

The Defendant Radenhurst further saith, that by the said Deed of Composition and Act of Supersedeas, the said parties of the *other* part, did thereby agree to accept from the said Chs. Blake Radenhurst and his said firm, a composition of one shilling and three pence in the pound, without interest. Promissory Notes to that amount given by Radenhurst, payable in six months, indorsed by Tobin and Murison. That the said several parties to the said act did thereby agree to supersede and declare null the said Commission of Bankruptcy, and 1s. 3d. in the pound shall be considered as full payment and satisfaction.

Supersedeas issued 24th February, 1845, by Mr. Badgley, certifying that M. Radenhurst did become Bankrupt and was adjudged such; that he passed his last examination on the 16th January, 1845, and that on the 24th February, 1845, the Creditors who had proved their debts, being two-thirds in number and value, agreed to accept 1s. 3d. in the pound, payable in Radenhurst's Notes, indorsed by Messrs. Tobin and Murison, and further declaring that whereas he had ascertained that the requisites of the said Statute concerning Bankrupts have been duly performed previous to the said last meeting, in regard to the said offer of composition and to the acceptance thereof, the Creditors who have proved debts under the said Commission are 18 in number, they now assent to such composition, and their debts amount to £23,767 6s. 11d. and that the said Commission was rescinded and annulled, and the Estate and effects of the Bankrupt to be given up to him.

Plaintiff's Action accrued before the said Defendant became Bankrupt.

Further exception—That on the 13th December, 1844, a Commission of Bankruptcy was issued under the authority of Mr. Commissioner Badgley, against the said Radenhurst, one of the Defendants, *as well in his own name as a Co-partner* with Hector Turnbull. And that in the prosecution of that Commission, the said Wm. Badgley found and determined that the said Radenhurst, *as well individually as such Co-partner*, did before the suing forth of the said Commission, become Bankrupt within the true intent and meaning of the Statute concerning Bankrupts; and the said Wm. Badgley did then and there adjudge and declare the said Defendant Radenhurst a Bankrupt accordingly.

That on the 16 January last past the said Radenhurst passed *his last Examination according to Law*.

At a meeting of the Creditors, lawfully held at the office of Mr. Badgley, on the 24th February last, and whereof due notice had been given, two-thirds in number and value of the Creditors of the said Bankrupt did accept of 1s. 3d. in the pound, payable in notes of the Bankrupt, indorsed by Messrs. Tobin and Murison.

The requisites of the Statute concerning Bankrupts were in all things duly observed, and the said Creditors, two-thirds in value, agreed to compound as aforesaid, and did accept the composing aforesaid.

That the said acceptance of the said composition by the said Creditors, two-thirds in number and in value, is valid and effectual upon the remaining one-third of the Creditors, and the same has the effect of superseding the Commission of Bankruptcy.

Plaintiff's Action accrued before the said Defendant became a Bankrupt.

Further Exception—The Plaintiff's cause of Action accrued before Radenhurst became a Bankrupt, and that he hath obtained from the