

Addressed by S. McGilbray
to those Creditors who have
not become parties to the Deed
of assignment -

LONDON, 27th July, 1826. -

I beg leave to inclose you Copy of a Letter
which I have addressed to those Creditors of the different firms
whereof I have been a Partner, who have executed the Deed
of assignment made by me, of the remaining Assets of these
Firms, and of the whole Property and Estate of my late Brother
and myself, to Trustees, for the general and equal benefit of all
the Creditors who shall become parties to the Deed. -

The inclosed communication will explain to you some
material circumstances connected with these arrangements, and
some of the difficulties which have arisen in carrying the same
into effect; - the most important of which is, the uncertainty,
whether all the Creditors will consent to ratify the Deed -
for while this uncertainty subsists, the Trustees cannot act
with security to themselves, and in the mean time the season is
lost for Collecting Debts, as well as for settling Accounts, which
ought to have been settled long ago, and the neglected and confused
state of which has so mainly contributed to produce the embarrass-
ments in which the unfortunate transactions of my Partners
have unavoidably involved me. -

You will also see by the inclosed Communication
that unless the present proceeding of the Agents of the Bank
of

of Montreal shall be discontinued, and unless the Directors of that Institution shall become parties to the Deed, the assent of the other Creditors is a matter of slight importance, and in like manner without the assent of the other Creditors, that of the Bank Directors is of little use; but assuming the probability that the Directors or the Stockholders will finally resolve to be guided by the ordinary principles of prudence, and regard to their own Interests, in executing this Deed, then indeed it becomes most important that you and all the other Creditors should forthwith follow the Example; in order that the Trustees, as well as I myself, and Mr. Thain, if he shall be enabled so to do, may proceed to the performance of the important duties which will devolve on each of us in carrying into effect the arrangements devised for the general benefit, and none of which can be entered upon until the uncertainty in question shall be removed. —

It has been intimated to me by one of the Trustees in Canada that some Creditors who have not yet executed the Deed were probably holding off to wait for the payment of a Dividend, and such I believe is not an uncommon case, but in the present instance I shall merely submit to your Consideration one fact which I think will show to demonstration that holding off on that ground is a proceeding subversive of its own object, as well as certain to defeat all my arrangements. —

I have therefore to request your attention to the facts
that

that in addition to all the Partnership Assets of all the firms
as well as to my Brothers real Estate in Canada, and to
what may be recovered from the separate Estates of the different
Partners, - Exclusive also of my ultimate Interest in that sum
of £50,000, of Hudsons Bay Stock, which is vested in Trustees for
certain purposes, as stated in the Schedules to my Deed, - there
is still remaining, and actually forthcoming, out of my Property
assigned to the Trustees, a sum of £59,454¹³/₄, of Hudsons
Bay Stock, subject to the payment of money borrowed thereon
to the amount of £6,000, Sterling. - The Clear Surplus of the
Sale of this Stock, at the Price of a year ago, say at 265 ^{cts}/₁₀₀ would
have been £9,000. - At the price estimated in my Schedules,
say at 250 ^{cts}/₁₀₀ the Surplus would be £8,000. - And at
£200 ^{cts}/₁₀₀ - or in the proportion of Consols at 60 ^{cts}/₁₀₀ which
are still at 77. - there would be a surplus of £6,000, after paying
off the money borrowed on the security of the Stock. -

This fund alone would at the lowest supposed price
produce a Dividend of six Shillings, and at the highest a Div.
of 9/6 in the Pound, and that Dividend may be realized and
paid so soon as all the parties shall execute the Deed, and
shall resolve to send the Stock to the Hammer; for under
the present circumstances I shall at once, if the Creditors or the
Trustees desire it, relinquish the right which under the Deed
and in the hope of a recession, I retained for a limited time
to

to protect this Stock from being disposed of at an undervalue,
and I shall consent to its being brought to Sale, without
reservation; but by reference to the inclosed Communication
you will perceive that nothing can be done, no Stock can
be sold, and no Dividend can be paid, until all the Creditors
shall have signed the Deed, or as the case may be,
until the questions arising from their refusing or delaying
to sign, shall have been disposed of in the Court of Chancery.

I recommend all this to your serious consideration,
and I remain respectfully,