

## NEW INSOLVENCY ACT.

THERE has been introduced into the Canadian Senate a National Insolvency Bill, and as it is introduced by a cabinet minister and announced as a Government measure, its passage is an assured event. When this bill becomes law—and it will in about a month—the Thompson Government will have passed one of the greatest acts for the mercantile community which has been placed on the statute books for ten years. It will give an impetus to trade which can only be detrimental by being of too great a degree. Undue expansion of credit is the only thing to be feared.

Under the proposed Bill the trader can be forced to assign by any debtor with claim of \$250 or more, while any other class may assign voluntarily, but cannot be compelled.

A trader can be forced to assign if unable to pay his debts in full. If he makes any general conveyance or assignment of his property for the benefit of his creditors, or if being unable to meet his liabilities in full he makes any sale or conveyance of the whole of the main part of his stock in trade or assets, without the consent of the creditors or without satisfying their claims. Or if he permits any execution issued against him to remain unsatisfied till within four days of the time fixed by the sheriff or seizing officer for the sale thereof, or to remain unsatisfied for 15 days after such seizure. Or, if with intent to defeat, defraud or delay his creditors he allows his chattels, stock in trade, assets, land or property, or any portion thereof to be seized, levied on or taken under any process of execution.

The next clause of importance is 16, which reads: On the making of a receiving order no creditor shall hereafter have any remedy against the estate of the insolvent in respect of any debt, and no action shall be begun or instituted, nor shall any actions then pending against the insolvent be continued except with the leave of the court in which the same are instituted or pending. But except in this act otherwise provided nothing herein shall be construed to prevent a creditor having security for his debt or any part thereof from realizing on or otherwise dealing with such security or any part thereof in the same manner and to the same extent as if the receiving order had not been made.

Clause 17 provides that the Governor-in-council may appoint such persons as he thinks fit to be official receivers under this act for several districts, and may remove any person so appointed.

Clause 19 provides that the receiving order shall vest in the official receiver all the estate of the insolvent to be held by him until the liquidators are appointed, after which the liquidators hold the estate in trust for the benefit of the insolvent and his

creditors. (This prevents an assignee from gaining and keeping control of the estate to the detriment of other creditors.)

The official receiver must call a meeting of the creditors within 20 days from the date of insolvency. Creditors may appoint from one to five inspectors to superintend the work of the liquidator.

Compromises can be made, but a section provides that the deed of composition and discharge must be confirmed by the court before going into effect. It also provides for the hearing of objections thereto on the part of creditors.

At the expiration of a year from the date of insolvency the insolvent may give notice of his intention to apply to the court for a discharge without consent of his creditors, and the court may, in case the discharge is not opposed, on proof being made to its satisfaction that all the notices and formalities required by the act have been complied with, make an order for the discharge of the insolvent. Creditors can oppose this, and discharges obtained by fraud are void.

Present insolvents—since repeal of Insolvent Act of 1875—can obtain discharge, and many a man trading under his wife's name will gain his freedom.

## THE J. E. BRYANT CO.

IN the early part of 1889 with a nominal capital of \$50,000 and a paid up capital of \$17,000, the J. E. Bryant Co. was formed. In Sept. 1893, it bought Brough & Caswell's job printing plant for \$22,000. Buntin, Reid & Co. soon afterwards took two chattel mortgages for \$8,000 each, and afterwards received some more of the company's paper by Brough & Caswell's failure. Other claims were pressing, and the company assigned or went into liquidation. The assets were offered for sale but no bids were received. A second sale was made, and tenders were to have been received up to Tuesday, March 27th. The assets offered were:

No. 1. Printing department, machinery, plant and stock	\$24,039 52
No. 2. Binding department, machinery, plant and stock	4,922 03
No. 3. Book department, "stock"	1,550 12
Publishing department, cost of publications, advertising accounts, subscriptions, etc., connected with	
No. 4. The Live Stock Journal	14,827 76
No. 5. Canadian Practitioner	3,921 00
No. 6. Public School Agriculture	2,204 30
No. 7. Canada Law Journal	641 43
No. 8. Evangelical Churchman	2,411 13
No. 9. Interest in Goodwin Publishing Co. stock \$2,500, 15 per cent. paid	1,050 00
No. 10. Office Furniture and Fittings	730 00
	\$56,487 29

Mr. Clarkson, the assignee, informs us that the printing plant and the publications, as above, have been sold to A. H. Campbell, president British and Canadian Loan and Investment Co., who is supposed to be acting in the interests of the Evangelical Churchman. The price paid is \$8,138, and Mr. Campbell assumes the liens and chattel

mortgages, as follows: Van Allens & Boughton, \$2,875; W. J. Gage & Co., \$4,000; Campbell Printing Press Co., \$788.04; Miller & Richard, \$964.05; Buntin, Reid & Co., \$14,250.

The contributories are still liable for \$8,000, which, with the \$8,138 realized from the sale, will pay the general creditors some forty odd cents on the dollar. The Bank of Hamilton holds a claim for \$7,075, well secured, and the preferred claims amount to \$2,637.18. The W. J. Gage Co. holds \$3,632.34 in notes received from Brough & Caswell, and Buntin, Reid & Co. have a running account for \$3,128.01; both of these will receive about 40 per cent. on their claims. The other claims aggregate some \$6,000.

## INDIA RUBBER BALLS.

LAST December a rise in the price of india rubber balls caught the jobbers of these goods in Toronto, but, fortunately, not so very badly, as each one had orders placed to be shipped in November—with, perhaps, one exception. But even this exceptional firm got a shipment at the old price, and were saved.

Then these jobbers went to work and formed a combine to control the Canadian trade and sell the goods purchased at old prices at the new and advanced prices. This would net them double profit if it were successfully carried out.

But the retailer is a patient man. He scented the danger, and, as a rule, he held his order and watched. Careful watching developed some vulnerable points, and some dealers managed to get balls at old prices, much to the chagrin of the jobbers who stuck to the combination price. There is a leak somewhere, but nobody is, seemingly, able to locate it. The leak may possibly be more general than is supposed.

An English paper, speaking of the matter in that country, says: "The course of 'corners' nowadays, like that of true love, does not always run as smoothly as might be wished by the interested ones. It will be remembered that last year the ball manufacturers met in solemn conclave, and decided that the price of india rubber balls should be advanced about 50 per cent.; which resolution came into force last December. But, as usual, there was a leak in this ship, for the said conclave did not number all ball manufacturers in its ranks. So it came to pass that while this arbitrary proceeding in regard to children's playthings was being formulated, Mr. Gottschalk—who does not believe in corners—had made arrangements on a large scale for this season's balls at the old figures; and while resolutions were being formed not to sell below so-and-so, he 'came up with his little lot,' and planted them all over the country. The 'corner' is now waiting for orders at the advanced price."