

deed of assignment, may summon all the creditors refusing to consent to the deed of assignment, by one and the same action in the ordinary form of proceeding, in an action for a sum equivalent to that due to the minority of the creditors, to shew cause why the deed of assignment  
 5 should not be declared obligatory against all the creditors, and such action shall be brought and proceeded with in the Court having jurisdiction, as regards domicile over the majority of the creditors so called upon.

If the Court is of opinion that the debtor is acting in good faith, that no fraudulent transaction to the detriment of his creditors has  
 10 been proved against him, and that he has assigned the whole of his property, excepting only such as is exempted by law from seizure, or that which the majority of his creditors has agreed to leave in his possession, and at his disposal, it shall grant homologation of the deed of assignment, or of any other arrangement, whenever it shall be estab-  
 15 lished that a number of the creditors forming the majority, and representing, moreover, after verification of the claims, the three-fourths of the whole amount due, have consented to the assignment.

XVII. No appeal shall be allowed from the judgment or judgments rendered in the matters arising out of such assignment, and indicated  
 20 in the deed thereof.

XVIII. The trustees shall render an account of their management and administration, by causing to be transmitted to each creditor every six months, a statement of the matters entrusted to their direction.

XIX. The trustees shall be bound, at least every six months, to pay  
 25 over to the creditors, according to the rights and privileges of each creditor, the amount they may have in hand, accruing from the administration or sale of the property of the debtor.

XX. The trustees shall be deemed, and shall be dealt with as judicial guardians, in respect of the property assigned and placed in their  
 30 possession.

XXI. In case the Court refuses to homologate the deed of assignment, on account of bad faith or fraud on the part of the debtor, as against any one of his creditors, it shall render judgment against the debtor, and in favor of each creditor, for the amount admitted or estab-  
 35 lished to be due to each creditor.

XXII. Such judgment shall be executory and executed against the debtor in the name of all the creditors, upon the order of any one creditor given in the ordinary manner, and proceedings shall be taken upon such judgment as in other cases after judgment.

40 XXIII. The distribution of the monies realized by the sale of the immoveable and moveable estate of the debtor, shall take place in the ordinary manner as practised in the Court in cases in which the defendant is insolvent.