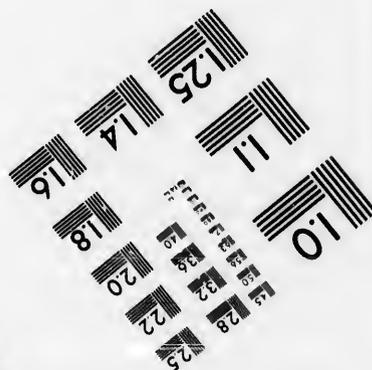
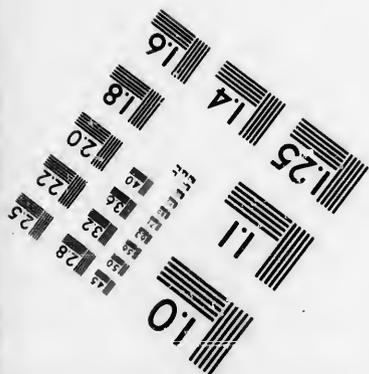
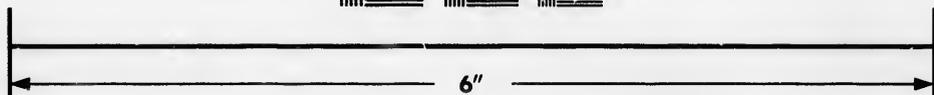
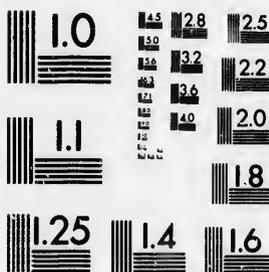


**IMAGE EVALUATION
TEST TARGET (MT-3)**



**Photographic
Sciences
Corporation**

23 WEST MAIN STREET
WEBSTER, N. Y. 14580
(716) 872-4503

24
28
32
36
40
44
48
52
56
60
64
68
72
76
80
84
88
92
96
100
104
108
112
116
120
124
128
132
136
140
144
148
152
156
160
164
168
172
176
180
184
188
192
196
200

**CIHM/ICMH
Microfiche
Series.**

**CIHM/ICMH
Collection de
microfiches.**



Canadian Institute for Historical Microreproductions / Institut canadien de microreproductions historiques

© 1986

11
15
19
23
27
31
35
39
43
47
51
55
59
63
67
71
75
79
83
87
91
95
99
103
107
111
115
119
123
127
131
135
139
143
147
151
155
159
163
167
171
175
179
183
187
191
195
199
203

Technical and Bibliographic Notes/Notes techniques et bibliographiques

The Institute has attempted to obtain the best original copy available for filming. Features of this copy which may be bibliographically unique, which may alter any of the images in the reproduction, or which may significantly change the usual method of filming, are checked below.

L'Institut a microfilmé le meilleur exemplaire qu'il lui a été possible de se procurer. Les détails de cet exemplaire qui sont peut-être uniques du point de vue bibliographique, qui peuvent modifier une image reproduite, ou qui peuvent exiger une modification dans la méthode normale de filmage sont indiqués ci-dessous.

- | | |
|--|--|
| <input type="checkbox"/> Coloured covers/
Couverture de couleur | <input type="checkbox"/> Coloured pages/
Pages de couleur |
| <input type="checkbox"/> Covers damaged/
Couverture endommagée | <input type="checkbox"/> Pages damaged/
Pages endommagées |
| <input type="checkbox"/> Covers restored and/or laminated/
Couverture restaurée et/ou pelliculée | <input type="checkbox"/> Pages restored and/or laminated/
Pages restaurées et/ou pelliculées |
| <input type="checkbox"/> Cover title missing/
Le titre de couverture manque | <input checked="" type="checkbox"/> Pages discoloured, stained or foxed/
Pages décolorées, tachetées ou piquées |
| <input type="checkbox"/> Coloured maps/
Cartes géographiques en couleur | <input type="checkbox"/> Pages detached/
Pages détachées |
| <input type="checkbox"/> Coloured ink (i.e. other than blue or black)/
Encre de couleur (i.e. autre que bleue ou noire) | <input checked="" type="checkbox"/> Showthrough/
Transparence |
| <input type="checkbox"/> Coloured plates and/or illustrations/
Planches et/ou illustrations en couleur | <input type="checkbox"/> Quality of print varies/
Qualité inégale de l'impression |
| <input type="checkbox"/> Bound with other material/
Relié avec d'autres documents | <input type="checkbox"/> Includes supplementary material/
Comprend du matériel supplémentaire |
| <input type="checkbox"/> Tight binding may cause shadows or distortion
along interior margin/
La reliure serrée peut causer de l'ombre ou de la
distorsion le long de la marge intérieure | <input type="checkbox"/> Only edition available/
Seule édition disponible |
| <input type="checkbox"/> Blank leaves added during restoration may
appear within the text. Whenever possible, these
have been omitted from filming/
Il se peut que certaines pages blanches ajoutées
lors d'une restauration apparaissent dans le texte,
mais, lorsque cela était possible, ces pages n'ont
pas été filmées. | <input type="checkbox"/> Pages wholly or partially obscured by errata
slips, tissues, etc., have been refilmed to
ensure the best possible image/
Les pages totalement ou partiellement
obscurcies par un feuillet d'errata, une pelure,
etc., ont été filmées à nouveau de façon à
obtenir la meilleure image possible. |
| <input type="checkbox"/> Additional comments: / [Printed ephemera] 1 sheet (verso blank)
Commentaires supplémentaires: | |

This item is filmed at the reduction ratio checked below/
Ce document est filmé au taux de réduction indiqué ci-dessous.

10X	12X	14X	16X	18X	20X	22X	24X	26X	28X	30X	32X
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

The copy filmed here has been reproduced thanks to the generosity of:

Manuscript Division
Public Archives of Canada

The images appearing here are the best quality possible considering the condition and legibility of the original copy and in keeping with the filming contract specifications.

Original copies in printed paper covers are filmed beginning with the front cover and ending on the last page with a printed or illustrated impression, or the back cover when appropriate. All other original copies are filmed beginning on the first page with a printed or illustrated impression, and ending on the last page with a printed or illustrated impression.

The last recorded frame on each microfiche shell contain the symbol \rightarrow (meaning "CONTINUED"), or the symbol ∇ (meaning "END"), whichever applies.

Maps, plates, charts, etc., may be filmed at different reduction ratios. Those too large to be entirely included in one exposure are filmed beginning in the upper left hand corner, left to right and top to bottom, as many frames as required. The following diagrams illustrate the method:



L'exemplaire filmé fut reproduit grâce à la générosité de:

Division des manuscrits
Archives publiques du Canada

Les images suivantes ont été reproduites avec le plus grand soin, compte tenu de la condition et de la netteté de l'exemplaire filmé, et en conformité avec les conditions du contrat de filmage.

Les exemplaires originaux dont la couverture en papier est imprimée sont filmés en commençant par le premier plat et en terminant soit par la dernière page qui comporte une empreinte d'impression ou d'illustration, soit par le second plat, selon le cas. Tous les autres exemplaires originaux sont filmés en commençant par la première page qui comporte une empreinte d'impression ou d'illustration et en terminant par la dernière page qui comporte une telle empreinte.

Un des symboles suivants apparaîtra sur la dernière image de chaque microfiche, selon le cas: le symbole \rightarrow signifie "A SUIVRE", le symbole ∇ signifie "FIN".

Les cartes, planches, tableaux, etc., peuvent être filmés à des taux de réduction différents. Lorsque le document est trop grand pour être reproduit en un seul cliché, il est filmé à partir de l'angle supérieur gauche, de gauche à droite, et de haut en bas, en prenant le nombre d'images nécessaire. Les diagrammes suivants illustrent la méthode.

AN EXPOSURE

OF THE LAW PRACTICE, OF CANADA

To the Legislative Assembly of Canada, in Session at Ottawa, in the Year 1848.
By
Marcus Gunn, (Ed. Observer, St. Thomas, C. W.)

Humbly Sheweth,

That in July and August 1847, Mr. Joseph Cowley, of London, C. W., late proprietor of a paper called the *London Times*, was pressing upon your Memorialist to rent or purchase of him a Printing Press and materials then belonging to him at St. Thomas: Being always addressed by him on the subject whenever he happened to meet your Memorialist on the street, at length, about the beginning of the month of September, your Memorialist wrote him a note offering to rent the establishment, and conditionally to purchase, and giving him a month, and no more, to decide the question; that on the expiry of this month Mr Cowley was from home, the way of Hamilton, Toronto, &c., and not attending to this matter, your Memorialist considered the treaty about the Press, &c. abandoned; and advised him of the same on his return, sometime in October following. That on the 11th November afe wards, Mr. Cowley having met Mr. Joseph Forsyth, late merchant of London, and knowing him to be in your Memorialist's special confidence, brought him to his house, and introduced the subject of the St. Thomas printing establishment and began *de novo* to negotiate about it. That your Memorialist announced to him, briefly, that he was disinclined, and resolved to have no more intercourse on that subject. That, meanwhile, Mr. Forsyth began to advise your Memorialist to listen to some new proposition which Mr. Cowley might then advance. After a good while, of hesitation, your Memorialist stated, [Mr. C. being then present,] that he would commit any new treaty on the subject to the care of Mr. Forsyth, as your Memorialist's agent in the matter, to which all parties agreed. That in the course of the same day, Mr. Forsyth informed your Memorialist that he had concluded a bargain with Mr. Cowley by the purchase of the St. Thomas printing establishment, on your Memorialist's account, for £115 at twelve months, upon a conjoint note, approved by Mr. Cowley. That in pursuance of this, on Saturday the 13th day of November, Messrs Cowley, Forsyth, and your Memorialist went to St. Thomas and perfected the purchase by Mr. Cowley delivering possession of the said Printing Office and Materials to your Memorialist in presence of Mr. Forsyth. By this act the transaction was completed in a regular and business like manner. That in May or June, 1848, Mr. Forsyth went to reside in the United States, whereupon Mr. Cowley being apprized thereof; and thinking thereby that Mr. Forsyth's evidence to prove his agency for your Memorialist in the purchase of the Printing Office aforesaid, would be impossible for your Memorialist to procure: he seemed, hence, to scheme and speculate upon these premises. Some day in June, of the year mentioned, your Memorialist was astonished by the receipt of a letter at the post office from Mr. Horton, Mr. Cowley's law agent, demanding rent for the said printing office, under the threat of expenses, &c., &c. On this occasion your Memorialist could not think that he was really in earnest. Could not imagine that even Mr. Cowley would venture the exposure of a suit on premises so ridiculous and unprincipled: To pay rent for a thing after having bought it. On the approaching maturity of the Note for £115 given as payment, Mr. Cowley was offered payment; but he always insisted that he would appropriate, out of the £115, £26 for a year's rent, (meaning interest,) and credit the balance on the Note which he refused to give up. To get rid of this annoyance, your Memorialist told him that he might have the rent mentioned and the Printing Press, &c. if he would return the Promissory Note mentioned. This he would not do, but in a treacherous, mean manner, put the Note, for £115, in suit before the expiry of the usual days of grace. Your Memorialist then sought advice of Mr. Daniels, Solicitor, in London, who becoming acquainted with the circumstances of the case advised a defence—which he undertook—and expressed his certainty of non-suiting him in consequence of his, Mr. Cowley's, demand for rent, which was evidently a virtual negation of the sale and purchase for which the said promissory note was given. But shortly thereafter, it so happened, that Mr. Cowley's Attorney, (Mr. Horton,) by some inflexible or absolute rule of court, obtained what is termed a "snap judgment" against your Memorialist. This was occasioned by Mr. Daniel's sudden and unexpected call to Toronto on the occasion of his Father's accidental death, by which a certain item in the process was neglected, and which virtually sacrificed Truth, right and justice to court formality. This is your Memorialist's indelible impression. It entailed upon him about £65 of expenses. This snap judgment against your Memorialist was followed, instantly, by an execution which he had to satisfy. That shortly afterwards Mr. Cowley sued your Memorialist again, in the London District Court for the rent mentioned, £26, upon the premises of an advisory note of September 1847, referred to, offering 10s c'y. per week of rent for the printing establishment in question, which proposition was superseded, as will afterwards appear; but upon which he obtained another judgment against your Memorialist, with costs, by the verdict of as incompetent, ill educated and stupid looking a jury as ever could appear impanneled, under the hasty advice, to say the least of it, of the late Mr. Givins, Judge of the London District inferior Courts, then laboring under the disturbing effects of a malady which soon thereafter issued in his dissolution: Your Memorialist became an innocent sufferer in these matters, by Mr. Cowley and his Attorney, Mr. Horton, taking advantage of Mr. Forsyth's absence from the province, and the absurd and unreasonable law which invalidates an affidavit made before a Judge of one of the courts of the United States. Mr. Forsyth's Affidavit was received by Mr. Daniels just at the time when it was to be used; but found inadmissible because not made in Canada. Thus frustrating the administration of truth and justice, and favoring, in this case, injustice and oppression.

The following is a copy of the affidavit alluded to. The facts stated therein will evince the unrighteous treatment which your Memorialist experienced in this matter, entailing upon him, on the whole, a loss of about L.100.

IN THE DISTRICT COURT OF THE DISTRICT OF LONDON.

JOSEPH COWLEY, Plaintiff,
vs.
MARCUS GUNN, Defendant,

Joseph Forsyth, of the City of Buffalo, in the State of New York, one of the United States of America, Gentleman, late of the town of London, in the District of London, maketh oath and saith, that he is personally acquainted with the

* Application - affidavits were used by the Government of Buffalo - It was at decision in the Court of the District of London, that the affidavits were used. In this case it was of the Plaintiff's affidavit that he had been used.

Plain.tiff and eight hundred Printing Press same for the th: defendan terest. Dep Types and a Deponent for former agree on further se Defendant to that at the ti conary ther fendant: and no sum great for the said E

Sworn b on the A. D. 1849.-

In conclus the formality ceousness a memorialist, by him from the your Memor

Letter of J

M. Gunn,

United States leave for Buff

This instan ce. It is in United States wherever relational excepti our Statute L present?

The under expressive of Printing Office

"Your surpr scheme so dee this long date, the depth of bi it transpired y estimation, is a will not in the thought \$400 the opening at meet it, I thou

I think, I n cent story in positive, beca have kept gur To this, wit difficulty in de act. * * *

*N. B. - T covert of law.

S. Mch
Cov
ex
acc

EXPOSITION

OF CANADA, BY WAY OF A MEMORIAL

Canada, in Session May, 1850.---The Memorial of Thomas, C. W.)

late propriet-
 ase of him a Prin-
 sessed by him on the
 the beginning of the
 nd conditionally to
 xpiry of this month
 is matter, your Me-
 on his return,
 ving met Mr. Joseph
 fence, brought him
 de novo to negotiate
 resolved to have no
 memorialist to listen to
 tion, your Memorial-
 ct to the care of Mr.
 e course of the same
 ley by the purchase
 elve months, upon a
 h day of November,
 ase by Mr. Cowley
 nce of Mr. Forsyth,
 May or June, 1848,
 ereof; and thinking
 he of the Printing
 scheme and specia-
 as astonished by the
 ut for the said print-
 ld not think that he
 of a suit on premises
 pproaching maturity
 sisted that he would
 balance on the Note
 t he might have the
 ed. This he would
 y of the usual days
 coming acquainted
 sed his certainty of
 a virtual negation
 after, it so happened,
 ined what is termed
 en and unexpected
 in the process was
 your Memorialist's
 inst your Memorial-
 s Mr. Cowley sued
 the premises of an
 nting establishment
 he obtained another
 nd stupid looking a
 Mr. Givins, Judge
 y which soon there
 ers, by Mr. Cowley
 ace, and the absurd
 courts of the United
 be used; but found
 l justice, and favor-
 nce the unrighteous
 hole, a loss of about

Plaintiff and Defendant in this cause. That upon the eleventh day of November, in the year of our Lord one thousand eight hundred and forty-seven, he, deponent was employed as an agent of the defendant to purchase from the plaintiff a Printing Press with the Types and apparatus then in the town of St. Thomas; that deponent at that time purchased the same for the defendant for the price of One hundred and Fifteen pounds, for which sum a promissory note was given by the defendant, jointly, with John Sutherland, Donald McPherson and the Deponent, payable one year after date without interest. Deponent further saith, that One hundred pounds was the sum which was to have been paid in cash for said Press, Types and apparatus; but as the time of payment was extended for one year, the sum of fifteen pounds was added.— Deponent further saith, that it was then and there positively understood between the Plaintiff and Defendant, that all former agreements between them should be canceled, and that the same were canceled and done away with. Deponent further saith, that he has been informed that this action has been brought to recover rent alleged to be due from the Defendant to the Plaintiff for the use of said Press, Type and apparatus above mentioned. Deponent swears positively that at the time of the sale, above mentioned, that no agreement was made between the parties for rent; but on the contrary thereof, the said Press, and materials thereto belonging, were sold absolutely by the Plaintiff to the Defendant: and it was expressly understood that all former agreements between them were done away with; and that no sum greater than that for which the said note was given should be paid to the said Joseph Cowley by the Defendant for the said Press and Materials.

Sworn before me, at Buffalo, }
 on the day of October, }
 A. D. 1849.—[Signed.] * }

[Signed.] JOSEPH FORSYTH.

In conclusion, your Memorialist pleads you will be pleased to apply such legislative remedy as will prevent the formality and rules of courts from obstructing and suppressing the developments of truth, justice, and righteousness as the narrative of the case now submitted may suggest; and if possible, to indemnify your Memorialist, by passing an act granting a new trial of the whole matter; or by any other expedient as may relieve him from the robbery perpetrated upon him by two judgments achieved against him by fraudulent means, and your Memorialist as in duty bound, &c,

MARCUS GUNN.*

Letter of James Daniels, Esq., the Defendant's Attorney, about the application of the foregoing Affidavit:—

(COPY.)

LONDON, OCTOBER 23, 1849.

M. Gunn, Esq.,
 Dear Sir:

The Affidavit I gave you for Mr. Forsyth has been returned to me sworn before a Judge of the United States Court, instead of a court of our country. This is wrong, and one must be obtained properly sworn. I leave for Buffalo to-day.

Yours truly,

JAMES DANIELS.

This instance would seem to indicate some extraordinary mystery in the administration of our Canadian justice. It is incomprehensible why an Affidavit made in Buffalo, by a competent person, before a Judge of the United States Court, should not be as valid as if made on our side of the water. Truth is Truth whenever, and wherever related or pronounced! Why should the ends of justice become frustrated by such arbitrary and irrational exceptions? Our Canadian Legislature should examine into, and purge the gross absurdities of many of our Statute Laws, and the rules and ridiculous usages of our courts. What an ample field does Law Reform present?

The undersigned begs to exhibit, in way of an appendix, the following extract of a letter from Mr. Forsyth, expressive of his recollection and readiness to make affidavit as to the fact of his agency in the purchase of the Printing Office alluded to from Mr. Cowley. It is as follows:—

"You surprise me about old Cowley. The Old Coek must have been dreaming, or possibly he might have had the rent scheme so deeply impressed in his mind—especially from having had some words on the subject before—that now at this long date, I dare say, he really and honestly believes it was actually a part of the treaty. No doubt he wishes from the depth of his poor little avaricious heart it were so. I have, however, the whole transaction fresh in my mind, as if it transpired yesterday; and have great pleasure in putting a stopper on the old man's dishonest attempt, which in my estimation, is an attempt at swindling or obtaining money under false pretences. I hope the delay caused by my absence will not in the least defeat your efforts at defence. As I have said the transaction is perfectly fresh before me. I thought \$100 would be a high price for the establishment under ordinary circumstances; but from the consideration that the opening at St. Thomas was quite an object, and furthermore, that he exacted no cash down, and offered a year to meet it, I thought you could afford to pay him the handsome bonus of £15—at which enhanced price we stipulated.

I think, I never was more certain of my own existence, that however much Mr. Cowley might have brooded on the story in his mind, the subject never escaped his lips, even in the most inaudible kind of whisper. I am really positive, because my sense of hearing is very acute, he could not have breathed it. If he had even cogitated it, it must have kept gurgling away down in that cavernous depth of that vast concern of his, anatomically styled *abdomen*.

To this, with a clear conscience, I must unequivocally attest,—of course, if he persists in his suit you can have no difficulty in defeating him. It would, of course, likewise, be your part to use every effort to dissuade him from the rash act. * * * *

[Signed.] JOSEPH FORSYTH.

*N. B.—The Memorialist would deem it wrong to digest and endure, in secret, such atrocious injustice under the covert of law.

M. G.

New York, one of the
 London, in the District
 acquainted with the

*McDonalds bill has originated with Mr. Forsyth in Buffalo, they are invited
 to come to Canada to execute the Affidavit, etc. I have the
 exact Affidavit of the Judge before the Court. I thought
 all a mistake and in haste!*

