

outstanding account, and sometimes to be able to judge of the size of a claim to be presented, and to judge of the probability of collecting it.—Of the latter class was a claim recently presented for smoke damage to a general stock, the amount claimed being one thousand dollars on a stock of about four thousand dollars owned by a "Son of the Mist," whom we will name, for the purposes of this narrative, Mr. Orkney.

"Well, Mr. Orkney," said the adjuster, "I will be glad if you will show me the stock which was damaged by smoke about a fortnight ago."—"An' sure its before yer eyes, sor."—"I don't exactly understand. Do you mean that there is only this one chest of tea damaged?"—"One chist of tay! Sure an' its iverry bit av my shtock is ruined entirely, sor."—"What! Your crockery and your groceries and your liquors, and your provisions, all damaged?"—"Iverry bit and sup ov 'em entirely ruined."—"Well, now, that's too bad; but suppose we look the stock over together, and see what it looks like."—"You may look and be—if ye doubt my worrud av honner."—"Come, we surely have a right to know what we are doing, as you cannot expect me to recommend the payment of your claim, unless I know something about it of my own self."—"Oh, yeesw as ready enough to take my money, but now, when I've had a loss yez wants to speer this and poke into that, and ask the other, but divil a bit will I stand yer nonsense. Just tell me, does yez mean to pay me or not, that's all there is about it."—"If you have had a loss we certainly mean to pay what is right, neither more nor less, and to find what is right is what I'm here for."—"Oh yes, that's mighty foine; here yez hev paid everybody but me just what they axed, and now yez is botherin me when yez hev no call for it."—"I can assure you that everybody's claim has been carefully gone into, and that we have done our best to allow every one what was right, neither more nor less."—"Divil a bit more I belave yez. And is yer company dead gone ruined that yez are trying to run down my claim?"—"I'm not trying to run down your claim, I only want to see for myself if it is right."—"If its right!!! and did ye suspect me ov tryin to chate the Company?"—"It's not my business either to believe or to suspect, it's my business to find out the facts."—"Well then just find 'em out."—"All right, sir, if you will come along with me we will examine your stock together and see what is hurt."—"Divil a fut will I stor wid yez."—"Very well, then, I shall serve you with a notice requiring you to appoint some

one to act for you in appraising the damage, as, if there is any, we want to know what it is and have it settled."—"Ye may do just as ye—plaze."—"I am very desirous of closing up whatever claims there may be here. I think yours is nearly the last. I really cannot see any sign of damage to this stock, but, if there is any, why we want to know what it is, so you had best ask your legal adviser about the appraiser, and I will see you again in the morning. Good evening."

On the next morning the adjuster went back to Mr. Orkney and found the lawyer with him, so, as the lawyer was, as usual, a sensible man, he advised Mr. Orkney to appoint an appraiser without more ado. When the agreement appointing the appraisers was signed it was agreed that the appraisers should examine and test the whole of the stock, without any interference on the part of either the adjuster or the claimant, and when they were through they should make their report and award. The following is a true copy of the report and award as presented:—

Worncaul, Nov. 27th, 1883.

We, the undersigned, having been duly appointed appraisers of the loss and damage to the stock of Septimus Orkney of Worncaul, by the fire of the twelfth instant, do hereby certify and declare that we have carefully examined and tested the whole of the said stock, and have carefully enquired into the circumstances of the said fire, in order that we might make a true statement of the same. We have now to report that a fire took place in an ash barrel at Mr. Orkney's house, about three blocks away from his store, and that some boys, whose names are unknown to us, yelled Fire! Fire!! Fire!!! into Mr. Orkney's store, whereupon Mr. Orkney fell over a stool and knocked three bottles of whisky off one of the shelves of the store, but he immediately got on his feet again and rushed out of the door, and when he learnt that the fire was at his house he ran down there without locking his store door, upon which the boys aforementioned helped themselves to some biscuits and some candies, and then ran away. When Mr. Orkney came back again he found that the Glenlivet whisky, which was knocked off the shelf, had damaged some tea in one of the chests, but an old lady, a friend of his, thought it would be none the worse, and so gave him full price for it. After the boys had runaway some of the neighbors and customers came into the store, and Mr. Orkney, feeling dry after his run, treated himself and them like a gentleman, as he is. We find a bad smell of smoke on the outside

of one chest of tea which comes from laying some fish upon it, and, if the inside is as bad as the outside, it must be ruined. We find a perceptible smell of smoke about some bacon, but it is just possible that that may be natural, as Mr. Orkney fed his hogs on some grain which was damaged by the burning of an elevator last summer. We find a very decided smell of smoke about a coat belonging to Mr. Orkney, but we found an old clay pipe in one of the pockets, so are not sure that the smoke came from the fire. We disremember just now, but we think there was a taste of smoke in the whisky in one of the barrels, but we cannot tell just now which one it was, as we kind of lost track. We now conclude by saying that Mr. Orkney is a gentleman and a scholar, and his feelings have been very much hurt; his shins are black and blue to this day, and we award him the sum of twenty dollars, and he stands treat.

JOHN JOHNSON, } Appraisers.
RODERICK WEIR, }

A POINT UNDER THE ABSCONDING DEBTORS' ACT.

The circumstances surrounding the failure of Williamson & Co., dealers in dry goods and millinery, at Brantford, Ayr and Palmerston, Ontario, are likely to evoke some discussion under the Provincial Act for dealing with the estates of absconding debtors.

It is to the effect whether a prior execution creditor is obliged to come in and receive ratably on account of his execution with the other creditors when a writ of attachment is received by the sheriff before he realizes upon the goods in the hands of the debtor or belonging to his estate. To make it more clear let us state the circumstances: Leitch puts in an execution for \$20,000; this would sweep everything, but before the sheriff has realized under the execution a firm in Toronto takes out an attachment under the Absconding Debtors' Act. Williamson, the sole partner, having left the country—it is clear that a subsequent execution could not take priority of the writ of attachment, although no judgment had been obtained under the said writ, and a subsequent claimant making execution would only be entitled to rank equally with the attaching creditors for the amount of his judgment when he had obtained it. The attaching creditor has only a writ of attachment in the sheriff's hands; he has obtained no judgment, no execution; he may never get judgment, and may, consequently, never have execution, because the absconding debtor