

appreciated in the profession, and here the real difficulty arises. Our present Law provides ineffectual means of a hearing by closing the mouths of those who can often best assist the Judges—as for example: Mr. McGibbon being brought up by me on oath, as I could not state my own case, recollected the circumstances differently from me. He is also quite intelligible. He says that I never tested the case for him at all; he thinks I did so for myself, though with what result he cannot say, and as for my pretending to have asked him to get any judgment registered to be ready for the decision in my case, the absurdity of such a pretence is shown by the fact that he never entered any suit till a decision was come to in mine. But to do him justice, I must quote his version of our agreement in his own words, now in the Court-house: “Defendant never tested the validity of such “transfer for me; whether he did so for Dow & Co. I “don’t know. I believe he tested them for himself. I “cannot say positively what the result of such proceedings was, only that his Attorney, J. A. Perkins, “Esq., told me he had collected Rimmers’ claim from “Morgan, when I immediately gave him my account “to collect, which he did, and for which I paid Mr. “Perkins.* I have received the amount of my claim “from Morgan, amounting to \$154 37, on a suit of “my own, without any reference to Rimmer, and “which I had to pay costs to the amount of \$78.30. “I did not enter my case till a decision was come to “in Defendant’s, and the only bargain I made was

* It may prevent confusion, though it does not at all affect the case, to remark that my case was conducted, not by Mr. Perkins, but by Messrs. Laframboise & Papineau, of St. Hyacinthe.