

He was reminded, however, that under Sec. 147 of the Insolvent Act of 1869, such a proceeding would amount to a misdemeanor, and was punishable, at the discretion of the Court, with three years' imprisonment. The reading of this Section apparently had an effect upon him, for he begged to withdraw his threat, and, on demand being made, the order set forth in Document No. 6, was given by him upon the Finance Minister.

A telegram (No. 6) was forwarded to the Finance Minister, and brought forth in reply Nos. 7 and 8. Had this order been complied with, and a warrant sent to the Bank of Montreal to place to the credit of the Assignee, after payment of charges, the amount then due the insolvent, a sum of between six and seven thousand dollars would have become available to the Estate. But Weir never intended this order to be carried out, and set off next morning to Ottawa, where he had interviews with the Finance Minister. The effect of his influence with the Minister is apparent in the subsequent telegrams and letters.

Sir Francis places himself in the position of champion of his immaculate agent, and holding, as he no doubt did, the key of the position, dictates terms to the creditors.

It appears that on the very morning of Weir's leaving to see the Minister, a warrant was out for the arrest of Weir for obtaining money under false pretences; and this was notified to Sir Francis by the Assignee in his telegram of that day.

Whatever the result of the charge may be, and we are informed that sound legal opinion has been given that the charge is well-founded, the creditors of the Insolvent have nothing to do with it.

But what does Sir Francis mean by telegraphing about *molestation* of the Insolvent? Does he consider that the legal means made use of by creditors to make an Insolvent disgorge his assets to them, constitute molestation? Or is he striving, on the representations of the Insolvent himself, to make terms for one accused of a criminal offence?

The creditors were justly indignant at this despatch; but of course felt themselves, as they were, in the power of the Finance Minister; and that without taking what he graciously dictated to them they would get nothing at all. On the principle that half a loaf is better than no bread, they consented to take \$5,000 in full of all claims against the Insolvent, on the guarantee of the Bank of Montreal.

Since this settlement was unwillingly agreed to, creditors have been informed that the Insolvent has been exhibiting a despatch, or warrant from the Finance Minister, indicating that a larger sum than that he handed over to his creditors is to be given to his wife.

Hence the pitiable conviction, that a Minister of the Crown has become a party, with his confidential though bankrupt agent, to measures which have the appearance of defeating the provisions of the law, and which have thus enabled the latter to keep back a considerable portion of his Estate from those to whom it is justly due.]

“O TEMPORA! O MORES!”

MONTREAL, 26th April, 1870.

Date of recon-  
veyance of Sub-  
Treasury to In-  
solvent.