

shall agree to accept the offer and terms then proposed by the debtor, the agreement so made shall be binding upon all the other creditors, whether they afterwards ratify the said agreement or refuse so to do.

Deed to be drawn up in notarial form, and to be notified to creditors and binding

5. Immediately after the said agreement, or as soon thereafter as convenient, a deed shall be drawn up and executed in notarial form, giving effect to the arrangement so entered into, and thereupon the Notary chosen as aforesaid by the debtor, shall give notice in the manner above prescribed to each of the creditors who shall have refused to enter into such agreement or who shall not have attended the meeting, setting forth the nature of the arrangement come to between the said debtor and his creditors, and such arrangement may be pleaded by the debtor as a bar to any action or other legal proceeding instituted by any such creditor for the recovery of any claim or sum of money, beyond what may be due or payable to him under the said arrangements. 5 10 15

Provision as to privileged and hypothecary creditors

6. Privileged or hypothecary creditors and persons claiming to be paid by privilege, shall not count or be permitted to form part of the creditors whose consent shall be deemed necessary to the above arrangement, unless they shall have first abandoned the security held by them, and agreed to rank as chirographary creditors; and no creditor, so claiming to be paid by privilege or hypothec, whose claim shall be contested, and who shall refuse to abandon his security, shall be permitted to disturb the said arrangement after it shall be found that he has no privilege or hypothec, and that his consent might have been necessary to constitute the required majority; but on the contrary, he shall be bound by the same. 20 25

Persons acquiring debts may vote; proviso.

7. For all the purposes of this Act, any person acquiring the debt of any one or more creditors, shall be entitled to represent the creditor or creditors whose debts he may have so acquired: Provided always, that to enable him to vote in the name of the party so represented, he must show that such debt was only acquired by him subsequent to the first meeting of creditors held as above. 30

Creditors must attest their claims.

8. All creditors, previous to filing their claims, and before being admitted to vote at the meeting of the creditors to be so held, shall be bound to attest such claims before a Judge of the Superior Court, or a Commissioner for receiving affidavits to be used therein, or a Justice of the Peace; and no creditor refusing to attest his claim upon being required so to do, shall vote or be counted at the said meeting, but shall be bound by the arrangement which the majority aforesaid shall agree to, in the same manner as other creditors. 35 40

Debtor may petition the Court if the majority, but not three-fourths in value, consent.

9. If, at the meeting convened as mentioned in section third, the creditors to the amount of one-half or more in value, but not to the amount of three-fourths in value, agree to the arrangement proposed by the debtor, the debtor may apply by petition to the Superior Court in the district in which he resides, setting forth the facts aforesaid, and the circumstances of the case, accompanying such petition, by the original writing or document containing the offer of the debtor and the assent of the creditors who have accepted it, and by a list of all his creditors with the amount due to each, distinguishing those who have accepted his offer from those who have not accepted it; 45 50 and the Court may then in its discretion, order that by an advertisement published as provided in the fourth section, all the creditors of the debtor or such of them as have refused to accept his offer as aforesaid, be required to appear and file the objections which they or any of them may have to the debtors offer; and if the non- 55

Court after hearing may declare non-assenting debtors bound.