

The Leading Wholesale Trade of Toronto.

NEW PREMISES.

No. 3 FRONT STREET WEST,  
THE NEW IRON BLOCK.**DOBBIE and CARRIE**

ARE OPENING OUT

LARGE SHIPMENTS

or

NEW GOODS DAILY.

NOTICE.

THE undersigned beg to notify the Trade that they have been appointed Agents for the City of Toronto, and points East, for the sale of Messrs. DOW & CO.'S Celebrated Ales and Porter. All orders will receive prompt attention.

**Cramp, Torrances and Co.**

FOR SALE, in store and to arrive:—

**TEAS,**  
**COFFEES,**  
**SUGARS,**

and

**NEW CROP (1870) FRUITS.**

**TEAS.**—Hyson, Young Hyson, Gunpowder, Imperial, Natural Leaf Japan, Oolong, Souchong, and Congou.

**COFFEES.**—Old Government Java, Maracabo, Laguayra and Rio.

**SUGARS.**—Tierces and barrels Scotch Refined, Barrels Bright Porto Rico.

Also, now landing, 25 cases German cigars.

**CRAMP, TORRANCES & CO.,**

10, Wellington Street East.

The Leading Wholesale Trade in Toronto.

**OGILVY & CO.,**

will show a large lot of

**FALL DRY GOODS**

On the 25th of August.

THEIR STOCK WILL BE COMPLETE

during the

First Week of September.

LIBERAL TERMS AND CLOSE PRICES.

Corner Wellington &amp; Jordan Sts.,

TORONTO.

12th August, 1871.

1871.] **R. H. GRAY & CO.,** [1871.

43, YONGE STREET, TORONTO,

Will show this Season the contents of 150 packages of Spring Goods, embracing:—

1,000 dozen Scarfs and Bows.

1,800 " Hose and Half Hose.

1,100 " Gloves in variety.

600 " Braces. "

600 " Shirts. "

625 " Linen Collars.

20 different kinds, Paper Collars.

1,600 dozen Hair Nets.

And a complete Stock of HAIRDASHERY and SMALL WARES.

small traders in the vicinity. This case belongs to a class against which it seems almost impossible to provide any remedy.

A Milder form of the above complaint has been exhibited by Mr. Richard Smithers, of the Town of Dunnville in the adjoining County, who is the proprietor of a boot and shoe store there. In this instance, Mr. Smithers is willing to pay one-half of what he owes—between \$4,000 and \$5,000—a degree of liberality which we fear is not appreciated by his creditors especially as he has profitably outside employment during the summer season when his business is managed by the other members of the family. He has contrived to lose something over \$1,000, which seems somewhat inexplicable under these circumstances. So long as creditors are willing to grant these compromises, there will always be designing men who are willing to take advantage of such unwise leniency.

**TEN SHILLINGS IN THE POUND.**

A man becomes insolvent and is made a bankrupt: he pays his creditors ten shillings instead of twenty, and obtains his certificate. The law therefore, discharges him from the obligation to pay more. The bankrupt engages in business and acquires property. Being then able to pay the remainder of his debts, does the legal discharge exempt him from the obligation to pay them? No: and for this reason, that the legal discharge is not a moral discharge; that as the duty to pay at all was not duty founded primarily on the law, the law cannot warrant him in withholding a part.

It is, however, said that the creditors have re-

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**THOMAS WALLS and Co.,**

7 Front Street,

(The New Iron Block,)

TORONTO.

ARE prepared to show the contents of 400 packages of well assorted

**DRY GOODS.**

Terms liberal to close buyers.

**YARMOUTH BLOATERS.**

500 CASES just received, direct from the Seaboard Also on hand:—

1,000 boxes Digby Herrings.

500 half-barrels Lake Superior Trout—Fall catch.

100 barrels Split Canoe Herrings.

100 quintals Prime Table Codfish.

100 bags Messina liberts.

50 cases Pearl Sago.

50 bags Pimento.

25 bales Cloves.

5 cases choice Nutmegs.

25 barrels Day and Martin's Japan Blacking, in Pints and Quarts.

12 cases Taylor's Maravilla Cocoa.

10 " " Soluble "

15 " " Homeopathic Cocoa.

10 " " Soluble Chocolate.

12 " " Epps' Homeopathic Cocoa.

For sale by

**THOMAS GRIFFITH & CO.,**

37 &amp; 39 Front Street, Toronto.

linquished their right to the remainder by signing the certificate. But why did they except half their demands instead of the whole? Because they were obliged to do it: they could get no more. As to granting the certificate, they do it because to withhold it would be only an act of gratuitous unkindness. It would be preposterous to say that creditors relinquish their claims voluntarily; for no one would give up his claim to twenty shillings on the receipt of ten, if he could get the other ten by refusing. It might as reasonably be said that a man parts with a limb voluntarily, because, having incurably lacerated it, he submits to an amputation. It is to be remembered, too, that the necessary relinquishment of half of the demand is occasioned by the debtor himself; and it seems very manifest that when a man, by his own act, deprives another of his property, he cannot allege the consequences of that act as a justification of withholding it after restoration is in his power.

The mode in which an insolvent man obtains a discharge does not appear to affect his subsequent duties. Compositions, and bankruptcies, and discharges by an insolvent act are in this respect alike. The acceptance of a part, instead of the whole, is not voluntary in either case; and neither case exempts the debtor from the obligation to pay in full, if he can.

If it should be urged that when a person intrusts property to another, he knowingly undertakes the risk of that other's insolvency, and that, if the contingent loss happens, he has no claims to justice on the other, the answer is this; that whatever may be thought of these claims, they are not the grounds upon which the debtor is obliged to pay. The debtor always engages to pay, and the engagement is enforced by morality; the engagement, therefore, is binding, whatever risk another man may incur by relying upon it. The causes which have occasioned a person's insolvency, although they greatly affect his character, do not affect his obligations: the duty to repay when he has the power, is the same whether the insolvency were occasioned by his fault or his misfortune. In

long been a mere pretence and will never be anything else until sober and respectable accountants are secured to do the work. The class of men hitherto employed for this important duty might, of itself, cast discredit on any corporation. It is evident that there has been pitiable incapacity, or the most gross neglect in handling the city revenue; and were the transactions of a series of years to be exhumed, it is not improbable that discoveries might be made which would well repay the labor of research. More light is badly wanted, and now that the Council have an inking of the way that affairs have been mismanaged they should probe the matter to the bottom.

JACOB BROKFIELD of the town of Welland who has for some time carried on an extensive grocery and liquor business there, appears lately to have been devoting his best energies to circumvent his numerous and unsuspecting creditors, with what success those interested in his affairs are about to realize. Having nearly exhausted the confidence of his creditors he found it convenient to visit the United States last week, where he most likely intends to remain. An examination into his affairs has revealed the fact that he has been quietly and systematically disposing of goods in such a manner as to leave no doubt of fraudulent intentions on his part towards his creditors. He is said to have sold quantities of goods at such prices as must have convinced some of the purchasers that all was not right; and we regret to have to state that certain parties in their eagerness to obtain bargains have acted in a manner which lays them open to the suspicion of winking at a glaring piece of rascality. The matter is made still worse by the fact that some of these persons are