

IN RE SHINE ET AL.

District Court, D. Massachusetts. March 3, 1877.

BANKRUPTCY—COMPOSITION.

One creditor of a bankrupt, who was endeavoring to obtain a resolution of composition, wrote to another creditor, who had not signed, desiring him to help forward the composition as much as possible, by his signature and otherwise, and said: "I shall consider your doing so a personal favor, upon the strength of which you may depend upon my trade in future." *Held*, that it was improper to obtain the signature of a creditor in such a manner, and leave to record a resolution of composition containing such signature was refused.

[Cited in 15 Alb. Law J. 293, to the foregoing proposition. Nowhere reported; opinion not now accessible.]

[In the matter of Shine & Sons, bankrupts.]

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