

ada, West; for as matter of fact he had no such intention, and is even yet, six months after the affidavit was sworn to, in this country.

"The third allegation taken in itself is of no importance, as I presume it is no offence to make a short and passing visit to Liverpool, but taken in connexion with what follows it is important for the suggestion it contains. The affidavit states positively that Mr. Turner had declined to pay the debt (which by the way, as I have stated, was not due at the time), and it declares the belief of your Mr. Robert Crooks that his (Mr. Turner's) object in making the short and passing visit was to defraud you of your debt, by escaping back again into Scotland before you could detain him. Let me deal first with this belief. Did it never occur to you that if Mr. Turner had had any such intention as that which you, upon a solemn oath, attribute to him, his visit to Liverpool at all was a most unnecessary proceeding? He went there, as you know at the time, 'from business communications,' at very great personal inconvenience, at your special request, in order that he might meet you with a view to a settlement of differences before Mr. Booth left for Canada. He went there with no other object, and having no other business, than the settlement of this account; and yet from the fact of his thus going, you inferred, and you put the inference into the form of an affidavit, that he had predetermined not to pay you, and actually made the visit at the hour he did, the better to carry out this predetermination! I venture to say that the records of commercial cases will not produce a parallel to this, where a visit, undertaken at personal inconvenience at the request of the creditor, and with a special view to settlement of pending accounts, was, before the debt could reach his destination, distorted into a deliberate intention on his part not to settle, but on the contrary to avoid payment.

"So much for your belief of the object of Mr. Turner's visit to Liverpool at the particular hour at which in the ordinary course of travel he arrived there, but there is a more serious statement in this part of the affidavit. Your Mr. Robert Crooks swore positively that Mr. Turner had declined to pay the said debt. Permit me to say that at the time the affidavit was sworn to, you had not a particle of warrant for that statement. Mr. Turner had not only not declined to pay the debt, but there is in the correspondence, all of which I have carefully examined, the greatest willingness exhibited to have a fair settlement of it affected.

"It is not worth while to recapitulate all the correspondence; quotations from a couple of late letters will answer. I take first a private one of your Mr. Robert Crooks, dated 3rd October, 1868, in which he urges upon the Messrs. Turner to try calmly and with a Christian spirit carefully to review the whole case, and then goes on to say, 'it after mature reconsideration you still cannot take our view of it, I beg to suggest that we place the entire correspondence before our worthy mutual friend, Mr. Edward Adams, of London, C.W., and take his opinion on it, rather than rush at once into lawyers' hands.' What was the answer to that private letter? It was written by Mr. James Turner himself, dated 21st November, and in it he said, 'Provided a reference is necessary, we willingly accept of Mr. Adams as a referee; but as it is the writer's intention to leave for England early next month a personal interview will no doubt enable us to come to a satisfactory solution of difficulties. Wherein was this a refusal to pay the amount of the debt? Was it not, on the contrary, a most friendly communication, exhibiting an anxiety to avoid the delay even of a reference, yet at the same time accepting, should such reference be necessary, the referee named by yourselves; and yet up to the 29th December, when your Mr. Robert Crooks swore positively that the said Mr. Turner had declined to pay the said debt nothing different from this had been written and Mr. Turner was actually on his way to Liverpool to have the personal interview which he had expressed the hope would lead to a satisfactory solution of differences as to render a reference unnecessary. Perjury is an ugly word, and I prefer not to use it, if you will supply me with another which fully characterizes the fourth allegation of the affidavit upon which Mr. Turner was arrested, when read in the light of your letter of the 3rd October, and his reply of the 29th November. It is a pity that Mr. Crooks's 'Christian spirit' did not make him pause before rushing, not simply into the lawyers' hands, but into the presence of his God,

calling upon Him to witness to the truth of an allegation, which, in fact, contained not even the semblance of truth.

In Mr. Hope's report on this case, he states that you informed him there were other letters in the possession of Mr. Booth in Canada which would justify the allegations of this extraordinary affidavit; and he suspended judgment on the whole matter until Mr. Adams should have the opportunity of seeing this additional correspondence on Mr. Booth's return. At our interview on the 8th ult., Mr. Booth informed us that there was no additional correspondence bearing upon the affidavit. The only letter produced by him, which Mr. Hope appears not to have seen, was one written by Messrs. Turner & Co. on the 13th January, 1869, several days before the contract, which was the subject of dispute, was even entered into. It will hardly be claimed that that letter justified in any way the arrest, whatever influence it may have in interpreting the contract itself. I trust you perceive the full significance of your failure to produce that additional correspondence. You will see that with all the letters, as it now appears, in your possession, and within a few weeks of the occurrence, when all its circumstances must have been fresh in your memory, you were confessedly unable to justify by the production of letters the terms and allegations of an affidavit whose terms and allegations were professedly based upon letters. That was a confession which a man who can afford to enjoin a Christian spirit upon others, ought not to have found himself compelled to make.

"You may probably object to the terms of this letter, and may even question my right to interfere in a dispute to which originally I was not a party. Let me say that the terms are the only ones in which I could discuss this matter, and that I have been compelled to put myself under considerable restraint in order that those terms might not exceed the bounds of gentlemanly courtesy, and my right to interfere is that of a friend of a deeply injured man, who ought not to be further annoyed by being compelled to become his own defender. Your Mr. Booth, at our interview, seemed to consider it rather a clever thing to have bound Mr. Turner not to take any proceedings in this case. Perhaps it was clever, though it would have been more admirable had it had less of the cowardly element about it. I propose to show you, Gentlemen, that there are other means of punishing men who commit such an outrage as that of which you have been guilty, than by an action at law. I propose that the business men of Canada at any rate shall know that there is at least one firm in Liverpool which has a rather peculiar way of adjusting disputed accounts, whose members can write letters remarkable for an almost Uriah Heep meekness, enjoining a Christian spirit deprecating all resort to law, suggesting friendly references, and begging for personal interviews, and when these latter are granted, meeting their client with the silken gloves discarded, an affidavit without any regard to the truth of its allegations prepared, the sheriff's officers in an adjoining room, and the highwayman's demand of a full liquidation without reference to disputes, or the Lancashire jail. That Mr. Turner was able, in a strange city, upon a moment's notice to provide for and actually pay so large a sum of money, and that he was thus saved the indignity of actual incarceration, was a circumstance which you could hardly have foreseen, and it is as well, therefore, that others should be warned to avoid connections which may terminate so unpleasantly.

"I enclose my card and London address, and have the honor to remain,

"Gentlemen,

"Your obedient servant,

(Signed) "THOS. WHITE, Jun."

To which the following reply was sent:—

"S, MOLYNEUX PLACE, WATER STREET, LIVERPOOL, 2nd July, 1869.

To THOMAS WHITE, Jun., Esq., of Hamilton Ontario, London.

"Sir,

"We have to acknowledge the receipt of your letter of yesterday, and beg to say in reply that we consider it a distortion of facts and coloured entirely by a one-sided view.

"After careful reflection we decided we could not send Mr. Adams such a letter as would be deemed of any service to your friend.

"Our intended publication of the correspondence is of very little concern to us, as we are

persuaded that our friends in Canada will have no difficulty in seeing the merits of the case, in spite of any gloss that may be put upon it.

"We are, your obedient servants,

(Signed) "ROBT. CROOKS & CO."

To this, Mr. White sent the following:—

"WATFORD, 12th July, 1869.

"To Messrs ROBT CROOKS & Co

"GENTLEMEN,

"Yours of the 2nd instant I received here. You say, in reference to my letter of the 1st instant, that you 'consider it a distortion of facts and coloured by a one-sided view.' I cannot but regret that you did not state what 'fact' was distorted, and what 'view' was presented partially. I can assure you that I have no desire improperly or unfairly to state the case; and if you will furnish me with your full reply to my letter, setting forth wherein you consider it unfair, I shall have great pleasure in giving the same publicity to it as I propose to give to my own statement of the case.

"Both Mr. Robert Crooks and Mr. Booth apparently attached a good deal of importance to the conversation had with Mr. Turner when he came up from Glasgow to meet you, and Mr. Booth read to Mr. Adams and myself a statement of that conversation as written out by him immediately after it occurred. If you will furnish me with a copy of that paper, I shall be glad to embody it also in the proposed publication, as I am most anxious to avoid any act of unfairness towards you.

"Hoping you will comply with my request in these respects,

I remain, your obedient servant,

(Signed) "THOS. WHITE, Jun."

To that letter no reply has been received.

Mr. Adams' report having been submitted to Mr. John Hope, of Montreal, that gentleman has finally disposed of the case in the following letter:—

"TORONTO, 8th, July, 1869.

"To JAMES TURNER, Esq

"My DEAR SIR,

"I have duly received your favour of 24th ult., enclosing letter from Mr. Edward Adams, which I return. I have carefully perused this letter, and have given proper consideration to the letter which Mr. Booth had with him in Canada, and regarding which I quite agree in Mr. Adams' opinion that as the contract which was sent to you, and which you confirmed, was dated subsequently to that letter, the contract and not the letter must be taken as the rule of delivery. I have therefore now no hesitation in saying finally that I can see nothing in the case to warrant the extreme proceedings which Messrs. Crooks & Co. resorted to. Nay, more, even if Messrs. Crooks & Co. were right on the merits of the questions between you, there was, even in his own opinion, two sides to the matter, and it was a fair one for discussion; and while in that position the affidavit and arrangements for your arrest were in the highest sense improper, and if sustained would render it impossible for any one who had an honest dispute or difference of opinion with an English corespondent, to visit Europe without being liable to an indignity which was never contemplated as applicable to honourable and responsible men.

"I remain,

"Yours faithfully,

(Signed) "JOHN HOPE."

The whole case is therefore submitted for the consideration of the business men of Canada, as an act of justice to one of their own number who has been the victim of a very cruel outrage, and as a means of enabling them to avoid connections which may terminate so unpleasantly. It is only necessary to point out, in concluding, that Messrs. Crooks & Co. have had the opportunity of placing their own view of the case before the public in this paper, and have neglected to avail themselves of it, and that upon a thorough investigation of the whole case, with the assistance of such explanations as Mr. Crooks and Mr. Booth could offer, two Canadian merchants, both correspondents of Messrs. Crooks & Co., have been unable to see the slightest justification for the extraordinary proceedings resorted to in this case.