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3rd Session, 6th Parliament, 23rd Victoria, 1860

BILL.

An Act for the regulation of Insolvency,
and the management and realization of
Estates under Deeds of Assignment.

Received and read, first time, Friday, 23rd
March, 1860.

Second reading, Monday, 26th March, 1860.

Mr. JOHN CAMBRON.

QUEBEC:

PRINTED BY THOMPSON & CO., ST. WISLIE STREET.

An Act for the regulation of Insolvency and the management and Realization of Estates under Deeds of Assignment.

WHEREAS it is expedient for the welfare of trade and commerce, owing to the expiration of the Act formerly in force in this Province, intituled "*An Act concerning Bankrupts and the administration of their effects*," that an Act should be passed in this present Session of Parliament for the regulation and management of Insolvent Estates under the present system of deeds of assignment, and for the more equitable division of such Estates among all creditors entitled to participate therein, as well as for effecting the supervision of assigned estates, in such manner that reliable returns may be obtained thereof for registration and preservation, and for the information of all concerned: Therefore, Her Majesty, &c., enacts as follows:—

I. From and after the passing of this Act, all assignments of real or personal estate, goods, chattels, or other effects or assets, or of credits or evidences of debt, for the benefit of creditors, shall have appended thereto a statement by the assignor of the names and residences of all creditors entitled to claim thereon, and the several amounts for which they may so claim so far as known to the assignor, and declaring the total amount of his indebtedness so far as to him known, and distinguishing debts due within, from those due without the Province; also, the total value of the estate so assigned, so far as the assignor is able to estimate or judge thereof, with a duplicate copy of such statement in the form of schedule A to this Act annexed, and failing such statement being appended to each assignment, the same shall not be registered by the Clerk of any County Court, or be a valid deed to the effect for which it is made or granted.

II. In any assignment for the benefit of creditors, it shall not be necessary to specify particulars of the property assigned, but by the appointment of an assignee all property and rights of property of every name and nature, real, personal and mixed, except as hereinafter provided, of every person who makes an assignment for general benefit of creditors, shall, by a mere operation of law, *ipso facto*, from the time of the choice or appointment of the assignee, be deemed to be divested out of such insolvent without any other act or conveyance whatever, and the same shall be vested in such assignee and in his successors, from time to time, as chosen by the creditors or appointed as aforesaid, as herein provided; and the assignee for the time being shall be vested with all the rights, titles, powers, and authorities to sell, manage and dispose of the same, and to sue for and defend the same as fully, to all intents and purposes, as if the same were vested in or exercised by such insolvent; and the assignee may continue all suits which the insolvent may be a party to; and no suit commenced by or against an assignee shall be abated by his death or removal, but may be prosecuted or defended by his successor, provided always, that there shall be exempted from the operation of the provisions of this section, such articles and necessaries as the assignee

Preamble.

7th Vic. cap. 10.

Statement as to debtors, and amounts of their claims to be annexed to assignments of property.

Also total value of estate assigned.

Effect of appointment of assignee.

shall designate and set apart, with the approbation of the creditors of such insolvent, having reference to his family condition and circumstances.

Preferential assignments to be void.

III. No clause in any deed of assignment shall be valid, which in any wise grants by the assignor any preference to any one or more creditors over others, nor shall any assignee or assignees give effect to any such clause if contained therein, under penalty of personally refunding the amount of any such preference to the estate, on the suit of any creditor entitled to claim under the assignment, who shall also be entitled to recover from the assignee personally his costs in any such suit; provided always, that rents, wages, and salaries due for six months previous to the making of an assignment, shall be payable in full out of the assets of any assigned estate. 5 10

How creditors shall assert their interest in an insolvent estate.

IV. Before drawing a dividend, creditors shall assert their interest in an insolvent estate, by lodging with the assignee a statement of the particulars and grounds of debt, properly verified by declaration before a magistrate, and in such declaration the deponent shall state what other persons, if any, are, besides the bankrupt, liable for the debt or any part thereof, and specify any security which he holds over the estate of the insolvent or of other obligants, and depone that he holds, no other obligants or securities than those specified, and when he holds no other person than the insolvent so bound and no security, he shall depone to that effect. But in all proceedings previous to the payment of the dividend, creditors may act or vote personally or by proxy on the statement of their several claims, as given in by the assignor, unless there be special objections to the amount, either by the creditor himself or any party interested, in which case the claim must be verified by affidavit before voting or being entitled to vote. The assignee shall, until the meeting of creditors, act only as conservator of the estate, realising only such articles as are of a perishable nature, and depositing all moneys received in one of the chartered banks. 15 20 25 30

General meeting of creditors.

V. On the first lawful day after the expiration of forty days from the registration of assignment, a general meeting of the creditors shall be held to receive from the assignee his report and estimate of the position and prospects of the estate after he has entered into possession, and the assignee shall, not less than ten days previous to such meeting, give notice of the time and place thereof by advertisement and circulars forwarded through the post to each creditor or known representative within the Province of an absent creditor, but if, by statement of affairs it appears that a majority in value of the creditors are resident within the Province, then such meeting may be held on any specified day within forty days from the date of a registration of assignment, on ten days' previous notice being so given. 35 40

Proceedings thereat.

VI. At such meeting of creditors, the meeting having considered the statement of the assignee, shall confirm him in his appointment, or if any objections be offered thereto, on account of relationship to the assignor, or otherwise, shall take the same into consideration, and may, by a majority in number, and three-fourths in value of those present, or represented at such meeting, appoint another assignee, to whom the estate shall pass, as provided by the second section of this Act. The creditors present shall nominate and appoint three of their number as commissioners, to consult and advise with the assignee on all matters connected with the management and realization of the estate, and the division of the proceeds thereof among the creditors, and shall name one of 45 50

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.

ing, or at any subsequent meeting, on consideration of the position and prospects of the estate, the character and conduct of the insolvent, and the nature of the security offered, decline to accept a composition, and prefer to realise and wind up the estate for their own benefit, through the assignee and appointed commissioners, it shall be competent, on special motion made at the meeting and carried by the said majority in number of those present thereat, and subsequently concurred in by a majority in number and three-fourths in value of the entire body of the creditors, to resolve that the insolvent under the assignment is also entitled to his discharge, and such resolution so concurred in shall bind all creditors to come into the assignment and grant discharge accordingly, but failing the obtaining the concurrence of the requisite majority of the creditors, those coming into the assignment and discharging the assignor, shall only bind those creditors who voluntarily accede thereto.

Preferences, Gratuities, &c., to be null and void, discharge procured thereby may be annulled.

X. All preferences, gratuities, securities, payments or other considerations granted, made or promised, and all secret or collusive agreements or transactions for concurring in, facilitating or obtaining a re-investment of estate to the Assignor and his discharge under composition, whether the offer be accepted or not shall be null and void, and any one or more of the Creditors, may apply to a Judge to have such discharge annulled accordingly; and if any creditor be found to have obtained any such preference, the Assignee or any Creditor may apply by petition to the Court, praying that such Creditor may be found to have forfeited his dividend from the estate, and may be ordered to pay into Court, for the benefit of the estate, double the amount of such preference, gratuity, security, payment or other consideration, the Accountant in Bankruptcy being notified of any such proceedings at the time of the same being taken, and watching the same in the interests of commerce and fair mercantile dealing.

Assignments may be pleaded in actions at law and evidence.

XI. In subsequent actions, at law for the recovery of debt, against any debtor who has made an assignment, and full and fair surrender of his estate for the benefit of all his creditors, which debt was contracted and subsisting previous to such assignments, it shall be competent for such debtor to plead his having so made an assignment, in bar of judgment, and to adduce evidence of such assignment, and the dividend to be made or likely to be realized to his creditors therein.

Bona fides of claims how established.

XII. Should any doubt be had as to the *bona-fides* of any claim upon an estate, the claimant may be required by the assignee, or any co-creditor to make oath to the verity thereof before a magistrate, before whom he may also be examined on oath touching such a claim, or any matter relating thereto.

XIII. On application of the assignee with concurrence of the commissioners, the Judge of the County Court, may order an examination upon oath of any assignor, his wife and family, Clerks, Servants, Factors, Law Agents or previous assignees, or any others who can give information relative to his estate, such examination upon oath to take place before the Sheriff of the County, who shall be paid at the rate of per hour for the time occupied in such examination, and taking of the minutes thereof.

Assignor may be examined as to his assignment being a full

XIV. In like manner, any assignor may be examined on oath touching his assignment, and the same being a full and fair surrender of his estate for the benefit of his creditors, or touching any preference he may have made, or transference of any property within sixty days of the

making of such assignments, or the payment or transference of any money otherwise than in the discharge of a *bona fide* debt or obligation; and where any collusive malversation is discovered, the assignee shall be entitled to sue for its amounts in like manner, as for any debt due to the estate, or for double the amount of any preference as hereinbefore provided.

and fair surrender of his estate.

XV. All questions at any meeting of creditors shall be determined by the majority in the value of those present and entitled to vote, unless in cases herein otherwise provided for; and when, for the purpose of voting, the creditors are required to be counted in number, no creditor whose debt is under one hundred dollars, shall be reckoned in number, but his debt shall be computed in value, unless the total liability of the estate be under \$5,000.

Questions at meetings to be determined by a majority in value of creditors present, &c.,

XVI. No bill of sale, Chattel Mortgage, or other instrument whereby an exclusive right of property is created or attempted to be created, in goods, chattels or other effects of which the grantor still retains possession, and no confession of judgment or execution following thereon, except for rent, shall be effectual for the benefit of any creditor or creditors over a general body of creditors, but all such instruments or proceedings may and shall be superseded by an assignment for the general benefit of creditors within sixty days of the date, registration or execution of such.

Effect of general assignment as regards Bills of sale, chattel mortgages, &c.

XVII. It shall be competent to an assignee or any creditor or creditors whose claim or united claims amount to five hundred dollars, to challenge any such deeds or proceedings, by which any creditor may appear to obtain a preference, and to summon the debtor forthwith to show cause why he should not make an assignment of his whole estate, for the benefit of his creditors, and also to summon the holder of any such deed, or the taker of any such proceedings before a Judge, to show cause why he should thereby obtain an undue advantage over his co-creditors; and the Judge on hearing parties for their several interests, or on the failure to appear of the debtor, or execution or judgment creditor so summoned, may order such assignment to be forthwith made, to date from the day of such order, and decree that a refusal to make the same shall be an act of fraud or a misdemeanor on the part of such debtor, and punishable as such; or in case the debtor may not have been summoned as law directs, on account of his absconding or keeping out of the way, the Judge may stop all proceedings, to the effect of preserving the estate for the benefit of the entire body of creditors, or do otherwise in the premises, as the justice of the case may require; provided always, that all creditors, Sheriffs or others who have incurred costs in taking any such proceedings, shall have such costs as taxed, reimbursed out of the proceeds of the estate.

Creditors in certain cases may compel a debtor to make an assignment.

Judge may decree refusal so to do to be an Act of fraud, &c.

Proviso.

The Judge before whom any such case may be brought, shall be one of the Judges of the Court of Queens Bench and Common Pleas, or the Judge of any County Court in Upper Canada, or of the Superior Court in Lower Canada, and they shall be entitled to hear and dispose of the same summarily at their Chambers, whether their respective Courts be in Session or not.

Judges who may decide such cases.

XIX. And whereas it has been the practice in the Province for persons on commencing business, or on obtaining large amounts of credit, to enable them to continue in business, from individual merchants or firms, to give security or credit by Bills of sale, Chatsel Mortgages or

Recital

Concealing from subsequent creditors they having given preferential security to be a fraud and punishable as such, and any person privy thereto to be also punishable.

confessions of Judgments for such amounts as would cover their whole effects or stock of goods, present or prospective, which instruments by reason of their being dated or registered antecedent to sixty days of the subsequent making of an assignment, would still be effectual to the operating a preference out of the estate by the holder of such security, and to the prejudice of such creditors, as many in ignorance thereof have subsequently given credit to the maker of such perpetual security. Be it enacted that any person or trader who, having given such security, or made any alienation of right of prosperity as aforesaid, shall subsequently seek to obtain credit from any person or firm, other than the holder of such security, for a greater amount than one hundred dollars, without informing such person or firm from whom he seeks credit of the existence of such security or referring to the holder thereof, who may become security for such credit, shall be guilty of fraud, and punishable as the law directs for obtaining goods under false pretences.

Improper or fraudulent alienation of goods paid for by notes, to be dealt with by Judge.

XX. If any trader having purchased goods and given notes or bills for the same, shall be discovered to be improperly alienating such goods or disposing of the same by auction or otherwise below their value, for the purpose of defeating or defrauding his creditor, it shall be competent to such creditor, notwithstanding that the notes given for such goods may not then be due or at maturity, to make representation of the circumstances by affidavit, of such attempted or intended fraudulent disposal of such goods, to the Judge having jurisdiction within the district in which the place of business of such trader is situated, who shall direct enquiry into the facts of the case, and, if he sees fit, may summon the trader before him to be dealt with as in the 17th section, in which case the assignee appointed, shall be approved of by the applying creditor or creditors, and he shall take such measures for the preservation of the estate for the benefit of all the creditors of such trader, as to him may seem proper. And if in addition to the allegation that the debtor is personally indebted in the sum specified, it shall be alleged, upon grounds specially stated on oath, that the debtor is notoriously insolvent, that he has refused to compromise or arrange with his creditors or to make an assignment for the benefit of all his creditors, and that he continues to carry on his business or trade, such debtor shall be held to be about to secrete his goods and chattels or dispose of the same with intent to defraud his creditors generally and the petitioners in particular, and the Judge may, if he deems it just and proper, issue an immediate order to the sheriff of the county to take and hold all the real and personal property of said debtor, including books, book debts, notes of hand and mortgages, and said sheriff shall hold all such property subject to the order of the said judge, who, upon the appointment of a trustee under this Act, shall give notice thereof to the sheriff, and the said sheriff shall deliver over all such property to the said trustee; and provided always, that the charge of the sheriff for services rendered under this or any other section of this Act, shall be taxed and settled by the said judge, and shall, in no case, be in the nature of poundage upon the property seized, but an adequate remuneration only for such services.

Appointment of Accountant in bankruptcy his qualifications, &c.

XXI. And whereas it is expedient that all insolvent estates in process or to be in process of winding up under assignment, should be brought under the supervision of a proper officer, alike for the benefit of all interests therein, as for the acquisition of a statistical knowledge of bankruptcy, therefore, it shall be lawful for His Excellency the Governor, by and with the advice of the Executive Council, to nominate and appoint such an

officer, who shall be styled the Accountant in Bankruptcy, and be a person versant in mercantile usance and accounts, for the performance of the duties hereinbefore and hereinafter provided, and the said accountant shall not directly or indirectly, by himself or any partner, practice before any superior or any inferior Court of this province, and shall not directly or indirectly, have any management of, or any intromission with any money of any insolvent or assigned estate.

XXII. The accountant shall take cognizance of the conduct of all assignees or commissioners under assignments registered after the passing of this Act, or which shall be still unclosed by full division of the funds among the creditors, and all assignors, assignees and commissioners shall be bound, and are hereby required to answer all pertinent enquiries made by the accountant regarding any assignment with which they are connected; failing which they may be summoned before a judge as aforesaid, to show cause why they refuse or delay so to do.

Duties of the Accountant with respect to assignees and commissioners under assignment.

XXIII. The Accountant shall have power, on a requisition presented to him by any three or more creditors, on an assigned estate, stating that they have reason to complain of the assignee or commissioners, as to the management of the estate, or of undue delay in the division of the realised funds thereof, to call by himself, or through the assignee, a general meeting of the creditors, and to require from the assignee such explanation, and the exhibition of such books, vouchers, or other documents as he may think necessary, and if such explanation should not be satisfactory to the creditors, the assignee or commissioners may be deprived of their offices and others appointed, and if the Accountant shall possess information that shall lead him, on reasonable grounds, to suspect fraudulent conduct on the part of any assignor, or malversation, or misconduct on the part of any assignee or commissioner, such as information to Her Majesty's Attorney General, who shall direct such enquiry, and take such proceedings as he may think proper; and generally, in any matter, which the Accountant may deem necessary in the discharge of his office to bring before a Judge, it shall be competent for the Judge to deal summarily with the matter as accords with law.

Powers of Accountant in case of complaint against assignees, &c., or in case of fraudulent conduct on their part, or on the part of assignor.

XXIV. Should any assignee in charge of an assigned estate, himself become insolvent, or make an assignment himself for the benefit of his creditors, the commissioners shall call a meeting of the general body of creditors, and appoint another assignee, who shall be entitled to obtain possession of the first assigned estate, and all documents relating thereto.

In case of assignee becoming insolvent and assigning his own estate.

XXV. When an assigned estate is ready to be closed by payment of a final dividend, the assignee shall call a meeting of the commissioners and submit to them his accounts, and the commissioners on examining the same, shall engross in the Minute Book a report as to the assignee having properly fulfilled his duties, and declare the payment of a final dividend as winding up the estate, intimation of the same being sent to each creditor.

Meeting of Commissioners before declaration of final dividend.

XXVI. The assignee shall, with the notice of the final dividend, transmit to the Accountant in Bankruptcy the Minute Book of the estate for examination, and on the expiry of sixty days from the payment of such dividend he shall pay over to the Accountant the amount of any dividends which may be then unclaimed, with a list of the creditors believed to be entitled thereto, the Accountant if satisfied that the

As regards unclaimed dividends.

Act has been complied with, shall give a certificate of the same to the assignee with a receipt for the amount of unclaimed dividends.

Unclaimed dividend account.

XXVII. The Accountant shall open with a Chartered Bank an account, to be termed the 'Unclaimed Dividend Account,' into which he shall pay all unclaimed dividends deposited with him by assignees, recording in a register the names of parties supposed to be entitled to such dividend, who may afterwards, or their representatives or assignees, claim payment of such dividend, on adducing proof of their being entitled thereto.

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Powers of Accountant in relation to creditors out of the Province.

XXVIII. The Accountant may, in the interest of creditors out of the Province who may see fit to correspond with him thereon, make enquiry into the particulars of any assigned estate, and make such report thereon as he may see fit, but he shall not act on any instructions, either to initiate or superintend any law proceedings whatsoever, in the interest of any such creditors, nor shall he represent them to the extent of voting at any meeting as an attorney, though he may, on special instructions, give in any absent creditor's adhesion to an assignment or consent to a composition, see that the claim is properly ranked, and keep custody of any vouchers of debt transmitted to him.

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Previous investigations may be made by Accountant in certain cases.

XXIX. In case any party or firm who may be unable to meet their engagements, but whose principal creditors are resident out of the Province, should consider it for their advantage in corresponding with such creditors to have a previous investigation of their affairs, made by the Accountant in Bankruptcy, they may present a requisition in writing to him to that effect, and he shall examine into, and make such report of the state of affairs of such applicant as to him shall seem meet.

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Recital.

Return in relation to subsisting assignments to be made by clerk of County Court.

XXX. And whereas it is expedient that statistical returns should be had, and information compiled of all assignments made after the passing of this Act, the Clerk of the County Court in which any assignment shall be registered, shall, within five days of such registration, transmit to the Accountant the duplicate extract of such assignment, according to the Schedule A to this Act annexed, containing the date and the date of registration thereof, the names, designations and addresses of the assignor and assignee; the approximate value of the assets, as stated by the assignor; the number and gross amount of the claims liable to be made thereon, distinguishing the claims of Canadian and of absent creditors; all which information is hereinbefore provided to be appended to the assignment previous to the due registration thereof.

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Statement of assets and liabilities of estate assigned to be transmitted by assignee to Accountant within forty days after assignment.

XXXI. In like manner, every assignee shall, within five days after the meeting of creditors provided to be held on or before the expiry of forty days from the date or registration of the assignment, transmit to the Accountant an abbeviated in the form of Schedule B. of his estimate of the probable assets of the estate, as laid by him before the meeting, the number and gross amount of the claims of creditors who have actually come into the assignment, the number of creditors present, the names and designations of the commissioners elected by the meeting, and the name of the bank in which the monies belonging to the estate are to be deposited, and whether any proposal for a composition was made, and what; and failing the assignee making such returns to the accountant in the terms hereof, he may be summoned before a Judge, as aforesaid, and mulcted, for the benefit of the estate, in the whole or some portion of the commission he may have to receive as assignee, and be found liable in the costs of such proceeding to the Accountant.

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- XXXII. Each and every assignee shall, within ten days after the first day of June in each year, deliver, free of expense, to the Deputy Clerk of the Crown for the County in which the estate in which he is assignee is situate, a return in the form of Schedule C, to this Act annexed, of the state of every assignment in which he is assignee, which shall be then subsisting unclosed, or shall have been finally closed and wounded up by a division of the funds, or by composition and re-investment within the year preceding; and the Clerk shall, within five days thereafter transmit, to the Accountant, in the form of the said Schedule, a return of all the assignments depending in his county, or closed within the year preceding, as returned by the assignees; and the Accountant shall cause such returns so made to be regularly bound up and preserved in a volume, according to the alphabetical order of places, to be kept at all times in his office, with an index thereto, framed by him; and which volume shall be patent to all concerned, and any assignee who shall fail to make such return to the Clerk as aforesaid, shall be removable from his office at the instance of any one creditor or the Accountant, or subject to such censure as the judge may think suitable, and be found liable in costs.
- XXXIII. The Accountant shall superintend such annual reports from assignees and County Clerks, and frame an annual report therefrom, to be presented to Parliament, showing the number, amounts, and other particulars of all depending assignments.
- XXXIV. When a dividend is declared payable by an assignee in any assigned estate, he shall intimate the same by circular, through the Post Office, to each creditor, or attorney of a creditor entitled to receive the same; which circular shall also state that the accounts of his intromission with the estate up to the period of declaring the dividend, have been audited by the commissioners, and approved of by them; and he shall transmit to the Accountant a copy of such circular, having appended thereto a statement of the amount of realized funds out of which the dividend is made, the estimated balance outstanding unrealized, the amount of law and miscellaneous expenses incurred, and the amount of his commission.
- XXXV. For the better performance of his duties, the Accountant shall, at all times during business hours, either by himself or deputy authorised by him in writing, have free access to all records and registers of Courts, with liberty, as he may see fit, to take full extracts therefrom; and he shall also be entitled to ascertain the amount or balance of any funds at any time lying at the credit of any assigned estate in any bank, or branch of a bank, in which the same are deposited, as appointed by the meeting of creditors.
- XXXVI. Every assignee shall be bound, so soon as the funds realized from any assigned estate shall be sufficient to pay a dividend to the creditors of ten cents on every dollar of claims duly ranked and admitted, to call a meeting of the commissioners, and submit to their inspection his account with the estate; and unless the said commissioners shall see any special circumstances which may make it expedient to postpone the payment of a dividend, (in which case they shall make a minute thereof, and transmit the same to the Accountant for registration,) a dividend shall be declared payable on a certain day, of which notice shall be given by advertisement, and by circular to each creditor, or attorney of a creditor duly authorized to receive such dividend and give receipt therefor; provided always, that in order to allow credit-

Return to be made by assignee to deputy clerk of the Crown for the county &c.

Return by clerk to Accountant.

Annual report to Parliament to be presented by Accountant.

Proceedings to be observed upon a dividend being declared payable.

Accountant to have free access to all records of Courts, &c.

How soon, and subject to what conditions dividends may be declared.

ors sufficient time to come into an assignment and lodge claims, no dividend shall be paid until the expiry of three months from the date of any assignment.

Per centage upon dividends to be set apart for payment of expenses under this Act.

Proviso.

XXXVII. For remuneration of the Accountants in Bankruptcy and their Clerks, and to provide for the general expenses of the office, inclusive of printed forms of returns and other documents, which the said Accountant may find necessary, with the approval of Her Majesty's Attorney or Solicitor General for the time being, for the proper carrying out of this Act, there shall be paid out of each assigned estate two and a-half cents for every dollar of dividend paid to the creditors thereon, such payment to be made by the assignee at the date of payment of each and every dividend declared payable, and no other fees or charges shall be exigible by the Accountant, except a charge of dollars for every report sought by a firm or trader under the section of this Act, and a reasonable charge for correspondence or reports to creditors out of the Province: Provided always, that the Accountant shall be entitled to recover any cost incurred in any proceedings arising out of a failure of any party to comply with the provisions of this Act.

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SCHEDULE A.

Return to be made to Accountant by each clerk of a County Court in which any Assignment is registered within five days of such registration.

Date of Assignment & Registration.	Day	18	Registered	18
Name, Residence and Designation of Assignor.				
Name, Residence and Designation of Assignee or Assignees.				
Number and amount of Creditors entitled to claim the estate.....	} Within the Province.		No.	Amount.
	} Without the Province.			
	Total.....		\$	
Of which claims accorded preference by the Assignor.....	} Within the Province.			
	} Without the Province.			
	Total.....		\$	
Approximate value of the assets of the estate, as stated by Assignor.....			\$	

Signature of Assignor _____
Signature of Assignee _____

I hereby certify that I have compared the above with the copy appended to the Assignment, and that it is a correct copy of such particulars.

Signed

Clerk of

To
The Accountant in Bankruptcy.

SCHEDULE B.

Return to be made to the Accountant by the Assignee, within five days subsequent to the date of the meeting of creditors, appointed to be held not later than ten days from the expiry of forty days after the date of registration of any assignment.

In the assigned estate of	County of
Date and place of meeting of Creditors.	At _____, day of _____, 18__.
Number of Creditors or Mandatories present who have come into the Assignment, and amount of claim represented or accrued...	
Number of Creditors present? at first who did not come into the assignment.....	
Names, designation and addresses of Com- } missioners appointed by meeting..... }	
Name of Bank in which funds are to be placed	
Amount of total assets as estimated by Assignees.....	
Amount of preference claims lodged on estate.	
Amount of preference claims admitted by Creditors in full or as modified or rejected.	
If offer of composition made, amount, when payable, and names of securities, if any...	
Decision of meeting thereon, whether accepted, rejected or consideration deferred.....	

Signature

Assignee

SCHEDULE C.

Annual return by each Assignee to the Deputy Clerk of the Crown, within ten days after the first day of June in each year, and by each such Clerk to the Accountant in Bankruptcy, within five days thereafter.

Date of Assignment.	Name & Designation of Assignor.	Place of Residence & County.	Name & Designation of Assignee.	Names & Designation of Commissioners.	LIABILITIES.				Assets.	Settlement.	Expenses.								
					Number of Creditors and amount of claims		Out of the Province.				Amount as in Assignor's Estate.	Amount of Funds Realized.	Dividend paid or unpaid.	Discharge on Composition and rate.	Commission.	Law.	Miscellaneous.		
No.	Amount.	No.	Amount.	Total.															