

the said bankrupt's estate, and without the assignee being answerable for or liable to make good any loss which may be sustained by reason or in consequence of such credit being given, without security having been taken for the payment of the money; and, in case of a sale or sales by auction, to assent to or dissent from the assignee buying in, at such price or prices as he may think proper, the whole or any part or parts of the property, goods, or effects which may be so offered for sale, and again offering the same for sale at discretion, with the like powers and authorities to sell by public auction or private contract, and upon credit, and to buy in and resell, without the assignee 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; and also to assent to and allow and confirm, or dissent from and disallow, all and every the acts, payments, and proceedings of the provisional assignee appointed under the said fiat; also to assent to or dissent from the said assignee employing and paying, out of the said bankrupt's estate, an accountant to manage, arrange, settle, and dispose of the property, estate, and effects, books, accounts, and affairs of the bankrupt, and collect and get in the rents and outstanding debts and effects; also to assent to or dissent from the said assignee paying, out of the estate, a bill of costs, which will be produced at such meeting, for and attendant upon the preparation of a deed of assignment, for the benefit of creditors, before the issuing of the fiat, and otherwise relating thereto; also to assent to or dissent from the said assignee paying off, out of the estate, any mortgages or liens upon any part of the bankrupt's property and effects, and taking conveyances of the property mortgaged; also to assent to or dissent from the assignee 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 his 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 said assignee carrying on and continuing, if he shall think fit so to do, the business lately carried on by the said bankrupt, at the entire risk and expence of the estate, either for a limited period or at discretion, and, in case of assenting thereto, to authorise and empower the assignee to purchase and pay for, out of the estate, all such cotton and other materials, and to employ a manager and assistant, and all such servants, work-people, 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 assignee shall think proper, and to give him all such other powers and authorities as may be requisite and necessary for carrying on the same business; and to assent to his being indemnified, out of the estate, for all that he may do in the premises; and also to assent to or dissent from the said assignee filing, presenting, and bringing and defending, and opposing, at the risk and expence of the estate, all such suits in equity, petitions in bankruptcy, and actions at law, as may be necessary for the recovery, getting in, or compelling payment of or for the protection of the said bankrupt's estate, or any part thereof, or any debts owing thereto, or for expunging the proofs of any debts which may be made against the said estate, or which may be filed, presented, or brought against the said assignee in respect of any part of the said bankrupt's estate, or for the proof of any debts against the same, or otherwise howsoever; and to the said assignee settling, arranging, agreeing, and compromising all or any of such suits, actions, petitions, or proceedings, and also any dispute or difference which may arise respecting any part of the said bankrupt's estate, or in anywise relating thereto, upon such terms and conditions as the said assignee may think most beneficial to the said bankrupt's estate, either by referring the same disputes and differences to arbitration, or in any other manner whatsoever; also to assent to or dissent from the said assignee joining and concurring in letting, either for a term certain or from year to year, the cotton mills, cottages, land, and premises in which the said bankrupt is interested, or any part thereof, at such rent, and upon such terms and conditions, as the assignee may think proper; also to assent to or dissent from the said assignee letting the whole of the machinery or utensils of the said bankrupt to a tenant, for a term certain or from year to year, at such rent, and upon such terms and conditions, as the assignee may think proper, instead of selling and disposing thereof; and upon other special affairs.

WHEREAS 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 expiration of eight days next after such insertion in case such Commission is to be executed in the Country."—Notice is hereby given, that a Declaration was filed on the 11th day of October 1837, in the Office of the Lord Chancellor's Secretary of Bankrupts, signed and attested according to the said Act, by

SAMUEL SIMPSON and THOMAS M'KINSTRY SIMPSON, of Ardee, in the county of Louth, and of Bailie Borough Mills, in the county of Cavan, in Ireland, and also trading to England, as Corn-Dealers, Millers, Chapmen, and Copartners (under the firm of Samuel Simpson and Son), that they are in insolvent circumstances, and are unable to meet their engagements with their creditors.

WHEREAS a Fiat in Bankruptcy, bearing date on or about the 7th day of April 1837, was awarded and issued forth against William Scott, of the borough of Bristol, Corn-Factor, Dealer and Chapman; this is to give notice, that the said Fiat is, by order of the Court of Review in Bankruptcy, and confirmed by the Lord Chancellor, annulled.

WHEREAS a Fiat in Bankruptcy is awarded and issued forth against George Stringer the elder, of High-street, Islington, in the county of Middlesex, Furnishing Ironmonger, and he being declared a bankrupt is hereby required to surrender himself to John Herman Merivale, Esq. a Commissioner of Her Majesty's Court of Bankruptcy, on the 19th day of October instant, at one in the afternoon precisely, and on the 24th of November next, at eleven in the forenoon precisely at the Court of Bankruptcy, in Basinghall-street, in the city of London, and make a full discovery and disclosure of his estate and effects; when and where the creditors are to come prepared to prove their debts, and at the first sitting to choose assignees, and at the last sitting the said bankrupt is required to finish his examination, and the creditors are to assent to or dissent from the allowance of his certificate. All persons indebted to the said bankrupt, or that have any of his effects, are not to pay or deliver the same but to Mr. G. Green, 18, Aldermanbury, the Official Assignee, whom the Commissioner has appointed, and give notice to Mr. Ness, Solicitor, Dyer's-buildings, Holborn.

WHEREAS a Fiat in Bankruptcy is awarded and issued forth against James Hine Miller, late of Newgate-street, in the city of London, but now of Mitcham, in the county of Surrey, Seedsman and Florist, Dealer and Chapman (some time