

he leaves his name on the premises for some time—this is more likely to occur when the party leaving enjoyed a good credit.

Cross-examined by Mr. WALKER,

My only knowledge of Bridge arose from his small purchases at Mr. Young's. The credits were for small sums. These small debts were collected in the usual manner, by calling for them, and then they were paid. I, myself, purchased the stock in trade of Mr. Bruneau, and left his name on the premises for some months. Bridge put his own name on the store he had from Plaintiff, a short time after he acquired it from him. The object of leaving the name over the door, is to secure the custom of those who dealt with the former occupier. I cannot assign any reason why Bridge should have been induced to leave the Plaintiff's name over the door. I do not suppose merchants would grant credit to me, because Bruneau's name was over my door.

The evidence of DANIEL BRIDGE, as taken under a *Commission Rogatoire*, at New York, on the 25th Sept. 1833, was here put in and read, to the following purport:—

I know the Plaintiff, but only know the Defendants by sight. I was a merchant hatter at Montreal, in November and December 1829; and in the latter month, I purchased from the Plaintiff, hats, trimmings, and hatting tools, to the amount of £460, Halifax currency, by notes of hand, payable at different times. Plaintiff was a hat merchant at that time, and engaged in the importation and manufacture of hats. The Plaintiff dealt both by wholesale and retail. Part of the stock transferred to me by the Plaintiff, was old stock. The new hats had been previously purchased by Blanchard from the Defendants. I gave promissory notes in payment for the stock of the Plaintiff. There were nine notes in all, drawn by me. Two or three of them, I think, were made payable to, and endorsed by, N. Parker; the others were made payable to the Plaintiff—the first was at three months after date—the others at intervals of a month, except the last, which was at one year from date, and all without interest. They were each for £50, except the last, which was for £60. The sum at which I purchased the Plaintiff's entire stock, was its just value. I understood the Plaintiff's motives in selling out, and his intentions after were to embark in a wholesale concern. I have no reason to suspect that the Plaintiff intended to abscond from the Province. At the time of the sale to me, I believe that the Plaintiff was solvent—but my belief arises from representations made, and documents exhibited to me, by the Plaintiff himself. Know Mr. Luman Vaughan, and have been indebted to him; but I do not recollect having had any conversation with him relative to the purchase made by me from the Plaintiff. I never told Mr. Vaughan that Blanchard had desired me to keep the transaction secret; and I never requested him not to mention to any one that I had bought Blanchard's stock. I never gave Vaughan to understand that there were any suspicious circumstances connected with the Plaintiff's selling out to me. I never told Mr. Vaughan, or gave him to understand, that Blanchard was about to leave the Province. This is all I know.

To the cross interrogatories, he replied—

I purchased from Blanchard at the invoice price; and the Plaintiff could not realize any profit on them, by his sale to me. The sale consisted of the entire stock, and the lease of the shop. I paid the Plaintiff no consideration for the assignment of his lease. I do not think that my purchase of the Plaintiff's stock was an advantageous one.

Mr. DAY then put in a notarial copy of the sale and transfer by Blanchard to Bridge, which will be found in the Appendix.

This was the Plaintiff's case.

Mr. V  
and Jury  
must be  
far into  
occupy t  
cessary t  
The c  
tensions  
tion up  
that his  
and fati  
ing to a  
the rela  
measur  
That  
ries, at  
ground  
was me  
influenc  
Plaintif  
trayed  
Tha  
terfere  
to the  
and oc  
opinion  
The  
but th  
of la  
Th  
shoul  
dy to  
out d  
stitut  
ly su  
as hi  
absco  
fraud  
exist  
draw  
ing  
to b  
enc  
sion  
Pl  
of  
wo  
gu  
th  
as  
le  
th  
o  
P  
v  
s