

In case such proposal shall not be accepted, then to assent to or dissent from the said assignees selling and disposing of all or any part of the real and personal estate and effects of the said bankrupts, either by public auction or private contract, or by valuation, either together or in parcels, and either for ready money or upon credit, with or without security for the purchase-money, or any part thereof, and at the risk and expense of the estate, and to such sale or sales being made, either to the said bankrupts, or any or either of them, or to any other person or persons whomsoever, upon such terms and conditions, and with such restrictions as to the said assignees shall seem proper; and in the event of any future sale or sales by auction, then to the said assignees, from time to time, and as often as they think fit, buying in the property offered by auction, or any part thereof, and reselling the same, or any part thereof, at any future auction, or by private contract, in such manner as they shall think fit, at the entire risk and loss (if any), of the said bankrupts' estate; and also to assent to or dissent from the said assignees paying to the said bankrupts, or to some of them, and to or for the service of a person who will be named at the meeting, such a sum of money as the assignees shall deem reasonable for collecting and getting in the outstanding debts owing to the estate; and also to assent to or dissent from the said assignees paying certain accountants and agents, and other persons, such allowance for their time and trouble in managing the said bankrupts' estate, investigating their books and accounts, and collecting and getting in the effects of the said bankrupts, and otherwise relating to their affairs as to the said assignees shall seem just and reasonable; and to the said assignees continuing the services of such person or persons, or to their employing others for the purposes aforesaid if they shall think fit, for such time or times, and with such allowance and remuneration for their services as to the said assignees shall seem proper, and to one of the said assignees receiving such allowance and remuneration, for his time, trouble, and services in or to the said bankrupts' affairs, as shall seem reasonable; and also to assent to or dissent from the said assignees making any arrangement they may think proper with the mortgagees of the real and leasehold estates of the said bankrupts, and to concur with such mortgagees in selling and disposing thereof, in such way and manner as the said assignees should think fit; and also to assent to or dissent from the said assignees commencing and prosecuting, defending and opposing any action or actions, suit or suits, at law, in equity, or in bankruptcy, for the recovery and protection of any part of the estate and effects, real or personal, of the said bankrupts; and also to assent to or dissent from the said assignees compromising or compounding and accepting part in discharge of the whole of any debt or debts, claim or demand, due or owing to the said bankrupts' estate, and to their executing any letter of licence, deed of composition and release, or deed of assignment, or other instrument whatsoever made by and between any debtor to the estate of the said bankrupts and his creditors; and also to assent to or dissent from the said assignees referring to arbitration or otherwise determining and agreeing any dispute or difference, matter or thing whatsoever now depending and existing, or which may hereafter arise or exist, relating to the said bankrupts' estate, or any part thereof, or any matter connected therewith; and to empower the said assignees to give consent to the holders of bills of exchange, on which the said bankrupts are liable, either severally or jointly with others, to compound, release, and discharge any of the other parties also liable on the same bills, on such terms as may appear to the said assignees most advantageous to the said bankrupts' estate; and generally to authorise and empower the said assignees to act in and about the affairs of the said bankrupts, for the benefit of the said bankrupts' estate, as the said assignees may, from time to time, think proper and expedient; and on other special affairs.

THE creditors who have proved their debts under a Fiat in Bankruptcy awarded and issued forth against Job Freeth, of Birmingham, in the county of Warwick, Ironmonger, Dealer and Chapman, are requested to meet the assignee of the said bankrupt's estate, on Wednesday the 22d day of July next, at eleven o'clock in the forenoon, at the office of Mr. Ebenezer Sargent, in Smithfield, Birmingham aforesaid, in order to assent to or dissent from the said assignee paying and discharging the costs, charges, and expenses incurred and sustained previous to the awarding and issuing forth of the said fiat, in endeavouring to effect an arrangement between the said bankrupt and his creditors, relative to the payment of their

debts, and in endeavouring to procure for the creditors, and to obtain their acceptance of a composition, of a certain sum in the pound in lieu and discharge of their full debts; and to obtain security for such composition, and the costs and charges of convening and holding a meeting of creditors relative to the said bankrupt's affairs, and of preparing a deed of assignment from the said bankrupt to trustees for the general benefit of his creditors, and of endeavouring to induce certain of his creditors to forego their securities, and to come in under such deed rateably with the other creditors; and also to sanction, ratify, and confirm the acts, dealings, receipts, payments, purchases, disbursements, transactions, and proceedings of the provisional assignee appointed under the said fiat, and the continuing and carrying on the trade and business of the said bankrupt at Birmingham, up to the day of the choice of assignee, and to reimburse the said provisional assignee all moneys advanced and disbursed by him in and about the affairs of the said bankrupt, and to indemnify him out of the estate for what he has done in the matters aforesaid; and to assent to or dissent from the said assignee at his discretion, but at the risk and expense of the estate, continuing and carrying on the trade and business of the said bankrupt at Birmingham aforesaid, for such period, and in such manner, as the assignee shall deem fit; and to or from the assignee employing the bankrupt, and any other person or persons at such salaries and wages, and to pay the said bankrupt and other person or persons for their services, as the said assignee shall think fit; and to make all purchases and payments necessary for carrying on the same trade which may be requisite, and to indemnify the assignee from all loss by reason of such trade being carried on; and to assent to or dissent from the said assignee selling and disposing of such part of the stock in trade, furniture, goods, and effects of the said bankrupt, as at the time of the meeting shall remain unsold, either by public auction or private contract, or by private or public tender, or otherwise, or partly by public auction and partly by private tender, and either for ready money or on credit, and to his buying the same, or any part thereof, and reselling the same, either by public auction or private contract, or by private or public tender, for ready money or on credit, with like powers again to buy in and resell the same in manner aforesaid, as to the said assignee shall seem expedient; and to his taking a bill or bills of exchange, or other security or securities for the purchase money, as he shall deem proper, without being liable to account for, or bear any loss which may happen, by reason of the selling on credit, and taking any such security or securities, or which may happen by any such resale or resales as aforesaid; and also to assent to or dissent from the said assignee selling to the said bankrupt the household furniture and other articles of domestic use; and also the whole or any part of his stock of goods at his shop in Birmingham aforesaid, at a valuation; and to the assignee giving such time or credit for the payment, with or without security for the price thereof, as to the said assignee shall appear proper; and also to assent to or dissent from the said assignee employing, at the expense of the said bankrupt's estate, an accountant, or such other person or persons as he shall deem proper, to collect in the debts, and take and value the stock and effects of the said bankrupt, and to ratify and confirm the appointment of an accountant, and such other person or persons as aforesaid, which shall have been made by the said assignee prior to the said meeting; and also to assent to or dissent from the said assignee making such compensation to such accountant and other person, for their time and trouble in the matters aforesaid, as to the said assignee shall seem just; and also to assent to or dissent from the said assignee selling and disposing of the leases, goodwill, and possession of any house or houses, shop or shops occupied by the said bankrupt; and also to assent to or dissent from the said assignee commencing, prosecuting, or defending any action or actions, suit or suits, at law or in equity, or any other proceedings which may at any time hereafter become necessary, for or concerning the recovery or protection of any part of the said bankrupt's estate and effects; and particularly to assent to or dissent from the said assignee commencing and prosecuting an action or actions at law, or suit or suits in equity, or other proceedings, against a person to be named at the said meeting, for the recovery of a balance of account due from him to the said bankrupt; and also an action or actions at law, or suit or suits in equity, or other proceedings, against another person also to be named at the said meeting, to recover certain moneys due to the said bankrupt on behalf of his children; and also an action or actions at law, suit or suits in equity, or other proceedings, against another person also to be named at the said meeting, to recover certain