



Execution Act 1844

1844 CHAPTER 96

XXIV If it appear to Commissioner that any Debts of the Petitioner were contracted by Fraud or Breach of Trust, &c. no Day to be named for making the Final Order for Protection ; but if otherwise, a Notice of such Day to be given.

Provided always, and be it enacted, That if on the Day for the first Examination of the Petitioner, or at any Adjournment thereof, it shall appear to the Commissioner that the Debts of the Petitioner, or any of them, were contracted by any manner of Fraud or Breach of Trust, or by any Prosecution whereby he had been convicted of any Offence, or without having at the Time a reasonable or probable Expectation of being able to pay such Debt or Debts, or that such Debts, or any of them, were contracted by reason of any Judgment in any Proceeding for Breach of the Revenue Laws, or in any Action for Breach of Promise of Marriage, Seduction, Criminal Conversation, Libel, Slander, Assault, Battery, malicious Arrest, malicious suing out a Fiat of Bankruptcy, or malicious Trespass, or that the Petitioner has parted with any of his Property since the presenting of his Petition, the Commissioner shall not be authorized in any such Case to name any Day for making such Final Order, or to renew such Interim Order; and in every such Case wherein any such Petitioner shall have been a Prisoner in Execution, and discharged out of Custody by Order of the Commissioner under the Provision herein in that Behalf contained, such Petitioner shall be remanded by an Order of the Commissioner to his former Custody ; but if none of the Matters aforesaid shall so appear, and the Commissioner shall be satisfied that the Petitioner has made a full Discovery of his Estate, Effects, Debts, and Credits, it shall then be lawful for the Commissioner to cause Notice to be given that on a certain Day, to be named therein, he will proceed to make such Final Order, unless Cause be shown to the contrary.