

X. If only a part of the claim be contested, the Plaintiff shall be entitled to his judgment for the residue, and the issue for the contested portion, shall be completed and tried as provided in the eighth section. If only part of claim is contested.

XI. If within from the rendering of a Judgment as aforesaid, the amount thereof be not paid, the Plaintiff shall be entitled to sue out in the ordinary form, a writ of execution against the Defendant's moveable and immoveable property; Provided that no sale of the moveable property seized under such writ, shall take place unless fifteen full days shall have elapsed between the day on which the Judgment shall have been rendered and the day of sale; Provided also, that no immoveable property shall be seized until after the sale and discussion of the goods and chattels of the Defendant. Proceedings in case amount of Judgment remains unpaid.
Proviso.

XII. If on the day of the appearance, or any day thereafter within fifteen days after the judgment shall have been rendered, the Defendant or Defendants enter into a bond with two sufficient sureties, before one of the Judges of the Superior Court, to pay the amount of the claim for which judgment may be, or shall have been rendered by the Superior Court and all costs and interest thereon, (of which tender of security at least one day's notice shall be given to the Plaintiff,) all proceedings shall be suspended and the declaration shall be considered as returned on that day into the Superior Court, and delays to plead, and all other proceedings to trial and judgment shall be had therein, as in a cause pending before the said Superior Court, and as if no proceedings had been adopted before a Judge, the delays to plead reckoning from the date of such bond. Proceedings to be suspended upon Defendant's giving security to abide by Judgment of S. C.

XIII. If any such demand shall be dismissed by the Judge, the Plaintiff, on payment of costs, and on giving security in the manner provided in the last section, for the costs to be incurred in the Superior Court, shall be entitled to proceed on his declaration before the Superior Court; or he shall be entitled to renew his demand therein, in the ordinary manner; and the delay to plead to such demand shall be reckoned from the date of the bond so given, or from the return day of his action, if the same be renewed. Plaintiff may renew action in certain cases upon giving security.

XIV. Any Creditor shewing one of the causes of action mentioned in the first section of this Act, may require from the Prothonotary a Writ of Attachment against the property and estate of his debtor, upon an affidavit, as now required by law, for the issuing of a Writ of Attachment from the Superior Court; and the proceedings subsequent to the issuing of such writ shall be had according to the provisions of this Act. Creditor may cause a Writ of Attachment to issue in certain cases.

XV. Any attachment made under this Act shall be removed by the Defendants giving security, as provided for by the 12th section of this Act, or by a judgment of a Judge to that effect. Defendant may remove attachment by giving security.

XVI. All Writs of Attachment and all Writs of Execution issued upon proceedings had under this Act, shall be issued and executed in the same manner as Writs of Attachment and Execution issued from the Superior Court. Writs, &c. how to be issued and executed.