

in the latter part of

or Messrs. Molson, examined yes- to me, know him stands at Dalhousie by any means. man witness would so deliberately.

from knowledge of is his manner of a loose character an employ of Jones ing a fancy woman and said he wanted time. He took it, to pay. It is character. That is

—Well acquainted with them a good son Witness re- he knew him as or three years, the mercantile char- to the houses in 1858 and pre- himself of the invi- dered anything of after the rupture had they known witness as witness ness and his wife ys with Plaintiff alntiff with them as done openly uently assisted Witness received money was wit- over allowed to

years came to ndame came as een with me in

was never there m.

Francis Turner. ove Mrs. Scott. Witness is a y house runner. ith Mrs. Scott.

witness would

nce yesterday. n in my house. e Mr. Alfred

ndant's Coun-

Savage. He ouse is on St. im for a few drugs at his he enquiring

w sized man. The person Brown. She and witness im. Believes ah. She has

gone to the States. This woman, Brown, died three weeks ago.

JOSEPH TROWLS:—Resided in Montreal 15 or 16 years; has seen Mr. Benj. Lyman for 14 or 15 years. Have known him; 12 months last May, saw him in the evening. Knows woman named Mrs. Landry, whose house is known in the neighbourhood as an assignation house.

Question:—Have you ever seen Mr. Benjamin Lyman, defendant now sitting in Court, go to a house of assignation and ill-fame in this city in company with a female within the last two years?

Objected to by defendant's Counsel, and question overruled by the Court.

To the Jury:—My business is labouring by the day. Never worked for Mr. Benjamin Lyman. Never quarreled with him or any of the firm. First spoken to this morning. Never saw plaintiff before then, never told me what to say or offered money to me. Never had conversation as to evidence; what witness knew he never kept secret.

JOHN O'LEARY:—Not examined.

ALEXANDER CROSS, Advocate.

Question:—Look at the letter of date 5 April, 1857, written by the plaintiff to the defendant, and when it first came into your hands?

Objected to by defendants' Counsel as not evidence in rebuttal.

Objection maintained by the Court.

The plaintiff declares that he avails himself of the evidence of Mr. Benjamin Lyman, and

Here plaintiffs' evidence in rebuttal closes.

Copy of Correspondence between T. HIGGINSON and B. LYMAN, and between T. HIGGINSON and LYMAN, SAVAGE & CO:—

MONTREAL, 4th April, 1857.

Thomas Higginson, Esq.:

DEAR SIR,—Touching the conversation the writer had with you, the present is to say that we will allow you £200, say two hundred pounds per annum, and also five per cent on the profits of the business carried on here for the next two years, after which time we will admit you as a partner on terms that will be mutual and satisfactory. This letter to be strictly private and confidential.

Yours very truly,

LYMAN, SAVAGE & CO.

TORONTO, 1st April, 1859.

DEAR SIR,—Since I left home poor Beers died, and I suppose the Medical Hall will be in the market. I have thought it my duty to say to you, that perhaps you can purchase the concern on your own account. I do so from the following reasons, that circumstances have come to my knowledge that will prevent me from recommending to my partners that you should be admitted a partner in the concern; the matter is a personal matter with you, but is of such a nature that I could not go into the circumstances with satisfaction, and I know you would not care to become a partner without we had the fullest confidence, consequently I thought it best to give you early intimation, to enable you to make such other arrangements as you

think best. I am sorry that such is the case, but it is not my fault.

I am off this afternoon for New York, and I hope to reach home by the end of next week.

Yours truly,

BENJAMIN LYMAN.

Thomas Higginson, Esq.,
Montreal.

MONTREAL, 16th April, 1859.

DEAR SIR,—In answer to yours of the 2nd instant, I have to say that I should have been willing to consent that you be received as a partner in the firm of L., S. & Co., upon such terms as we could have agreed upon, and as the other members of the firm would consent to, were it not, as I stated in my former letter, that certain facts have come to my knowledge, which put it out of the question, and render your admission into the firm under the circumstances.

Yours very truly,

BENJAMIN LYMAN.

MONTREAL, 2nd May, 1859.

DEAR SIR,—Having taken communication of your letter of the 30th inst, in which you state that you consider yourself a partner in the firm of Lyman, Savage & Co.; we have to say that such an assumption on your part is certainly without foundation. You are well aware that no partnership, nor any agreement of partnership, has ever been entered into between you and us. It is surprising that you should set up any such pretensions. Your position, as you are well aware, is that, (and always has been,) and still is that of a clerk in our employ, and I nothing more.

We may further say, that there are insuperable objections to entertaining any proposition for your adoption into the firm as a co-partner with us.

Your obedient servants,

LYMAN, SAVAGE & CO.

Thomas S. Higginson, Esq., Montreal.

MONTREAL, 3rd May, 1860.

DEAR SIR,—We understand from your letter of this morning that you decline to remain longer in our employ as a clerk, and shall govern ourselves accordingly.

We are your,

Obedient servants,

LYMAN, SAVAGE & CO.

Thomas Higginson, Esq.,
Montreal.

MONTREAL, April 6, 1860.

£1000 0 0 cy.,

Good to Thomas S. Higginson, Esq., or order for one thousand pounds cy., with interest from date. Cash on deposit.

(Signed,) LYMAN, SAVAGE & CO.
Per W.H. CLARE.

Endorsed,—

Received the amount of the within written Bon from Lyman, Savage & Co., 21st May, 1859.
THOMAS S. HIGGINSON,