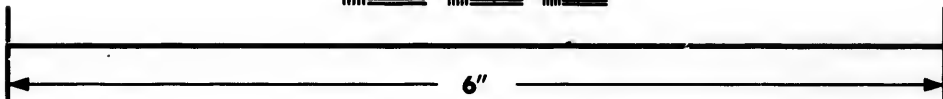
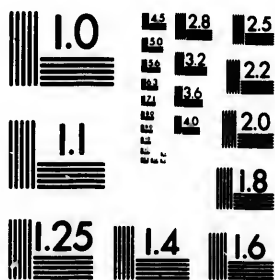


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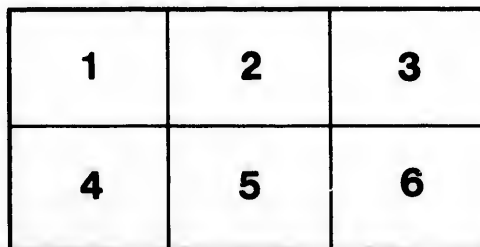
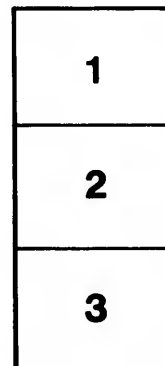
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A CHAPTER OF THE LIFE OF
ISAAC BUCHANAN.

HAMILTON, 30th December, 1863.

To my Friends,

And to all others whom it shall concern.

Isaac Buchanan's conduct to me is the cause of this letter in my defence. I make no apology for its publication. My friends I know will carefully peruse it; from those who are not my friends, yet not my enemies, I simply ask a like perusal of it; and my enemies may act as they see fit, I care not for them—cowardly slander and *brute force*, sustained by bribery and corruption, are their weapons.

Owing to Isaac Buchanan's brutal and abominable conduct to me, in my own house, in respect of the action at law I brought against the Rev. David Inglis and his infamous Elders and Deacons for their assault of me in May, 1861, and his threatening me, that if I did not give up the same, that my "life would not be worth two months' purchase," (more brute force) I did on the 4th October, 1861, cast him off, as also his firm of Buchanan, Harris & Co., as my clients, as I could not thereafter meet such a creature as a client. Those of you who know the man, know how fearful his wrath must have been at being thus cast off, and how he would cast about to see how he could vent it.

I thereupon sent him all the papers and documents belonging to him or his firm in my possession, and arranged to the utmost of my ability all their affairs then in my hands, with which I had considerable trouble; and from a feeling of pride that I would not accept a fee from any man whom I had to cast off as a client on account of his baseness, I did not make any charge for these and other services rendered subsequently in the further closing of their affairs, and I have not been paid or even offered a farthing for such my services.

Having thus arranged as far as I could their affairs in my hands, in accordance with my liberal promise made to them in my letter casting them off, and also after having given to their Solicitor, James Daniell, all the information he wanted, in accordance with

my said promise, and at their request contained in the following letter to me, in Isaac Buchanan's hand-writing, namely :

"16th Nov., '61.

"COLIN D. REID, Esq.,

"DEAR SIR.—We give this to James Daniell, Esq., to shew that he has been appointed as our Solicitor to attend to the unfinished matters in your hands; and we have to request for him the assistance *which you were so kind as promise* to the person appointed our Solicitor in these matters."

"Yours respectfully,

"BUCHANAN, HARRIS & Co."

I did on the 2nd of December, 1861, (two months having then passed) send to Buchanan, Harris & Co., my account for business done by me for them from 1st January, 1861, until the day on which I thus cast them off, and also my account against the estate of Mr. Harris. I waited until December 19th and then wrote them for payment, and on the same day, Isaac Buchanan, in the name of his firm sent me their cheque for \$600 on account, saying, that he would have my accounts more carefully examined and settled within a day or two. On 26th December, I again wrote them for payment of the balance, and the following is the correspondence thereupon :

26 Decr, 1861.

MESSRS. BUCHANAN, HARRIS & Co.,

GENTLEMEN,—You have now had abundant time to examine my Account for this year's business, and I therefore must again request payment thereof.

That Account should have been paid to me early in October last, but I did not ask for payment thereof, by not rendering it, until that you would feel assured that I would fulfil my promise to give you any information I could about your affairs, notwithstanding I was not bound to do so. That promise I have hitherto with much trouble to myself carried out; many a time has Mr. Watson come to my office and house for information, and got it; I have given Mr. Daniell all for which he has applied, (except answering his last letter which I cannot do until I go to my office) and I have repeatedly sent to your office for you and Mr. Buchanan, papers; for all which gratuitous services, most courteously performed, I have not even had the civility shewn me of an acknowledgment of the receipt of the papers thus sent.

I might also have retained your papers, deeds, &c., until that my Account was paid, but here again I manifested my courtesy by

offering same to you, and giving up same to you the moment you sent for same.

The bearer hereof will wait for your answer.

Yours, &c.,

COLIN D. REID.

26 Decr, 1861.

ISAAC BUCHANAN, Esq.,

Executor of R. W. Harris.

SIR,—I will thank you for payment of my Account against the Estate of Mr. Harris, rendered to you, as from my long illness and continued inability to attend to business, owing to the injuries I received last May, in the Macnab Street Church, I am in want of the money.

Yours, &c.,

COLIN D. REID.

26 Decr, 1861.

COLIN D. REID, Esq.,

DEAR SIR,—In reply to your notes to us, and the writer, of this date, we beg to say that we hope immediately to attend to your Accounts. The one for 1860 which you sent to the writer got covered up among his private papers, and has been a-missing. This morning however it has been found, and no time will now be lost in getting matters understood.

Yours truly,

BUCHANAN, HARRIS & Co.

We can assure you that no disrespect was intended for you in the writer's omission to acknowledge your enclosures. It arose only from his having had much on hand at the time, and he was only aware of the omission when you complained.

B. H. & Co.

(NOTE.—At this time I published my address to the citizens of Hamilton, intituled: "Our City Government, and our City Member." Our City Member of Parliament being then as most of you are aware, this same Isaac Buchanan.)

27 Dec., 1861.

C. D. RIED, Esq.,

DEAR SIR,—The writer received yesterday the Chancery Notice in the matter of Week's land, which you sent him.

In looking over your accounts of 1860 and 1861, we find the

charges very ARBITRARY; though the writer is anxious to take the most liberal views of the former account which you agreed when you settled about the Mortgage with Mr. Masterton to leave to his decision, still as anxious to avoid *disputing your charges to the extent we possibly can*, and to give you the full benefit of all the circumstances, you will oblige us, by expressing to us in writing, that the Accounts which you have rendered includes every claim you have on us, and on EVERY member of our late and present firms.

Waiting your reply,

Yours truly,

BUCHANAN, HARRIS & Co.

28 Dec., 1861.

Messrs. BUCHANAN, HARRIS & Co.,

GENTLEMEN:—Before I reply to your extraordinary, incorrect, and unjustly insinuating letter of yesterday, I desire to be informed what you mean by the word "ARBITRARY" used therein.

Yours &c.,

COLIN D. REID.

30 Dec., 1861.

COLIN D. REID, Esq.,

DEAR SIR:—In answer to your note of date Saturday, just received, we beg to say that by the word "arbitrary" we mean "*most unusual*" charges.

Yours truly,

BUCHANAN, HARRIS & Co.

30th December, 1861.

Messrs. BUCHANAN, HARRIS & Co.,

GENTLEMEN,—Your letter of this day's date, I received this evening.

You say therein that by the word "arbitrary," you mean "most unusual" charges. It may be that I am obtuse, but I cannot grasp such generalities. Will you therefore condescend upon informing me, in *what respect* my charges are "most unusual," and *then do me the justice of pointing out to me what charges are so*.

I will then reply to your letter of 27th instant.

Yours &c.,

COLIN D. REID.

31st December, 1861.

C. D. REID, Esq.,

DEAR SIR,—We have your letter of yesterday's date. On reflection it will, we think, be obvious to you that the *friendly* object of our respects of 27th, was to be put in the most favorable position to judge of your charges; and we therefore hope that by answering it, you will enable us to do so.

Yours truly,

BUCHANAN, HARRIS & Co.

1st January, 1862.

Messrs. BUCHANAN, HARRIS & Co.,

GENTLEMEN,—Your letter of yesterday I received this morning, and you certainly manifest thereby strange conduct. You refuse to pay my account because you say it is "arbitrary." I ask you to explain that word, you reply, you mean thereby "most unusual." I ask you civilly in what respect my charges are "most unusual," and also in justice to me, that you point out to me what charges you think are so; these very proper requests civilly made, you, by your letter of yesterday, in effect refuse to answer.

Assuredly, *common honesty and justice* demand that you should either pay me the balance due by you to me, or else, that you point out such of my charges as you consider wrong, and clearly and pointedly inform me *wherein* you consider same to be so; so that I may be able to satisfy you (if that can be done so far as you are concerned, as I know in respect of the reasonableness and rightfulness of my charges, I will have no difficulty in relation thereto,) that you are in error, so that I may be paid forthwith those monies I am righteously entitled to.

In the settlement of my charges. I do not want one penny to be allowed me upon any ground whatever, than upon the just and only just ground of the rightfulness—in every aspect—of the charges, in respect of the respective matters, for which the same are respectively made. Any other settlement upon any other grounds would be dishonest. I must therefore insist upon an immediate, plain and full answer to my last letter to you, in order that I may take proper measures to have the charges you may object to, properly adjusted, or else, that you pay me the amount due to me by you; and what I thus ask is simply what justice and reason demand.

Yours &c.,

COLIN D. REID.

3rd January, 1862.

C. D. REID, Esq.,

SIR,—We have your letter of 1st instant, and regret that your self-respect, if not your respect for us, should not have prevented you writing such a letter.

We have nothing farther to say to you than that it is necessary before giving the writer's decision regarding your account of last year, and our opinion as to the account of both this and last year, to have an answer to our respects of 27th ult.

Your obedient serv'ts,

BUCHANAN, HARRIS & Co.

3rd January, 1862.

Messrs. BUCHANAN, HARRIS & Co.,

GENTLEMEN,—Your letter of to-day's date was delivered to me by your messenger this evening.

As you refuse to pay me the balance due on my account against you, on the ground that the charges are "arbitrary," subsequently explained by you to mean "most unusual," and as you refuse to point out those charges which you thus say are "most unusual," and in what respect the same are so, there is now but two courses to pursue, namely: first, a reference of that account to a Barrister to decide; or secondly, an action at law by me against you for the recovery of same.

I now propose to refer my said account to a Barrister, and if you will place the same in the hands of your Solicitor with instructions to him so to arrange, I will call upon him, and I have no doubt but that he and I can agree upon a Barrister to adjust the same.

If you will not concur in this mode of the settlement of said account, I must just sue you, as no other course will be left me. I shall then have to place these your letters, shewing very clearly your very unjust conduct, and the recent letters of Mr. Isaac Buchanan to me as accounting for same, before the jury, and as I have (foolishly I must now say,) given up all your papers to you, thereby losing my proof—if no more, I must in any case, whether under a reference or by trial by a jury, submit to take whatever of my said just account I can wring out of you, upon your oaths, and the oaths of your clerks.

If you could have pointed out any wrong charges in my accounts, Mr. Isaac Buchanan—who is the writer of all these your letters to

me—would have been only too glad to have done so, notwithstanding his *affected* liberality, and that he owes to me solely his present position in business as he well knows.

My account against the late firm of Messrs. Buchanan, Harris & Co., rendered as of 31st December, 1860, and which Mr. Masterton paid to me in April last, I did not agree to leave to him to decide upon; he had it when he paid it. Although I lost \$50 of interest on the amount thereof, by same not being paid to me for three months after it was due, I would have been quite willing to have opened it up, and also to have referred it to a Barrister to decide upon, had you pointed out to me what charges in same were "most unusual," and in what respect same were so, as I know that the charges therein are all very reasonable, and that I could have justly obtained a considerable increase of some of my charges therein; but as you have twice refused to comply with my fair, reasonable and repeated request, and which your bounden duty, honour, and "self-respect" clearly called for a compliance with, and as that account has been paid and settled, it must now remain so; I cannot do more.

(I next made a like offer to refer my account against Mr. Harris' Estate.)

I cannot have any respect for persons, who, after ten years most faithful and honorable discharge by me of my duty as their Solicitor, will now charge me—without any ground therefor—with dishonesty, and twice refuse to point it out, as you have done in respect of these accounts.

Awaiting your reply as to whether you will agree to a reference or not.

I am, yours &c.,

COLIN D. REID.

4th January, 1862.

C. D. REID, Esq.,

SIR,—We have your letter of date yesterday, which we are sorry to receive, seeing that we cannot regard it but as the production *either of a madman* or of a MOST DISHONORABLE SCOUNDREL.

We have asked our Solicitor, Mr. Daniell, to see you on the subject of your accounts.

Your obed. s'ts,

BUCHANAN, HARRIS & Co.

These letters of mine are all candid and reasonable, and my language clear. These letters of Buchanan, Harris & Co., are all written by, and are in the hand-writing of Isaac Buchanan, and are directly the reverse of mine.

Is such conduct of Isaac Buchanan the conduct of an honorable man? To refuse to pay me my account upon the wretched quibble of same being "arbitrary" explained by him to mean "most unusual;" (every school boy of 9 years of age knows that "arbitrary" does not mean "unusual,") to refuse to inform me wherein the same were so; and when I properly and courteously wrote him on 3d of January, 1861, that I was willing to refer these accounts to a Barrister capable of judging of same, whom his Solicitor and I could agree upon, or else, that I must sue; he, for such my courtesy, and for asserting that I did not wish one penny to be allowed to me upon any ground whatever than upon the only just ground of the rightfulness of the charges; calls me "a madman, or a most dishonorable scoundrel." I leave you to judge whether such appellations—especially the latter of the two—are not peculiarly suitable to himself, and most truthfully descriptive of his own conduct in the matter.

On 6th January, 1862, James Daniell called upon me at my house, and informed me that he came to see me about these accounts. He read to me a letter written to him by Isaac Buchanan, acknowledging that I had gratuitously performed for him many services which he *feared* that *now* I would charge for, and desired Daniell to ascertain from me all he could of these matters, and closed with the significant caution to Daniell: "Do NOT COMMIT US." That letter discloses his object and jesuitism in his said letters; he *feared*—not from anything in me, but from his own inherent nature—that I would dishonestly charge him with the many and great services I had gratuitously performed for him, hence his desire to obtain from me a declaration that I had no accounts against himself, and then he could safely carry out his threat of "disputing my accounts to the utmost extent he possibly could." I at once said to Daniell that it was quite true, that I had done many acts of grace for Isaac Buchanan, but that I had no account of a pecuniary nature against him for these. I merely claimed to be entitled to his gratitude therefor. Daniell then said—his eyes glistening with delight, no doubt at having thus far so well succeeded in accomplishing Isaac Buchanan's instructions to him in said letter—that Isaac Buchanan would pay me my accounts in full, *provided that I would give his various Firms a Release under seal, and also, himself a Release under seal from all claims and demands whatsoever.* I at once declined to do so in respect of Isaac Buchanan, as such a release from its very nature would evidence that he had paid me for services which I had gra-

tuitously performed, which would make me appear in a *dishonorable* position, but that I would give the release he required in respect of Buchanan, Harris & Co., and that I would give to Isaac Buchanan a declaration in writing under my hand and seal that I had performed many services for him gratuitously, that I would mention as many of same as I could recollect, and as many more which Isaac Buchanan could recollect, and that I had not any account of a pecuniary nature for these or other like services against him; which declaration thus under seal would be as effectual a release as if a money consideration was stated therein, and that it would place both Isaac Buchanan and myself in our true position. *That proposal Daniell declared to be quite fair, and that under all the circumstances I could not do otherwise*, and that he would advise Isaac Buchanan to accept of it, and would inform me of the result.

On 9th January, 1862, not having heard from Daniell of such result, I wrote him to inform me of same, he sent his clerk to my house, who verbally informed me, that Isaac Buchanan would pay my accounts in full if I would give to his firm, and also to himself, a release under seal from all claims and demands whatsoever. I asked him to request Daniell to put that offer in writing for me, but he never did so. You thus see that Isaac Buchanan refused my just proposal, and would only pay me, provided I would give him such a document as would make me appear what he had called me in his letter of 4th January.

Feeling it a mere waste of time to wait longer, I proceeded as I was able to make up bills of costs in detail in the few suits in which costs were charged in these accounts, and to serve same, in order that at the end of a month thereafter I could sue him; and being in a position to sue the executors of Mr. Harris for such my account against his estate, I wrote Buchanan the following letter:

16th January, 1862.

ISAAC BUCHANAN, Esq.,

SIR,—As I must now sue the executors of R. W. Harris, Esq., for the amount of my account against them rendered to you, will you name an attorney on behalf of yourself and the other executors residing in Canada to accept service of a summons, or shall I send a Bailiff to you and them, with same? I will wait your answer.

Although you may and justly so have considered yourself quite filthy enough by your conduct to me, set forth in my Address to the Citizens, I think you ought not to have placed your firm in the *very dishonest* position of refusing to pay my said Account, and my Account against your firm, on the ground of the same being

"arbitrary," "most unusual," and thereafter offering to pay same if I would *give you individually* a release under seal of all "claims" I have against you, otherwise they would not; that is certainly an attempt to make Mr. Harris' estate and your firm pay your individual debts; involving also the dishonesty of paying accounts—*provided you thereby got your own discharge*—which you have refused to pay for the reasons aforesaid, as you have not withdrawn these reasons of refusal. My Account against Mr. Harris' estate, as well as my Account against your firm, should be settled upon their respective merits, and I feel that every honest man will so say.

Mr. Daniell read to me your letter to him, written in the name of your firm, and I will not forget that you therein say to him, that I have done for you many acts of grace which you *now feared* I would charge you for, desiring him to ascertain from me about same, and giving him the significative caution: "Do not commit us."

Yours, &c.,

COLIN D. REID.

That letter places the conduct of Isaac Buchanan in its true character.

In February 1862, Isaac Buchanan made an affidavit that my Accounts of 1860 and 1861, and Mr. Harris' account, contained "overcharges," (a different ground from either "arbitrary" or "most unusual,") and moved the Court to have the same taxed. I filed an affidavit in reply, showing that my account for 1860 was paid by Masterton, on behalf of Buchanan, Harris & Co., in April, 1861, and also the thorough reasonableness of said accounts, and other matters, which settlement Isaac Buchanan by a subsequent affidavit denied, although he was in Scotland at the time. I instructed my Agent to oppose the application, in respect of the 1860 account, upon the ground that it was so paid, and as to the others that I was willing to refer all charges in suits to the taxing officer of the Court to decide, as he had a Tariff of fees appointed by the Court to guide him, but that all charges for advising, examination into titles to real estate, conveyancing, &c., for which there was not a tariff of fees established, should not be referred to the taxing officer, but that I should be allowed to try same by a jury, like every other creditor seeking the recovery of a debt. He did so, but we have a recent Statute of our Parliament giving most extraordinary and oppressive powers to the Judges, in respect of the legal Profession, and Judge Burns who decided the matter would not look at my accounts, declaring that "he had seen enough of the Hamilton lawyers' bills to satisfy him that every bill from that city should be taxed, and that the taxing officer must decide upon all matters for which there was not a tariff as he best could," and made an order accordingly. So that you see I was not

judged by the rightfulness or wrongfulness of my accounts, but by Judge Burns' opinion of the Hamilton lawyers generally.

Before I proceed further, I must revert to the said affidavit made by Isaac Buchanan on the 20th day of February, 1862, in reply to mine, and filed in Court, and which my agent at my request asked the judge to impound, on account of the gross falsehoods therein. Isaac Buchanan therein swears as follows:

"That the said Reid has for *several months* written letters couched in language of the most unbecoming and abusive character, and containing gross untruths, for the purpose of giving annoyance and as I believe extorting payment of said accounts."

Bear in mind that I did not render my account for 1861, nor yet my account against Mr. Harris' estate until in December, 1861, so that in point of time *several months could not* have elapsed between that time and the 20th day of February, 1862, during which I could have written such letters. You have before you *all* the correspondence touching these accounts, and I defy Isaac Buchanan or any man to point out therein any "unbecoming and abusive language," or any "untruths," either small or "gross;" I have simply therein told the truth in plain and proper language in maintenance of my rights. The whole of these charges against me are most infamously false, and I feel much relief even in the fact, that I am too well known for any person to believe such infamous charges against me.

Isaac Buchanan therein charges me indirectly with a criminal offence, namely, an attempt or attempts to extort money from him. Does he do so straightforwardly and uprightly? No! He knew well that if he had sworn *directly* thereto, that I would have indicted him for *perjury*, and then he would have had to have *proved* me to be guilty, which he well knew he could not, as the *only* proof thereof, would be the letters he so swore that I had written him, and which you have copied above; and hence he shields himself under the words: "*as I believe*"—doubtless having first learned from his solicitor, if he did not already know it, that the law cannot take hold of a man by way of indictment for his naked belief, so expressed as he has thus most cautiously done; but it could have taken hold of him if he had sworn that he had "good reason" for such his belief; but he is too cautious to do that—the "do not commit us" style of work is ever before his eyes. Isaac Buchanan has harassed me since the assault upon me in May, 1861, in Inglis' Church (he and his wife having gone to that church a little earlier than usual that morning, doubtless not to lose such a gratifying scene to a *Christian* mind), in every possible way he could, even to the bringing by his partner, Masterton, against me, when I was lying ill from said assault with little hope of life, an infamous action at law on a *pretended* retainer to invest money, in which he wholly failed;

and had I been guilty of so base a crime as attempting to *extort* monies from him, he would have been too glad to have punished me, by having me at once arrested and indicted therefor; but well did he know that *evidence* against me could not be *created by cash*, as it was against me on the trial of my said action against Inglis and the *Christian* officebearers of that *Christian* "Minister of Christ," for their assault upon me, but that, as I have already remarked—the only proof would be the letters he so swore that I had written to him, *and which he had not*, for the simple reason that I had never written any such letters.

I call your attention to the address to all of the said letters of Buchanan, Harris & Co., until the one of the 3rd January, 1862. It is—"Dear Sir." If I had been during the writing of these letters making repeated attempts to extort monies from him by means of blackguard letters to him, think you that he would have addressed me as "Dear Sir?" If so, then he is just the base fellow I hold him to be; and from the 3rd of January, 1862, until the 20th of February, 1862—*exactly one month and a half of a month*—cannot be *several* months. His utter recklessness in such his oath is only equalled by his audacity in making the same.

Isaac Buchanan in his said affidavit of 20th February, 1862, swears as follows:

"That the statement made in the last paragraph of said Reid's affidavit, that he believes that I have no desire to pay what is righteously due him, is untrue, as he knows that I have been anxious to pay him even more than was due, but I wished in making such payment, *to guard the PROBABILITY of being TRICKED* or DEFRAUDED by said Reid; or against being called upon to pay *such accounts as he might think proper to TRUMP up.*"

In the face of my said offer to give to Buchanan, Harris & Co., a release under seal as Isaac Buchanan by James Daniell his Solicitor, asked; and to give to Isaac Buchanan equally as effectual a release in law, but stating on the face of it the simple facts of the discharge, and which Daniell declared to be reasonable, and that he would advise Isaac Buchanan to accept of it, aside from every other matter and consideration, Isaac Buchanan made the foregoing cited oath!! Comment upon such atrocious swearing would only tend to hide the foul and glaring villainy thereof.

I call your attention to the following Telegram received from Isaac Buchanan by my brother for me, whilst I was on my way to England, for medical aid in consequence of said assault.

“QUEBEC, 28th May, 1862.

“TO C. D. REID,

“Thinking that it would suit you in your state of health, I applied for the office of Clerk of the Peace for you the moment I heard of poor Spohn's death. Reply at once if you approve.”

“ISAAC BUCHANAN.”

My brother paid for that telegram \$2.69, and well did Isaac Buchanan know that I would not accept of any office within the county. What his object was I know not, but imagine his *uprightness* and *stern honour* in thus recommending me to the Crown, as a person *fit—morally*, as well as otherwise to hold that office, whom he had so recently *thus* depicted in his said letters and affidavits,—if he believed to be true what he so swore to; and if he did not so believe—then imagine the man!!

Isaac Buchanan in his said affidavit, also swore as follows:

“That the said Reid is mistaken in stating that *the* linen was deducted from the account of 1860, for *by reference* to his account of 1861, it will be observed that he debits himself *there* for the value *thereof*, being three pounds.”

What does the foregoing statement import? Simply that *the* linen which I swore was credited in my said account for 1860, was not so credited or “deducted,” but that the *same* linen was credited by me in my account for 1861, at the value thereof—three pounds, *as* appeared, or “would be observed” by my account for 1861. That I feel assured is the true meaning of that statement, namely: that there was but *one* quantity of linen, which I was mistaken in having sworn was credited in or “deducted” from my account of 1860, *as* my account for 1861, would shew that it was credited in it, and that the value thereof was three pounds.

For understanding of this matter, I must state that I only rendered my account against Buchanan, Harris & Co., once a year, at the end thereof. That my account for 1860, as sent to them by me after its settlement and payment by Mr. Masterton in April, 1861, concluded thus:

“Total..... £502 12 5

CR.

By contra acc't for linen..... £ 2 12 6

1861.

April 11, By cash from R. K. Masterton. 500 0 0

502 12 6

“ “ 1

COLIN D. REID.”

A cross score was drawn over the 1d to indicate that it was not to be charged against me.

In my account for 1861 as rendered to them, I gave the following credit, namely: "By a piece of linen omitted to be credited by me in my last account rendered £3 0 0."

On 21st February, 1860, I bought from Buchanan, Harris & Co., (Mr. Robert Harris being the salesman, and who was a very careful and correct salesman,) a piece of linen, and the following is a true copy of the account thereof received by me from that firm, namely:

"HAMILTON, 21st Feb'y, 1860.

"C. D. REID, Esq.,

Bo't of Buchanan, Harris & Co.,
Dry Goods Department,

1 Ps. 4-4 White Family Linen, 30, 35..... \$10.50."

That is *the* linen I credited at £2 12 6 in my account for 1860, and which together with the £500 paid to me by Mr. Masterton, settled and paid that account. I had not the account which next follows at the time beside me, and hence forgot it, else I would also have credited it, and Mr. Masterton would only have paid me £497.

On the 9th of April, 1860, I bought another piece of linen from that firm, and the following is a true copy of the account of it, which I also received from them, namely:

"Hamilton, 9th April, 1860.

"COLIN D. REID Esq.,

Bot. of Buchanan, Harris & Co.,
Dry Goods Department,

1 end 4-4 Irish Linen, 12, 1,00 \$12,00"

That is the piece of linen credited by me in my account for 1861 at £3, as hereinbefore stated.

The one price was much lower than the other, the one being 35 yards long at 35 cents per yard, the other 12 yards long at \$1,00 per yard, both of which were made up in shirts for me, which I now wear. You will thus clearly see, that I was not mistaken in my oath, that instead of there being only *one* piece or quantity of linen of the value of £3, (as most *positively* sworn to by Isaac Buchanan, for he uses the words—"the Linen," "the value thereof being three pounds,") there were two pieces and of different values.

When I next examined my account for 1860 it was when I attended to be examined by the Taxing Officer in May 1862, and I

was somewhat horrified (notwithstanding that my agent had prior thereto informed me of the fact) at seeing it in the following state, namely :

	Total	£502 12 5
Cr.		
By contra acct. for Linen	£	
1861		
April By cash from R. K. Masterton	£500 0 0	

By reading Isaac Buchanan's oath, you will observe that he does not *positively* and *directly* deny my oath that the £2 12 6 piece of linen, was credited in my account for 1860, but he *only* swears—as I have already pointed out—that my account for 1860, as *then* produced shows that I was mistaken. He attached that account for 1861, to one of his affidavits, and also my account for 1860 to it, and placed both before the Judge. He was careful not to make any reference to my account for 1860, as shewing that it was not credited therein, which, in the state in which it *then* was, would have been his *best* proof, but he refers to my account for 1861, and is content to draw the inference from the language therein used, that it was not so credited; but he took good care through his Solicitor to draw the careful attention of the Judge to my account for 1860, as it *then* appeared, namely, in the state in which it lastly hereinbefore appears, and triumphantly urged, that both accounts taken together conclusively proved, that I was mistaken in my oath; and that the account for 1860 conclusively proved, by its simple appearance, that it was not settled and discharged. I was not present. My Agent was ignorant of the aforesaid mutilation of same by the erasures aforesaid, and could only rely upon my affidavit, as certainly both these grounds of objection were established by these accounts as they *then* appeared, and without any explanation thereof.

I have not seen the books of Buchanan, Harris & Co., to know whether both these accounts are entered therein or not; but I do know, that when I was so present in the taxing-officer's office, on the 16th day of May, 1862, that Isaac Buchanan and his solicitor were there, that the taxing-officer desired us to settle the amount of credits he was to give to Buchanan, Harris & Co., that Isaac Buchanan and his solicitor, James Daniell, and myself talked about and settled these credits, that I *then* and *there* again gave them credit for both pieces of linen, at £3 and £2 12s. 6d., and that Isaac Buchanan—notwithstanding his said oath, made on the 20th of February previous—accepted of the same; and I have further to state, that in all my prior accounts and dealings with that firm, they never omitted to charge me with any article of goods purchased by me from them, even to the value of a penny.

I cannot say who so mutilated my said account for 1860, or who caused it to be done. I have simply stated *facts*. *Deductions* from these facts I make not. I do however know, hence I plainly state it, that by these false swearings, that account for 1860 so produced in said state, and all the other appliances used against me in relation to these matters, I have been defrauded most grossly out of £200, of my hard earned charges, and put to about £75 of costs in the attempt to sustain my rights.

I pass over a few more "spokes of the wheel" of less magnitude, and I come now to the taxation. I was only able to attend for about an hour at the first meeting in the taxing master's office in Toronto, his brother was dangerously ill, and being sent for, the taxation was adjourned for some days. A few charges were taxed before the adjournment. Mr. Daniell insisted that *my accounts should be taxed as they were, and that no inference of any service having been performed as of necessity from the nature of the work should be allowed*, but only such services as were *mentioned* in the accounts. I objected most strongly to that doctrine, as my accounts were very carelessly made out, only a leading feature or so in the matter being stated, so as to intimate to Buchanan, Harris & Co., what the charge was for, they knowing well the details of the matter, and hence if taxed as same stood, I necessarily must lose heavily. The taxing officer agreed with Mr. Daniell, saying that his duty was to tax what was before him. He allowed me \$4 for drawing a common Deed, Memorial, and affidavit of the execution of same; and when we came to another charge of a like nature, because that the "affidavit" was not mentioned, although it was drawn by me, James Daniell objected to the same amount of \$4 being allowed me, and that \$1 should be struck off for the affidavit, and the taxing officer struck it off. He also preposterously refused to allow for any attendance not mentioned, as if business could be done without attendance, and almost none were mentioned. I was unable owing to said assault to attend the taxation further, so I had to retain Mr. Alexander Macnab, Barrister, Toronto, to attend to same for me, but as I had made only these short entries in my Day Book of these charges in my accounts, and as it was utterly impossible for me to recall to memory the particular fact of each matter, some of which I might have been able had I seen the papers and documents drawn and examined by me, I could not as must be obvious to you instruct Mr. Macnab to any extent, so that he had to grope his way as he best could in almost darkness. Daniell appeared, strenuously objected to every charge, and fully verified the threat of Isaac Buchanan in the hereinbefore copied letter of 27th Dec., 1861, namely: he "disputed my charges to the extent he possibly could."

The following are a few extracts from these accounts, shewing

the way in which the charges were made and how same were taxed, namely: "Examining abstracts of title to four different parcels of land in Vienna and Bayham, conveyed by — to Isaac Buchanan, and advising you that titles very defective, £5." This charge was reduced to \$10, thus only allowing me \$2.50 for each parcel of land, the abstracts and titles being different for each parcel of land, you perceive that "attendance" is not mentioned. My charge of \$5 for the care and legal skill required to decide upon the goodness or badness of the title, with the consequent liability of the properties being worth at least £500, and how much more I cannot tell, is certainly but small, but the pittance of half that sum is miserable. I mentioned this case to Judge Richards in the argument as to the taxation, and he placed of his own accord (and he said he knew well the value of lands in this Township,) £500 of value on the lot in Bayham, but said that the sum allowed to me was quite sufficient. I replied that a dirty auctioneer having neither brains, education or respectability, would get as much for selling \$50 worth of old pots and pans at his dirty auction stand. He replied, that he knew that to be so. "Examining the various articles of co-partnership as to following matters, and drawing notice of dissolution to Adam Hope of firm of Adam Hope & Co., notice of termination of agreement between A. Hope & Co., and Charles J. Hope, and notice of dissolution to A. Campbell and A. Leekie of firm of I. Buchanan, Harris & Co., £5." Half of that charge was struck off, thus reducing me to \$10. for many attendances upon Isaac Buchanan and consultations with him about these matters (but unfortunately these were not mentioned, and it could not be presumed that same were made,) for reading over the articles of co-partnership between Buchanan, Harris & Co., of this City, the articles of co-partnership between Adam Hope & Co., of London, (a branch of business of Buchanan, Harris & Co.) the agreement between that firm and Charles Hope, and the articles of co-partnership between I. Buchanan, Harris & Co., and for drawing these various notices; matters which went to the very root of all of these firms. "Examining into title to lands mortgaged by — to — £1 5 0." From this \$2.00 was taken, "Writing Registrar for certificate of title to — property, examining same, and advising as to title, £2 10 0." From this £1 12 6 was taken, thus allowing me \$3.50, the 50 cents being I suppose for writing the letter to the Registrar, nothing allowed for attendances, as same were not mentioned. "Examining Deeds from — to Isaac Buchanan, (the securities and other Deeds were usually latterly taken in his name) of lands in Toronto, Brantford, and Somerville; also Registrar's certificates of the titles to these lands and advising you, £6 5 0." From this was deducted £3 15, thus leaving me \$10 for examining as many Deeds for four different parcels of land, as to whether the same were legally drawn or not; and also examining into and advising upon, the titles to these

lands; that is \$1,25 for examining each Deed, and the liability incurred in so doing; and \$1,25 for examining into each title, and the liability thereof; these lands and properties were worth several thousand pounds! A charge of \$5 for drawing a Deed, Memorial, &c., was wholly disallowed; Daniell produced it, said it was wholly useless, admitted however that it was legally drawn, and either would not or could not tell why it was not used, and as Mr. Macnabb could not give any reason why it was not used, it was struck off. "Procuring from Registrar of Oxford certificates of title to lots No's. 11, 13, 30, 32 and 92 in Beechville belonging to ———, examining same as to title, and advising you, £6 5 0." From this was taken £3 15 0, leaving me \$10 or \$2 for each title, as all the titles to these lots were different having passed through different persons. Examining into title to land of ——— £1 5 0." This was reduced to \$2. "Arranging with Mr. Muir for sale to Mrs. Muir of the household effects of the late Mr. Harris, to be taken by her as part payment of her legacy under the Will of Mr. Harris, procuring Mr. Booker to value the same, giving him instructions as to same, settling with him his charges, drawing Mrs. Muir's receipt for same, drawing mem. of sale to her, &c., £5." This was reduced to \$6, for which in addition to what is mentioned, I had to read over the *whole* Will of Mr. Harris—which is very long—to determine whether it could be done and how it should be done, so as to draw properly the necessary documents, including many attendances upon Isaac Buchanan as executor of Mr. Harris. "Costs of defence of Oliver's suit against Mr. Harris, £2 10 0." Daniell objected to me being allowed a retaining fee in this matter, upon the ground that I did not have a "written Retainer" from Mr. Harris, he did not object to the reasonableness of the charge, but because I had not debased either Mr. Harris or myself, by obtaining from him a letter asking me to defend the suit, thereby expressing distrust of him, he—Daniell took advantage thereof, and upon that technical objection he succeeded, and got the \$10 reduced to \$2,90, being the mere cost of entering an appearance, with the officers fees; and that in a special action, with which I had much trouble. What an admirable specimen of honesty that is! How finely illustrative of Isaac Buchanan's threat—that he would dispute my account to the extent he *possibly* could!!

I drew six very long and very special articles of co-partnership requiring great care and legal skill, and much time in the preparation thereof, as these partnerships involved hundreds upon hundreds of thousands of pounds, one for the London firm, one for the Montreal firm, one for the firm here, in the lifetime of Peter Buchanan, one for the firm in Glasgow, Scotland, one for the firm here, after the death of Peter Buchanan, and when Isaac Buchanan changed his views, another one embracing the whole of these. All these were in very many respects widely different, embracing differ-

ent persons and different objects, &c., and for which I made an uniform charge of £10 each. Daniell produced to the taxing officer only one of these (he only produced such papers as he saw fit), and alleged that the others were mere copies; Mr. Macnabb from the very nature of the matters insisted that such could not be the case, but Daniell succeeded in getting these reduced to £5 each, thereby causing me to lose £30. The foregoing give a very fair sample of how my said accounts were taxed and reduced. I must mention, however, one more charge before closing this portion of my letter, as it is one of a large amount. That charge is: "Advising you about your affairs since Peter Buchanan's arrival, in all over 16 days, and exclusive of time occupied with Mr. Isaac Buchanan at my house, not charged for, £100." Daniell managed to get it reduced to £60, causing me to lose £40. When Mr. Peter Buchanan came out here from Glasgow in the end of June, 1860, to adjust the affairs of all his firms in Canada, he being the head partner thereof, he called upon me, explained to me his object, and asked me if I could so arrange my business with my other clients as to enable me to go to the office of Buchanan, Harris & Co. the moment he sent for me, as he only intended to remain two or three months, that all the books and papers of the firm being there, and customers there, it would be impossible to consult satisfactorily with me about same at my office, and that if I could do so, he would feel himself under a very great obligation to me. I at once saw the propriety and desirableness of his views, and said to him that I would do all I could; and my then clients all know how very often I was absent from my office, and the very great extra trouble I had in relation to their business in consequence thereof. During the end of June, (I was absent at the Sea Coast in July) the whole of August, September and a few days in October, I was in attendance with Peter Buchanan at his office from one to four hours almost every day, and generally from 10 or 11 o'clock in the forenoon onwards, advising with him as to the matters aforesaid. All their firms were dissolved under said notices so drawn by me as hereinbefore mentioned, and Mr. Peter Buchanan and myself (Isaac Buchanan being very seldom present) arranged and settled their whole affairs, involving hundreds of thousands of pounds. The difficulties I had to overcome in relation to these matters were very greatly increased by Mr. Harris' then state of health, he being unable to do any thing, or even consent to any thing being done, and it is impossible to estimate the care, legal skill and work I had in these matters. To enable some rough idea of it to be formed, I threw the whole time I had thus during these months spent, making in all over 16 days (my office hours being from 10 a.m. till about 6 p.m.), a very wrong method as against myself, as the time spent consumed the most valuable part of the day, and in fact *broke* it up. I ought properly and justly to have kept a minute of each

matter I was engaged in, and charged separately therefor, and my charge instead of being £100, would have amounted to several hundred pounds, and even at the miserable rates allowed me for other services, I would have obtained much more than £100. The £100 was a small charge for my services, and had I asked Peter Buchanan even before he left for Scotland for £200, he would have paid me it with pleasure, as I hold his letter to me expressive of his very great satisfaction with the way and manner I had acted in these matters, but unfortunately for me, he died within two months after he so left this city.

I pass over another "spoke or two in the wheel," and give another excellent illustration of how Isaac Buchanan "disputed my accounts to the extent he possibly could." I had in one of these accounts made a charge of \$30 for some services, but like the rest of my accounts, I had only mentioned a leading feature or so of the matter. On the said 16th day of May, 1862, in my presence, the taxing officer examined Isaac Buchanan upon oath as to this charge. After one or two questions put by that Officer, Daniell interfered, and put the following question to Isaac Buchannan, namely: "*Looking at this account (he holding up the account in his hand, and pointing to the entry therein of the said charge of \$30) and what is stated therein as to this charge of \$30, what do you think of it?*"

Isaac Buchanan.—"Well! *looking at this account and what is stated therein, the charge for that work is most monstrous.*"

James Daniell.—"Do you think \$2 enough for it?"

Isaac Buchanan.—"Well! *looking—as I said—at the account and what is stated therein, I think \$2 or \$3 enough.*"

The taxing officer then read that portion of an affidavit which I had made explaining what I could recollect of the charges in these accounts, which related to this charge, and asked Isaac Buchannan if it was true or false.

James Daniell, looking at the taxing officer.—"That is not fair. *You are taxing the account as it is; and you must not look beyond the account.*"

The taxing officer.—"Mr. Buchanan, is Mr. Reid's affidavit true or false?"

Isaac Buchanan, rubbing his head with his hand, and his face becoming blue white.—"Well! *if I am to look at all which Mr. Reid did in this matter, he had a great deal of trouble from first to last, and if he has made no other charge in these accounts for same than this of \$30, I must say it is a low charge.*"

The taxing officer, looking at Isaac Buchanan.—"There is no other charge in these accounts, and I will allow it in full, on these your own statements."

I need not comment thereon. Had I not been thus present, that charge would have been reduced to \$2. Had I been allowed

to have examined Isaac Buchanan upon every charge in these accounts, I would have proved by his own statements that every one of these charges was quite as reasonable or "low" as this one, but the taxing officer refused to allow me to do so, and I had to submit.

This taxing Officer struck off about £250.

This is the first and only account of mine which has been taxed, during the eighteen years I have been in practice—the magnitude of which is well known to you.

I pass over a few more spokes in the wheel, as to Mr. Macnabb having obtained in June, 1862, an order for revision, but which revision Judge Richards directed to be before Mr. Heyden, the taxing officer of the other superior court, Isaac Buchanan's hurried revision in September of that year, (when it was generally known that I would not stay—as I expected when I left—in the South of France all winter owing to being too damp, but would return to Canada in the end of September,) notwithstanding Mr. Macnabb's strong opposition thereto, and his desire to have the revision postponed for another two or three weeks until that I would return, simply stating, that by Judge Richards' order I had to render a bill of the items of a charge of £63 for extra costs, and costs not allowed of the first trial of an action brought by Mr. Coleman against Buchanan and other Stockholders of the Steamer Europa, the case having been carried through the Court of Appeals, and virtually involved about £10,000, which I defended for Buchanan, Harris & Co., and was successful, which charge, Daniell in presence of Isaac Buchanan, insisted that the first taxing officer should wholly disallow, because I had not given a bill of the various items of the charge, which Isaac Buchanan supported him in, but I shewed that the order referring these accounts prevented me, and hence the taxing officer examined Isaac Buchanan thereon, and on his own statement made in my presence declared it to be a reasonable charge, and that when Mr. Macnabb could not get the revision postponed until my return, he made up a bill of the items as best he could, as he knew little of the matter, but properly thinking that he had better get something for me than lose the whole £63, which I would have lost under Judge Richards' order had he not made up the bill before the revision was closed; and I thus lost \$103 out of that £63, thus declared by the first taxing Officer, on Isaac Buchanan's oath, to be reasonable; and when he declared it to be reasonable, it must indeed have been so.

Mr. Heyden's taxation was very similar to the taxation of the first officer, only on the whole he allowed me £50 more, thereby making my loss £200. He very strangely allowed of the £100 charge precisely the same as the first taxing Officer, thus—with other features—shewing a mere following of him. On my return I called

Mr Heyden reduced to £37.50

upon Mr. Heyden in October, and asked him for an explanation of one or two items of his taxation, which he refused to give; *but he declared, that he was wholly incapable from want of knowledge to tax such accounts.* I replied, that when he so knew his own ignorance, he ought not to have proceeded with same.

Isaac Buchanan thereafter moved Judge Richards for an order to compel me to pay back to him \$200 of the monies he had paid me upon these accounts, and to compel me to loose £150, which was not paid me, according to said taxation of Hayden. In answer to their summons to me thereon, I filed an affidavit made by Mr. Macnabb, and one made by myself. Judge Richards allowed them to file affidavits in reply; which I again met, and finally the whole case came on for argument before Judge Richards in December, 1862. I went to Toronto to argue it and did so. I pointed out the aforesaid gross taxation, Mr. Heyden's admitted incapacity, the non-production to the taxing Officer by Isaac Buchanan of many of the papers, and his production of only such as suited his purpose, so as to prevent a fair taxation, the grossly contradictory affidavits thus filed by Buchanan (and which I will fully show hereinafter) and urged that justice had not been done to me, and that I should be allowed to go down and try by a jury, all charges for which the court had not provided a Tariff, which would be over three fourths of these accounts. I also pointed out to him the miserable pittance of \$1,25 for examination into a title to real estate, which would scarcely pay for the attendances, not to speak of the legal skill required, and the responsibility thereof, in being liable for all losses sustained to the value of the land, if I pronounced the title to be good, and it should prove to be bad. Judge Richards at once denied that I had any liability of any kind. We disputed over this for some time. Judge Richards thereafter put a case of a Barrister advising upon a short agreement to build a house of small value say £200 or £300, and asked me what I would charge therefor. I replied \$5, that I had never charged less for any advice, if not worth that sum I did not make any charge; but that such a matter was very different from the examination into and the advising upon titles to real estate where it was shown in the case we were arguing that the land was worth at least £1000, and much more. He replied, that he could see no difference, that the one was as responsible as the other, and that *he had given many such advices for a DOLLAR, and considered himself well paid.* I replied, that I had no doubt of the latter part of his remarks, but that although he only valued his brains and legal skill at such a low rate, that was no reason why I should place mine at such a low figure. He waxed somewhat warm, and replied, looking at me, "You live in high quarters up there." I answered *yes!* my clients valued my brains at a far higher rate than a dollar for an advice, that the

poorest man who had ever entered my office had never so degraded me; if he was too poor to pay me a respectable fee, he stated his poverty, which was enough for me. After about two hours of such like work I left him, feeling I had wasted much time, yet glad that I had not left him in ignorance, whatever he might decide. On the 8th day of February, 1863, Judge Richards ordered that I should repay to Isaac Buchanan £50, that I should lose other £150, and that I should pay all the costs, which will amount to about £75, but he did not give any grounds or reasons for such, his decision. I am unable to ascertain the same, and hence, I am in total ignorance of the grounds upon which he so decided against me, contrary to the usual practice of the Judges in matters so important as this is, as these are by far the largest accounts of a like nature, which have been taxed in this province, and they form a precedent for future taxations of accounts of a like nature, having been thus supported.

This Judge—you see—because when he was in the practice of the law could not get more than a *dollar* for his advice, and was satisfied therewith,—which evidences that either he had a very low opinion of his own legal skill, or else that his clients were of a very low order, or it may be both of these,—when he obtains a seat upon the Bench—not on account of his legal talents, but solely by political agency, he thus strives to reduce the members of a Profession—which should be respectable—to degradation, by supporting such taxation. True it is that money will not make a man respectable; but it is equally as true, that the want of it has made many a man a scoundrel.

I come now to the affidavits hereinbefore mentioned as being filed by Isaac Buchanan in support of his request to Judge Richards for said order. Bear in mind, that Mr. Macnabb in his affidavit used by me in shewing cause why such an order should not be made, positively swore that only a few documents were produced, and that *only ONE of the said co-partnership Deeds was produced to the taxing officer upon said taxation.* Isaac Buchanan asked and got from Judge Richards time to answer the same, saying that such statement was untrue; and on the 19th day of December, 1862, Isaac Buchanan did make an affidavit in respect thereof, in the words following:

“That at the said taxation I produced every paper in my possession or under my control referred to in said bills, and I say, that the said Macnabb in the second and fourth paragraphs of his said affidavit, has made incorrect and untrue statements as to the papers, deeds and abstracts produced; I say that a very large number of deeds, abstracts and other documents, and *ALL the partnership deeds* of the different firms of Buchanan, Harris & Co.,

both new and old, and now charged for by said Reid, were produced EXCEPT ONE, which was not in my possession, being a partnership deed never executed; and I say, that every paper that could be found by me and my clerk, referred to in said bills, and required upon said taxation, were produced before said Heyden."

James Watson, one of Isaac Buchanan's clerks, did on the same 19th day of December, 1862, make an affidavit in respect of these matters in the words following, namely: "I did procure for said Daniell every paper and document and abstract in the possession or under the control of said Isaac Buchanan, EXCEPT ONE OR MORE of the Partnership Deeds, relating to said charges, and delivered them to him to be produced at said taxation."

James Daniell on said 19th day of December, 1862, also made an affidavit respecting said matters in the words following, namely: "The several documents, being deeds and other papers which had been SELECTED for production before said Heyden, were produced and shewn to him." Again he swears in same affidavit: "That a large package of deeds, abstracts and other papers were produced before said Master, and said Buchanan produced A NUMBER of the Partnership Deeds."

All these three affidavits were drawn by said Daniell and sworn to on the same day, as an answer to Mr. Macnabb's said affidavit that only one of said Partnership Deeds was produced to the master upon said taxation, and doubtless the greatest care was exercised by them in the drawing of same, to make out the best case they could to meet it. Isaac Buchanan does not deny Mr. Macnabb's affidavit, although he wishes it to be so understood. He does not swear that he produced every paper in his possession to Mr. Heyden upon the taxation; he cautiously swears that he produced same at the taxation; but he does not say to whom, hence he might have done so, and Mr. Heyden never see same, as the word at simply means whilst or during the time the taxation was going on. He is equally cautious in not stating to whom the Partnership Deeds were produced. He is equally as cautious when he speaks of the "every paper that could be found by him or his clerk," not to say that same were produced to Heyden, but before Heyden. The word before simply means "in the presence of," and does not even imply that Mr. Heyden saw same. But the chief point is, that he swears that he produced all the Partnership Deeds EXCEPT one; and we have undoubtedly the moral if not the legal right to draw the inference that such production was to the master or Mr. Heyden. James Watson swore that he procured and gave to Daniell, all the papers which were in Isaac Buchanan's possession or control, EXCEPT one or more of the partnership deeds. The words "except one or more," do not contradict Mr. Macnabb's affidavit, as the words "or more" may include

all the Deeds but the one that was produced. James Daniell swore "that said Buchanan produced a *number* of the Partnership Deeds," but he does not say to whom or where, and you will observe that in the first cited portion of his affidavit he clearly and boldly swore that all the papers which were *selected* for production, were produced and *shewn* to the Master; thus showing that when he drew these affidavits he fully knew the broad difference between papers being produced, and papers produced *and shewn* to the Master. The word *number* used by him although in the general use thereof implies more than one, yet it does not state how many, and in law it only means *one*. The word *selected* brings out precisely what Mr. Macnabb swore to, namely that only a few papers were produced, such as a short abstract of title, &c., and here Daniell broadly asserts that certain papers were *selected*, and only those so *selected* were produced *and shewn* to Heyden. What miserable iniquity is here brought out, and I pointed this out to Judge Richards.

Does it not appear evident that each of these three persons seemed only anxious as to how he might best save himself, each having his own object to gain!

Isaac Buchanan swears—"all except one."

James Watson swears—"all except one or more."

James Daniell swears—"a number."

What sad work! They had at the very time they made these affidavits all the papers which were shewn to Heyden, and it was of the highest importance to them that all their affidavits should be certain, and perfectly agree with each other, so as to support each other, and hence one would naturally suppose that they would have counted the number of these Deeds, and sworn positively to the same number, if they did not recollect how many there were.—These three affidavits tell too clearly their sad tale, and *abundantly prove the truth of the affidavit of Mr. Macnabb.*

On the 9th day of February, 1863, I moved in full Court to have leave to try my case before a jury, in respect of those charges for which the Court had not fixed any fees, and I explained to the Judges the said taxation as to the charges for examining into and advising upon titles. Chief Justice McLean said that I must move in the *Practice* Court, but at the same time he declared "such taxation is nonsensical, quite ridiculous." Judge Hagarty said "it is monstrous," Judge Connor said "perfectly absurd." I went to the *Practice* Court, found Judge Morrison presiding therein, stated to him the case, and asked him for a Rule Nisi, calling upon Isaac Buchanan to show cause why I should not be allowed to try these charges by a jury, which he granted, declaring my request very reasonable. A few days thereafter Buchanan by his Counsel argued

the case, relying almost wholly upon it being too late for me so to apply. Judge Morrison gave his decision in the end of May last, simply discharging the rule he so granted me, and ordered me to pay the costs thereof, but did not give any reasons for such his decision, so that I am in perfect darkness as to the grounds upon which he so upheld Judge Richards' decision.

I ask, is that fair? Is it just? "Is it not arbitrary," "most unusual?"

On the 12th day of December, 1862, (the day after that Isaac Buchanan had applied to Judge Richards, for the order to make me repay the £50 &c., but before I had heard of it,) Mr. James McIntyre, a Wholesale Merchant in this City, stopped me on King Street, near the Bank of Montreal, and after a few remarks as to the weather, &c., he said, that a *friend* of Isaac Buchanan had called upon him about the matters between us, and had asked him to see me about the same, as probably having more influence with me than any one else, and to offer to me *that Isaac Buchanan would pay my accounts in full, I simply receipting same, if I would shake hands with him, be friends again, GO ON AS FORMERLY, and let bygones be bygones*, and pressed me to accept of it, adding that Isaac Buchanan had said that I had done many kind acts for him which I had not charged for, and that he felt that I had not got justice in my church affairs with the Rev. David Inglis and his office-bearers, and that I was very harshly treated by them, and much more stuff of a like nature. I heard him to an end, and then indignantly declared that after the dishonorable conduct of Isaac Buchanan to me, I never would allow him to pollute my office as a client, and to speak of him as a *friend* was heartless mockery; that I would not debase myself by shaking hands with such a fellow, even should it be to get payment of the £200 he was defrauding me out of; and that as soon as the matter was finally settled in Court, I would publish the whole case to the world. I then left him.

On 17th day of December, 1862, Mr. McIntyre met me on James Street, near the Post Office, and after stopping me and asking if I was in any better humour that morning, said, *that if I would let matters drop, and say nothing more about it*, that Isaac Buchanan would pay my accounts in full. I also indignantly rejected that offer, because that I would not relinquish the defence of my character from the gross falsehoods respecting me, which were sworn to by Isaac Buchanan, and told by his hired menials. I told him likewise, that he had better not interfere further with my business at the request of Isaac Buchanan, or on his behalf.

On December 19th, 1862, (the evening before said matters were to be argued before Judge Richards in Toronto,) Mr. McIntyre called upon my brother, and asked him if he thought that he—Mr. McIntyre—could presume to go up to my house to see me about

these matters. My brother replied that he would not advise him to go, that he knew I felt very indignant at such interference (my brother knew that I felt it to be very *improper* interference,) and that Mr. McIntyre had better mind his own business, and let Isaac Buchanan take care of himself. Mr. McIntyre, notwithstanding, did come up to my house that evening about 6 o'clock, and sat for about an hour in my Library, urging me to take the £200, which Isaac Buchanan would pay me, and also the costs I had been put to, *if I would only promise to say nothing further about it.* I promptly refused, upon the simple ground, that my character was of more importance to me than £275 or thereabouts. When he found his mission thus fruitless, he left my house, and *went straight to Isaac Buchanan's office, and saw Isaac Buchanan there, doubtless by appointment between them.*

The matters were not argued on the following day, but were postponed until 7th of January, 1863.

On January 2nd, 1863, Mr. McIntyre called upon me at my office, solely to see me about these matters, he spent about an hour, in first making the same proposal to pay me in full, *if I would only promise not to say more about the matters, but just let them rest, and Isaac Buchanan would take any kind of a receipt I liked to give him,* and in trying to persuade me to accept of same, which I declined acceding to, for the reasons aforesaid; and he then drew a receipt and asked me if I would sign it, if I was paid in full, which I declined, as being the same offer and receipt which Isaac Buchanan had offered to Mr. D. B. Reid—my agent in Toronto, and refused by me, and which I explained to Mr. McIntyre, but told him, that if Isaac Buchanan desired to act as an honest man, he would pay my accounts in full, I simply receipting same, but that in addition thereto I would give him all which I had already offered to Daniell as hereinbefore stated.—He drew at least two other receipts slightly altering the verbiage, but all to the same effect as the first one he drew, which I declined. He then asked me to alter one of the receipts which he thus had drawn, to suit my views. I at first refused, but finally did so, stating therein, the sum to be in full of all demands against Buchanan, Harris & Co., and that I had not any account against Isaac Buchanan of a pecuniary nature, although I had done for him many and great services gratuitously. Mr. McIntyre read it carefully, thought for a minute or two, and then said, *that Isaac Buchanan would not pay my accounts and take such a receipt.* I then said to Mr. McIntyre that he had professed to be my *friend*, that I would like if he would as a simple act of justice to me, make an affidavit of these his offers to me, as it would be of great service to me in the matter yet to be argued before Judge Richards. He declined doing so, upon the ground—and mark it—that it would be *drag-*

ging him into it. I rose to my feet and calmly yet sternly replied, enough Mr. McIntyre, I will not hear aught else. He then rose, stood for a few minutes looking at the floor, apparently somewhat perplexed at such his failure, then put his hat on his head, walked to my office door, opened it, and walked out, without even the formal courtesy of a "good bye"—notwithstanding my great forbearance with and courteous treatment of him in these dishonorable offers; and that is the last time Mr. McIntyre has been in my office.

You will not be astonished when I say to you, that I am credibly informed, that the *friend* who thus called upon Mr. McIntyre, and asked his good offices for Isaac Buchanan, *was the wife of Isaac Buchanan.*

Each one of these offers, is subject to a dishonorable condition. The first one to my dishonor, in my shaking hands with Isaac Buchanan, and in my taking back Buchanan, Harris & Co., as my clients, after Isaac Buchanan's said atrocious conduct to me without any apology therefor on his part; the *bribe* to cover such dishonor, being the payment of said £200, and their Solicitorship—that is—money, Isaac Buchanan's most powerful argument. The words "and go on as formerly" contained the offer of their Solicitorship, as we could not go on as formerly unless as Solicitor and client, as well as friends, and James Daniell had either accepted or was just then about accepting of a petty County court judgeship of a back county. The next three offers were to my dishonor, in making me basely to estimate my character—thus villianously and publicly traduced by Isaac Buchanan—as of less value than money, by my accepting of said £200, and quietly submitting to such falsehoods. The fifth offer was to my dishonor, in my giving a receipt—which Isaac Buchanan has striven in vain to obtain—the very *form* of which, in the wording thereof, would have enabled Isaac Buchanan to have held me up as a scoundrel, by making it thereby falsely to appear, that I had charged him after that I cast him off as a client, for services, which, whilst he was a client I had gratuitously rendered to him. Not one of these offers was made in honour. Isaac Buchanan only desired—as these his acts do most plainly testify—to pay me said £200, provided he could thereby debase me, and cast a stigma upon my character. A man may by falsehoods be made to appear to be a scoundrel, but a man can only be a scoundrel by his own act. In respect of the former, Isaac Buchanan has been grossly guilty thereof in respect of me; and in respect of the latter, he has as I have hereinbefore shewn most strenuously sought to drive me to it, thinking no doubt that £200 of my hard earned monies was of some importance to me; but whatever may have been his success in the former, he has most signally failed in the latter.

ANOTHER INFAMOUS PRODUCTION.

On Saturday evening, 11th April, 1863, I received from Isaac Buchanan a letter in his hand writing, in the words and figures following:

MOUNTAIN, 10 | 4 | 63,
Friday Evening.

"SIR,—Before leaving for Quebec it is due to my own feelings, as well as to our former friendship, that I avail of the only opportunity I shall have to do what I can to prevent any *injury* to you professionally in the mater of business between us, *which LESS OR MORE must arise* from any decision of the Court (or if it is not removed from the Court).

"The case between us was, and is, very simple. Mr. Harris' heirs objected to your charges to the late firm of Buchanan, Harris & Co., for professional services, and other parties than myself connected with the present firm also objected to your later charges. I made up my mind to leave your charges to the taxation of our present solicitor, and myself to pay any difference, considering that, though I had served you at least as much as you had served me in the past, your services were less or more professional, which I desired to pay for, *though you said you would charge nothing*. In thus, however, paying a large sum of money to a person who seemed now anxious how best to insult and injure me, and in whose account against Buchanan, Harris & Co., it was positively stated that the time spent with me was not included, I considered it no more than reasonable that I should insist upon a discharge in full to myself personally. I asked for a discharge to all the partners, *wishing to save any DELICACY of talking of myself only* in the circumstances.

"I write now to repeat that even yet I am prepared, nevertheless all that has occurred, *to pay you, as from myself*, all I originally was willing to do, *on your giving me a simple discharge in full*.

"By this time I doubt not you are aware how utterly you were imposed upon by those who told you that Mrs. Buchanan or I had any feeling or interference in your personal or Church quarrels; and if you ever could suppose that such a matter, or that any mere money difference, could influence me, I trust that you are now able to believe the contrary.

Your obed., Hble. Servant,
ISAAC BUCHANAN."

"C. D. REID, ESQUIRE."

Let us take a survey of that most extraordinary letter. Firstly, his declaration: "to do what I can to prevent any *injury* to you professionally in the matter of business between us, which *less or more* MUST ARISE from any decision of the Court." The only "matter of business between us" was the settlement of my said accounts, and which the whole of this his letter clearly shews; hence the only monetary *injury* which could "*arise*" to me in these matters—and it is a monetary injury he clearly refers to, by his subsequent offer of money—would be the loss of the £200 which was struck off these accounts, and which he had got Judge Richards to sustain, and against which the motion I made before Judge Morrison to be allowed to try the matters before a jury, was then undecided. *That injury*—he boldly avows—*must arise, more or less* from any decision of the Court. Here then we have the clear, unclouded admission, that Isaac Buchanan knew well that by his proceedings in the taxation of these accounts, and the taxation thus effected by him, I was injured to a greater or less amount; or, in other words, that he had by these his proceedings, unjustly deprived me of what was justly due to me; and as he subsequently in his said letter offers me the same amount as formerly he did—which was the £200, it is but fair to presume that he knew I was justly entitled to the whole amount thereof.

Ought not common honesty to have forcibly rung in his ear, that his *only honorable* course, was to pay me *upon these my accounts*, the amount—less or more—whatever it might be, which he thus so very clearly admits he had *injured* me in? Assuredly every honorable man will heartily say—yes? But does he do so? No! What then does he do? Hear him:—"Your services were less or more professional which I desired to pay for, though you said you would charge nothing." "I write now to repeat that even yet I am prepared, nevertheless all that has occurred, to pay you, *as from myself*, all I originally was willing to do, *on your giving me a simple discharge in full.*" That is, he would pay me the £200 he had thus succeeded in depriving me of, on my giving him a discharge from all the services he thus admits I had rendered to himself individually!! Hence, you perceive that his only desire is to make that £200 procure his own discharge from his own personal individual obligations, not the obligations against him as a member of the firm of Buchanan, Harris & Co.—these he insists are paid in full by said taxation, but his own individual obligations to me, arising from the services which he thus admits I had rendered to him individually, which he says that he desired to pay. How the payment of the £200 to me in that way, could *prevent* the *injury* which *less or more* was of necessity to arise to me from the taxation of said accounts, I cannot see. If I was *injured* to the amount of the £200, as all these his offers clearly show that he knew that I was, certainly that £200 *was mine*, and

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an injury to me could *only be prevented* by Isaac Buchanan paying that sum to me, *upon these my said accounts* so taxed; and if he thought it was *consistent with his honor* (I hold it to be dishonorable) to offer to pay me for other services which I had gratuitously rendered to him individually, and which he had *accepted as such* at my hands, then, offer me the value of these services *out of his own money*, but do not take mine, as he thus was doing. Although several years have elapsed since very many of these gratuitous services of mine were performed, including his Great Southern Railway matters, that is the first and only time Isaac Buchanan has expressed to me a *desire* to pay me for the same; and it was only after he had thus succeeded in keeping my £200, thereby enabling him to accomplish such his desire, as he hoped at no expense to himself, and to obtain "a simple discharge in full"—the same old offer, for the same object. Of the old business of Buchanan, Harris & Co., Isaac Buchanan by being a partner, and by succeeding to his brother's estate, who was another partner, gained *two thirds* of the £200 he has thus succeeded in defrauding me out of, the other one third belonging to the estate of Mr. Harris.

Secondly. His assertion: "considering that, though I had served you at least as much as you had served me in the past." By such his offer of the £200 to me, he plainly admits that these my services were worth that sum. *All of Isaac Buchanan's services* to me in the past of every nature, and description, consisted in his sending me some years since, when I was not very well, a few bottles of claret and sherry wine, and a bottle of brandy; at another time when I was going to the sea coast for a few weeks, four or five bottles of a pretty fair claret, and a case of claret, containing a dozen of bottles, of very inferior quality, in all between two and three dozen of bottles; also a piece (a few yards) of unbleached silk, for a summer suit, which he had received, he said, from his brother-in-law in China; also six bottles of wine (at two different times) and two small 2 or 3 lb. tin cases of Glasgow rusk, which Mrs. Buchanan sent to me, when she called at my house under pretence of seeing me when I was ill with Influenza, but so as to ascertain when I would be able to go to church, in order that Inglis and his christian brethren might be able to carry out their said assault, and also two volumes of statutes. These are all the services, acts and deeds of every nature, kind, or description which Isaac Buchanan either directly or indirectly, did, performed or bestowed upon me, or to, or for me, except it was the giving to me the Solicitorship of his firm, as some of his hired supporters keep constantly crying out about, as having been "a very great thing for me," which is proof that Isaac Buchanan had nothing else he could tell them to harp upon. True it is that Isaac Buchanan asked me to accept of the solicitorship of his firm, but was it for my benefit?

No! when I began business about six years prior thereto, a friend of mine, unknown to me, (and of which I was not aware until after that I had become the solicitor of Buchanan, Harris & Co., when the person told me of it) asked Isaac Buchanan for their business for me, which he declined, saying that their business was of great importance, and that "I was an *untried* young man," when the public had *tried* me for about six years, and had well supported me, he then saw fit to ask me to accept of their solicitorship for their own interest; and he knows well, that during the ten years that I was the solicitor of his firm, that any *supposed or fancied* favor thus done to me, was most amply repaid by *real* gratuitous services to his firm, wholly irrespective of the aforesaid services which I had performed for him individually. Their business during the first five of the ten years, yielded me only £403, namely: 1852, £30; 1853, £60; 1854, £36; 1855, £142, and 1856, £135. The last five of the ten years yielded me about £1600; owing to the wild speculations of 1857 and 1858, when every one was going mad, and the merchants seemed anxious to get rid of their goods to the first fellow who came along. The year 1861 only amounted to £152, showing a return to old figures. When I deduct from that £1600 the £200 which Isaac Buchanan has thus defrauded me out of, and the £75 of expenses he has thus put me to, there will be only £1325 left; so that, in round numbers, the whole amount I have made out of their business for the 10 years, is about £1700; a sum which you will readily admit would not enrich me much. The disbursements in carrying on their business were very heavy; and owing to the often and long absence of Isaac Buchanan, the presumption of Plummer Dewar, and the peculiar mixture of conceit and stupidity existing in the head of James Watson, their solicitorship was latterly a very troublesome one.

Isaac Buchanan well knows that my services to him in the Great Southern Railway matter alone, were worth much more than the £200 he thus offered me. When he begged of me to assist him in getting him out of the very serious—yea ruinous—difficulties he was involved in by that matter, I would not take it up as a matter of business, but only as a matter of commiseration for him as he knew, I not expecting one tenth part of the labor I have had; but once entered thereon, I went through with same, and finally accomplished his relief, the whole time I spent therein, if added together, would amount to some months. Judge Burns desired to know why I could not take it up as a matter of business? Some of you may have a like desire. I reply, simply as I replied to Judge Burns, that although when pressed by Isaac Buchanan, I did all I could properly do for him in the matter, from a feeling of commiseration for him, yet, that I could not take up as a matter of business, a matter so notoriously bad as it was, and in respect of Isaac Buchanan's conduct in his obtaining the control thereof, the

Committee of Parliament of the House of Assembly, who were specially appointed by the House to examine into the matter and report to them, did unanimously report (after a most careful and minute examination of Isaac Buchanan, his witnesses and others with papers and documents,) to the House, amongst other matters (their report contained 47 pages,) in the words following, namely: "His mode of obtaining this control, though singularly successful in the instance referred to, is, your Committee trust for the honour of public men and the sake of morality, one seldom resorted to in this country, and one which will not soon again be repeated. It simply consisted in the giving of a *direct* BRIBE of \$100,000 to obtain the removal of three of the Directors, and the substitution in their stead of three of his own nominees."

I pass over the other portions of this letter of Isaac Buchanan, as unworthy of my notice, simply stating in passing, his expression therein—"to save any *delicacy*"—it being so richly *savoury*.

I forbear at present pointing out any more of the many and great acts of grace which I performed for Isaac Buchanan. I wrote him on 19th of April, 1862, a letter of seven foolscap pages, reminding him of some of the same, which I may at some future time publish, if his conduct necessitates it, and which his present conduct would fully justify me in doing. Suffice it for me to say at present, *that by these gratuitous services of mine, Isaac Buchanan owes to me his present position in the Mercantile world.*

I have now in conclusion to call your attention to his subscription to his said letter, "Your obed. Hble. svt," that is, "your obedient, *humble* servant." What abjectness!! But when you recall to mind that in his said letter to me of date 4 January, 1862, he calls me "a most dishonorable scoundrel," and in his said affidavit of 20 February, 1862, he swore to the same, and has not since retracted the same, what degradation and debasement does he thus cover himself with, in thus declaring himself—the *obedient HUMBLE servant* of (according to his said letter) a most DISHONORABLE SCOUNDREL! How is the mighty fallen! The Head of "Our House" thus declaring himself, the "obedient *humble* servant" of him, whom he had thus so shortly before, declared to be "a most dishonorable scoundrel!!"

O! tempora. O! mores.

Yours faithfully,

COLIN D. REID.

NOTE.—In order that Isaac Buchanan, James McIntyre, James Daniell and James Watson, may know what I have thus said in respect of them, and take such measures as they may see fit thereon, I will send to each of them, forthwith, a copy hereof.

C. D. R.

