel, household furniture, and the tools or implements of his trade or calling, to the value of fifteen pounds in the whole, and the same shall not pass by the deed assignment.

19. If any debtor, in contemplation of insolvency, shall before the execution of the deed of assignment, as provided in the tenth Section of this Act, make any payment or transfer, to give a fraudulent preference to any creditor, such payment or transfer shall, as to his other creditors, be void, and the assignees may recover from the person so preferred the amount of such payment, or the value of property so transferred, or the property itself; provided such person, when accepting such preference, had reasonable cause to believe the said debtor made such payment or transfer with intent to give a fraudulent preference.

20. Any creditor may apply to a Judge of the Supreme Court, who, upon sufficient cause shewn, may make an order to put in suit the bond given to secure the payment of the composition agreed upon, which order shall vest in the creditor a right to bring an action on the bond in his own name, and recovery may be had to the amount of the composition secured to such creditor: such bond may be put in suit at the instance of any other creditors as often as is necessary; provided that the several amounts to be recovered shall not exceed the penalty of the said bond: the successful party shall be entitled to costs.

21. A certified copy of the bond, and of the Judge's order, certified by the Clerk of the Peace, shall be evidence of such bond and order respectively in all Courts.

22. If any debtor shall wilfully make a false statement of

his affairs in his petition filed with the Clerk of the Peace, or in his examination at the meeting of creditors, or shall fraudulently conceal or dispose of any property or debts, with intent to defraud his creditors, or to give an undue preference, he shall be guilty of a misdemeanor, and shall also be deprived of all benefit and relief under this Act.

23. This Act shall not apply to debts due to the Crown, nor restrain any landlord from distraining for arrears of rent not exceeding one year's.

24. The Clerk of the Peace and Sheriff shall be entitled to receive, for his services under this Act, the Fees mentioned in the Schedule; and the several Forms in the Schedule contained, or Forms to the like effect, shall be sufficient.

25. This Act shall continue and be in force till the first day of May one thousand eight hundred and sixty.

SCHEDULE.

(A)

In the matter of A. B. an Insolvent Debtor.

Notice is hereby given, that on the application of A. B., of the County of _____ made to me, pursuant to the directions of the Act of Assembly, 21st Victoria, Cap. I appoint _____ the _____ day of _____ next, at _____ o'clock in the forenoon, as the time and place for a meeting of the creditors of the said A. B., for the purpose of examining into the state of his affairs, and considering the terms of a compromise to be offered by him under the said Act.

Dated the _____ day of _____ 185 _____

C. D., Clerk of the Peace.

(B)

Victoria, by the Grace of God, &c. To the Sheriff of the County of _____ Greeting:

Attach _____ and bring him before me to answer for a contempt in disobeying an order of the Clerk of the Peace of the County of _____ requiring the said _____ to give evidence (or produce papers, as the case may be) on the examination of A. B. an insolvent debtor.

Dated this _____ day of _____ 18 _____

[Judge's signature.]

(C)

Know all men by these presents, that we are jointly and severally bound to the Clerk of the Peace for the County of _____ in the sum of [double the amount of the composition] to be paid to him, for which payment we bind ourselves jointly and severally, our heirs, executors, and administrators by these presents. Sealed with our seals. Dated the _____ day of _____ in the year of our Lord one thousand eight hundred and _____

The condition of this obligation is such, that if the above bounden [debtor] shall pay to the said Clerk of the Peace for the time being or his assigns, on or before the _____ day of _____ next [the time for paying the composition] the sum of _____ being the amount mentioned in a composition deed between the said [debtor] and his creditors, dated the _____ day of _____ and entered into at a meeting of the said creditors held pursuant to the Act of Assembly, 21 Victoria, Cap. _____ according to the terms and conditions of the said composition, then this obligation shall be void, otherwise to remain in full force.

Sealed and delivered }
in presence of }