

my proposition that His Excellency was ill advised in coming to the conclusion that I was deserving of dismissal from the office of Sheriff, owing to gross mismanagement in the offices of Clerk of the Peace and of the Crown, formerly held by me.

From the wording of your letter of the 23rd, I presume that the mismanagement is included under the second item of the cause of my dismissal, thus covering the complaint of our not having the custody of stolen goods, that Mr. Schiller had never paid over two sums—one of £29 14s. 2½d., proceeds of sale of unclaimed stolen goods, another of £27 5s. 7½d., unclaimed monies, and a sum of £50, received in lieu of bail. In advertent to accusations of this sort, it is right to be scrupulously exact as to the statement of facts, and I will therefore take the liberty of correcting some rather important inexactitudes in this part of your letter.

In the first place the Statute only obliges the Clerk of the Peace to keep a register of such stolen goods as are brought to his office, and the evidence establishes, beyond a question, that none were ever brought to our office, and this for reasons held to be fully sufficient by those whose competency to decide in the matter will hardly be questioned—namely, the Judges of the Criminal Courts and the prosecuting officers. And, I may also add, what scarcely can be unknown to those who have advised his Excellency that this was a sufficient cause of my dismissal from the office of Sheriff, that the practice condemned in my colleague and myself is still continued.

In the second place, it is untrue that the two sums of £29 14s. 2½d. and £27 5s. 7½d. "were never paid to the Government." They were paid to the Government under the directions of the late Solicitor General, Mr. Abbott, on the 2nd day of April last. It is also in evidence that there was no concealment about these monies; that Mr. Brehaut knew that Mr. Schiller had them, and that Mr. Schiller had stated to Mr. Abbott in writing on the 28th of Jan'y., 1863, that he had those monies. It is further in evidence that nothing obliged Mr. Schiller to mention having received one of these sums, as he got it from the High Constable, who had no recollection of the transaction. From all this, then, it is plain that the retention of these two sums was, at most, an act of negligence on the part of an officer who has obtained the reputation from one of your late colleagues, the Hon. Mr. Drummond, of doing the work of two men, of having saved thousands of dollars, if not pounds, annually to the Province, and being the only person in Canada who could fill the place he did. And it is for the reflection of the negligence of such an officer that His Excellency has been advised to dismiss me from an office other than that in which the alleged negligence took place.

As to the £50 received in lieu of bail, it is abundantly established by the evidence of Mr. Carter, that Mr. Schiller, was not legally entitled to take that money, however much he might be justified in so doing under the directions of the Police Magistrate, Mr. Coursoil, and consequently he could not be acting as my mandatory. His taking such sum was not within the scope of his functions, and therefore as Clerk of the Peace I could not relieve him of the money, nor could he dispossess himself of it except on the application of the person by whom it was paid, Mr. Eunis, who being finally examined as a witness, admits that Mr. Schiller repeatedly told him so, and invited him to ask for the money in a legal way. (V. pp. 36-65.)

The charges which seem more particularly to include fraud, are to be found classified under the items of your letter 1st, 3rd, 4th and fifth. I propose to answer then *seriatim* and in as few words as possible.

1st. That we drew Hands' salary although he was never employed as second clerk and messenger. In the version of the report which appeared in the *Herald*, the Commissioners are made to say:—

"Whether he (Hands) received the salary affixed to his name on such pay list or not, the fact of his not having been a clerk in that office for and from the month of March, 1854, to the thirteenth day of June, 1855, is undoubted, and the return of his name as such in accordance with the provisions of the 10th section of the act 13th and 14th Vic., chap. 37, or the payment to him of such salary, was, in the opinion of the undersigned, unwarrantable, the Commissioners finding no evidence whatever of his having acted as such clerk."

By the wording of this portion of the report it appears that the Commissioners abandon the idea of pretending that Hands' was not paid; and they would therefore have it believed, that we drew a salary for a stranger, and committed a fraud for his sole advantage. The improbability of such a story will probably be considered as a sufficient refutation; but in deference to the Commissioners I cannot fail to meet their distinct declaration that they find "no evidence whatever of his having acted as such clerk." The evidence which the Commissioners could not see, is of several kinds, testimonial, documentary and of a presumptive character.

1st. Rene Cottret who was first clerk in the Office during the whole time Hands was represented as having been second clerk, declares that he saw him doing work for the office, as the following question and answer establish:—(V. p. 31.)

"Question—Have you not seen Hands employed to go messages, fill up or copy papers, or to do other things in our Department, not connected with his duty as constable?"

"Answer—I have."

2nd. Hands admitted that he "used to fill subpoenas, and might copy some documents for Mr. Schiller, when he called upon me." (V. p. 18.)

Again, in the six pay lists, which were all signed by Hands, the nature of his office is set forth in a printed form, and the signatures are all to be found under this formal certificate: "We do hereby acknowledge having received the amount opposite our respective names in full salary to date." (V. p. 19.)

Again, in a check receipt taken by Mr. Brehaut from Hands, when he paid him a small balance still due him a short time after his engagement as second clerk and messenger ceased, he took the quality in which the Commissioners found no evidence of his ever having acted, This receipt is as follows:—(V. p. 23.)

"Received from Messrs. Delisle & Brehaut, Clerk of the Peace, by the hands of William H. Brehaut, Esquire, the sum of five pounds currency, being the balance in full payment of salary, as second clerk in their office up to 30th June, 1855, and for which I have signed the usual receipts in the pay lists."

"Montreal, 28th July, 1855."

(Signed)

WM. HANDS."

3rdly. In addition to this, we have Mr. Brehaut's statement under oath, in which he says:—(V. p. 72.) "That he (Hands) acted as clerk and messenger." We have also Mr. Schiller's statement, likewise under oath, in which he says:—"I can say, as regards Mr. Hands, that I frequently employed him in the office in making subpoenas and copies of official documents at the time he refers to in his evidence and to do messages." (V. p. 76.)

To this I cannot do better than repeat the statement under oath; which I filed before the Commissioners, and which is as follows:—(V. p. 40.)

"As to Mr. William Hands, who has deposed that, although returned in the Pay List to Government as a Clerk, he never was such and never