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AN INTERESTING JUDGMENT.

THE Retail dry goods trade has many ills to contend against and one of the worst is the intense dislike of some of their customers to pay their just and lawful debts. To crush out this evil was one of the strong points that we brought forward in urging the formation of Retail Associations. In Kingston they have a practical and effective way of bringing recalcitrant debtors to their senses. After using all ordinary means to recover a debt they place the account in the hands of a collecting agency. The agency notifies the debtor, and if the amount is not forthcoming within a reasonable time the account is publicly advertised for sale to the highest bidder, the name of the delinquent debtor and the amount being given. The legality of this step has been tested in court and upheld. Recently, a John Green and his wife, of Kingston, entered an action against Minnes & Burns, dry goods merchants, and the manager of a collecting agency, also of that city, for damages. The plaintiffs claimed that the defendants published a certain advertisement headed "Accounts for Sale by the Canadian Collecting Company" in which the name of the plaintiff, Mrs. Green, appeared along with several others, as follows: "Mrs. J. Green, Princess Street, dry goods bill, \$59.35" the bill being due to the defendants, Minnes & Burns. The plaintiffs alleged that the defendants falsely and maliciously printed and published and caused to be posted up and exhibited in conspicuous places in Kingston, certain printed placards or bills containing the libellous statement referred to. Mr. Green was made a plaintiff, as he complained that the publication respecting his wife was one tending to degrade and disgrace him. The case was tried before Mr. Justice Rose, without a jury, at Kingston, and some days ago the learned judge delivered judgment dismissing the action with costs. As the remarks of his Lordship will be read with considerable interest by the trade, we give the salient points in his lengthy judgment. "I find," he said, "that as a fact, Mrs. Green is indebted to Minnes & Burns in part of the sum named, viz.: \$24.33. I have no doubt that the publication of

the advertisement was calculated to bring Mrs. Green into financial discredit, and that it was in fact a representation that she was indebted to the defendants, and that she was either unwilling or unable to pay, because, I think, no one seeing the advertisement would doubt that the creditor had exhausted all means of recovering payment before seeking to advertise the account for sale. Finding the facts in this case as a jury and bringing to bear such knowledge as I may deem to be common knowledge, I think that seeing such an advertisement would convey to my mind the meaning that the person named in it was indebted; that the creditor had been unable to obtain payment of the debt; and that he was willing to sell the claim to any one who might, as a matter of speculation, be willing to try his chances of making the collection. I think it rather implies that the debtor is able to pay, but is unwilling. I think that the plaintiff, Mrs. Green, cannot complain if any one reading the document should have taken the meaning that I have suggested, because such meaning is supported by the facts. I think neither the motive of the creditor nor that of the debtor may be inquired into in such an action as the present; that the only inquiry I have to make is whether the indebtedness existed and whether the creditor was exercising a legal right in advertising the claim for sale. I am of the opinion that an indebtedness, in fact, existed, although possibly not to the amount claimed, and that the creditors had a perfect right in law to advertise that claim for sale, although their motive in doing so was to coerce the debtor into paying a claim which otherwise the creditors were unable to realize. I am at a loss to understand how the advertising of the claim could be to this particular debtor a means of coercion. The threat to advertise might be, but when the advertisement was once issued and posted up, then the injury was done and the motive to pay was removed. Finding, as I do, that the plaintiff Mrs. Green has no cause of action, I have not to consider the somewhat novel claim on the part of the husband that he is damaged because the account was advertised as being due by Mrs. J. Green. The action must be dismissed with costs." This will be pleasant news to the retail trade, and it should be given all the publicity possible. To the professional "dead beat" the publication of his indebtedness would have no effect in making him any more willing to pay up, but it would be the means of publicly warning other merchants to shun his custom. To those who are able but unwilling to pay, the threat of publication would, or should, bring them promptly to time. The same means have been used in several cities in the States and upheld by the Courts. The moral effect has resulted in the collection of many dollars that otherwise would have been lost. There the plan has met with general approval by all except those who owe the money, which is not at all surprising. We believe that if this system were generally adopted in this country it would have a beneficial effect upon trade. In all our failures one of the chief causes is "bad debts," but now that a legalized method of putting on the screws is at the command of dealers there need not be so much cause for complaint in this respect in the future and we would strongly advise retailers to combine to take advantage of the opportunity now given them.