

C H A P.
XXXIV.

all his property, real personal and mixed, and to which he is in any manner entitled, a schedule whereof, (on oath or affirmation) together with a list of his creditors, as far as he can ascertain them, shall be exhibited with, and annexed to, such petition, and thereupon the chancellor may direct personal notice of such application to be given to the creditors, or as many of them as can be served therewith, or he may direct notice of such application to be published in the public news-papers for such time as he may think proper, and on their appearance, or neglect to appear on notice, at the time or times and place appointed, the chancellor may administer the following oath (or affirmation) to the debtor making such application, to wit: "I, A. B. do swear, or solemnly, sincerely, and truly declare and affirm, that I will deliver up, convey and transfer, to my creditors, in such manner as the chancellor shall direct, all my property that I have or claim any title to, or interest in, at this time, in the world, and all debts, rights and claims, which I have at this time, or that I am in any respect entitled to, in possession, remainder or reversion, and that I have not, directly or indirectly, at any time before, sold, conveyed, leased, disposed of or intrusted, any part of my property, debts, rights or claims, thereby to defraud my creditors, or any of them, or to secure the same, to receive or expect any profit, benefit or advantage, thereby."

Who shall ap-
point a trust-
tee, &c.

III. And be it enacted, That the chancellor shall thereupon appoint a trustee or trustees on behalf of the creditors, and shall direct such debtor to execute a deed to such trustee or trustees for all his property, debts, rights and claims, agreeably to the oath (or affirmation) of such debtor, in trust for his creditors, and thereupon, and upon the execution of the said deed, and after the delivery of the property, books, bonds, and other evidences of debts, to such trustee or trustees, and his or their certificate of such delivery, the chancellor may order that such debtor shall for ever thereafter be acquitted and discharged from all debts by him owing or contracted at any time before the date of such deed, and in virtue of such order such debtor shall be for ever discharged from all debts due or contracted before the date of such deed; provided, that any property thereafter acquired by such debtor by descent, devise, bequest, or in course of distribution, shall be liable to the payment of his debts.

To act under
oath, &c.

IV. And be it enacted, That every trustee, before he acts as such, shall take the following oath (or affirmation) which any justice of the peace may administer, to wit: "I, A. B. do swear, (or solemnly, sincerely, and truly declare and affirm) that I will faithfully, impartially and honestly, according to the best of my skill and knowledge, execute the several powers and trusts reposed in me as trustee for the creditors of C. D. without favour or affection, prejudice or malice;" and every trustee, before he acts as such, shall give bond with security if necessary, in such penalty as the chancellor shall direct, for the faithful and due performance of his trust; and in case of the refusal or delay in any trustee to act, or in case of his death, the chancellor may appoint another, who shall qualify as aforesaid.

Debtor may
retain his
wearing ap-
parel, &c.

V. And be it enacted, That the chancellor may allow any such debtor to retain the necessary wearing apparel of himself and family, and if a mechanic or manufacturer, his tools, not exceeding in value the sum of ten pounds current money.

Chancellor
may direct
trustee to sell
the property,
&c.

VI. And be it enacted, That the chancellor may direct the trustee or trustees appointed on behalf of such creditors, to sell and convey the property of such debtor, at such time, and on such terms and conditions, as may be most advantageous to the creditors, and the net produce, after satisfying all incumbrances and liens, to divide among the said creditors, agreeably to their several and respective debts and claims, not allowing any interest on any debt after the execution of the deed by such debtor, but no judgment hereafter to be rendered