

ings against the debtor on the part of all the creditors in the said Notarial instrument named, until a final judgment shall be rendered thereon.

VI. On the appointed day, if no sufficient cause be shown, the Court may render judgment in the case, confirming the arrangement contained in the 10 notarial instrument, and extending the same to, and making the same obligatory upon, all the creditors of the debtor equally, wherever they reside. Judgment declaring the arrangement obligatory.

VII. When the agreement between the debtor and creditors contains an assignment to the Prothonotary for the benefit of the creditors, the signing Creditors shall in the said instrument name an assistant assignee, who shall 15 assist the Prothonotary in winding up the estate and liquidating the debts, and he shall be paid at the rate and in the manner stated in the said instrument; but if no such assistant assignee be named in such instrument, or if he die or become insolvent or otherwise unable to act, the Prothonotary shall name some practical and efficient man of business, to act as 20 such assistant and to perform the said duty, and he shall be paid at the rate usual and customary where such duty is performed, subject to the taxation of any Judge of the Superior Court after notice to the parties interested; and such assistant assignee shall be an officer of the Court, subject to such punishment by fine and imprisonment for any neglect, omission 25 or misconduct as other officers of the Court would be in like case. In case of assignment, creditors to appoint an assistant assignee. If not, Prothonotary to name one. To be deemed an officer of the Court.

VIII. The proceeds arising from any such assignment may be distributed among the Creditors by the Prothonotary, upon their all signing a receipt each for his share of the same; but if they do not all consent, the Prothonotary shall file a Report of Distribution and Collocation of the monies 30 in hand, either after all the assets are sold, or after the sale of part of them, as may be found most advantageous for the creditors, which report or reports shall be homologated in the usual manner. Distribution of proceeds of property assigned.

IX. The final judgment on the Notarial agreement as between the debtor and creditors, may be rendered at any time, either before or after the sale 35 and distribution of the property assigned. Final judgment may be rendered at any time.

X. The effect of such final judgment shall be, if confirmatory of the said agreement, to place the creditors who have not signed the same in the same position in relation to the debtor as they would have occupied if they had been parties and assented to the said Notarial agreement, and to discharge 40 the debtor from all legal liability to and in favor of all his creditors in the said instrument named, which existed up to the time of the signing of the said Notarial instrument. Effect of final judgment confirming the arrangement.

XI. When any Judge of the Superior Court shall be satisfied on the oath or oaths of any creditor or creditors or of his or their book-keeper or 45 book-keepers, legal agent or agents, that any person is indebted in one sum exceeding £100, or in two or more sums together exceeding £100, for two or more causes of indebtedness to such creditor or creditors, and that such person is in a state of actual insolvency, and is unable to pay his just and lawful debts, it shall be lawful for such Judge to order that a writ of attachment, *saisie arrêt* and *arrêt simple*, do issue to attach in the hands of the 50 debtor or any other person, all the property, moveable and personal, of, and all the debts due to the debtor. Judge being satisfied that any person is insolvent, may order all his property and credits to be attached.

XII. The issuing of such writ of attachment shall have the effect of Effect of such attachment.