

determined.

In July 1902, Mr McLaughlin, Barrister of Lindsay, wrote the Department in Mr Gillespie's behalf. He stated that the Dominion Bank had apparently no intention of pressing their garnishee proceedings, as they had never served Mr Gillespie. He referred to the fact that moneys in the hands of the Department are not garnisheeable, and that consequently there would appear to be no reason for the Department retaining the money from Mr Gillespie. He forwarded at the same time a declaration from Mr Gillespie in which the latter set forth that the Dominion Bank had no claim against him personally, any claim they had was against the firm of Gillespie, Ormsby & Co. That he had never been served with any garnishee proceedings, and believed that if any such proceedings had been taken they had been dropped.

The Department, with a view to doing strict justice in the matter, replied on the 16th July, 1902, that although as a matter of law the moneys collected were not garnisheeable, neither was the Department legally bound to collect and pay to Mr Gillespie the amount of his claim, and concluded by saying that no money would be paid over until a sufficient time had elapsed for the bank to obtain a final order, and that if no order was obtained in six months (that being considered a reasonable length of time to allow) the money might properly be paid to Mr Gillespie, on the assumption that proceedings against the garnishee had been abandoned.

In September 1902 the Department received a "garnishee order absolute", dated the 23rd of that month.

It being desired to bring the matter to a close the Department wrote Mr Gillespie, at Lindsay, on the 2nd January, 1905, informing him of the receipt of the final garnishee order. He was told that the judgment creditors were pressing for payment, and urging that the matter be closed without delay. The Department continued as follows:-  
 "In order that the settlement, when it is made, may be satisfactory to all parties concerned, I have to request that you will endeavour to meet the judgment creditors and arrange with them as to payment of the money, and if possible make some compromise that will bring the matter to a conclusion".

In June following Mr Gillespie wrote to the Hon. Clifford Sifton in