

or equivocal conduct instrumental to their pecuniary advantage ; seeking as was sought by the present Plaintiff, to expunge a debt by damages.

That the Defendants were admitted to have lost £400 by the act of the Plaintiff. His counsel could hardly deny that his conduct was obnoxious to suspicion. It was indirectly admitted that his conduct might have justified an attachment of his effects. He therefore could have no just cause of complaint against the Defendants—his situation was the consequence of his own misconduct—of the deceit which he had practised ; and, however considerations of humanity might prompt a sympathy with his arrest and its possible consequences, no feelings of indignation could justly attach to the creditor who had suffered so largely by his folly, his misconduct, or his fraud.

The learned Counsel contended that the justification of the Defendants' conduct might be collected from the Plaintiff himself ; from the palpable grounds of defence which he himself had unconsciously furnished in evidence. That although the Plaintiff had enjoyed every advantage in the maturing and preparation of his case, and the more odious features which had shocked and revolted the public mind in the course of the former trials had been softened or concealed, and all unfavourable circumstances endeavoured to be explained away ; yet that the facts, as they were even now submitted, were little calculated to reflect credit upon the Plaintiff, or to enlist the sympathies of the Jury in his behalf, and when taken in connection with the evidence which the Defendants had it in their power to adduce, would show how slender were the Plaintiff's pretensions to appropriate to himself any share of the eulogiums which had been so lavishly bestowed. That the case submitted to the consideration of the Court and Jury, was not that of a young man in the dawn and morning of his days, whose prospects had been blighted by the mistaken rigour or relentless cruelty of a creditor ; it was that of a debtor seeking to derive a benefit from his own misconduct. That from the case as disclosed by the Plaintiff, it was manifest that at the time of effecting the purchase of the hats in question his credit was prostrated ; and that he laboured under an inability to meet his engagements. That the purchase was evidently made at a time when no necessity dictated ; and was to an amount unjustified either by the means of the Plaintiff, or the extent of the business in which he was engaged. That the purchase was not one dictated by necessity ; neither could it have been made with reference to the pretended wholesale business of the ensuing spring, for it could not have escaped the attention of the Plaintiff, that the contemplated importation of articles of a similar description, to the extent of £1000 or £1500, would materially diminish the advantages of the purchase, and reduce the profits which might otherwise have been calculated upon. That the Plaintiff, while in a state of acknowledged insolvency, had been guilty of bestowing preferences—that he had discharged debts of long standing by surrendering a part of the Defendant's goods—that this was almost immediately afterwards followed by a disposal of his entire stock at cost prices—a sale justified by no exigency ; prompted by no decently plausible motive ; and which comprehended articles of indispensable necessity, even in the new and more extensive business in which the Plaintiff professed it to have been his intention to engage. That it evinced a reckless contempt on the part of the Plaintiff, for the understandings of the Jury, gravely to contend that he had it in contemplation to pay for the goods purchased from the Defendants, by means of his spring importations. The few of the notes obtained from Bridge, which, under any circumstances, were susceptible of being employed in the purchase of exchange, had been given to creditors here,—and no remittances, however large, could have overcome physical impediments and enabled the Plaintiff to introduce into this Province in the month of May, goods which could not be expected to leave England till the middle of April. That a comparison of the Plaintiff's means with his debts betrayed an utter inability to embark in a wholesale business, or to establish a credit in England ; or to make those remittances by which alone the credit of the preceding season could be extended or confirmed. That one fact, admitted on all hands, was conclusive : namely, that none of the creditors had been paid up to the present hour. That it betrayed an unexampled hardness on the part of the Plaintiff, under all the circumstances of

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