

10. If such deed be executed in Upper Canada, according to the form of execution of deeds prevailing there, it shall have the same force and effect in Lower Canada, as if it had been executed in Lower Canada before notaries. And if such deed be executed in Lower Canada before notaries it shall have the same force and effect in Upper Canada, as if had been executed in Upper Canada, according to the law in force there; and copies of such deed, certified as aforesaid, shall constitute, before all Courts and for all purposes. *prima facie* proof of the execution and of the contents of the original of such deed without production of the original.

Deed executed in U. C. to have force in L. C., and vice versa.

COMPULSORY LIQUIDATION.

3. A debtor shall be deemed insolvent and his estate shall become subject to compulsory liquidation;

In what cases an estate shall become liable to compulsory liquidation.

a. If he absconds or is immediately about to abscond from this Province with intent to defraud any creditor, or to defeat or delay the remedy of any creditor, or to avoid being arrested or served with legal process, or if being out of the Province he so remains with a like intent; or if he conceals himself within this Province with a like intent;

b. Or if he secretes or is immediately about to secrete any part of his estate and effects with intent to defraud his creditors or to defeat or delay their demands or any of them;

c. Or if he assigns, removes or disposes of, or is about or attempts to assign, remove or dispose of any of his property with intent to defraud, defeat or delay his creditors or any of them;

d. Or if with such intent he has procured his money, goods, chattels, lands or property to be seized, levied on or taken under or by any process, or execution having operation where the debtor resides or has property, founded upon a demand in its nature provable under this Act and for a sum exceeding \$200, and if such process is in force and not discharged by payment or in any manner provided for by law;

e. Or if he has been actually imprisoned or upon the gaol limits for more than thirty days in a civil action founded on contract for the sum of \$200 or upwards, and still is so imprisoned or on the limits: or if in case of such imprisonment he has escaped out of prison or from custody or from the limits;

f. Or if he wilfully neglects or refuses to appear on any rule or order requiring his appearance to be examined as to his debts, under any statute or law in that behalf;

g. Or if he wilfully refuses or neglects to obey or comply with any such rule or order made for payment of his debts or of any part of them;

h. Or if he wilfully neglects or refuses to obey or comply with the order or decree of the Court of Chancery or of any of the Judges thereof, for payment of money;

i. Or if he has made any general conveyance or assignment of his property for the benefit of his Creditors, otherwise than in the manner prescribed by this Act.

2. If a trader ceases to meet his commercial liabilities generally as they become due, any creditor for a sum exceeding two hundred dollars may make a demand upon him (Form E.) requiring him to make an assignment of his estate and effects for the benefit of his creditors.

When an assignment to creditors may be awarded.

3. If the trader, on whom such demand is made, contends that the claim of such creditor does not amount to \$200, or that it was procured in whole or in part for the purpose of enabling him to take proceedings under this Act; or that the stoppage of payment by such trader was only temporary, and that it was not caused by any fraud or fraudulent intent, or by the insufficiency of the assets of such trader to meet his liabilities, he may within five days from such demand, present a petition

Recourse of trader to stay further proceedings on such demand.