

mond did not act fairly, and to the best of their ability, do right upon such evidence as the Law allowed them to have; all that I complain of is that the Judges were prohibited by Law from hearing evidence which I think would have materially assisted them in arriving at a correct decision. And I should be equally sorry to impute any intention on the part of any one concerned to state what at the time he did not honestly believe. The case I allude to was about an agreement entered into concerning the sharing untaxed costs in the prosecution of a law suit, and the version I was prevented by the present Law from giving would have been as follows:—A man named Morgan owed myself, Wm. Dow & Co., and Alexander McGibbon, money. He put a large amount of property out of our way by simulated sales, and declined to pay us our claims. I had not long returned from England, where such cases had recently been severely reflected on, as money had there been lost through them to a considerable amount, and with the Atlantic Ocean between the creditors, a hope of recovery was nearly vain. I offered on our three joint accounts to test the case, and win or lose, divide expenses, charging for my own time and trouble nothing at all. This was cheerfully accepted, and after having for three years patiently followed up all clues I could find, I succeeded, on the 23rd of January, 1863, in obtaining a judgment for us. Morgan at once (who was reputed wealthy) asked for a little delay to sell some lands,) and deposited the amount of our claims in money and securities at John H. Isaacson's, the Notary, and on *April the 24th*, 1863, Mr. McGibbon,