

in or omission from any book, paper, document or writing relating thereto;

If, being a trader, he shall, at his examination at any time, or at any meeting of his creditors held under this Act, have attempted to
 5 account for any of his property by fictitious losses or expenses; Stating fictitious losses.

If within the three months next preceding the execution of a deed
 of assignment, or the issue of a writ of attachment in compulsory
 liquidation, he pawns, pledges, or disposes of, otherwise than in the
 ordinary way of his trade, any property, goods or effects the price of
 10 which shall remain unpaid by him during such three months; Disposing of goods not paid for.

150. If any creditor of an insolvent, directly or indirectly, takes
 or receive from such insolvent, any payment, gift, gratuity or prefer-
 ence, or any promise of payment, gift, gratuity or preference, as a con-
 sideration or inducement to consent to the discharge of such insolvent,
 15 or to execute a deed of composition and discharge with him, or if any
 creditor knowingly ranks upon the estate of the insolvent for a sum of
 money not due to him by the insolvent or by his estate; such creditor
 shall forfeit and pay a sum equal to treble the value of the payment,
 gift, gratuity or preference so taken, received or promised, or treble the
 20 amount improperly ranked for as the case may be; and the same shall
 be recoverable by the assignee for the benefit of the estate, by suit in
 any competent court, and when recovered, shall be distributed as part
 of the ordinary assets of the estate; Creditors taking consideration for granting discharge, &c.

151. If, after the issue of a writ of attachment in insolvency, or the
 25 execution of a deed of assignment, as the case may, the insolvent re-
 tains or receives any portion of his estate or effects, or of his moneys,
 securities for money, business papers, documents, books of account, or
 evidences of debt, or any sum or sums of money, belonging or due to
 him, and retains and withholds from his Assignee, without lawful right,
 30 such portion of his estate or effects, or of his moneys, securities for
 money, business papers, documents, books of account, evidences of
 debt, sum or sums of money, the Assignee may make application to
 Judge, by summary petition and after due notice to the insolvent, for
 an order for the delivery over to him of the effects, documents, or
 35 moneys so retained; and in default of such delivery in conformity
 with any order to be made by the Judge upon such application, such
 insolvent may be imprisoned in the common gaol for such time, not
 exceeding one year, as such Judge may order. Insolvent receiving money, &c., and not handing the same to Assignee.

152. The deeds of assignment and of release, or in the Province of
 40 Quebec, authentic copies thereof, or a duly authenticated copy of the
 record of appointment of an assignee, or a copy of the instrument of
 appointment of the interim Assignee when he becomes Assignee, certified
 by the Clerk or Prothonotary of the Court in which such instrument
 is deposited, under the seal of such Court, according to the mode in
 45 which the Assignee is alleged to be appointed, shall be *prima facie*
 evidence in all courts, whether civil or criminal, of such appointment,
 and of the regularity of all proceedings at the time thereof and antec-
 edent thereto; Certain documents to be evidence.

153. One per centum upon all moneys proceeding from the sale by
 50 an Assignee, under the provisions of this Act, of any immoveable prop-
 erty in the Province of Quebec, shall be retained by the Assignee out
 of such moneys, and shall by such as Assignee, be paid over to the sheriff
 of the district, or of either of the counties of Gaspé or Bonaventure, as
 the case may be, within which the immovable property sold shall be
 55 situate, to form part of the Building and Jury Fund of such District
 or County; Contribution to Building and Jury Fund in Quebec.