

## FAILURE OF AN INNKEEPER 1887

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The first meeting of the creditors of Henry Thomas Marchant, of the Benett Arms, Semley, was held on Tuesday afternoon, at the Official Receiver's Office, Salisbury. The chair was occupied by Mr J K Dowden, Assistant Official Receiver. The creditors present were Mr W J Wilton (Salisbury), Mr Wastfield (Tisbury) and Mr H F Withers (Fordingbridge). The debtor was also present and Mr May, his solicitor.

The debtor's statement of affairs showed unsecured liabilities amounting to £232 9s 3d and preferential creditors £3. The assets comprise book debts (good), £3 15s. 3d cash in hand £14 6s and other property £3 10s - total £21 11s 3d. From this £3 has to be deducted for preferential claims, leaving £18 11s 3d available for dividend, or a deficiency of £213 18s. The debtor attributed his failure to loss through a fire, bad trade, &c. The Official Receiver, in his observations, stated that the debtor's effects, as shown by his statement, have recently been sold under a bill of sale.

In answer to the list of printed questions, debtor stated that he was an innkeeper, carpenter and wheelwright, and commenced business at Semley about 1878. He had kept a ledger and shop book, but could not say to what date they were posted. He had nothing to deliver up besides a quantity of deal boarding, estimated to realise about £3 10s. Mr Pasley, of Sherborne, had obtained judgment against him. He gave a bill of sale to Mr Flower of Fontmel Magna, on his furniture and stock on the 24<sup>th</sup> March 1886, which was registered. He suspended payment on March 8<sup>th</sup> 1887. He had paid Mr May, Wilton, £13 10s. First became aware of insolvency about a month ago, when Mr Flower distrained. He had never taken stock. He could not say what had been the amount of his income or expenditure.

The following are creditors to whom the debtor owes over £5: Mr George Budden, blacksmith, Semley £17, Messrs Emblin & Princeps, timber merchants, Bristol £14, Messrs Reynolds & Co., iron merchants, Bristol £10, Mr E J Norton, timber merchant, Poole £11, Mr Frederick Griffin, timber merchant, Salisbury £15 7s 5d, Mr Bland, timber merchant, Bridgewater £8, Mr T C Creed, carpenter, Semley £5 1s 6d, Messrs Hudson & Martin, timber merchants, Gillingham £7, Messrs Martin & co., mineral water manufacturers, Salisbury £7 5s, Mr George Lloyd, ironmonger, Salisbury £6 10s 2d, Mr Penny, spirit merchant, Yeovil £9, Mr Pasley, iron merchant, Sherborne £7 17s 5d, Mr Imber, butcher, Shaftesbury £6, Sherborne Iron Company £6 7s 8d, Messrs Milton Bros., ironmongers, Salisbury £5 10s, Mr Watts, spirit merchant, Shaftesbury £6, Mr Wyld, spirit merchant, Warminster £8 5s, Messrs Hatherell, James & Co., ironmongers, Bristol £6, United Brewery Company, Crewkerne £5 9s, Mr H F Withers, wine and spirit merchant, Fordingbridge £11 15s 8d, Mr Read, wine and spirit merchant, Blandford £5 10s, Mr E Burden, dealer, Tisbury £10, Mr Wastfield, butcher, Tisbury £6.

The Chairman stated that only four proofs of debt had been lodged. The debtor had put down £14 6s as cash in hand, but out of that had paid his solicitor £12 10s, so that practically there would be no assets. In answer to the Chairman, the debtor said that the bill of sale was given for a beer account. He also owed rent to Mr Flowers. He believed the beer account was about £82. Mr Homer suggested that the bill of sale should be given, and said that if debtor signed it he would never come upon him. He was indebted to a few other people when he gave the bill of sale, but for how much he could not say. Mr Wilton remarked that debtor's discharges were too readily consented to by creditors.

The Chairman stated that in the majority of instances, the Official Receiver offered strong opposition to a debtor's discharge. He did not know what they would be able to do with this bill of sale. Four or five bills of sale had been upset recently. Mr Wilton considered that the book debts were ridiculously small. Mr Withers said that debtor must have done plenty of work for the farmers and he thought there would have been more debts outstanding.

Debtor said a man named Budden had taken over the blacksmithing business. Mr Wilton replied that the whole of their accounts was for iron work and for goods sold since May last. The debtor then remarked that when he got the work, Budden did the labour for him. He owed Budden £17. He could not say how much was owing to him by farmers and others three months before he filed his petition. The Chairman said debtor must have some idea of what was owing to him. If not, his public examination would have to be adjourned until the information was forthcoming.

The debtor said he had paid Mr Flower £20. The Chairman: "Mr Flower appears to have had all the preference". Further questioned, the debtor said he did not know whether he had got the letter Mr Flower sent, asking for payment of his account before exercising his rights under the bill of sale. In the letter he was asked to pay what rent he owed. He owed about £20. Mr Whitehead, solicitor, Salisbury, advised him, as the bill of sale was registered, to pay the rent. He paid Mr Flower £10 on account. When Mr Flower entered under power of the bill of sale, a valuation of the furniture, &c., was taken. Valuers were appointed on both sides and Messrs Senior & Godwin acted for the debtor. The Chairman said that debtor ought to have filed his petition before he gave the bill of sale. The circumstances connected with the bill of sale would have to be thoroughly investigated.

Mr Withers said it seemed to him that the debtor had handed his business, as blacksmith, over to this man and scheduled his creditors, whilst the man took possession of debts owing to the debtor. In answer to the Chairman, the debtor said he used to do the blacksmithing himself, and he lost about £44. He thought he could still carry the business on, and employed a man to do his labour. The Chairman thought the man, over whom he had no control, would make greater losses. He questioned debtor at some length respecting an account for work done for Mr Dewey.

In answer to a creditor, the debtor said that the man working for him sometimes found the material and sometimes not. The Chairman asked the debtor if he did not take the man his materials to work upon? The debtor said that he generally did. He owed his man £17 for labour and it had been owing for some time. He did work for five or six farmers, and was paid half yearly. Debtor said that some of his customers (farmers) paid him last Lady Day but afterwards said it was Michaelmas. He did not know what was owing to his creditors besides the £82 to Mr Flower. The Chairman said that debtor must have known, unless he cared nothing about his creditors, and did not intend to pay them. The debtor said that he always intended paying his creditors. He had not got any other books besides those produced.

The Chairman said that as there were practically no assets, Mr Dawes would act as trustee and wind up the estate. A summary order and an order adjudging the debtor bankrupt had already been obtained. Mr Withers asked the debtor if he could not make any offer of 2s 6d in the £. The debtor said he could not. He could offer 1s in the £ and he would have to get some security as to that. The Chairman said the creditors would not think of accepting such an offer. The proceedings then closed.

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