

the chartered banks in which the assignee shall be bound to deposit all moneys so soon as they are received, which shall not thereafter be withdrawn except upon a check signed by him, and by two out of the three commissioners.

5 VII. At the said meeting, or any subsequent meeting called for the purpose by the assignor, with concurrence of the assignee, by advertisement and circular, it shall be competent to the assignor to make offer of a specific composition or dividend on the amount of his several debts, with or without security for the regular payment of the same, as he may see fit, with the view of thereby superseding the assignment and resuming possession of his estate ; and on such offer being accepted by a majority in number, and three-fourths in value, (with the exception hereinafter provided,) of the entire body of creditors or attorneys duly authorized to act for absent creditors, such deed of arrangement being registered in the office of the accountant in bankruptcy hereinafter appointed, who, on being satisfied of the authenticity thereof, shall grant certificate of registration accordingly. The said arrangement shall be as binding on all the creditors as if they had all acceded thereto.

Composition may be offered by assignor.

Proceedings upon acceptance therefore by the creditors.

20 VIII. The assignee shall, on receiving from the assignor such remuneration for his trouble as the creditors may determine, re-assign the estate, or such portion thereof as may be arranged, to the assignor, conjointly with his security or securities, if so required, narrating in the deed the causes for which such re-assignment is made ; such deed to be registered as a re-assignment in usual form ; and the creditors, on receiving such security as may be agreed on for their several compositions or instalments thereof, payable or recoverable at such dates as the said deed of arrangement or re-assignment bears, shall grant and acknowledge the same as a full and free discharge of the debt for the amount of which they claim on the estate.

Re-assignment by assignee upon such acceptance.

IX. Provided always, that if the offer of composition so made is entertained or accepted by the requisite number and amount of creditors, and the assignor is entitled to receive a discharge in virtue thereof, he shall subscribe the following oath : I do in the presence of Almighty God, and as I shall answer to God at the great day of judgment, solemnly swear, that the state of my affairs, as disclosed by me to the assignee of my estate for the benefit of my creditors, contains a full and true account, to the best of my knowledge and belief, of all debts, of whatever nature, due to me, and of all my estate and effects heritable and moveable, real and personal, wherever situated, (the necessary wearing apparel of myself, my wife and family only exempted,) as well as of all claims which I am entitled to make against any person or persons whatsoever, and of all estate in expectancy or means of whatever kind, to which I have an eventual right by contract of marriage, trust, deed, settlement or otherwise ; and that the said settlement likewise contains a full and true account of all debts due by me, or demands upon me, and that I have delivered up the whole books, documents, accounts, title deeds, and papers of every kind belonging to me which in any way relate to my affairs, and which were or are in my possession, or under my power ; and that I have made a full disclosure of every particular relating to my affairs ; and further I promise and swear that I will forthwith reveal all and every other circumstance or particular relating to my affairs which may hereafter come to my knowledge, and which may tend to increase or diminish the estate in which my creditors may be interested directly or indirectly. If the creditors at the said meet-

Declaration to be subscribed on oath by assignor upon receiving such discharge.