

move to still more commodious quarters. The total addition to the premises of Messrs. H. Shorey & Co., pending the latter improvements, is nearly 20,000 square feet, making in all one of the largest wholesale clothing establishments on the continent. The number of hands employed is between 3,000 and 4,000, a portion of these being engaged in the many small factories of the firm in the neighboring towns and villages, and even as far as the city of Quebec, where much of the work is done, thus combining the advantages of cheap labor with the skill of first-class cutters and labor-saving machinery. Messrs. H. Shorey & Co. own and operate the only sponging machine in the Dominion, and have the sole right to use the same. The designers of the firm have recently returned from a trip through Europe and the United States, undertaken for the purpose of studying and inspecting new styles and fashions. A feature in the business of this firm is a Printed Guarantee of workmanship, given with every coat. Many of the goods are cut by machinery. Among the curiosities of the trade are overcoats for the North-West, some ingeniously-lined with rubber, others with soft buckskin and all trimmed with fur, constituting an article impervious to blizzards and other winter weather in the Prairie Province and territories.

"SALVAGE."—It was the intention of the writer of this series of articles that they should be published in pamphlet form for distribution as semi-official instructions to fire insurance agents; perhaps some of the managers of the Fire Insurance Companies might desire to make additions and amendments before this is done, if so we shall be pleased to hear from them on the subject. That some such form of instruction is necessary is quite evident from a recent occurrence where a stock was slightly damaged by smoke and water. As two companies were interested, the assured went to the two agents; by one he was instructed to go on with his ordinary business, by the other he was told to close his store and not touch anything until the Inspector came along.

The United States post-office department has of late been rendering good service to the public by confiscating all letters and circulars addressed to swindling concerns in various cities throughout the country. The names of the swindling firms are also posted up in the principal post offices. There are a few swindling advertising agencies which for the interests of the public should be treated in a similar manner. One of the most notorious of these is an individual styling himself "Hermon Conant & Co.," doing business at No. 5 Dey street, New York. His methods are known to many newspapers, for according to his own admission he has done business with over 3,000 of them, and he has never been known to pay a single one. He has printed references, which include some of the leading religious papers of the United States. We confess to the weakness of having been swindled by "Hermon Conant & Co.," and hereby figuratively immolate ourselves for the general good. We would advise our brethren of the press to give the swindler a wide berth and a short notice.

THE DIFFICULTY which has existed for some time concerning the proprietorship of the *Guelph Herald* appears to be adjusted at last. Mr. Smallpeice, who conducted the paper for some years past, has abandoned the affair and taken a position on the staff of the *JOURNAL OF COMMERCE* where he has wider scope for his talents and ability, and is still able to maintain business relations with his many friends in Guelph and throughout the West. Considerable feeling appears to have been evoked by the suit in Chancery—"Much ado about nothing"—if one may judge by a bitter attack upon Mr. Smallpeice in a recent number of the *Herald*, intended probably as a salve for wounded honor.

THE TRUSTEE in the case of Jno. A. Wilcox of St. George, Ontario, recently noted, sends the following memo to the creditors:—"The last note given by the purchaser of the stock, Mr. J. Grant McKay, amounting to \$944.00, was payable at the Mahon Banking Co.'s Office in London, on the 19th ult. This note, which was endorsed by Mr. G. P. McKay and A. Duncan & Co., through whom it was discounted, was protested by the Merchants Bank, who were the holders, for non-payment. Mr. McKay's solicitors write in reference to the matter: "Mr. J. G. McKay desires us to write you the circumstances connected with the protest of his note due on the 19th inst. He had provided the funds at the Mahon Banking Co. to meet the note. The note was presented there by the Merchants Bank on the 19th, and was marked good, and a certificate given on the note by the Mahon Banking Co. for payment. This certificate was a direction for the Bank of Montreal to pay the amount. The note and certificate were not presented by the Merchants Bank to the Bank of Montreal till the following day, and on that day, the 20th, the Bank of Montreal stopped payment of the Mahon Banking Co.'s certificates, and the latter closed its doors and is insolvent. Had the Merchants Bank demanded the cash instead of taking the certificate they would have got it. As it is Mr. McKay claims that neither he, or his brother, or you, are liable to the Bank, and therefore notifies you of the facts that you may not pay the Bank unwittingly." The Merchants Bank now seek to recover the amount from Messrs. A. Duncan & Co., representing the Trustee; they, however, from the foregoing facts, and by the advice of their solicitor, deny the liability. Pending a settlement I deem it prudent to delay paying the dividend. Should, however, the matter not be placed in a satisfactory shape in a few days I shall make an interim dividend from the funds now in my hands of say 20 cents on the dollar, but I trust to be able to pay the full amount as advertised, and so close the matter."

Correspondence.

A HINT ON INSOLVENCY LEGISLATION. To the Editor of the JOURNAL OF COMMERCE.

SIR,—I fancy no person who has had anything to do with the winding up of insolvent estates is inclined to dispute the great necessity that exists for some measure providing for the equitable distribution of the assets of such estates among creditors. But the great objections are:—1st, the facility with which the insolvent obtains his discharge; and, 2nd, the great expense attending the winding up of an estate once in the hands of an assignee. Might I briefly indicate certain heads which expanded into a Statute might have the effect of avoiding these evils, to some extent at least. I will content myself with briefly sketching my views as to insolvency procedure without, in this communication, entering into argument in their favor:

1. Utilize the present judiciary.
 2. Allow no voluntary assignment.
 3. If collusion should be suspected by the judge, allow the county attorney or some other legal official to intervene.
 4. If any creditor, holding an overdue claim, desire to place his debtor in insolvency, he should serve a short date notice, stating briefly the grounds on which he relies.
 5. If the debtor desires to contest the proceedings let him serve a brief notice, concisely setting forth his reasons for opposing the application.
 6. If this contesting notice be not served, or being served the debtor does not appear, then the judge may either order that the estate be placed in the hands of the assignee, or that the application be dismissed, or call upon the county attorney, or other legal official, to intervene.
 7. But one assignee to be appointed for each judicial district or county.
 8. A speedy sale, realization and distribution of the assets.
 9. The assignee to furnish a report of the insolvent's books, state of business and manner of conducting the same, and such other information as business experience might suggest.
 10. If this report show reckless trading, false entries, non-keeping of cash or other ordinary books, suppression of entries, fraud or other good ground for refusing a discharge, then the judge to allow no discharge, whether consented to or not, and whether opposed or not, unless the estate pays 100 cents in the \$1. The books necessary to be kept, or grounds for refusing a discharge, should be clearly stated in any Act which might be framed.
- I of course do not pretend that these suggestions embody anything like a complete scheme for the distribution of insolvent estates. But they are the result of a good deal of thought and some experience in insolvency matters, coupled with, I may be permitted to say, a fair knowledge of the Statutes and laws now or formerly in force in most countries under the rule of English law. It may be that you will not find this communication not unworthy of a place in your Journal, and that some of your readers may find therein a hint or two that may be of use in finding a solution to what is at best a very difficult problem.

Yours, etc.,

EDWARD FURLONG.

Hamilton, 17th March, 1883.

FIRE RECORD—INSURANCE.

ONTARIO.

Kincardine, Feb. 15.—A frame house owned by R. Baird and occupied by Mitchell Bros., grocers, and the adjoining building, owned by Mrs. R. Robertson, occupied by A. Wilde, confectioner, completely destroyed. Mitchell Bros. insured in the following companies:—Royal, \$800; Lancashire, \$400; Canada Fire and Marine, \$400. Wilde is insured in London Mutual for \$900. Kingston, Feb. 17.—G. Robinson's carriage shop damaged to the extent of \$1,000; covered by insurance.—Guelph, Feb. 21.—A large frame building used as engine shed destroyed with one engine. Loss \$800; insurance not known. Toronto, Feb. 21.—The Railway Supply Company's storehouse destroyed. Loss, \$1,500; lightly insured. Hamilton, Feb. 24.—Campbell's Pottery burnt. Loss \$800; covered by insurance. Feb. 28.—The Ontario Cotton Mills, machinery and stock damaged to the extent of \$15,000; covered by insurance. Ottawa, March 4.—The toll house on Richmond Road, occupied by Mr. Orange, destroyed. Loss not known. Sydenham, 6.—J. Wood's shingle factory and planing mill destroyed. Loss considerable; insurance \$1,000. Hamilton, March 6.—The station house and freight shed on the Great Western Railway with freight car burnt. Loss not known. Pembroke, March 7.—A cooper shop on Lake street caught on fire and spread to the adjoining houses, destroying ten buildings and outhouses.