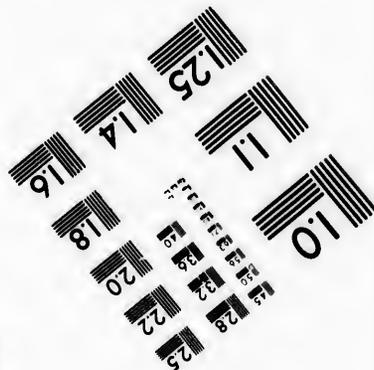
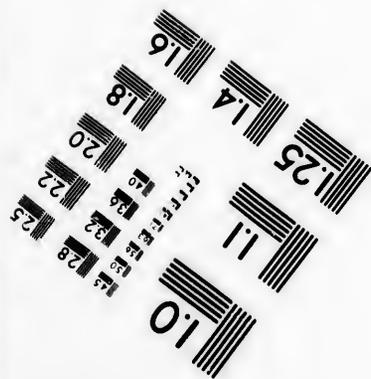
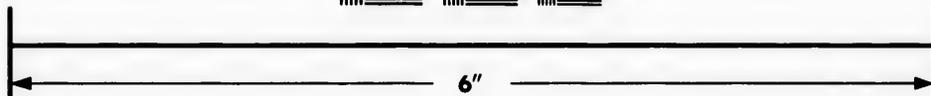
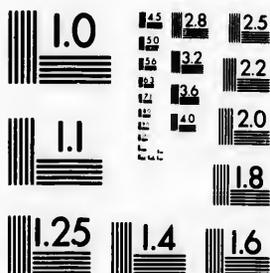


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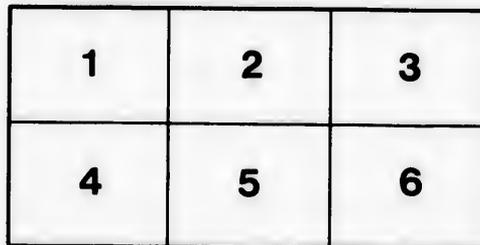
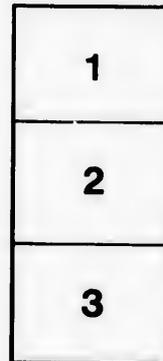
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J. H. M. 115  
1879

INJUSTICE  
IN A  
COUNTY COURT,  
OR  
HOW I WAS SWINDLED  
OUT OF  
FORTY DOLLARS.

---

By W. H. Rogers

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AMHERST, MARCH, 1879.

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HALIFAX, N. S.  
1879.

NS

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2343

# COUNTY COURTS A FRAUD ;

OR

## How I was Swindled out of \$40.00.

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Early in May, 1878, just before leaving home on a tour in the Western Counties, as was my custom in previous years, and having a number of small notes at the Bank, which would fall due before my return, I arranged with J. Z. Bliss, Esq., to take my monthly orders for salary and collect them at the Bank, and with the proceeds, lift my notes—for which service I paid him a certain commission or shave for advancing on the orders, when he did so, before they became due. After arranging for three months' orders, and giving him a list of notes which he was to retire from the Bank, amounting to the sum covered by the orders for three months, there was a note for \$40 in favor of Rufus Embree, which would fall due on the 5th of June, to meet which I left an order for my salary for August, amounting to \$65.33. Out of this, or with this in his hands, Mr. Bliss partly agreed to lift the note at maturity,—that is, he would do it if he could possibly do so at the time. I told Page—the endorsee—the same day, or before I left home that I had made this provision for the note, and that if he got notice of dishonor before I returned, to call on Mr. Bliss, who would arrange it.

Page, it appears, got notice, and on the 7th went to the Bank, as he says, and *swears*, (knowing at the time that I had made proper provision for the note, and this he admits under oath,) and told the Cashier, Mr. Chipman, to charge the note to him!! Why did he do this? Who believes he did so! Would any man, even much more benevolent than Mr. Page, have done so? Be it remembered, Mr. Page has sworn and stuck to the statement that "*he thought the note was so charged to him until the 26th*, the day he gave his cheque for it. Let the reader bear in mind this statement, because it will have an important bearing on future acts and statements of this same Page.

I affirm, on the contrary, that he did not tell Chipman to charge it to him, and he made this story to try to account for the note being stamped with the Bank stamp on the 7th. He says that Chipman must have stamped it and omitted to charge it. 1st, The Bank Teller don't do that kind of thing; that is, to omit his duty in that way; 2nd, If he had been requested to do so he would not only have done it, but handed the note to Page then, or the first

time he came in, or if he needed Page's cheque before doing so, and Page had gone out in the meantime, as Page says, he would have laid the note to one side, and called Page's attention to it the first time he came in; but he did not do so; on the contrary, after I came home, on the 15th or 16th of June, I asked Chipman if the note had not been arranged for in some way by Page, (Bliss having told me the same day that he "fixed it.") Chipman said, "No, it is lying here not paid or charged to Page either." "That's strange," I remarked, "Bliss says he fixed it." Now then, if Page swears to the truth when he says he told Chipman to charge it to him, and he thought it was charged to him, would not Chipman have remembered that fact, and told me so at once, and I would then have known what Bliss meant by the statement, "Rogers, I fixed that." Be it borne in mind that all these matters took place when it was fresh in the memories of us all. And, more strange than all, when I spoke to Page about it, who, of course, would be the next man for me to see in the true course of natural developments, he did not then tell me that the note was charged to him, and that he had—as according to his own oath he had—Bliss's I O U in his pocket, and having obtained it on his own promise to Bliss to retire my note, why did he not then tell me *that he had Bliss's I O U in his pocket, and he thought the note was charged to him.* Be it remembered I had just gone to him for an explanation of Bliss and Chipman's statements, and with the statement that Mr. Hay was dunning me for the amount of the note, it will be readily seen here, by Page's own admission, that we had this conversation, and, besides, both Page and I have told the very same story as to this conversation, and it occurred, of course, after I came home and after Mr. Hay had called my attention to the matter; yet he neither told me that the note was charged to him, nor that he had the I O U and promised Bliss to pay it; he merely said to me, "*I did not get the money from Bliss, but it will be all right.*" Page and I both swear to this. Why did he make that statement to me instead of the FACTS AS HE THEN KNEW THEM, or instead of what he now swears to, *i. e.*, that he thought the note was charged to him on the 7th, and why did he not then go at once and carry out his promise to Bliss? Or why did he not tell Bliss when he got the I O U that he had had it already charged to himself and would wait on Bliss if he gave his I O U? The answer is clear: *he did not want, neither did he intend to take up that note with his own money if he could help it,* and, besides, he knew I had made proper provision before I left, and which he knew would be attended to in a few days. And now, as I was at home and looking about it, if he had told me the true state of the case, my services in getting it fixed would have ceased, and he would have to waste time in running after Bliss for the money, &c.

*The real facts proclaimed by the stern logic of events, which, after all, are more telling than oaths or declarations, and to which the Court ought to give its due weight in considering the evidence, but which it never attempted.*

“DID YOU GET THAT?”

Mr. Page swears that the first time I met him on the street after coming home on the 12th June, I addressed him in the above words. Why should I use such words to him? I did not expect him to get anything, I never told him to get anything, nor did I tell Bliss to give him anything; I merely told him, as he admits, that if he got notice of dishonor from the Bank when the note matured, to see Bliss, as I had arranged with him to take it up. Both Bliss and Page corroborate this. I had paid Mr. Bliss for looking after my notes, and did not intend that Mr. Page should get the money or anything else from Bliss. How then could I make such an unlikely expression, or ask such a question as that? I never did so. I told him, on the contrary, just what all the natural circumstances proclaim trumpet-tongued, viz.: “Mr. Hay says that note is not paid, Bliss says he ‘fixed it,’ Chipman says it is not fixed, but lying there unpaid. How about it? Do you know anything about it?” “*I did not get the money from Bliss, but I guess it will be all right.*” And why did he answer me in that way? He knew he had Bliss’s I O U in his pocket, and supposed Bliss might have told me so, and as he had not taken up the note as he promised Bliss he would do, and I having told him it was not taken up, and he knowing right well that it was not paid said as a sort of excuse or palliation of his neglect, “I did not get the money from Bliss,” another strong proof logically drawn from his own statement as well as mine and all the circumstances, he never intended to take it up with his own money if he could avoid it.

Remembering the arrangements I made and informed him of before I left home, when Page got the Bank notice on the 7th, he went to the Bank, no doubt, and spoke to Chipman about receiving the notice. The note being close at hand, as all notes due are placed, so that the teller can put his hand on them when called for, Mr. Chipman, thinking that Page was going to retire the note, stamped it, but Page, instead of ordering it charged to himself, which under all the circumstances would be a most unlikely as well as unnecessary thing for him to do, he said something like this, “Rogers told me before he left that he arranged with Bliss to pay this note; probably he (Bliss) don’t know it is due, or likely he will take it up in a day or two, if not, I will see him.” Accordingly, on the 10th, we find Mr. Page in Mr. Bliss’s office, agreeing (as Mr. B. had no money by him that day) to take up the note if he (Bliss) would give him his I O U. This Mr. Bliss agrees to, expecting, of course, to be called upon by Page in a very few days

for the money. But does he go as he then promised and take up the note? No; but he swears now that he thought it was charged to him on the 7th. If he thought so then, why did he not tell Bliss so, and not as they both now swear, *that he said he would take it up on getting the I O U?* And why did he not tell me it was charged to him when I spoke to him about the matter on the 15th or 16th? The thing is clear enough. Page obtained the I O U so that he would be safe if he should be obliged to retire the note, and as he did not consider me as safe as Bliss, he got his security, cared or took no more interest in the matter, and never intended to use his own money unless the Bank should force him to, and having prepared himself for such a contingency, retires from active participation in the affair, notwithstanding his promise to Bliss. It is quite impossible to put any more charitable construction on his subsequent acts.

Mr. Bliss having informed me that he had "fixed it," and Page that he "*did not get the money from Bliss,*" I was disarmed, and concluded that as Page had added that he "supposed it would be all right," or words to that effect, I let the matter rest, when some eight or ten days subsequently Mr. Hay notified me again that the note had not been paid. I then went to Mr. Bliss and told him the story, and as any person may know, he was terribly indignant, and annoyed at Page for not doing as he promised, and I then learned for the first time that Page had Mr. B.'s I O U, and had promised to take up the note. Bliss said he had no money just then, but for me to come down in the morning and he would see what he could do.

In the morning, after breakfast, I received a letter from Ottawa which annoyed me, and which required a long and immediate answer. Before sitting down to write the reply, and being anxious to get that note matter off my mind, I started, at about 20 minutes to 10 o'clock to get the money from Mr. Bliss. On my way down I saw Page, and told him where I was going, and what for. He replied, "As I have Mr. B.'s I O U, you had better pay the money to me instead of the Bank, and I will take up the note." I said, "All right." I said I was in a hurry to get back home, would he be about when I got back. He said he would be on the street somewhere near by. I went to Bliss, got the \$40—one \$20 note and four of smaller denominations—carrying them in my hand. Bliss said, "Page has my I O U." "Yes," I said, "Page is up on the street waiting, and I am going to pay the money to him; that will be proof of payment of I O U." This satisfied Bliss. I ran up, but could not see Page for some little time. Saw him after a while with some other man, walked along by him in a hurry, paid him the money, but never stopped. I looked back, and the other man said something I did not clearly catch. Page looked at the money, nodded as if to say, "All right," and I passed on home and sat down to my writing. This was on the 26th June.

I know, from several letters and matters that this was the day. Bliss paid me the money ; besides, there was still \$23 due me on my order, and which he (Bliss) said he would pay me in a day or two. Accordingly, on the 28th June, he paid me \$10, according to his own books, and as he had no more that day, and as I was going away, he said if I could borrow the balance of \$13 from some person I could give an order on him, which I did, and which he paid to Mr. Upham in a short time. I have sworn positively to the above facts, and both Page and Bliss corroborate my statements, with the exception of the payment of the money to Page by myself, and the second conversation between Page and myself, which took place in front of Atkinson's bread shop. These were vital points to deny, of course, or the \$40 could not be taken out of me, yet each is as natural, and its occurrence as probable as any of the facts corroborated by the oaths of either Bliss or Page, as natural links in the chain of circumstances as those which are not and cannot be denied.

And are they not much more natural than that? 1st, Page told Chipman to charge the note to him, or 2nd, *that he would have paid the Bank 30cts. interest from the 7th to 26th June if he had told Chipman on the 7th to charge it, and it was the Bank's fault, and not his, that they did not ask for his cheque sooner,* or 3rd, that he would not have told me on the 15th that the note was charged to him on the 7th if he thought it was so charged then, or 4th, that Chipman, though being told on the 7th to charge it to him, never asked him for his cheque until the 26th, and this is the reason he gives for the date of the cheque ; or 5th, that Page would not have called upon Bliss for his money inside of five months, when the whole transaction was an I O U, which is always understood to be a very few days transaction among business men, and more especially as he knew that Bliss would not care to pay him interest on my money laying in his hands, as I had paid Bliss for the use of his money, and he (Bliss) was not a borrower, but a lender of money ; or 6th, that the reason he did not call upon Bliss sooner was because he had been robbed in the meantime, when the robbery did not occur until the 17th Sept., nearly three months after!! or 7th, that he would not have told Bliss on the 10th when he got the I O U, that the note was charged to him in the Bank, instead of what both he and Bliss swear did pass between them on that occasion ; or 8th, that I could have done anything else with the \$40 I got from Bliss on the 26th but pay my note with it, as I told Bliss I was going to do when I got the money, and had arranged for two months previously ; or 9th, that I could have paid it to the Bank and not get my note when I did so ; or 10th, that I could have held to the view that I had paid it to the Bank for one hour after I ascertained that Page had my note, which Page and everybody else who heard anything of the affair knows I learned in a day or two after Page called upon Bliss for the money, and although I held the Bank responsible for two

or three weeks after I changed my mind, and told Mr. Hay my reasons for not telling him sooner than I did, when I first relieved the Bank, I had told both Bliss and Page, inside of a week, that I must have paid the money to Page, and they both know this notwithstanding what they told the Court, and many others will remember the same thing, and yet we are asked to believe that Chipman would not have told me on the 51th or 16th when I asked him distinctly and most emphatically (having just come from Bliss's who said, "Rogers, I fixed that,") "Is it not charged to Page or fixed by Page in some way? The answer was not that Page told me to charge it to him but I omitted to ask for his cheque, but he said, "No, it is lying here unpaid," and that it was lying there is corroborated by subsequent developments, and interest 30cts. charged by Bank, and Mr. Hay having told me it was not paid and wanted me to attend to it. And we are asked to believe that although I had been looking after the matter, and Chipman of the Bank knew it and knew that I should pay it and not Page, and was as before expecting Bliss to pay this note as he had others, he asks Page for his cheque 19 days after he (Page) had told him to charge the note to him!! And yet Chipman knew that Page told him to charge to him (Page) on the 7th, and on the 15th or 16th, when I spoke to him, he had forgotten it, and, *presto*, on the 26th he thinks of it, and duns Page for his cheque!!! Who believes this? Who with common sense can believe it?

I think I have now made it pretty clear that the plain and obvious reason why Page did not pay that note until the 26th was that he did not want to pay it with his own money, which was right enough and reasonable enough, especially as he knew the note was already arranged for by the drawer with a man who had the money and would certainly take it up shortly.

It is also clear that the reason he gives for the date of his cheque to retire the note could not be true, but the payment was made that day, and not before, because that was the first day he had the proper money to do it with, and that is the day, I swear, and will swear a thousand times, if necessary, that I paid him the \$40, to retire the note, instead of paying it into the Bank as I intended when I left.

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#### *An Examination of Page's Story.*

When asked why he neither called upon Rogers or Bliss for the \$40, from 26th June until the last of November or first of December, his reply was, "I never looked to Rogers for it; *I had that note and I O U* face up in my cash box, and saw them every time I looked into the box, and knew they were good and on interest, and as Bliss had been robbed in the meantime I did not feel like bothering him for the money." *Benevolent Mr. Page!!* This latter he dinged at all along the line and swore to it before

the Justice of the Peace at first trial, and this was the only reason he gave for not doing so. But he afterwards finds that such a statement would not hold water, because Bliss was not robbed until the 17th September, nearly three months after he had paid the money, and that although Bliss did not expect him to wait over a very few days, and Bliss told me a dozen times since that he could have given him the money the day he gave the I O U, and was sorry now he didn't, and the reason he did not do so was that he never liked to pay away the last he had by him. And all this is corroborated by the fact of Bliss paying me the very money Page held the I O U for, on the 26th, without saying a word about wishing or expecting to wait longer, but was very sorry that he had not given it to Page at first, which would have prevented all the delay. Page knew all this, and when he promised Bliss to pay the note with his own money, expected to get this money from Bliss in a very few days; and this is further corroborated by Page's own acknowledged statement to me on the street, *i. e.*, "I did not get the money from Bliss, but it will be all right." All right how? It would be paid immediately to lift my note lying dishonored. While this man held the I O U in his pocket, and his promise to Bliss in his mind, but both of which he carefully concealed from me, what cared he for his promise so long as his money did not have to be advanced to pay my note? What cared he about my credit, or the injury done to me, so long as he would not be called upon to advance any money. How can his delay in asking for his money from Bliss until about the 25th November or 1st December—five months—he accounted for? He swore before the County Court—being obliged to abandon what he had sworn to before—that the reason, and the only reason, he did not call for it before was that it was on interest and good, and he did not particularly need it; but, when he did call for it, he had as much balance in the Bank to his credit then as he had at any time since he paid the money. This whole story looks badly. Here is the true and only rational cause for it, and it is exactly in unison with all the facts of the case. He did not say anything to me about it before I left home on the 2nd July, although he swears he paid his own money, and admits and knows that I was home and looking after the matter. He says nothing to Bliss about it, *because Bliss has been robbed!!* which did not occur for three months after!!! and, again, because on interest!!! and the I O U was for a few days only. All such money transactions, as this indicates, are attended to in a few days, but, although this piece of paper, according to his oath, is before his eyes often in his cash box, and was understood and known to be a few days' transaction, he makes a five months' affair of it! Magnanimous citizen! generous fellow! this Page!! The truth is, as everybody can see, and plainly see, Page did not call for the money when he should have done so, according to the true spirit and nature of the transaction, because he very well knew then, as all concerned did, that he had no right to call on

anybody for it then, because it was Rogers' money that had retired the note, and not his own—in other words, that I had paid him the money, as I have shown, and he put the papers away at home and found them on or about the last of November, and the transaction, or fact of how I paid it to him, had passed away from his mind for the time being, and he at once sent his son with the I O U to Mr. Bliss for the money, who at once correctly states that he had paid it to me long before. The particulars had also largely passed from my own mind when I first heard of it, but I at once corroborated Bliss's statement, and thought I had paid my note at the Bank, as I had intended when I left the house to get the money, and as I had done for years before. Both Bliss and Page swore that I held to this view for all of a month. It was very necessary for them to do this in order to weaken the true state of the case, as if they could establish that it would look suspicious that I should change my mind and say I paid it to Page after that. But their statement on that point, like others, is untrue, and all the natural circumstances and my own oath contradicts them, and, besides, there are many other respectable people in Amherst who know that I did not hold to that view a week, notwithstanding these men's oaths. Now, I affirm on the contrary, that I had grave doubts on the day I first heard of Page's holding my note. I did not mention it, though, to any person. It was inside of a week that I first told Bliss in his own office. Yes, inside of four days. After that I began to think I paid the money to Page. At or about this time I first discovered that Page had my note. I knew then at once that I could not have paid it into the Bank or I would have had the note, as I thought I had. As soon as I learned this I remembered during the week which transpired between the 26th June and the 2nd July, when I left home, of reflecting upon myself (while seeing Page at a distance) for not asking or getting my note from him, but did not do so on these occasions because he was too far away or I was in too much hurry. At this period, no doubt, the stubb of my note was marked thus "Paid on the 26th June to Page," this was on the stubb of this very note, and yet while I could not swear I made that memorandum on the day the money was paid, but I did, or would swear that it was made when it was fresh on my memory, and not since this trial or latter facts become known, the Judge would not allow this important memo, as evidence, I of course am not lawyer enough to say whether he is right or not, but I do believe that if it had been on the other side there would have been swearing enough forthcoming to have made this evidence, but, as I was not quite sure, did not swear it was, and lost it as evidence, to strengthen my case. Would the man who swore that the reason he did not call for the money for the I O U was one time one thing and when that was too leaky, swore to another reason, be long in making evidence of that memo when it was so *easily done*, I think not, but the money is gone, I leave the public to judge where, and I and my family must try to live with-

out it, I think however that there will not be a boy of ten years of age about here, who will not be able after reading this expose, to point his finger directly to the pocket where my money is. Yes, and the man himself will see, and feel when he has examined this that he has my money.

I could not have paid it in any other direction :—

First—Because there could be no other bill unless it was an execution in the hands of some officer of the law, demanding payment which could be so pressing as this note, but there was no such execution.

Secondly—I had to meet my notes in the Bank, as I always have, or I could not live. My supplies must and would stop, as Mr. Hay knows.

Thirdly—I had no other bills pressing me but what I could pay.

Fourthly—I had still \$23 due me from Bliss which I got, and on the 2nd July I drew \$100 for travelling expences, one half of which I could use at once, as my horse and waggon was earning \$2 per diem when travelling, and so I really had \$73 to use without touching this \$40 which I had provided for this note, two months previously, and for which I was pressed, and to relieve a note with a man's name on the back of it, who I had never asked to endorse for me, and his name was on this one as a renewal of one previous, and to which he put his name to accommodate Mr. Embree, and not me. All these considerations shew plainly that I paid the money in the very place and for the purpose for which I got it, and not at the Bank, but to Page. Who can have charity sufficient to believe that all this has passed from Page's mind? I tried to for a while, but after listening to his ever varying stories, transparent twistings and improbabilities, I can do so no more. That I did not pay it at the Bank is clear, or I would have had the note, and not Page, that I did pay it is clear because of the foregoing reasons. That I paid it to Page is clear, because there was no other person or place to pay it, and I paid it to him, because he took up the note, and on the very day I got the money from Bliss. And that he took it up only after he got the proper money to do it, is clear, because he refused to do so before, although he promised he would, and held the I O U, from Bliss.

These things being true, What of the Court and Jury who tried this case? Could it be a competent court? Could the Judge have had a head sufficiently clear to see through intricate cases, when he failed to comprehend one so simple and transparent as this is? Is such a court a safe institution, to deal with the property or liberties of the people? Has not the introduction of county courts, put very important matters as affecting our liberties and vital interests at the mercy of third rate lawyers, and charlatans. When the fountains of justice are corrupt, God help the people, when they are imbecile and pusillanimousness, they are equally bad. British courts

have hitherto been above suspicion, but I fear these Petty County Courts for obvious reasons, will prove a curse rather than a blessing. Litigation is on the increase. Facilities for law, like the same for dram drinking, multiply the evils or increase litigation, as the bar-room does drunkenness, while the country is heavily taxed to maintain them.

The evidence given by poor Bliss was so extraordinary, it displayed so clearly that grey hairs do not always bring either the goodness of heart or intelligence of brain or mind, that the accumulated years it took to produce them, or the opportunities a christian training and country afford, would justify one in expecting, and ought to produce. He could not understand why I appealed after telling him he should not loose his money, &c., &c. When at that time, he had not paid Page and after he had done so or after he told me he had given some person an order on Judge Morse for the amount, and seemed sorry he had done so, and promised to see Morse and tell him not to pay it, as I called his attention to the fact, and which he admitted, *i. e.*, that he could not collect it from me as he was only paying me the money due me according to partial agreement before I left home, as I had not told him to pay Page \$40, or to give his I O U to Page, but to pay it into the Bank, he admitted this, and I expected him to make the proper effort to collect it from Page, or if it was not paid to Page that he would not do so, and if Page sued him, to call upon me for a witness, and if Page beat him on trial he should not loose his money. But instead of doing this, he went at the dirty work of getting my note from Page, and called him for a witness against me so that I would not only have to meet the note, but Page's crooked stories. And yet wants to know why I appeal, this exposes about as dirty and ungentelmanly, not to say dishonest, a part of his doings as that other nasty mean contemptible trick he did just before the elections, when he told Wm. Greenfield that he would loose his money (if he cashed my orders, after decliining to do so himself and recommending Wm. Greenfield to me as one likely to do so for me in future)—as I would be sure to loose my office after the elections!! This ignorant clown had the impudence to think that either he or any of his kind had influence enough to do that, no matter who won the elections, and the miserable man was saying this of a man who has forgotten more of the institutions and politics of the country than Bliss ever knew or will know, and this simple old man was too ignorant to see the influences at work which in a few weeks would overthrow all the Grit Governments in the Dominion, and would strip himself of office, and not me, influences and results which I knew then, as well as I know now, and gave the very best evidence that I did know, and did not hesitate to state it boldly before the elections when my enemies had the power to turn me out of office. Such a helpless being as Bliss might be dismissed from office without much fear from any quarter, but a man with brains, energy, and ability to defend himself either on the

platform or through the press, against the best or ablest of his enemies, it is not so safe to dismiss from office for very obvious reasons, especially at the beck or nod of a lot of ignoramuses, because he would be apt to make it lively for all concerned, as he is now doing for those who robbed him of the \$40, and always will do and serve all snouts found sticking through his garden fence, and if these people are found rushing about the community in future annoying their neighbours with their swinish inhuman gruntings, their sore noses must plead their excuse, but it will be satisfactory to know that they will not put their noses exactly in that place again, *without first ascertaining whether the keeper of the garden is about or not.* Now gentlemen come right along and show if you can, that my money is anywhere but where I say it is, and show this community, if they can, why it should not keep on burning the pocket that contains it, unless proper compensation is made to its rightful owner. I demand in the name of honesty and in the interest of the rising generation, that my story be proved untrue and falacious, or the proper restitution be made. Some softer victim than I claim to be should be selected on whom to practice such adiabatical swindle as this. Some creature who would lay down and say roll me gently in the mud, roll on, rob and bespatter me as you choose, but I am not of that kind, by a long way. This is a live matter and shall be kept alive until it is made right, or until I am proved in the wrong, not by the five men who sat upon the case, but by a discerning public, and the logic of facts and sound argument, which I claim the foregoing to be. If not let the fallacies be pointed out, and let the judge and jury as well as the witnesses clear themselves of their respective shares in this transparent swindle, honourably, if they can. That I have been robbed is clear. The way in which it was done, and the machinery through which it was affected, I dont hesitate to say is a burlesque on common justice, and exposes a state of matters dangerous to society. When I say this I am at the same time quite aware of the careless manner, in which I did the business, but my carelessness is no justification for those who took the dishonest advantage of that carelessness, and turned it to account in transferring \$40 from my pocket into anothers, where it did not belong. If society is at liberty to do these things, and courts can be found sufficiently stupid to allow such matters to pass through them undetected and unpunished, the sooner such courts are abolished the better. The country is full of notes laying in the wrong hands. Mr. Hillson had, till a few days ago, a note of mine for \$75, paid three or four years ago, and if he had given it to a lawyer to collect I would have been helpless, although I knew it was paid. If men are to take advantage of each other, and succeed in robbing in this way, there is no redress left to honest people, but use the rights and liberties guaranteed to every British subject, wherewith to make wrongs right, viz., the platform and the press. To these I am driven by imbecile courts and bad men. I cheerfully

invite these worthies to the bar of public opinion. If I fail there I must be wrong if I have the ability to put my case fairly. But that wont be the case in this instance. My case is too clear, and is one that concerns too many people not to be interesting. If I can be swinded in this way, who knows who will be the next victim. And if courts of justice don't administer justice, but the man with the worst case, and who tells the most crooked story, to sustain it is sustained. The court fails to fulfill the ends intended, and ought to die.

But I will be told that the possession of the note by Page gave him the advantage in law, and our oaths being of equal value in law, the possession of the note does and should turn the scale. I am aware of, and readily admit, the justice of all that, but are not Page's statements, as well as mine, to be judged of in the light of our acts and statements in relation to this matter, as I have detailed, as well as the telltale circumstances which are sufficiently strong and clear in my favor to hang the best man in town, if there was a man murdered and his whereabouts was to be ascertained as the whereabouts of my money is? Who can doubt in the light of the foregoing who *murdered* my money.

I speak strongly, but justice demands that I should. When people cry Peace, Peace, where there is no peace or justice; justice, where it is not to be found, a moral malaria is the result, and eventually, disease and death. Public opinion properly and fearlessly expressed, is the best preventative for the repetition of such swindles as this. If the reckless conduct of careless judges and pusillanimous juries, were often made the subjects of public criticism, justice would be oftener obtained.

Mr. Bliss takes an order for my salary worth \$65.33, and agrees to pay my note at maturity, Page the endorser, calls upon him for the money, which he has not by him at the time, Page agrees with Bliss to retire my note for Bliss if he would give him, Page, his due bill, he does so and with this in his hands, he retires my note, thus paying my note with my money, still, keeping my note, which he retires and sells it to Bliss, who sues me for the same note and recovers, and the judge says this is law, justice and equity, and gives judgment accordingly !!! While Bliss got his money before from the Bank on my order, and I am thus compelled to pay my note twice, once at the Bank by Page, and now to Bliss, and this is called justice, in our County Courts. If this had been done a hundred or two hundred years ago somebody's head would have fallen off.

Some may think that this is too trifling a matter to push into so much prominence. My enemies, and those who will be immediately affected by this exposee, will doubtless feel and say so, but I do not choose to consider it my duty to consult such people. I owe a duty to myself, my family, and friends, as well as to society in this matter. I have done no act in my life that I am not prepared to meet and submit to the arbitrament of sound argument, and the logic of facts,

and I am determined that my worst enemy shall not, without using inexcusable falsehoods, have reason to slander me, on any matter. Ignorant unprincipled paltrons may do that behind my back, but there is no man in Amherst who dare, over his own signature or in person on the platform, meet me on any act of my whole life, and I dont intend that any capital shall be made out of this.

I know I have been unfortunate and not heretofore been able to pay all my obligations, honorably, but the honourable discharge of every dollar I fairly owe, is only a question of a few years, with my present income whether outlawed or not, and before I shall own a house to shelter my family, honest debts should never be out-lawed with honest people, nor shall they with me. I have paid many such, and will again. How many of my slanderers would do as much.

The highest ambition of my life has been to so live, that after I pass away no act of mine will be calculated to bring a blush to the cheek of any of my children, hence I do not intend to leave them without the very best evidence that can exist as to where the \$40 referred to, is.

