

judgment creditor of such trader may cause to be served upon such trading company or copartnership, a notice informing them of the insolvency of such trader, stating the amount of the judgment against him, with such interest and costs as may be due thereon, and requiring payment thereof from such trading company or copartnership.

5. If upon such service the amount of such judgment, interests and costs, and the costs of such service, be not forthwith paid by such insolvent trader to such creditor, such non-payment shall entitle the solvent partner or partners therein to dissolve such company in the same manner as if it had expired by efflux of time. Solvent partners may dissolve company in certain cases,

6. If within thirty days from such service, the copartnership existing between such insolvent trader and such trading company or copartnership is not dissolved and put in course of liquidation, and due notice of such dissolution and liquidation given by advertisement in the *Canada Gazette*, such judgment shall be executory against the assets and property of such trading company or copartnership: Provided always, that the creditors of such company or copartnership shall have a prior claim upon the assets thereof, to such creditor of a member thereof. In what case judgment executory against the copartnership

7. The words "the Judge" shall, in Lower Canada, signify a Judge of the Superior Court for Lower Canada, having jurisdiction at the domicile of the insolvent—and in Upper Canada a Judge of the County Court of the county in which the proceedings are carried on. and the words, "the Court" shall, in Lower Canada signify the said Superior Court—and in Upper Canada the County Court unless it is otherwise expressed or unless the content plainly requires a different construction. Interpretation. "Judge." "Court."

8. The word "Assignee" shall mean the official assignee appointed in proceedings for compulsory liquidation as well as the assignee, appointed under a deed of voluntary assignment. The word "day" shall mean a juridical day. The word "Creditor" shall be held to mean every person to whom the trader is liable, whether primarily or secondarily, and whether as principal or surety; but no debt shall be doubly represented or ranked for, either in the computation for ascertaining the numbers of creditors, or in the dividends to be paid under any assignment or deed of composition: And all the provisions of this Act respecting traders, shall be held to apply equally to unincorporated trading companies, and co-partnerships; and the chief office, or place of business of such incorporated trading companies and co-partnerships shall be their domicile for the purposes of this Act. "Assignee." "Day." "Creditor." Domicile.

9. Every assignee to whom a voluntary assignment is made under this Act, and every official assignee appointed under the provisions of this Act, is an agent within the meaning of the 43rd, 44th, 46th, 48th and 49th sections of the 92nd chapter of Consolidated Statutes of Canada; and every provision of this Act, or resolution of the creditors, relating to the duties of an assignee or official assignee shall be held to be a direction in writing, within the meaning of the said 43rd section of the said chapter. And in an indictment against an assignee or official assignee under any of the said sections, the right of property in any monies, security, matter, or thing, may be laid in "the creditors of the insolvent, (naming him,) under the Insolvent Act of 1863." Assignees to be agents within the meaning of Cons. Stat. 92 sec. 43 &c

10. The deed of assignment, or an authentic copy thereof, or a duly authenticated copy of the order of the judge appointing an official assignee: or a duly certified extract from the minutes of a meeting of creditors; according to the mode in which the assignee or official assignee is alleged to be appointed shall be *prima facie* evidence in all courts, whether civil or criminal, of such appointment, and of the regularity of all proceedings at the time thereof and antecedent thereto. Deed of Assignment &c., to be prima facie evidence.