

without interest, and either with or without security; such percentage being taken in full discharge of each and every such debt due as aforesaid; or the signing creditors may by such agreement and arrangement accord to the debtor a term or terms for payment of the whole or any part or parts of his indebtedness; or such agreement or arrangement may be varied in any manner the debtor and signing creditors may agree upon, but it must in every case be distinctly expressed, and be applicable equally and fairly as well to the signing creditors as to those who do not sign the same.

Affidavits of creditors signing which must accompany such Instrument.

III. And with the said Notarial instrument there shall also be filed an affidavit sworn before any Judge of the Superior Court in Lower Canada or before any Commissioner authorized to receive affidavits to be used therein, by each of the signing creditors, or by one partner of each firm or partnership, or, in the absence or sickness of the creditor, by his legal agent having a personal knowledge of the facts sworn to; which affidavit shall state that the sum specified therein and annexed to the name of such creditor in the said Notarial instrument is justly due to him by the debtor, and shall also state the nature of the debt and whether arising from any written security or otherwise, and giving the general ground of such indebtedness; and if such debt shall consist of any written security, such affidavit shall state in detail the particulars of the original cause of debt or of the value given or original consideration for such written security.

Affidavit of the Debtor.

IV. There shall also be filed with the said Notarial instrument, an affidavit by the debtor sworn to as aforesaid, in the following words:

The form.

"I, _____, do swear (or affirm, as the case may be), that the account of my creditors, and the inventory of my estate, which are contained in the Notarial instrument, passed before A. B. and his colleague Notaries Public, on the _____ day of _____ last; an authenticated copy whereof is herewith filed, are in all respects just and true; and that I have not, at any time nor in manner whatsoever, disposed of, or made over, any part of my estate, for the future benefit of myself or my family, or in order to defraud any of my creditors; and that I have in no instance created or acknowledged a debt for a greater sum than I honestly and truly owed; and that I have not paid, secured to be paid, or in any way compounded with any of my creditors, with a view fraudulently to obtain any advantage therefrom, or unjustly to benefit any of them."

Notice to be published by the Prothonotary, to show cause why the arrangement should not be confirmed. Arrangement to affect all creditors wherever resident.

V. Upon the filing of such Notarial instrument and affidavits, the Prothonotary shall insert a notice in the Official Gazette and in at least one newspaper published in each language in the District, stating, in concise language, the contents of the said Notarial instrument, and calling upon all persons interested to file their claims against the said debtor on or before a day in term named in such notice; and on the said day to show cause why the Superior Court should not confirm and homologate the said Notarial instrument, and in and by such confirmation adjudge that the arrangement so entered into by the signing creditors should be extended to all other creditors of the said debtor, whether residing in Lower Canada or elsewhere. The said notice shall be published in four successive weeks in each of the aforesaid papers, the last insertion whereof shall take place at least two months before the day named therein for filing claims and shewing cause as aforesaid, and the signing of such notice by the Prothonotary, shall stay all legal proceed-

Effect of publication of notice.