

Correspondence
respecting
Mr. Thompson.

furnish me with the account which the said firm might have against me. This gentleman gave me the bill of particulars which I now produce, and told me that it was the only claim which the firm had against me. I ought to inform the committee that I never dealt with Peter John Duval, but that the greater part of the articles mentioned in the said bill of particulars were bought by me from the firm of Peter Duval & Company, and not from Peter John Duval. The account is signed by Peter Duval, tutor, who is the same person as Peter Duval, partner of Amice Duval, the plaintiffs in the cause above mentioned. By the account aforesaid, it would appear that I only owed the sum of 11 l. 0s. 3d. currency. I ought to repeat, that if credit were given to me for all that I have given in payment for the goods for which I am debited, and if the overcharges in the prices, and the price of certain articles which I never purchased, were deducted from the debit side of the account, Peter Duval & Company, or Peter John Duval, or Peter Duval, tutor, would owe me a balance. It was on the 26th day of September last that I was at the house of the said Peter Duval, in the island of Bonaventure aforesaid, in the county of Gaspé aforesaid, when and where he likewise told me that he had never instructed the said John Robinson Hamilton, esquire, advocate, to sue me; that the said advocate had done so entirely of his own accord, and that he (the said Duval) considered the said Hamilton as the only person responsible; that he meant to pay no costs. The said Duval further told me that he could not himself prove the delivery of the articles entered to my debit in the said account which I have produced to the Committee, because the said articles had been sold by the clerks of Peter Duval & Company, which clerks were then in Europe; and that as for himself, the said Peter Duval, he had no knowledge whatever of this transaction. He strongly disapproved of the conduct of the said John Robinson Hamilton towards me, and assured me that he (the said Duval) had taken no part in the business, and that he was going to write to his said attorney for the purpose of preventing similar suits against his debtors in future. During the time I was detained in the common gaol at New Carlisle aforesaid, for the cause aforesaid, John Robinson Hamilton, esquire, advocate, came to see me on several occasions, and proposed to me,—First, That I should pay to the plaintiffs in the said cause, the sum of 12 l. 15s. 9d. currency, with interest. Secondly, That I should pay him the said John Robinson Hamilton, esquire, advocate, the amount of his costs and disbursements in the said cause; that he would then pay me in cash the amount of the balance which might be due to me out of the draft for 140 l. currency, made in my favour by his uncle the Honourable John Gawler Thompson, the judge aforesaid: he added, that he would account to me for the interest and the costs of protest. I rejected these offers, which he made to me several times during my imprisonment. I told him that I intended to contest the suit, because I considered it unjust, to which he replied, laughing, that it would not be easy for me to get rid of that business, and that it was my interest to accept the offer he made me. John McCellan, the gaoler aforesaid, privately held the same language to me; but I gave a refusal on every occasion, having made up my mind to contest the suit, which I considered unjust and oppressive. After I was set at liberty as I have before stated, I went immediately to the residence of the judge at Paspébiac, for the purpose of again demanding payment of what he owed me. I had scarcely entered the room in which the judge was sitting with his lady, when the latter said, “Ah! ah! Mr. Enright, you would not follow my advice; I told you not to go to Mr. Hamilton; if you had kept away from New Carlisle you would not have been in gaol.” I replied that I was not aware of the danger, and did not know that I was watched for. The judge was present, but said nothing to me. I then spoke to the judge and said that I believed it would be better for me to make him a present of what he owed me, rather than be obliged to travel so far and so often, incurring great expenses, neglecting my business and ruining my family, and getting myself imprisoned into the bargain without receiving what was due to me: I ended by saying that I now hoped to receive my money. The judge then said, “Go back to Quebec, the warrants have been issued long since, and you will receive your money without delay.” He then paid me some money on account of the interest due to me; I think it was 8 l., but the judge has my receipt. This is all that I have received from him up to the present time. I have received from a Mr. Gibb about 36 l., and about 3 l. from Mr. Racey, the judge's brother-in-law. I drew for the said sums on Mr. Freer, the cashier of the Quebec bank, who I believe accepted the drafts. Mr. Freer is in possession of the draft for 140 l. made in my favour by the said judge. I have been obliged to receive goods from Mr. Gibb to the amount of 36 l. or thereabouts, not being able to get my money. When I consider the journeys I have made to try to obtain my money, the privations to which I have been subjected, my loss of time, the damages I have suffered by being absent from home, my imprisonment, and the troubles which it occasioned me, I can safely say that if I had to go through the whole over again, I would rather lose the sum that was due to me. Last week I asked Mr. Freer for payment of what was owing to me, and he said, “Don't tease me, you have teased me too much already.” I was informed by the wife of the said Jacques Lamy, that when the said judge gave the draft for 140 l. in my favour, he received a like sum from the said Jacques Lamy in cash; so that the said judge has been using my money; the said Jacques Lamy has gained a considerable sum; and I alone have borne the loss. The said judge occupies one of the houses of the said Jacques Lamy. It is notorious that the said judge and the said Jacques Lamy have many dealings together. The common report is, that when the said Jacques Lamy has any causes in court, judgment is commonly given in his favour, which makes many people believe that there is very little chance of succeeding in any cause where the said Jacques Lamy is on the opposite side. This has been remarked ever since the judge has been the tenant of the said Jacques Lamy. I have never been out of