

The result of this examination went to show that th

Assets of the insolvent were \$33,583 88.
And that his liabilities were 21,890 72

Leaving an apparent surplus of ... \$11,693 16

The creditors represented at this meeting were: Joseph MacKay & Co., by H. MacKay; Gault Bros. & Co., by A. F. Gault; John Douglass & Co., by John Douglass; Brown & Childs, by C. Brown; James J. Clark & Co., by J. E. Townsend; Smith, Cochrane & Co., by J. Cassils; James A. Young & Co., by J. A. Young; R. Dunn, Fish & Co., by J. J. Fish; Mullarky & McCready, by M. Mullarky; Crathern & Caverhill, by Mr. Learmont; Greene & Sons, by F. Castles.

A majority of them agreed to accept a composition at the rate of eighty-seven and a half cents per dollar, with undoubted security, and a deed of composition and discharge was accordingly procured on these terms, 11th Sept., 1869.

On the 22nd December, the insolvent applied to the Judge for a confirmation of the discharge effected by this deed, when opposition was made by Messrs. James P. Clark & Co., who were not assenting parties to it. During proceedings, overtures were made on behalf of the insolvents to the opposing creditors, to pay them in full if they would withdraw opposition to the discharge; which, of course, were not entertained. The opposing creditors were represented by Mr. Preston, who proceeded to examine the insolvent, in order to show that the discharge he prayed for should not be granted. This examination, and that of the witnesses produced, would occupy too much space to give at length; but the following evidence of two of the witnesses went to show that between the time of the assignment being made and the assignee entering into possession, a quantity of goods had been removed from the premises by the insolvent and conveyed to the house of his father-in-law, although the insolvent had sworn positively, on being examined, that he had neither removed nor did he know of the removal of any goods whatever.

James A. Montgomery, sworn.—I live at Edwardsburg at present; know M. T. Rogers, and was in his employ from February, 1867, until July last; I think that Mr. McCoy was in charge of the store for the assignee on the morning of the 16th July; McCoy took the key at night; the band excursion was on the 15th, and I was there; I don't recollect of seeing Mr. Fair in the store the day before the excursion; I slept in a room connected with the store, but not over it; the bedroom was in an extension back of the store building, and there was access to it both through the door and by the hall adjoining; Davy and I slept there on the night of the 14th July; don't recollect if James Baker was there; I recollect of carrying goods up to the closet of the tailor's shop on the night of the 14th July; some cloths, linens and cottons; there might have been beavers and broadcloths, but I cannot say particularly; I do not recollect of carrying up or seeing any plated ware; there were three dozen of plated forks in stock at that time; I don't think the forks were in the shop after that time; the door of the closet was fastened; at the cost price, the goods removed would probably be worth three or four hundred dollars; I saw some of these goods afterwards; it might be two days after; it might exceed three; Mr. Rogers wished to have them removed; Baker and I were in the bedroom, fixing up to go to bed, between nine and ten o'clock; Rogers came in and gave us to understand that he wanted the goods out of the closet; he went into the hall by the back way, and went into the closet, and I with him; I don't think Baker was with us; there was no one else there then; the closet door was locked, and we took out one of the crews of the catch and went into the closet, and carried some of the goods down stairs and laid them on a box in the wood-shed; Rogers carried them down from the

closet to the first stair, and I carried them to the wood-shed; we removed all the goods that were in the closet; Baker was in the yard, or some place, at this time; think some one told me there was a conveyance in the yard; Rogers gave me to understand that he wanted to take away the goods from the premises; Mr. Rogers, when all the goods were carried down, went up with me to the bedroom and put on his boots, which he had taken off; my boots were off also; I do not know any reason for having our boots off, unless that it was for the purpose of making no noise; I think the goods were being removed from the wood-shed as I brought them down; George Herring was there; he came into the bedroom when Mr. Rogers came in; I do not recollect seeing Herring remove any of the goods; I know Rogers had a sewing machine; it was a large machine; it was in the tailor's shop on the night when the goods were removed; I did not see it there after that time; Mr. Rogers and I removed it; we carried it down, and set it in either the wood-shed or the back yard; I do not know where it went to; I told Rogers that Mr. Preston was enquiring about the machine, and he told me not to be any ways alarmed; I think I did not see any one remove it from the back yard; there is access to the yard from a lane leading from East street; we had no lights.

James Baker, sworn.—I live in Napanee; I know M. T. Rogers; was in his employ from 4th November, 1868, till July last; recollect seeing Mr. Fair in the store, and Mr. McCoy; McCoy kept the keys and had charge of the store; slept in bedroom adjoining the store when Davy was not there; Davy, Montgomery, and I all slept there on the night of the 14th July; I recollect of goods being removed from the store on the night before the band excursion; Davy, Montgomery, and I took them to the closet off the tailor's shop; I have no idea of how long it took us to carry them; the door was locked; I think three or four nights after I saw the goods again; Montgomery and I were in the bedroom, going to bed, and Rogers and George Herring came in; I understood they wanted the goods down from the closet; George Herring and I were directed to go after the horses; we went up to John Herring's barn and hitched up the horse to a light waggon, and drove down to the store by the lane from East street; I held the horses, and Herring carried the goods from the wood-shed to the waggon; we took the goods to John Herring's house; Geo. Herring put the goods in at the window; some one received them from him, but it was dark, and I could not see who it was; there were either two or three loads; Rogers carried some of the goods to the waggon; it would be near ten o'clock at night; I recollect seeing a large sewing machine; it was in the tailor's shop on the night we took the goods up; it was put in the waggon by Rogers and George Herring, with the last of the other goods; I did not go with the last load; I saw it leave the yard.

Memo.—Rogers sold the sewing machine above referred to, soon after for \$45, and got the money for it.

There were statements in insolvent's book of what he called his "present worth" on the first of January in each year, from 1864 to 1868, in which last named year he put the figures at \$38,300. These, and other statements, he took great pains to keep out of the creditors' hands. They were torn out of the ledger, and put away out of reach, so he thought. He said, however, he did not consider these statements reliable. He merely put down the figures to see how they would look. His books generally were no record of his business.

The judge refused the application, and annulled the deed of composition and discharge.

Upon this the insolvent's father filed a claim upon the estate for a sum of \$15,000, for moneys advanced many years previously, and this the creditors contested. But while the contestation was being proceeded with, the insolvent made a

new appeal to the creditors, and obtained from a sufficiently large majority of them a second deed of composition and discharge, on his father's claim being withdrawn, and on payment of eighty-seven and one half cents per dollar, and all the costs and expenses of the proceedings in insolvency, and on application to the judge, a few days ago, for a continuation of the discharge effected by this second deed, no opposition being offered, it was granted.

Fortunately for the creditors, the fraud which this insolvent seemed desirous of perpetrating upon them was not permitted to be carried out. Had they all acted firmly when the fraudulent intention was first exposed, and insisted on payment in full, there was every probability of their getting it. As it is, however, it has cost the insolvent nearly a dollar and a half for every dollar of his indebtedness; thus teaching, in a practical way, a lesson which, it is to be hoped, may prove not only beneficial to him for the future, but also a warning to others who may feel tempted to pursue a like course; and he may thank the leniency and forbearance of his creditors that the full force of the severe punishment, to which he had exposed himself by his misconduct, was not suffered to descend upon him.

Insurance.

FIRE RECORD.—Newmarket, Oct. 29.—A fire broke out at 5 o'clock in the morning in the building occupied by Robert Simpson; total loss; goods, \$40,000; insured in Commercial Union for \$8,000. The building of J. W. Caldwell was insured for \$2,500 in the Home Ins. Co. Sargeant, Garner & Morse, slight damage to stock; no insurance. Building of J. W. Caldwell damaged \$350; insured for \$2,500. Harrison, Sheppard & Co., stock damaged \$1,500; insured for \$9,000 in British America, Western, and Provincial for equal amounts. Jas. Millard, building damaged \$350; insured in Commercial Union for \$1,250. D. Sutherland, stock damaged \$750; insured in Home for \$5,000. J. Millard, building damaged \$150; insured for \$1,250 in the Commercial Union.

Kincardine, Oct. 29.—A fire broke out last night, in rear of the buildings occupied by J. Lang- editor of the *Advertiser*, as a printing office, and residence, and Mr. Crozier as a saddle and harness shop, which were totally consumed. Only a small portion of the stock and furniture was saved; also the large frame building adjoining, owned by Messrs. Copp, of Hamilton. Total loss about \$7,000. Insured in the Gore and Beaver Companies for about \$3,000. Cause of fire unknown.

Niagara, Oct. 25.—The livery stables and dwelling of Wm. Donnelly, were totally destroyed by fire, five horses, several carriages as well as all the household goods were also burnt, in fact only a few articles of clothing were saved. Insurance \$1,800, which will probably cover the loss. Cause incendiary. Mr. Donnelly was absent.

Stratford, Oct. 23.—The dwelling of Ross Kelley, was, with entire contents, accidentally destroyed by fire. Insured in the Clinton Mutual.

Hamburg, Oct. 29.—A fire broke out in the stable of John Wilson. The flames spread rapidly, and soon consumed the hotel occupied by Samuel Seingg, and owned by J. Jackson; the total loss is about \$3,000; insurance \$2,500.

Wallaceburg, Oct. 26.—D. Johnson's store, was totally destroyed by fire with the entire stock. The fire originated from a chimney in the adjoining part of the building, occupied by the Rev. Wm. Cross, family barely escaped, lost all their clothing and furniture. Loss, over \$2,000; no insurance.

Paris Station, Oct. 22.—The coal oil refinery of Jas. Irvin, was destroyed; loss \$1,600; no insurance.

Clearville, Oct. 19.—The barn of Lewis Bailey was destroyed by fire, with contents; cause believed to be incendiary.