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**An Act to authorize the Creditors of Public Officers to attach by *Saisie Arrêt* after judgment, the Salaries and Emoluments of the said Officers.**

**W**HEREAS it is just and reasonable that the salaries and emoluments of Public Officers, Functionaries and Clerks paid out of the Public Moneys of the Province, should be liable to seizure after judgment for the payment of the duties of the said Public Officers, Functionaries, and Clerks; Therefore Her Majesty, &c., enacts as follows: Preamble.

I. From and after the date of the passing of this Act, any Creditor having obtained judgment in any of Her Majesty's Courts of Civil Jurisdiction in this Province, against any Public Officer, Functionary or Clerk in any of the Public Departments of this Province, or of the Legislature of this Province, whose salary or emoluments are paid out of the Public Moneys of this Province, shall be empowered to attach the salary or emoluments of such Public Officer, Functionary or Clerk, in the hands of the Receiver General of this Province, or of any other person charged with the payment of such salary or emoluments, in payment and satisfaction of the judgment obtained by the said Creditor against such Public Officer, Functionary or Clerk. Salaries of Public Officers to be seizable in satisfaction of judgments.

II. The attachment of such salary or emoluments shall only take place in cases in which the judgment obtained shall exceed in principal, interest and costs, the sum of ten pounds currency of this Province, and shall have been rendered for a debt contracted since the period at which such Officer, Functionary or Clerk shall have entered upon such office or employment. For what debts only such seizure shall be made.

III. In all such cases where the judgment obtained shall exceed in principal, interest, and costs, the said sum of ten pounds currency as aforesaid, it shall be lawful for the Creditor to seize the salary or emoluments of his debtor in the following proportions only, that is to say; when the salary or emoluments shall exceed seventy-five pounds, but shall not exceed one hundred and fifty pounds per annum, the creditor may seize to the amount of twenty per cent of every term or quarterly payment of the salary or emoluments of his debtor; when the salary or emoluments exceed one hundred and fifty pounds, but not two hundred and fifty pounds per annum, he may seize as aforesaid twenty-five per cent of each term or quarterly payment of salary or emoluments; when the salary exceeds two hundred and fifty pounds but does not exceed three hundred pounds, he may seize thirty per cent, in manner aforesaid; when the salary exceeds three hundred pounds but does not exceed four hundred pounds, he may seize thirty-five per cent, in manner aforesaid; when the salary exceeds four hundred pounds but does not exceed five hundred pounds he may seize forty per cent in manner aforesaid; when the salary exceeds five hundred, but does not exceed six hundred pounds, he may seize forty-five per cent in manner Such seizure to extend to a certain percentage only of the salary and emoluments of the debtor.

aforesaid ; when the salary exceeds six hundred pounds he may seize sixty per cent in manner aforesaid.

How the amount seized shall be applied.

IV. In all cases of writs of attachment or execution issued as aforesaid, the application of the sum seized shall be directed by the Court, and when there shall be several writs of attachment or execution against the same debtor, the Court shall apply the moneys seized to the attaching or execution creditors, in the manner prescribed by law in cases of attachments or executions after judgment. 5

Execution of attachment and proof thereof.

V. Every writ of attachment, execution, or other judicial proceeding in the cases hereinbefore referred to, shall be addressed to the Sheriff, Bailiff or Peace Officer, indicated by the creditor or his attorney *ad litem*, and may be executed and service thereof made in any part of the Province of Canada, either within or beyond the limits of the jurisdiction out of the Court out of which it may have issued as well against and upon *Tiers Saisis* as against or upon the defendant or defendants, and every certificate of such Sheriff, Bailiff or Peace Officer setting forth the service of such writ of attachment or other judicial proceeding, shall be sufficient proof thereof for all purposes whatsoever ; Provided always, that such certificate shall be sworn to by the Sheriff, Bailiff or Peace Officer, before a Judge of a Court of Record in this Province or a Commissioner for taking affidavits. 10 15 20

What shall be sufficient service.

VI. The service of any writ of attachment or notice of seizure under any execution issued in virtue of this Act, shall be made upon the said Receiver General or other persons charged with the payment as aforesaid, personally or at his office, or by leaving a copy with one of the Clerks or Functionaries in the said office, and with the Defendant or Defendants personally or at their domiciles respectively, by leaving a copy thereof with the Defendant or at his said domicile, and such service shall be deemed sufficient for all the purposes of this Act. 25

Appearance and declaration of the *Tiers Saisi*.

VII. On the day of the return of the writ of attachment or execution into the Court, the *Tiers Saisi*, shall appear in person before the Court, or shall within thirty days after the said return file or cause to be filed in the office of the Clerk of the said Court, his declaration signed by him and sealed with the official seal of his department ; and the said declaration shall state the sum due to the Defendant at the time of the service of the writ of attachment or notice of execution upon the said *Tiers Saisi*, as also any sum which shall subsequently thereto have become due to the Defendant, stating also the terms or periods of payment of the salary of the debtor ; and such declaration shall be deemed sufficient for all purposes whatsoever ; and the said *Tiers Saisi* shall pay to the attaching or execution creditor, such sum as the Court shall order him to pay as hereinbefore provided. 30 35 40

Duration of the Writ may be prolonged.

VIII. Upon the request of the attaching or execution creditor, the Court may prolong the duration of the said writ of attachment or execution for such period of time as the Court shall think proper, and the order or judgment of the Court with reference thereto shall be served upon the *Tiers Saisi* in the manner hereinbefore prescribed. 45

Interpretation.

IX. The interpretation Act shall apply to this Act.