

proved, such person shall be entitled to prove against and rank upon the estate for such debt, to the same extent and with the same effect as the creditor might have done. But no claim for damages for personal wrongs shall be proved or shall rank upon the estate, unless such claim has been established by the judgment of a competent Court.

46. If any creditor claims upon a contract dependent upon a condition or contingency which does not happen previous to the declaration of the first dividend, a dividend shall be reserved upon the amount of such conditional or contingent claim until the condition or contingency is determined; but if it be made to appear to the Judge that the estate may thereby be kept open for an undue length of time, he may, unless an estimate of the value of such claim be agreed to between the claimant and the Trustee, with the authority of the creditors or of the Inspectors, order that the value of such contingent or conditional claim be established by such person or persons as the claimant and Trustee may appoint, and in case they do not agree, then by such person or persons as the Judge may name, and the persons so named shall make their award—which award the Judge, after hearing the claimant and Trustee, may reject or confirm. In case the award be rejected, other persons shall be appointed as herein provided to establish the value of such claim, subject to the control of the Judge; and if the award be confirmed, the amount herein mentioned shall be that for which the claimant shall rank upon the estate as for a debt payable absolutely.

47. When any property of the debtor consists of unmarketable shares in companies, of unprofitable executory contracts, or of any other property that is not saleable, or readily saleable, by reason of its binding the possessor thereof to the performance of an onerous act, or to the payment of a sum of money, the Trustee with the authority of the creditors, or of the Inspectors, or of the Judge, notwithstanding that he has endeavored to sell, or has taken possession of such property, or has exercised any act of ownership in relation thereto, may by writing under his hand disclaim such property; and thereupon, if a contract, it shall be held to have been determined from the date of the insolvency; and if shares, they shall be deemed to be forfeited from that date and if any other species of property then the same shall revert to the person entitled thereto, on the termination of the interest of the Trustee or of the debtor therein; but in no case shall any estate or interest therein remain in the debtor or in the Trustee. And any person having a right thereto may obtain an order from the Court or Judge ordering the Trustee to convey or deliver the same to him upon such conditions as shall be deemed just. And any person injured by such disclaimer or forfeiture