

North-West Company had been liberated on bail, these two only should have been left in prison; that when the leaders and principal actors had been enlarged, subordinate assistants and accomplices should be detained for trial; that when culprits, who were under five or six capital indictments, were admitted to bail, the same indulgence should not have been extended to men who were indicted only for one or two felonies. To whatever cause this is to be imputed, it was at least singularly fortunate for the credit of the North-West Company, that, among the many indictments found against persons under their protection, some trials did take place; and that through the unprecedented use which was made in Canada of the power of admitting prisoners to bail, the North-West Company enjoyed the advantage of going to trial on those cases only in which they might think that they had the best chance of success.

It is necessary, in this place, to mention a few occurrences relative to the last trial reported in this volume, the trial of Cooper and Bennerman. In September 1817, when the intention of transferring the trials was first announced by the Attorney-General of Lower Canada, some prisoners were in custody at Montreal, charged, under four different indictments, with capital crimes arising out of the *first* destruction of the Settlement at Red River, which was effected in 1815, *viz.* one for robbery, one for arson, and two for maliciously shooting at the settlers. Witnesses were on the spot ready to support all these indictments, and the whole of these crimes might then have been brought fairly to trial; but in consequence of the transfers, none of these cases were brought