

these cases have been cited by me, not so much to show the amount of losses specially incurred, as to particularize the class of cases to which our responsibility extends, and to call attention to the fact, that cases which have occurred once may and probably will occur again.

MONDAY, 19th March.

W. F. Coffin, Esq., again examined by the Committee.

27. In the case of *Bowman vs Dawson*, No. 1250, which you cite as an example, in which you paid costs and charges to the extent of £32 8s 2d currency, have you no hope of recovering the amount? please to explain.—I am very sure we have no means of recovering the amount. The lands were seized by one Enoch Holt, a Bailiff of the Court of Queen's Bench, (but not one of ours); he seized the lands of another person by mistake, and thus made us responsible for that amount.

28. Can you inform the Committee as to who employed Holt?—I cannot; we would not employ one who is not bound to us, if we could find one who is bound to us; and our practice has been to allow the attorneys concerned to employ the Bailiffs themselves, in remote parts of the country. In this particular case, I rather think that Holt was employed by the attorney.

29. Can you in a day or two ascertain and state to the Committee, who was the attorney, and who employed Holt?—I will endeavour to do so. The attorneys of record in the case *Bowman vs Dawson*, were Messrs Fisher and Smith; Mr. Drummond was attorney for the opponent, Buchanan; Holt was employed by Messrs. Fisher and Smith.

30. Are you now ready to answer in detail the 26th question?—I will endeavour to do so on Wednesday next.

FRIDAY, 23rd March.

W. F. Coffin, Esquire, again examined by the Committee.

31. Without reference to probabilities, please to state whether you have suffered loss in any other cases than those which you have just enumerated?—I cannot at the moment recall facts.

32. Have you accounted in detail for all the cases cited in your letter to Mr. Secretary Leslie?—I have.

33. How were you engaged before your appointment as Sheriff?—I am an Advocate by profession, and at the time of my appointment to the office of Sheriff, I held the office of Commissioner of Police for the Province of Canada.

34. Will you favour the Committee with a copy of that Commission?—I will. (See Appendix C.)

35. How long had you been called to the Bar before your appointment as Sheriff?—I think I was called to the Bar in 1836.

36. In how many cases were you engaged before your appointment?—Very few.

37. Had you six?—I was professionally associated with C. R. Ogden, Esq., in the summer of 1838, who was then the Attorney General, and as so associated with him, I had several cases at the Quebec Bar, and I had also several at the Montreal Bar prior to that.

38. Did it occur to you in the case of *Durocher* against Mount, that the difficulty in which you were placed, is the result of your own mistake?—The difficulty in which we were placed arose from the

mistake of a clerk, which occurred (if I err not) during a pressure of public business. For this mistake we were liable, hence a portion of our responsibilities.

39. Have you in fact lost any thing in the way which you have alluded to?—No, we have not, but we have serious apprehension that we will.

Mr. Coffin handed in the following two memorandums:—

1st. The Committee having expressed its readiness to receive any details as to the operation of law or of forms of law which impose responsibility, and justify the claim to adequate compensation, I would beg leave to call the attention of the Committee to the risk which has been hitherto incurred from the manner in which we have been induced, I may say, from force of circumstances, compelled to execute writs of execution *de bonis*. These writs are of course executable throughout the whole extent of this very extensive District. The execution of them is very often a mere preliminary, but indispensable, from the return being frequently, if not for the most part "*nulla bona*," nothing. Strictly speaking, we ought to execute these writs through our Bailiffs, but as in most cases the probability is, that the proceeds of sale, if any, would not suffice to pay the expenses of a man sent from Montreal to an indefinite distance into the country, we have, to meet the public convenience, and to obviate costs and charges to the parties, been in the habit of confiding our warrant in the writ "*de bonis*" to the Plaintiff's attorney, allowing him to transmit it in the most economical way to the residence of the defendant, and to cause it to be there executed by any Bailiff of the Court of Queen's Bench, whether such Bailiff has given security to the Sheriff or not. We in fact assume a heavy responsibility to convenience the public, for it does occasionally occur that these writs *de bonis* are productive of large sums of money, which the Bailiff, from inexperience, or a hasty desire to perform a duty he does not exactly understand, may pay over to the wrong person, or which, being in no way personally liable to the Sheriff, he may appropriate to his own purposes, or which, from ignorance, he may fail to levy and return in a proper and legal form, in all these cases making the Sheriff responsible and liable for his errors or inadvertency. It is difficult to assign a limit to our liability in this matter, as cases of which we have long since lost sight may at any time be brought up against us. In fact I look upon the responsibility of the Sheriff's office, in these as well as in other cases, to be, in the words of one of the ablest and most respected members of the Montreal Bar "not so much that of which he knows anything as that of which he does not." This gentleman would I am sure, if invited by the Committee, give the benefit of his testimony and of his professional experience to this effect.

2nd. I wish to call the attention of the Committee to the disbursements which we are compelled to make in the matter of printers charges, and to the risks and responsibilities involved therein. In the execution of writs *de terris*, writs against lands, it has been the practice in the Sheriff's office, from a period antecedent to my association in it, when the seizure has been made and the property so seized is so far known as to be capable of description, to send such description, in compliance with the law, to the *Quebec Official Gazette*, for publication previous to sale. The publications continue during a period of four months, and the expense is charged against the office of Sheriff. The printer of the *Quebec Official Gazette* sends in his bill for payment every three months, and up to a late period, has been paid in full upon a simple verification of the fact that the publications charged had been made under our instruc-