

trade, furniture, goods, and effects of the said bankrupt, either by public auction or private contract, or otherwise, or partly by public auction and partly by private contract, and either for ready money or on credit, and to their buying in the same, or any part thereof, and reselling the same, either by public auction or private contract, for ready money or on credit, with like powers again to buy in and resell the same in manner aforesaid, as to the said assignees shall seem expedient, and to their taking a bill or bills of exchange, or other security or securities, for the purchase money as they shall deem proper, without being liable to answer for or bear any loss which may happen by reason of the selling on credit, taking such security or securities, or such resale or resales as aforesaid; and also to assent to or dissent from the said assignees joining or concurring in the transfer to any person or persons who shall be willing to pay off the same, of certain mortgage debts affecting certain hereditaments and premises, or any of them, the equity of redemption in which said premises has been mortgaged to the said bankrupt, and to the payment by the said assignees, out of the said bankrupt's estate, the costs, charges, and expences attending and incident to the transferring of the said mortgages, or any of them; and also to assent to or dissent from the said assignees joining and concurring with the said mortgagees, or their assignees, in a sale or sales of the said hereditaments and premises to be conducted in such manner as the said assignees shall think proper, and either by public auction or private contract, at a valuation, or otherwise, and either to such mortgagees, or any of them, or any other person or persons whomsoever, and in one lot or several lots, at one or several times, and either wholly or partly for ready money or payment at a future day or days, with or without taking security for the purchase-money, or any part thereof, with power to buy in and resell the same in manner aforesaid, without being answerable or liable for any deficiency or diminution in value or price which may occur by such resale or resales; or to the said assignees making and entering into any arrangement or settlement with such mortgagees and any other person or persons claiming any lien, interest, or charge upon the said hereditaments and premises, or any part thereof, as they may be advised or think most beneficial to the said bankrupt's estate; and also to assent to or dissent from the said assignees settling and agreeing with a person, to be named at the said meeting, in respect of a lien claimed by such person upon certain deeds held by such person, and relating to the said hereditaments and premises so mortgaged to the said bankrupt as aforesaid, upon such terms and conditions as the said assignees shall think proper; and to the said assignees paying, out of the said bankrupt's estate, what shall appear to them to be due to the said person in respect of his said lien; and also to assent to or dissent from the said assignees paying, out of the said bankrupt's estate, certain costs, charges, and expences to be stated at the said meeting incurred previous to the issuing of the said fiat, respecting the said bankrupt's estate, and for the protection thereof; and to sanction, allow, and confirm the employment and payment by the said assignees, out of the said bankrupt's estate, of an accountant to investigate the dealings and transactions of the said bankrupt, and to make up and adjust his books and accounts, and to collect in the debts due to the said bankrupt's estate, and of an agent or agents to receive and pay the rents, issues, and profits of certain messuages, lands, and premises, of which the said bankrupt is mortgagee in possession, and to manage and treat for the letting of the said premises; and also to assent to or dissent from the said assignees taking all proper and necessary steps and proceedings to investigating certain alleged debts to a large amount, claimed to be owing from the said bankrupt to certain persons, who will be named at such meeting, and opposing the proof of such debts under the said fiat, and in the event of the proof of such debts, or any of them, being admitted, to the said assignees, presenting a petition or petitions to the Court of Review, or taking such other proceedings as the said assignees may be advised, for the purpose of having such debts, or any of them, expunged and disallowed, and to the said assignees paying and discharging the costs, charges, and expences of, and incident to, such investigation and proceedings out of the said bankrupt's estate; and to the said assignees settling, arranging, and agreeing with the party or parties claiming the said alleged debts, by consenting to such party or parties proving a portion of such alleged debts under the said fiat, and receiving a release, or other discharge, for the remainder of such alleged debts, or any of them, or by referring or submitting to arbitration, all disputes and differences, touching or concerning the said

alleged debts or any of them, or upon such other terms and conditions as the said assignees shall think proper; and also to assent to or dissent from the said assignees filing, bringing, and prosecuting a bill in equity, or actions at law, or such other proceedings at law or in equity, or otherwise, as they may be advised against certain persons, to be named at such meeting, in respect of the dealings and transactions between the said persons, or any of them, and the said bankrupt, and to compel the rendering of proper accounts of such dealings and transactions, and for the recovery from such persons, or any of them, what shall appear to be due from them, him, or her, to the said bankrupt's estate, or to the settling and arranging or agreeing with such persons, or any of them, either before or after the commencement of any such action, suit, or proceeding, respecting such dealings and transactions, claims and demands, upon such conditions as the said assignees may think proper, and either by accepting a sum of money, in full satisfaction of all claims and demands, or by referring or submitting to arbitration, all disputes and differences touching and concerning such dealings and transactions, claims and demands; and also to assent to or dissent from the said assignees filing, commencing, and prosecuting one or more actions or actions at law, or bill or bills in equity, or taking such other proceedings as they may be advised, against certain persons, to be named at such meeting, or any of them, for the recovery of certain property in their possession, part of the said bankrupt's estate and effects; or otherwise to their referring or submitting to arbitration the right of such persons, or any of them, to retain and keep such property; or to the said assignees making such arrangement, compromise, and agreement with such persons, or any of them, in regard to the same, as they may think advisable; and also to assent to or dissent from the said assignees taking, commencing, and prosecuting, defending, or opposing, any proceedings at law, in equity, or bankruptcy, in respect of any part of the said bankrupt's estate, as they may think proper or be advised, for the protection, recovery, or getting in of the same, or any part thereof; and to refer to arbitration or compromise any dispute, claim, or demand whatsoever which now or may exist between the said assignees and any person or persons whomsoever in respect of the same, or any part thereof; and on 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 13th day of December 1837, in the Office of the Lord Chancellor's Secre-