

Mr. Dow, and I, went to J. H. Isaacson's office and received all our money in full. They had at my suggestion obtained judgments, and registered their claims against Morgan's lands, to be available for them if I succeeded. Mr. McGibbon's was registered in December, 1862, the month before I was successful. I sent a memorandum of the third part of the costs I had been put to, to Mr. Dow and Mr. McGibbon; the former gentleman immediately paid, and said I had rendered a service to Canada, and the latter promised to pay shortly, and told me also every one in business should be obliged to me.

After twelve months, circumstances connected with other causes unhappily arose that induced him to recede from this, and hence the difference. Now this story is intelligible, its truth is a separate question, but my point is, that there was no means open to me of stating it on oath to a Judge, subject to a rigid examination; a respectful petition to the Judge who first tried the case to be put on my oath was unsuccessful, and probably it was impossible. "But you have your plea," any one would say—to which I add—true, but a plea has no legal value, and indeed those I have much knowledge of, have set forth the facts of a case with variations that have rather astonished me; and as for a Lawyer being able to present your case "*viva voce*," his statements are of no value to a Judge; all he can do is turn up points of law and criticise the credibility of evidence. He speaks with no *personal* knowledge of your case, but is at liberty, while addressing a Court, to make any possible statement on any given subject, a privilege which I should think is not entirely un-