

the like powers and authorities, to sell by public auction or private contract, upon credit, and to buy in and resell, and without the assignees being answerable or liable in any case to pay or make good any loss, depreciation, or diminution in price or value which may arise or occur; also to assent to and confirm and allow, or dissent from, and disallow, all and every the acts, receipts, sales, payments, and proceedings of the provisional assignee appointed under the said fiat; and also of the assignees in continuing the working of the bankrupts' mills and otherwise, and of finishing and completing the goods in process of manufacture at the issuing of the fiat, and keeping the machinery in good working order and condition until sold, and for those purposes purchasing and paying for materials, and employing and paying the wages of workpeople; also to sanction and allow, or dissent from, the employment and payment, out of the estate, by the assignees, of an accountant to manage, settle, arrange, and dispose of the estate, books, accounts, and property, and collect and get in the outstanding debts, and settle and adjust the affairs; also to assent to or dissent from the assignees paying, out of the estate, the expenses incurred in and about a contemplated arrangement of the bankrupts' affairs before the fiat, and of meetings of creditors, and deeds and documents prepared for the purpose of carrying such arrangement into effect, an account of the amount and particulars of which expenses will be laid before the meeting for inspection; also to assent to or dissent from the assignees paying off, out of the estate, any mortgage or mortgages upon any of the property of the bankrupts, and taking conveyances of the property mortgaged; also to assent to or dissent from the assignees allowing time to any debtors to the estate for payment of their debts, by instalments or otherwise, and either with or without taking any security for the payment of the instalments, and to their executing, in respect of debts owing to the estate, any deed of composition, inspection, arrangement, letter of licence, or release and assignment, for the benefit of creditors, which may be proposed by any debtor or debtors to the estate, to his or their creditors, and releasing such debtor or debtors from the payment of debts owing to the estate; and also to assent to or dissent from the assignees carrying on and continuing, if they shall think fit so to do, the businesses carried on by the said bankrupts, or any branch thereof, at the entire risk and expence of the said bankrupts' estate, either for a limited period or at discretion; and, in case of assenting thereto, to authorise and empower the assignees to purchase and pay for, out of the estate, all such goods and materials, and to employ the bankrupts, or any or either of them, and also a manager and assistant, and all such servants, workpeople, and others, as may be necessary or requisite for the purpose, and pay them respectively, out of the estate, such salaries and wages for their services as the assignees shall think proper; and to give the assignees all such other powers and authorities as may be requisite and necessary for carrying on the same business, and assent to their being indemnified out of the estate for all that they may do in the premises; and on other special affairs.

**T**HE creditors who have proved their debts under a Fiat in Bankruptcy awarded and issued forth against John Green and George Eley, now or late of Birmingham, in the county of Warwick, and of No. 20, Thavies'-inn, Holborn, in the city of London, Wholesale Jewellers, Silversmiths, Dealers and Chapmen, carrying on the trade of Wholesale Jewellers and Silversmiths, under the style or firm of Green and Eley, are requested to meet the assignees of the said bankrupts' estate and effects, on Tuesday the 10th day of October next, at eleven o'clock in the forenoon precisely, at the office of Mr. William Marshall, Union-street, Birmingham aforesaid, in order to assent to or dissent from the said assignees selling and disposing, or to their employing any person or persons to sell and dispose, of the whole or any part of the good-will, stock in trade, household furniture, fixtures, and all and singular other the property, either real or personal, of them the said bankrupts, or either of them, or in which they, or either of them, had any interest, or any part thereof, either by public auction or private contract, and in such lots, at such times and places, and either at a valuation, to any person or persons, or to the said bankrupts, or either of them, and upon such terms and conditions as the said assignees may deem most advantageous, and either for ready money or on credit, and, if the latter, with such security for payment as the said assignees may think proper, or in any other manner; and also to assent to or dissent from the said assignees paying and discharging all rents, taxes, clerks' or servants' wages, and other outgoings, now due and payable from the said bankrupts' estates,

or either of them, or to become due and payable during such period of time as the said assignees may continue in possession of the houses, warehouses, and premises of the said bankrupts, or either of them, or until an advantageous disposition of the said bankrupts' trade and effects can be fairly effected, but so as the said assignees shall not in anywise be liable to answer for, or to make good, any loss or damage which may accrue or happen by reason of such continuance of their actings and doings therein; and also to assent to or dissent from the said assignees employing any person or persons they may think proper to collect and get in the outstanding debts and effects belonging to the said bankrupts' estates, or either of them, and to make up and adjust the books and accounts of the said bankrupts, and to the said assignees making to such person or persons compensation for his or their trouble, as to the said assignees may appear reasonable and proper; and also to sanction the acts of certain persons, to be named at the said meeting, who acted as trustees under a deed of assignment made by the said bankrupts to the said trustees, for the general benefit of all the creditors of the said bankrupts; and also to empower and authorise the said assignees to pay certain debts in full contracted by the said trustees whilst they were carrying on the said bankrupts' trade, under the authority and trusts of the said deed of assignment, for the general benefit of the creditors; and also to authorise and empower the said assignees to pay in full certain law expenses incurred by the said trustees, in defending two several actions brought against the said bankrupts after they had executed the said deed of assignment by hostile creditors who refused to come into the assignment; and also to assent to or dissent from the said assignees paying certain other law charges incurred by the said trustees in preparing and getting executed the said deed of assignment, made by the said bankrupts, and the business done thereunder; or to authorise and empower the said assignees to defend any action or actions that may be brought against the said persons who acted as trustees under the said deed of assignment, for the recovery of the said law expenses; and also to sanction all such acts, matters, and things as the said assignees shall or may have done prior or subsequent to the said meeting, in and about or concerning the said bankrupts' estates, or trades and business, or either of them; and also to assent to or dissent from the said assignees commencing, prosecuting, or defending any suit or suits at law or in equity, for the recovery of or concerning any part of the said bankrupts' estate and effects, or either of them; and to the compounding, submitting to arbitration, or in any wise agreeing to any matter or thing relating thereto; and generally to authorise the said assignees to act for the benefit of the estates of the said bankrupts, or either of them, in such manner as to them shall seem most beneficial; and on other special affairs.

**W**HEREAS by an Act, passed in the sixth year of the reign of His late Majesty King George the Fourth, intituled "An Act to amend the laws relating to Bankrupts," it is enacted "That if any Trader shall file in the Office of the Lord Chancellor's Secretary of Bankrupts a Declaration, in writing, signed by such Trader, and attested by an Attorney or Solicitor, that he is insolvent or unable to meet his engagements, the said Secretary of Bankrupts shall sign an authority for inserting the said Declaration in the Gazette, and that every such Declaration shall, after such advertisement inserted as aforesaid, be an Act of Bankruptcy committed by such Trader at the time when such Declaration was filed, but that no Commission shall issue thereupon unless it be sued out within two calendar months next after the insertion of such advertisement, unless such advertisement shall have been inserted within eight days after such Act of Bankruptcy after such Declaration filed; and no Docket shall be struck upon such Act of Bankruptcy before the expiration of four days next after such insertion in case such Commission is to be executed in London, or before the