

New York, and not by Quebec. Orders for shipments by the spring vessels are often received in the fall. The witness has often received his goods for the ensuing spring by the fall vessels; but is not aware whether this is a general practice. The Plaintiff's goods arriving in June would be too late for the market. The witness knows that Bridge commenced business without capital, but he was sober and steady. The profits on retailing are usually 20 per cent. A still larger per centage is sometimes realized; but from 20 to 25 per cent is the average profit. Bridge's purchase, to which I alluded before, from Le Roy & Co. amounted to only £30. In ten or fifteen months from his purchase of Plaintiff's entire stock, Bridge failed. Bridge's credit was bad during the summer months. Witness is doubtful whether Bridge ever took up any of his notes. In the end of 1830 or beginning of 1831, Bridge made an assignment of his estate and effects. The brother of witness was a creditor, and co-assignee with Mr. Shedden—and his effects came into the hands of witness' brother.

Mr. DAY was then proceeding to prove various facts by documentary evidence, when Mr. WALKER, to save the time of the Court and Jury, consented to admit them.

Mr. WALTER FIELD was then sworn, and examined by Mr. DAY, to the following effect. I am a merchant in Montreal, and have known Blanchard for a number of years, six or seven. I am acquainted with Blanchard's business in 1823, and during the early portion of 1829. I thought he was doing a tolerable business—so much so, that it appeared to me good enough to induce me to entertain the idea of entering into partnership with him. I proposed investing in his business the amount of capital I then possessed. From conversation with the Plaintiff, and from an inspection of his daily sales, I offered to invest the whole amount of my capital with him. My capital amounted to £80. I was persuaded to do this, not from an intimate knowledge of his circumstances, but from the amount of his daily sales. I had full confidence in him, and lent him about £29. When I engaged in other business in 1829, he returned this sum to me. After this I had no further communication with him or his affairs, and, therefore, cannot say whether his credit had suffered. In January, 1830, I heard of his arrest by the Defendants, and was surprised. Blanchard once shewed me a letter from England favourable to his credit there. In consequence of this letter, he informed me, he had it in contemplation to extend his business. I conceive that the arrest was injurious to the Plaintiff, considering his prospects at the time. It must have affected the Plaintiff's credit in England. I was in the habit of seeing Plaintiff occasionally in January, 1830. I saw him about the streets, and heard no rumour that he was about to run away. It is my belief, that had he not been arrested, had he continued in business, and extended his credit, he could have negotiated the Bills he held, and paid the Defendants. Bridge become insolvent in the August or September of 1830, and till then his credit was good. He frequently borrowed small sums from me, and always returned them.

Cross-examined by Mr. WALKER,

I know nothing of Blanchard's affairs since the middle of 1829. When he began business in 1823, he had no means that I am aware of. It was in the autumn of 1823 that I first thought of connecting myself in business with him. I had then in my hands about £2000. Mr. Hobart supplied me with leather; I was to be paid a commission, and return the proceeds to Mr. Hobart. I was not acting as Mr. Hobart's agent, and no co-partnership existed between him and me. It was in January, 1829 I first heard from Blanchard that he had credit in England. He never represented himself to me as possessed of capital. I cannot say whether any house in town, in the month of January, 1830, would have given Blanchard credit to the amount of £10. The credit of Blanchard and Bridge being united, would, I think, have secured the payment of the notes. A note of nine or twelve months might, I think, be received as collateral security; but I cannot point out any house in town which would have discounted Plaintiff's notes indorsed by Bridge, at six or nine months. By depositing notes for £100, I think he might have got £50. Blanchard spoke to me of his intention to get exchange on England. Such exchange can only be procured here for money, or the very best paper. I do not think Blanchard or Bridge's