

at such meeting he shall be allowed to correct his list of creditors, and also to give a statement in writing of the terms he offers to his creditors.

Statement to contain an offer of composition and a surrender of estate.

XXXII. The statement mentioned in the last section shall specify the amount in the pound which the debtor is willing to pay his creditors, the terms of payment, whether the offer is made with or without interest and with or without security, and shall also contain another offer to deliver up for the benefit of his creditors the whole of his estate, both real and personal, in case the composition offered should not be accepted. 5

Provisional assignees to be appointed.

XXXIII. The majority of the creditors present at such meeting may appoint provisional trustees to examine into the state of the affairs of the debtor, and report at an adjourned meeting of the creditors, of which adjourned meeting due notice shall be given to all the creditors in the manner provided by the 31st section. 10

Proceedings in order to obtain certificate of discharge.

XXXIV. If at such first meeting or at any subsequent or adjourned meeting the debtor shall produce an acceptance in writing of the offer of composition, signed by at least two-thirds in number and in value of all his creditors having each a claim against him of over £15 currency, a deed of composition shall be entered into in conformity with the said offer or such modification thereof as shall have been agreed upon by the said creditors, being two-thirds in number and value, and shall be deposited in the record of proceedings in the Prothonotary's Office, after being signed by the Judge as being the deed of composition agreed upon between the said debtor and his creditors; upon the fying of the said deed of composition, the Judge shall deliver to the said debtor a certificate of discharge, the effect of which shall be to discharge such debtor from all debts and liabilities due by him to the creditors mentioned in the schedule by him sworn to as a correct statement of all his creditors' claims. No privileged or hypothecary creditor shall be reckoned in forming the necessary number or amount of claims to agree to such a deed of composition, except only for the amount for which he will consent to relinquish his privileged or mortgage claim and rank as an ordinary creditor. 15
20
25
30

Effect of Deed of Composition.

XXXV. The said deed of composition shall be binding upon the debtor in favor of all the creditors mentioned in the Schedule furnished by such debtor, although they may not have been parties thereto. 35

Creditors not mentioned in schedule not affected.

XXXVI. The said deed of composition shall not deprive any creditor not mentioned in the schedule of creditors, of any right, claim or recourse he might have had prior to the said deed of composition.

Persons jointly liable with debtor not discharged by certificate.

XXXVII. No person jointly or severally liable with the debtor either as co-debtor, or as security, or as drawer, endorser or guarantor of a bill of exchange, or as endorser or guarantor of a promissory note, or in any way responsible for the debt or debts of the said debtor shall be discharged by such certificate of discharge. 40

Upon refusal by creditors to accept composition.

XXXVIII. In case of refusal by the creditors to accept the terms of composition offered at such first meeting, or at any subsequent meeting, the said debtor shall assign and deliver for the benefit of his creditors all his estate both real and personal to an official assignee to be appointed by the Judge. 45