

debts proved at the first meeting, and the bankrupt shall there be allowed to amend the Schedule of his creditors, and to correct any mistake therein, and he shall there make and subscribe an oath before the Court, which shall be certified and filed in the case, in substance as in the Schedule (E) to this Act annexed, and the bankrupt shall there also submit to such further examination on oath as the Court or any creditor shall see fit to require. 5

Court may
adjourn,

XXX. The Court may adjourn any meeting, sitting or proceeding, and enlarge the time for the bankrupt appearing from time to time as occasion shall require; and all things done at any such adjourned meeting, sitting or proceeding, shall be of the like force and effect as if done at their original meeting. 10

What debts
may be
proved.

XXXI. All debts due and payable by any bankrupt at the date of the commission against him, may be proved and allowed against his estate, and all debts then absolutely due, although not payable until afterwards, may be proved and allowed as if then payable, with a discount or rebate of interest, when no interest is payable by the contract until the time when the debt would become payable, and all monies due by any bankrupt, on any bottomry or *respondentia* bond, or in any policy of insurance may be proved and allowed in case the contingency or loss should happen before the declaring of the first dividend, in like manner as if the same had happened before the date of the commission; and in case the bankrupt shall be liable for any debt in consequence of having made or indorsed any bill of exchange or promissory note before the date of the commission or in consequence of the payment by any party to any bill or note, of the whole or any part of the money secured thereby, or of the payment of any sum of money by a surety of the bankrupt, in any contract whatsoever, although such payment shall in neither case be made after the date of the commission, such debt shall be considered for all the purposes of this Act as contracted at the time when such bill or note or other contract shall have been so made or indorsed, and may be proved and allowed as if the said debt had been due and payable by the bankrupt before the date of the commission, and also any claim or demand by or in right of the wife of the bankrupt founded on her contract of marriage with the bankrupt and which is valid as against creditors according to the laws of the part of this Province where such contract was made, or for or in relation to her separate property; and all demands against the bankrupt for or on account of any goods or chattels wrongfully obtained, taken or withheld by him, may be proved and allowed to the amount of the worth of the property, and no debt other than those above mentioned, shall be proved or allowed against the estate of any bankrupt; and when it shall appear that there has been mutual credit given by the bankrupt and any other person, as mutual debts between them, the account between them shall be stated, and one debt shall be set off against the other, and the balance of such account and no more shall be allowed and paid on either side respectively, and when any creditor shall have any hypothec or mortgage, lien or security upon or of any real estate of the bankrupt, at the date of the commission or any pledge of or lien on any personal property of the bankrupt for securing the payment of any debt claimed by him, the property, real or personal, so liable or held as security, shall, if he require it, be sold and the proceeds shall be applied towards the payment of his debt, 50

Set off.

Of mortgage,
&c., pledge.