

THE creditors who have proved their debts under a Fiat in Bankruptcy awarded and issued forth against Noah Hingley, of Cradley, in the county of Worcester, and of Liverpool, in the county of Lancaster, Chain Trace and Cable Manufacturer, Dealer and Chapman, a bankrupt, are requested to meet the assignee of the estate and effects of the said bankrupt, on Friday the 2d day of October next, at eleven o'clock in the forenoon, at the New Royal Hotel, in Birmingham, in the county of Warwick, in order to sanction, allow, and confirm all sale or sales made by the assignee previous to the said intended meeting, of any of the stock in trade, machinery, furniture, goods and effects of the said bankrupt, or of any part or portion thereof; and to assent to the said assignee selling and disposing of such part of the stock in trade, machinery, furniture, goods and effects of the said bankrupt as at the time of such meeting 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 contract, or partly by private or public tender, and either for ready money or on credit, and to his buying in 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 their taking a bill or bills of exchange or promissory note or notes, or other security or securities for the purchase money, as they shall deem proper, without being liable to account for or bear any loss which may happen by reason of the selling on credit, taking any such security or securities on such resale or resales as aforesaid; and also to assent or dissent to the said assignee joining or concurring in the transfer to any person who shall be willing to pay off the same, any mortgage debt or debts affecting any hereditaments and premises belonging 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 any such mortgage or mortgages, or any of them; and also to assent or dissent to the said assignees joining or concurring with any mortgagee or mortgagees, or any equitable mortgagee or mortgagees, in a sale or sales of any hereditaments and premises belonging to the said bankrupt's estate, to be conducted in such manner as the said assignee 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, 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; and to the said assignee making and entering into any arrangement or settlement with such mortgagee or mortgagees, and any other person or persons claiming any lien, interest, or charges upon any hereditaments or premises, or any part thereof, as they may be advised or think most beneficial to the said bankrupt's estate; and to sanction, allow, and confirm the employment and payment by the said assignee, 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 make out the same, also the costs, charges, and expences of collecting in the debts due to the said bankrupt's estate; and also to assent or dissent to the said assignee, at the risk and expence of the estate, working up the stock now in his possession, and buying materials for such purpose; and also to assent or dissent to the said assignee, at the risk and expence of the said estate, carrying on the said bankrupt's trade at Cradley and Liverpool aforesaid, for such period as may be agreed upon, and buying iron and other articles and things as he may think fit and necessary to carry on such trade; and also to assent or dissent to the said assignee, at the risk and expence of the said estate, renting the premises lately occupied by the said bankrupt at Cradley and Liverpool aforesaid, and elsewhere, and to employ persons to enable the said assignee to carry on the trade of the said bankrupt in as full and ample a manner as the said bankrupt formerly did, and to pay all and every the expence of, and incident to, carrying on the said trade out of the said bankrupt's estate; and also to assent to or dissent from the said assignee using the estate and effects of the said bankrupt for the purposes of such trade; and also to assent or dissent to the said assignee, at the risk of the said estate, taking any bill or bills for any debts now due to the said bankrupt, and to

his giving any bill or bills for goods to be purchased by the said assignee, for the purpose of carrying on the said trade as aforesaid; and also to assent to or dissent from the said assignee entering into any arrangement with the mortgagees for the renting of the premises now in mortgage to them at Cradley aforesaid; and also to assent to or dissent from the said assignee taking any proceedings as he may be advised against a certain person, to be named at the said meeting, for the purpose of compelling the performance of certain agreements for leases of premises at Liverpool; and also to investigate the nature of the transactions and agreements between the said certain person and the said bankrupt, and to take such legal or equitable proceedings relative to the same as he may think fit and be advised, and also to arrange with the said certain person on such terms as the said assignee may judge expedient and as he may be advised; and also to assent to or dissent from the said assignee taking, commencing and prosecuting, defending, and opposing any proceedings at law, in equity, or bankruptcy, in respect of the said bankrupt's estate and effects, and especially against a person, also to be named at the meeting, for the recovery of a certain bill of exchange, or other security, and for the protection, recovery, and getting in of any of the said bankrupt's estate, or any part thereof, and to refer to arbitration, or compromise any dispute, claim, or demand whatsoever which now exists, or may exist, between the said assignee and any person or persons whomsoever, in respect of the same, or any part thereof; and also to authorise the said assignee to defray the expence of the intended meeting, and all expences of and incident thereto, and to carry into effect the objects of the said intended meeting; and generally to do every lawful act and acts as he shall think necessary or beneficial to the said bankrupt's estate, as he shall be advised in and about the premises.

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 September 1840, in the Office of the Lord Chancellor's Secretary of Bankrupts, signed and attested according to the said Act, by

THOMAS PARKER, of No. 36, Tooley-street, in the parish of St. Olave, Southwark, in the county of Surrey, Victualler, that he is insolvent circumstances, and is unable to meet his engagements with his creditors.