

estate, subject to the orders and directions of the proper Commissioner, as fully to all intents and purposes as the same were vested in or might be exercised by such Bankrupt or his Creditors before or at the time of his Bankruptcy declared as aforesaid; and all suits at Law or in Equity, then pending, in which such Bankrupt is a party, may be prosecuted and defended by such Assignee to their termination in the same manner and with the same effect as they might have been by said Bankrupt, and no suit commenced by or against any Assignee shall be abated by his death or removal from office, but the same may be prosecuted and defended by his successor in the same office; provided that there shall be excepted from the operation of this Act the wearing apparel, the necessary household and kitchen furniture, and such other articles and necessaries of such Bankrupt as the proper Commissioners shall designate and set apart, having reference to the amount of the family, condition and circumstances of the Bankrupt.

Certain matters reserved for the use of the Bankrupt and his family.

XIII. And be it enacted, That all bargains, sales, judgments, transfers, assignments, mortgages, conveyances, agreements, payments, bills, bonds, notes or other acts of whatsoever nature or kind, by which any lands, tenements, hereditaments or interests in the same, or any goods, chattels, effects, money, rights, credits or evidence of debt shall be directly or indirectly affected, if made, done or executed by any Bankrupt within four calendar months of the day of the date of the fiat granted against him, notwithstanding the same may have been made and done for valuable consideration, shall be deemed and taken to be fraudulent as regards the said Bankrupt, if it shall appear to the proper Commissioner that the same had been made, done or executed by him, the said Bankrupt, or on his behalf, in contemplation of Bankruptcy, or for the purpose of giving any surety, creditor, indorser, acceptor or other person, any preference or priority over the general creditors of such Bankrupt; and all such bargains, sales, judgments, mortgages, transfers, assignments, conveyances, agreements, payments, bills, bonds, notes or other acts so made within two months of the day of the date of the fiat as aforesaid, shall be deemed fraudulent and utterly void and not sufficient in Law or Equity to pass, incumber or affect any property whatsoever, if it shall appear that the said bargains, sales, judgments, transfers, assignments, mortgages, conveyances, agreements, payments, bills, bonds, notes or other acts, although made, done and executed for full value, were accepted or received, collusively, or with knowledge that the said Bankrupt contemplated Bankruptcy at the time of making, doing or executing the same; and the said Assignee shall be entitled to claim, sue for, recover and receive the same as part of the assets of the Bankrupt.

Transfers and preferences by Bankrupt made in contemplation of Bankruptcy to disqualify Bankrupt from obtaining a Certificate.

To be void if made collusively.

XIV. And be it enacted, That every Bankrupt who shall have duly surrendered, and in all things conformed himself to the provisions of this Act, shall be discharged from all debts due by him at the time of issuing the fiat, and from all claims and demands against him in case he shall obtain a certificate of such conformity so signed and allowed, and subject to such provisions as hereinafter directed, but no such certificate shall release or discharge any person who was a partner with such Bankrupt at the time of his Bankruptcy, or who was then jointly bound or had made any joint contract with such Bankrupt.

Bankrupt conforming to this Act, to be discharged from all debts, on obtaining a Certificate of such conformity.

XV. And be it enacted, That such certificate shall be signed by four fifths in number and value of the Creditors of the Bankrupt who shall have proved debts to the amount of ten pounds or upwards who shall thereby testify their consent to the Bankrupt's discharge as aforesaid; but no such certificate shall be such discharge unless the Commissioner shall in writing, under his hand and seal, certify to the Chancellor or Master of the Rolls, that such Bankrupt has made a full discovery

Certificate of discharge, how to be signed and certified.