

Mr MATTHEW CAMPBELL. I have known the Plaintiff for eight or nine years. I was acquainted with him in 1829. I did not particularly know his affairs at that time. I heard of his having bought hats from the Defendants in 1829. I knew that a sale took place between Blanchard and Bagg to the amount of £173. Mr. Bagg paid for the hats by deducting an amount due from the Plaintiff to him, and by giving him a note for the balance at three and six months. This amount was due from the Plaintiff on account of a sale made by Bagg and Wait to him. I am not aware of any running account between them, except what trifling purchases Bagg and Wait might have made from him occasionally.

THE CHIEF JUSTICE thought it would be as well if the Plaintiff's counsel would restrict themselves to prove new facts. It appeared that this witness was only proving what was already in evidence.

The witness resumed.—Blanchard informed me of the terms of the sale to Bridge, and asked my opinion of the advantages of the sale to Bridge. I thought it a favourable sale. I am not aware that the Plaintiff told me to keep it a secret. I think the Defendants would have been paid if they had not arrested the Plaintiff. Blanchard's intention in selling out was to get rid of his retail business and to commence on a larger scale. I was aware of the Plaintiff's correspondence with an English house, and I know that the English credit would have been advantageous to him. I think that I saw the notes from Bridge to Plaintiff, and that some of them were endorsed by other persons. After the sale Bridge's name was placed on the iron doors of the shop. It is not extraordinary for a person who has sold out to leave his name on the door, after he has no longer any interest in the property. The name of Bridge has remained on the door until very lately.

Cross-examined by Mr. WALKER,

I am thirty years of age, and a clerk. I have held this situation in Bagg and Wait's employ for many years. I was with Bagg and Wait when the Plaintiff Blanchard and Bridge were in Abner Bagg's employ. I have been particularly intimate with the Plaintiff. I am not aware that the Plaintiff had any means when he entered into business. When the Plaintiff sold the moiety of the hats to Abner Bagg, he owed Bagg and Wait £175. Messrs. Bagg and Wait were in the habit of giving orders on the Plaintiff for goods and money, in order to liquidate their demand against him, and such orders went accordingly in diminution of their claim against him. A few days after his sale to Bridge the Plaintiff first told me his intentions, and gave me as his reason his plan of opening a wholesale business. To effect this it was necessary to remit to England. The goods the Plaintiff had obtained from England were comprised in what he had sold to Bridge, and he had some claims on individuals in Upper Canada, which, with Bridge's notes, might have aided him in remitting to England. These Upper Canada debts have not yet been collected—they amount to £80, and were considered as a cash transaction. I know from Mr. Mills that the Plaintiff endeavoured to obtain Exchange for Bridge's bills—these bills were payable at different periods, six, nine and twelve months. I did not know that the Plaintiff was indebted to Mr. Fisher or Mr. Hough. I know that Bridge's credit was good in May 1830, but I know nothing of the state of his affairs when he purchased from Blanchard. Bridge was a dealer in the same line as the Plaintiff, and his store was at a little distance from the Plaintiff's. I think Bridge got a little money by the death of his father, but it could not be much. From my knowledge of Blanchard's means, it is my opinion that he could have paid the Defendants,—these means consisted of Bagg's note for £100, and Bridge's notes at three, six, nine and twelve months, amounting to £400. I made up a statement of Plaintiff's means from his books—and from the comparison of his debts and credits, the balance was in his favour. This favourable balance amounted to some pounds. I myself told Plaintiff that some of the means he relied upon to meet the Defendants' demands were doubtful; but he said in reply to this, that before his notes to the Defendants became due, he should have his English consignments to assist in meeting them. The remittance to England was not yet made—it would amount to £225, and unless this sum was remitted