

papers, stocks, bonds and other securities, and generally all assets of any kind or description whatsoever which he may be possessed of or entitled to up to the time of his obtaining a discharge from his liabilities, under the same charges and obligations as he was liable to with regard to the same; and the Assignee shall hold the same in trust for the benefit of the Insolvent and his creditors and subject to the orders of the court or judge; and he may upon such order and before any meeting of the creditors, institute any conservatory process or any proceeding that may be necessary for the protection of the estate; he may also upon such order, sell and dispose of any part of the estate and effects of the Insolvent which may be of a perishable nature: such assignment or writ or writs of attachment shall not, however, vest in the Assignee such real and personal property as are exempt from seizure and sale under execution, by virtue of the several Statutes in that case made and provided in the several Provinces of the Dominion respectively, nor the property which the Insolvent may hold as trustee for others.

17. The Insolvent shall, within ten days of the date of the assignment, or from the date of the service of the writ of attachment, or (if the same be contested) within ten days from the date of the judgement rejecting the petition to have it quashed, furnish the Assignee with a correct statement (Form F) of all the liabilities direct or indirect, contingent or otherwise, indicating the nature and amount thereof, together with the names, additions, and residences of his creditors and the securities held by them, in so far as may be known to him. The Insolvent shall also furnish within the same delay a statement of all property and assets vested in the Assignee by the deed of assignment or by the writ or writs of attachment issued against him, and such statement shall in all cases include a full, clear, and specific account of the causes to which he attributes his insolvency, and the deficiency of his assets to meet his liabilities. The Insolvent may at any time correct or supplement the statements so made by him of his liabilities and of his property and assets.

18. The Insolvent may present a petition to the judge at any time within five days from the service of the writ of attachment; and may thereby pray for the setting aside of the attachment made under such writ, on the ground that the party at whose suit the writ was issued has no claim against him, or that his claim does not amount to two hundred dollars beyond the value of any security which he holds, or is not provable in insolvency, or that his estate has not become subject to liquidation; or if the writ of attachment has issued against a debtor by reason of his neglect to satisfy a writ of execution against him as hereinbefore provided, then on any of the above grounds or on the ground that such neglect was caused by a temporary embarrassment, that it was not caused by any fraud or fraudulent intent, or by the insufficiency of the assets of such debtor to meet his liabilities: and such

petit
man
there
vide

19.
attac
clerk
office
count
estat
of att
estat
count
notic
ment

20.
(in th
which
conte
Insol
the O
of the
to be
be pu
tion
fixed

21.
befor
credi
tary
know
circu
is un
by ac

22.
place
chair
Assign

23.
of his
prop
same
Assign
more
defic

24.