

for trial at that term, and if not in session, then such issues shall stand for trial at the next term, but no demurrer or plea in abatement shall be allowed, nor shall the same on any account be postponed; and if it shall appear from the finding of the court or jury upon the said issues, or any of them, that such receiver should not have been appointed, then he shall be discharged, and pending the decision upon such issue, said receiver shall remain in possession of the property of such individual, association or body corporate, but shall not dispose of the same until the determination of such issues, unless the court, under special circumstances, shall see proper to direct him so to do, in which case the proceeds thereof shall remain in his hands in lieu of said property, to abide the result of said issues.

1878, ch. 108.

147. The receiver shall give bond in such penalty as the court shall direct, with a surety to be approved by said court or the clerk thereof, and shall be held liable for every default, negligence or malfeasance in office of which he may be guilty.

Ibid.

148. He shall take charge of the personal estate, goods, chattels, property and effects of every description whatever, other than real estate, of such individual, association or corporation, and collect and make available the evidences of debt, and sell and dispose of, upon such terms as the court shall direct, the goods and chattels, and pay off and discharge the debts owing from such individual, association or corporation to the persons in their employ, and the furnishers of raw material, or to each a *pro rata* proportion of his claims; and there shall be no priority or preference allowed in the payments of such claims, and no attachment, execution, mortgage, bond, deed, bill of sale, or deed of trust, or other lien, except mechanics' liens, shall bind or operate as a lien upon said property or debts to the prejudice or disadvantage of the employees, or furnishers of raw material, as aforesaid; but the said claims, all and severally, shall be first fully paid and discharged, or as far as the same can be done, before any attachment, execution, mortgage, bond, deed, bill of sale, deed of trust, or other lien, except as hereinbefore specified, shall bind, hold, operate or take effect.