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ENQUIRY UNDER R. S. C., CAP. 114

REPORT

OF

THE COMMISSIONER,

*(The Honorable William White, Judge of the Superior Court,
Province of Quebec.)*

OTTAWA, OCTOBER 6th, 1900.

SHERBROOKE, OCTOBER 5TH, 1900.

To the Honorable, the Postmaster General, Ottawa :

IN RE.

Enquiry ordered under R. S. C. Cap. 114, as to an alleged abstraction of \$200.00 from letter mailed at Kinnear's Mills Post Office on the 6th December, 1899, by Rev. J. M. Whitelaw addressed to the Rev. Dr. Warden, Toronto.

SIR,—I have the honor to report that in accordance with order in Council of the 26th of July last, and your letters of instruction of the 27th and 31st of the same month, and also yours of the 4th of Aug. last, and after taking communication of copies of the record of the previous investigations in this matter, held by Inspector Bolduc and Inspector Hawken, I gave notice to those persons, whose attendance I considered necessary as witnesses, that I would commence the enquiry at Inverness—the Chef Lieu of the County of Megantic, on Tuesday, the 21st of Aug., at 9 a m.

INTRODUCTION.

Judging from the record and papers sent to me, the persons to whom I issued summons on the 8th of Aug. were the following :

Rev. J. M. Whitelaw, Kinnear's Mills.

Jas. Kinnear, jr, Ex-Postmaster.

David Frizzel, Kinnear's Mills.

Rev. Dr. Warden, Toronto.

Miss King, Toronto.

Jas. Kinnear, sr, of Kinnear's Mills

Miss M. M. Kinnear, Ex-Assistant Postmaster.

Inspector Bolduc, and

Assistant Inspector Green.

Intending to limit the enquiry to the examination of those whose evidence appeared to me material.

A day or two later I learned that Ex-Postmaster Kinnear and his daughter, had moved to Toronto, and upon their being summoned, I received an application from J. J. McLaren, Q.C., for permission to attend the enquiry on their behalf.

This application I granted conditionally, restricting the counsel, to such limitations, as are usually attached thereto on obtaining leave to attend a coroner's inquest

Late in the evening of the 17th of August, I received a similar application from J. A. Lane, Esq., Advocate of Quebec, for leave to

appear on behalf of the Rev. Mr. Whitelaw. Mr. Lane's letter will be found attached to the papers in Appendix "D," accompanying this report.

It contained a list of 20 witnesses, whom he desired to be summoned; and this list contained the names of only three, who had already been summoned, thus making an additional number of 17.

It was impossible to summon these witnesses, for the 21st, as Subpœnas could not be issued until Saturday the 18th, and could not arrive by mail in Inverness before the 20th, which would not give a sufficient delay for attendance on the 21st. I therefore did not summon them, desiring before doing so to be informed in some measure as to what it was desired to show by them, intending, should I consider it necessary in the interest of the enquiry, to adjourn to a later date.

On Monday, the 20th, I received a telegram from Mr. Lane (also annexed, Appendix "D") requesting me to postpone for 10 days

This I could not consent to, as all arrangements had been made for the 21st, and at least 5 persons were expected from Toronto, besides the Inspectors from Quebec, and those witnesses who had been summoned from the locality.

I therefore left Sherbrooke on the 20th, taking with me Stenographer Gatién.

On arriving at Inverness on the morning of the 21st, I was surprised to find the Court room thronged with a large number of persons who were evidently taking a deep interest in the proceedings. A large number of these were apparently members of the Rev. Mr. Whitelaw's congregation at Kinnear's Mills.

At the opening of the investigation, Mr. Whitelaw desired to know if he was to have the privilege of counsel, stating that there were really two parties to the investigation; that the Ex-Postmaster was one, and that he was the other:—that the Postmaster was represented by counsel, Mr. McLaren; and that he was without counsel, and made an earnest appeal for what he styled "British Fair Play."

This appeal appeared to be somewhat vociferously seconded by a number of persons present, whose demonstration indicated that they were strongly sympathising with Mr. Whitelaw.

We informed Mr. Whitelaw that it was impossible to postpone the enquiry, but we would do our utmost to see that the fullest opportunity should be accorded to him to adduce such evidence as we considered to be material to the enquiry, but that we must proceed at once with the examination of those witnesses who were present; particularly with himself and those from Toronto.

It then appeared that nearly all the witnesses, whom Mr. Lane had requested should be summoned, were present. Their names were called, and those who answered, were ordered to remain in attendance until they were discharged.

It soon became apparent that if the investigation was to be productive of any good in the public interest, it was quite important that no one of the parties compromised by the evidence, should have any ground to complain that his pretensions were not receiving fair consideration.

We, however, carried out our intention of examining those who had been summoned, as well as others whose names had been furnished, and who were in attendance.

This occupied two full days; three sessions per day, 9 a.m. to 12.30 p.m.; from 2 p.m. to 5 p.m., and from 7 p.m. to 10 p.m.

For the reasons above stated, it was impossible to prevent the adduction of evidence, which had but a remote bearing upon the facts material to be enquired into, as will be seen by the evidence (Appendix "A") taken during the first two days.

At the close of the 2nd day, Aug. 22nd, there still remained a number of witnesses present not examined; and as it appeared necessary to adjourn to secure the attendance of others who were not present, I decided to adjourn for about ten days, until the 5th of September, to give time for the service of other summons, and to give Mr. Whitelaw the delay that he and his counsel desired.

I again returned to Inverness on the 4th of Sept., and on arriving at Inverness, on the 5th, I found all parties present, ready to proceed without any ground of objection, and Mr. Whitelaw was represented by the Hon. T. Chase Casgrain, Q.C.

Mr. Casgrain assisted materially in abbreviating the examination and cross-examination of witnesses, and we succeeded by 10 p.m. in concluding the taking of evidence, which is herewith transmitted as Appendix "B" and Appendix "A."

The Appendix "C" contains the exhibits produced during the course of the enquiry.

The Appendix "D" contains the formal proceedings, subpœnas, accounts, etc.

EVIDENCE.

In order to examine the evidence, or at least such portion of it as I deem material, the more concise way will be to consider the facts established, in the order of the events as they occurred. The most important will be those which took place at the following dates:

December 6th, 1899, mailing of letter.

" 20th, investigation by Assistant-Inspector Green.

" 27th, " " Inspector Bolduc.

" 28th, Mr. Whitelaw's withdrawal of charges.

January 1st, 1900, visit to Mrs. Kinnear by Mr. Whitelaw to secure promise of \$200.

January 20th, second visit of Mr. Whitelaw to Mrs. Kinnear to obtain the \$200.

May 25th, 1900, investigation by Inspector Hawken.

I will examine the evidence bearing upon the events of these

dates, and which are the principal dates made prominent in the enquiry, and refer briefly to whatever may have taken place between these dates and leading up to them.

DECEMBER 6th, 1899.

On the afternoon of this day a number of the leading members of the congregation of the Presbyterian Church at Kinnear's Mills assembled at a social gathering at the residence of the elder, the witness, Dr. Thompson. Among them it is only necessary to mention

Mr. and Mrs. Whitelaw.

Dr. and Mrs. Thompson.

Mr and Mrs. Jas. Kinnear, jr.

Mrs Albert Kinnear, of Quebec.

There then appeared to exist between them all the most friendly relations and sentiments of confidence in each other.

After tea, and probably about 7 p.m., Mr. Kinnear (who was then the Postmaster at Kinnear's Mills) arose to withdraw, excusing himself, as he was obliged to go to the Post Office to make up the mail, which was to leave Kinnear's Mills early the following morning by the mail carrier, to be transported to "Robertson," a station of the Quebec Central Railway, to proceed thence to Quebec. The distance between Kinnear's Mills and Robertson is about 12 miles.

Mr. Whitelaw also rose, declaring his intention to accompany Mr. Kinnear, as he was desirous of mailing some letters to go by the same mail.

They went in company to the Post Office. After Mr. Kinnear had lighted a lamp, Mr. Whitelaw presented three letters, in large foolscap envelopes, to be mailed and registered:—one addressed to the Rev. Dr. Warden; one addressed to H. T. Machin, Provincial Treasurer, of Quebec, and a third to Mr. J. J. Rousseau, of Inverness.

About this time the witness, Mr. David Frizzle, entered the office. In his presence postage stamps were affixed to the three letters, which were also post marked with the letter "R" and the date stamp; the date of the latter having been altered to the 7th, as the mail did not leave until the following morning. While this was being done Mr. Whitelaw made a remark to the effect that the letter to Dr. Warden contained a considerable amount of money, and asked the Postmaster to use due precaution.

He states that the envelope contained a letter and private note, \$200 in 6 bank bills (three 50's, two 20's and a 10) and in order that the bills might not be observed, that he likewise enclosed a blank piece of paper (page 1).

He then returned to Dr. Thompson's, to be followed "*shortly afterwards*" by Mr. Kinnear. Before Mr. Whitelaw left the Post Office, Mr. Kinnear gave him three receipts or certificates for these letters (Exhibits 26, 27 and 28).

After he left, Mr. Kinnear made up the mail, enclosing the three

registered letters, along with a fourth, in a registered letter bill, (Exhibit No. 25) which shows that the fourth registered letter was one addressed to the Montreal Bank, Ottawa; and after making up his mail, deposited the whole in his mail bag, ready to be despatched. He then enquired of Mr. Frizzle what he could do for him. After a few moments Mr. Frizzle left. Mr. Kinnear then took his mail bag and placed it carefully away in its usual place in a closet in a room of his house adjoining, and followed Mr. Whitelaw back to Dr. Thompson's.

Mr. and Mrs. Jas. Kinnear, jr., and Mr. Albert Kinnear remained at Dr. Thompson's for some hours, and returned home together at about 11 p.m. On their return they all immediately retired to their apartments up-stairs.

During the evening their son, Alexander, was lying upon the bed in a room adjoining the room in which the mail bag had been placed, being confined by a broken leg,—an accident having occurred to him sometime previously.

From where he lay he had a view of the place where the mail bag had been placed, and he is able to state positively that no person had access to it from the time it was placed there by his father up to the time when it was delivered to the mail carrier the following morning.

Miss Kinnear did not go to Dr. Thompson's that evening, as she was absent at Inverness, about 12 miles away, and did not return until about 7 p.m. When she returned her father, mother and aunt (Mrs. Albert Kinnear) were at Dr. Thompson's. She did not know what took place in the Post Office that evening, nor of the mail bag being put in the closet, as she was, during that time, in another room playing the piano, while her younger sister, Effie, was playing with her cousin, a lad about 4 years of age. They remained there for some time, but retired early. About quarter past 8.00 Miss Kinnear went up-stairs with her sister and little cousin. They remained in his room until he fell asleep, and then retired into their own room and went to bed.

As Mrs. Albert Kinnear and her child were leaving the following morning, the family were up somewhat early to get breakfast for her. Miss Kinnear did not come down stairs until after the mail carrier had taken away the bag.

These are the events which took place at the residence of the Postmaster during that evening and night, and are proved by all the members of the family, whose credibility on these points I have seen no reason to doubt.

Exhibit No. 1 is the letter in question.

“ “ 2 “ envelope.

The letter states that the writer is enclosing \$200 from Mr. Jas. Kinnear, sr., and how it is to be distributed.

December 7th-20th.

The letter left Kinnear's Mills on the morning of the 7th of December, and arrived in Toronto in due course on the evening of the 8th. On the morning of the 9th, the letter carrier brought it to Dr. Warden's office and delivered it to Miss King, his lady stenographer; she receipted for it in the outer office and immediately took it to Dr. Warden, who was in the inner office. He opened it immediately in her presence. It contained the letter from Mr. Whitelaw, a Quebec Bank statement, and a piece of cardboard, but neither money nor private note. Dr. Warden says, from the manner in which he had previously received money, both from Mr. Kinnear and Mr. Whitelaw, he expected the money would be in dividend cheques. As there were none in the letter, he thought of telegraphing; but upon ascertaining there was no telegraph office at Kinnear's Mills, he wrote to Mr. Whitelaw the letter (exhibit 3) dated the 9th, and, before he received any reply wrote a second one (exhibit No. 6), dated the 13th.

In the first of these letters, Dr. Warden informs Mr. Whitelaw that the envelope contained nothing but the letter, the Quebec Bank statement, *and the piece of cardboard*, and expresses the hope that the money was in the form of a cheque or draft, and that in some way it was omitted to be enclosed. He further states in it that from the shape of the envelope it does not seem that it could have contained much more than what he actually found in it. He says "it is flat and not bulged out at all."

The second letter expresses anxiety at not having received a reply to the first. It appears that, when the first letter arrived at Kinnear's Mills, Mr. Whitelaw was absent from home, but received the first letter on or before the 14th, on which day he sent the telegram (exhibit No. 5), "Sent bills, Quebec, American, Hochelaga, fifties, two twenties, one ten. Writing." And on the same day wrote the letter (exhibit No. 6.)

This letter, of course, is important, as it contains Mr. Whitelaw's first formal statement. It is as follows:

"Dear Dr. Warden,—I have just returned from meeting of Presbytery at Richmond to be shocked by receipt of your letter. At the same time I mailed three registered letters, and the other two arrived all right. I cannot understand it, otherwise than it is a matter of extracting money from the letter, for I assure you the money was sent all right. In that case you would naturally suppose there would be some evidence of the envelope being opened. I have wired you that I sent bills,—one American fifty, one Hochelaga fifty, and one Quebec fifty. I think the two twenties were Quebec, and also the ten. I generally note the numbers of large bills, but as we had to attend a social function that evening, I did not take that precaution. Was the envelope sealed with wax when it reached you? I did not put on any wax, but closed it securely, and remember remark-

ing to the Postmaster to use every precaution as I was sending quite a sum. The Postmaster weighed it to ascertain if it were over weight, but it was not. This is the first time anything like this has happened in my experience, so I am quite at a loss to know what to say and what is best to be done. Probably I had better not do anything at this end until I hear from you. The name I gave you was not John Kinnear, but James Kinnear. Was the letter in my writing? *Where did the Quebec Bank statement and cardboard come from?* Probably these may lead to a clue. Please let me hear from you at earliest date.

Very truly yours,

J. M. WHITLAW.

On the next day, the 15th, Mr. Whitelaw received Dr. Warden's letter of the 13th, and wrote again. This letter is also important.

"Kinnear's Mills, Dec. 15, '99.

Dear Dr. Warden :

Your second letter re. my registered letter is just to hand. The envelope must surely show signs of being opened. I have just seen our Postmaster, who remembers distinctly of my mailing the three registered letters, each with an official or large white envelope. The one addressed to you was the heaviest, and I asked him to weigh it, so as to make sure that it was not over weight, so that it must have been very near it,—so far as we can remember it was within $\frac{1}{4}$ oz. of full weight. He did not notice that any one of the letters was soiled in the closing. I told him to be careful, because a considerable sum was being sent. A Mr. Frizzle was in the office at the time and heard our conversation, but I have not seen him since. *The Postmaster has thought best to write P. O. Inspector Bolduc in the connection.* Our Postmaster, from late past experience, has suspicions, but of course I dare not write these. I scarcely know what to write. I have never even seen a Quebec Bank statement to my knowledge, and Postmaster said same was true of him, *but I doubt that.* I am just leaving to open our new church in the East Angus mission, and will not be back before Wednesday, the 20th, so that any communication from you in meantime will have no reply before that date. Hoping that we may soon find guilty one.

very truly yours,

J. M. WHITLAW.

As the result of this correspondence, Dr. Warden handed over the envelope and contents (exhibits Nos. 1, 2, 12 and 12a) to Post Office Inspector Henderson, of Toronto, who forwarded them immediately to Inspector Bolduc of Quebec, as Kinnear's Mills is in his division. On their arrival in Quebec, Assistant Inspector Green, being about to open up the envelope at the ends, (as he says is usually their custom) he discovered that one end of the envelope had been

very neatly cut off and mucilaged again. Whether this had been noticed in Toronto or not, does not appear.

Mr. Green was sent to Kinnear's Mills on the 19th, and arrived there on the 20th.

December 20th.

Mr. Green first went to Mr. Whitelaw's, but found that he was absent. He interviewed Mrs. Whitelaw, who spoke rather disparagingly of the Postmaster and his daughter. He then went to the Post Office, and there made a thorough examination of the Post Office and store, but could find neither mucilage, nor any cardboard resembling that contained in the letter. He charged the Postmaster with the abstraction; and the charge was received apparently, not only with surprise, but with indignation, by Mr. Kinnear and also by the members of his family.

Mr. Green examined the Post Office key with which the mail bags were locked, and he ascertained that it was kept tied to the desk in the office. The appearance of the twine and knot indicated to him that it had been tied there for a considerable length of time, so that it evidently had not been taken from its place to unlock the mail bag after it had been left in the dining room cupboard, but if the mail bag had been opened after it had been placed in the cupboard, it must have been carried out and taken into the office, where the key was attached to the desk. His searches there having established nothing against the Postmaster, he returned to Mr. Whitelaw's in the afternoon to await his return, and arrived there before Mr. Whitelaw. Being provided by Mrs. Whitelaw with a chair and some paper in the study, Mr. Green awaited Mr. Whitelaw's return. While there, he made an examination, and found a bottle of mucilage, which he thinks was called "Munn's Liquid Glue," such as might have been used in sealing the cut end of envelope. When Mr. Whitelaw arrived, Mr. Green explained to him the object of his visit. Mr. Whitelaw was unable to account for the disappearance of the money, but stated that he was positive he had never placed any cardboard in the envelope (page 201), that he had never seen the bank statement, and that he was sure he had enclosed the \$200. Mr. Green then said to him: "Are you quite sure that you did not cut open the envelope and reseal it with this?" at the same time picking up the mucilage and showing it to him.

Mr. Whitelaw's manner, when asked this question, left rather an unfavorable impression upon Mr. Green, who says that after a few moments Mr. Whitelaw said he was perfectly certain he had done nothing of the kind. He was then asked as to the bank bills, and from whom he had obtained them. It then transpired that the bank bills had not been received from Mr. Kinnear, but on the contrary, cheques had been received.

Mr. Green asked, if it would not have been better to have sent the cheques, as they were payable at par in Toronto. Mr. Whitelaw

stated that he preferred to send the bank notes, and that he had still in his possession the Consumers Gas Companies Cheque. This certainly was not true, as it is now produced (exhibit No. 14), and it is stamped as deposited at the Canadian Bank of Commerce in Montreal, on the 6th of that month, having been endorsed by Mr. Whitelaw to R. Wilson Smith, Meldrum & Co., brokers, and sent by him on the 4th of December to cover purchase of 300 shares, Montreal and London mining stock purchased for him on the 1st of December. (See exhibit No. 43).

The next morning, Mr. Green left Kinnear's Mills and went to Thetford Mines, where the Quebec Bank has a branch office, for the purpose there of getting further information in regard to Quebec Bank statements, similar to the one found in the envelope. He had ascertained before leaving Quebec, that they had not been sent out from the head office. Mr. Jones, the manager, informed him that they had been generally distributed; that he had given instructions to send out some to names which appear in Bradstreets and Dun, Wyman's publications, and to underline with red pencil, the words "Thetford Mines" on such as were sent out by mail to special addresses. Those distributed generally from the office, did not have the words "Thetford Mines" so underlined, (see the evidence of Mr. Jones.) These facts are of some significance, because it is satisfactorily shown that if one came to the post-office, addressed to Jas Kinnear, he thought it was meant for his father, and sent it to him, as he was a Quebec Bank Stock Holder. The old man says he saw such a one, but it was lost or destroyed. It undoubtedly would have had a red line, as one has been produced (exhibit No. 28) received in a letter by Ed. Bracken, and it has a red mark. The exhibit 12 a, has no red mark, and is therefore one that has been picked up from those in general circulation (page 140).

Mr. Green then returned to Quebec to report to Mr. Bolduc, obtain all the correspondence for Toronto, and push further enquiries.

December 27th.

On this day Mr. Green returned to Kinnear's Mills, accompanied by Inspector Bolduc. What then took place I consider quite important, as determining the weight and degree of credibility to be given to the testimony of the witnesses respectively.

In the morning, learning that Mr. Whitelaw was absent and would not return until the evening, they called at the Post Office for the purpose of testing Mr. Kinnear again. They rather assumed, in conversation with him, that he was the guilty party, or had some knowledge of the matter, and about noon, left the family under the impression they so considered. In the afternoon, they went to the residence of David Frizzle, and there ascertained from him positively that the envelope had been stamped and post-marked in his presence at the time it was received from the hands of Mr. Whitelaw. A care-

ful examination of the cardboard showed that it must have been in the envelope at that time, as it bore a slight impression of the post mark. This fact convinced them, that Mr. Whitelaw's statements, that he had not enclosed the card board, and had never seen such, were untrue, and confirmed them in the opinion that the envelope had never enclosed any bank bills. In the evening they met Mr. Whitelaw at his house on his return. Mr. Bolduc informed him that anything he said might be used as evidence against him, but wished him to make a statement. He asked for time, and did not wish to make any statement that night; and told them he was obliged to leave Kinnear's Mills at 8 o'clock the next morning. Mr. Bolduc says, as he seemed to wish to put the matter off indefinitely, he told him they could not give any delay, but that he might have until next morning. It was arranged they should return at 7 o'clock the next morning. From the evidence it would appear it was about 6.30 p.m. when they met Mr. Whitelaw; and their interview must have occupied sometime. After they left, Mr. Whitelaw went to see Mr. Kinnear, and it could not then have been earlier than 7.30 p.m. There is great contradiction between Mr. Whitelaw and 4 members of the Kinnear family, as to what took place that evening and that night; and either Mr. Whitelaw swears falsely, or the four members of the Kinnear family do. He says he went and met Mr. Kinnear in the Post Office, and there had a lengthy conversation with him, before going into the house. They all swear positively that the Post Office was closed before that hour; that Mr. Kinnear had come into the house and that Mr. Whitelaw came to the house, and had no interview with Mr. Kinnear in the Post Office; and the four members of Mr. Kinnear's family declare that they heard all that took place that evening, between Mr. Kinnear and Mr. Whitelaw. Mr. Whitelaw says that at the lengthy interview in the Post Office, before going into the house, various propositions were made by Mr. Kinnear; that on Mr. Whitelaw's informing him the Inspectors were to call next morning and that if he should say he had placed the money in the letter, Mr. Kinnear would certainly be arrested and taken to the jail in Arthabaska on a criminal charge of having abstracted the money; that these various propositions were discussed between them in the Post Office: that Mr. Kinnear expressed his willingness to pay \$5,500, rather than be arrested or have the matter go any further; that Mr. Whitelaw informed him that he believed that if the \$200 was provided, or that the Inspectors were told it would be provided, the matter would end there; that Mr. Whitelaw consented to assume the responsibility of saying to the Inspectors the money would be forwarded, provided Mr. Kinnear would furnish the money and give him a note for \$5,300, to protect him from the responsibility of so acting and which, he said, might cause him "immediate trouble"; that he would not take a note for \$5,500, as the \$200 must be provided in cash; that after considerable discussion,

this arrangement was consented to by Mr. Kinnear, but he, Mr. Whitelaw, wished him not to act upon it hastily, but to consider the matter carefully, and talk it over with his wife, and that if it was decided upon, the note and the money might be furnished to him later during the evening or night, but that it must be arranged before the morning; that he and Mr. Kinnear then went into the house to discuss the arrangement with Mrs. Kinnear. Mr. Whitelaw admits that all that took place in the house, was heard by Mr. and Mrs. Kinnear, Miss Kinnear and Alexander Kinnear. All four of these swear positively, that there had been no interview in the Post Office; that there had been no talk whatever about the note of \$5,000 or \$5,300, or any amount; that the only talk was of providing \$200: that after considerable discussion Mrs. Kinnear, in her agitation and her alarm, promised to provide \$200 rather than have her husband arrested; that in their discussion about it they suggested Mr. Whitelaw ought to provide one half the amount, as they were innocent, and were not responsible for the loss of the money, and that Mr. Whitelaw ought to suffer half of the loss; that he refused to do so, on the ground that he was in no danger, (as the letter was his and he could put anything he liked into it), and it was quite sufficient for him to assume the responsibility of telling the Inspectors the money would be forwarded, which might bring him into "immediate trouble"; that the matter of providing the money was discussed; that Mr. Kinnear refused to provide the money, but Mrs. Kinnear promised she would do so later; that Mr. Whitelaw stated he had about \$150 of his own, and to make up the amount Mr. Kinnear let him have from his cash box \$60 or \$65, and gave it to Mr. Whitelaw to be returned about the 1st of January, as Mr. Kinnear desired to use it at that time; that Mr. Whitelaw then left.

Both parties swear that after his departure, and during the night, Mr. Kinnear made three visits to Mr. Whitelaw's house.

Mr. Whitelaw's version of the first visit is to the following effect, (page 8): "I found all my family in bed but my wife, to be followed very shortly by Mr. Kinnear. He brought with him \$60 or \$65, asked me if I could make up the balance of the \$200, that he would give it to me later on. He then asked me to draw the promissory note. I drew it in my study, but asked him not to sign it yet. I said to him it was a serious matter and don't sign it just now. I told him to take it to his house, and he could sign it in the morning, which he did."

His version of the second visit is to the following effect: "About midnight, Mr. Kinnear returned. Matter was talked over. I do not know whether it was at that visit at which he handed me the note. I rather think it was at the second visit. He went back home."

His version of the third visit is to the following effect: "About 4 o'clock in the morning, he called again. At this time. I certainly

was in possession of the promissory note for \$5,300, signed by him. We talked the matter over, and our understanding was, that this note was not to be collected unless I was put to a certain amount of expense, if an investigation was to be made; and when everything was over, I was to take whatever expense I was put to out of this document. He then left and went back home."

The evidence of the Kinnear family, as to these three visits is quite different.

They state that the \$60 or \$65 had been given to Mr. Whitelaw before he left their house. That immediately after his leaving they discussed the arrangement and considered it quite imprudent; that it was suggested amongst them, Mr. Whitelaw would get himself into trouble, particularly as he would not be able to account to the Inspectors for the envelope having been cut at the end and remucilaged; and that Mr. Kinnear was immediately despatched after Mr. Whitelaw for the purpose of drawing his attention to the matter, and to dissuade him from any attempt to carry out the arrangement; that this first visit was so soon after Mr. Whitelaw's leaving, that Mr. Kinnear almost expected to overtake him before he reached his house; that Mr. Kinnear returned saying that Mr. Whitelaw felt convinced the arrangement could be carried out without any great difficulty, and persisted in it; that the matter was again discussed among themselves, and it then occurred to them Mr. Kinnear might be compromised, if Mr. Whitelaw handed over the \$60 to the Inspectors, inasmuch as they had examined his cash-box, and might have taken the numbers or denomination of the bills and might recognize them as Mr. Kinnear's, where upon Mrs. Kinnear went to her son's room and obtained from him a similar amount out of a sum of \$100 which the son had provided himself with a short time before he broke his leg, as money he would require when he went to Montreal to college; that the second visit was for the purpose of exchanging the money with Mr. Whitelaw and that the second visit was made expressly for that purpose and that the money was then exchanged; that Mr. Kinnear brought back to his house the money which he was afraid the Inspector would recognize, and left with Mr. Whitelaw the other bills he had obtained from the son's money; that, later in the night, they continued to be quite disturbed and dissatisfied with the whole arrangement, and feared that they too might be compromised, that they finally resolved that he personally would have nothing more to do with it; and that Mr. Kinnear's third visit during the night, was for the purpose of getting back the son's money, and telling Mr. Whitelaw, that he would not consent to the arrangement; that Mr. Kinnear did get back the money, and made known his determination to Mr. Whitelaw to have nothing to do with it.

These are the opposite versions of what took place that night. It is clear they differ most materially, and whichever is accepted as true must stamp the opposite version as untrue.

My conclusion as to which version is the more credible will be stated later.

Certain it is, that on the following morning, when the Inspectors called upon Mr. Whitelaw, at about 7 o'clock, he stated to them that he was prepared to inform Dr. Warden that the matter was all right, and that the money would be forwarded. Mr. Bolduc replied that that would not be sufficient; that their business was to investigate the matter as one affecting the Post Office Department; and that they must know positively whether all charges against the Department were withdrawn or not. After some hesitation, Mr. Whitelaw decided to make a declaration, and made it in the statutory form. It is the exhibit No. 15. It is a formal withdrawal, voluntarily made, of all charges against the Department.

In testifying, Mr. Whitelaw would rather convey the impression that its exact purport was not fully considered by him; but that he signed whatever was dictated by the Inspectors. This, however, is certainly not frank. The declaration speaks for itself; and the evidence of Messrs. Bolduc and Green establishes that its exact purport was discussed. Their evidence is fully confirmed by the fact that Mr. Whitelaw received a copy of it at the time, prepared for him at his own house by Mr. Bolduc. This copy is also filed, taken from Mr. Whitelaw's possession. It is the exhibit No. 42.

This took place on the morning of the 28th. The Inspectors then left, and called at the Post Office to apologize to Mr. Kinnear and his family for their having made charges injuriously affecting him. They were followed almost immediately by Mr. Whitelaw, who, finding that the Inspectors were in the Post Office, went into the house, and had Mr. Kinnear sent for. His action at that time was such as to leave the impression that the object of his following was, if possible, to prevent communication between the Inspectors and Mr. Kinnear. The Inspectors returned to Quebec. Mr. Whitelaw communicated with Dr. Warden by letter of December 28th. It is the exhibit No. 17 of the record.

"Kinnear's Mills, 28/12/99.

" Dear Dr. Warden,—

" The P. O. Inspector has been here twice looking up the matter
 " of my letter to you. Let me say that the matter has been adjust-
 " ed, and I am pleased to say that our Treasurer will be in a position
 " to remit with the congregations' contributions. It has caused me
 " much anxiety. I hope to meet you sometime, and give you all the
 " information of which I am possessed in the premises.

Very truly yours,

J. M. WHITELOW."

January 1st, 1900.

Inasmuch as on the morning of the 28th of December, when Mr. Whitelaw withdrew all charges against the Post Office Depart-

ment, the Inspectors informed him that the cardboard bore on its face direct evidence of its having been in the envelope when it was stamped and post-marked, and therefore showed that his statement that he had not enclosed it was untrue, Mr. Whitelaw became anxious to change his statement in that respect, as in fact he attempted to do, when his attention was drawn to the matter by the Inspectors.

On this day, New Year's Day, after thinking the matter over, he wrote the letter (exhibit No. 38) to John Whyte, Esq., in which he states as follows:

"When I wrote to Dr. Warden, telling him that I did not enclose any cardboard, I simply meant of course that I did not *substitute* cardboard for bills." This clearly is a false pretence, as his original letter to Dr. Warden does not convey any such meaning. That letter (exhibit No. 6) to Dr. Warden referred to the cardboard only in these terms: "Where did the Quebec statement and cardboard come from? Probably these may lead to a clue." It is not possible that the meaning was simply that he had not enclosed it as a substitute for bills.

It will be seen also that he endeavors to make the same explanation in the letter (exhibit No. 19) written by him on the 8th January to Dr. Warden. In it he says: "I mention the cardboard, because in my letter to you I stated that I had not enclosed it, *meaning as a substitute* for bills." It is clear that he realised how seriously he was compromised by his original statement, after learning that the card board bore evidence against its truth.

On New Year's day, Mrs. Kinnear's father, Mr. Alex Martin, dined at their house. Learning that Mr. Whitelaw had, on the night of the 27th of December, obtained from her a promise, or a partial promise, to provide the \$200, he was so annoyed, that he sent to the Mause and requested to see Mr. Whitelaw, who came to the house of Mr. Kinnear, and an interview took place, which led to a stormy discussion. Mr. Whitelaw stated that Mrs. Kinnear had made such a promise, and that the family were all willing to pay the \$200. Mr. Kinnear immediately replied, that he was not willing, and never was, and that he would not pay the money. Mr. Whitelaw contradicted Mr. Kinnear, and said that he had got part of the money that evening and took part of it home with him, to which Mr. Kinnear replied: "The money you got and took home was loaned. I lent you that money and then went up to your house that same evening, and brought back that money, and told you I would have nothing more to do with it," upon which Mr. Whitelaw, somewhat excitedly said: "if you are a man, be a man," and walked up to Mr. Kinnear and said "you know that you did give me part of the money and were willing to have it paid, *and you know, and I know*, and Mrs. Kinnear *don't know*, and Mr. Martin *don't know* something." Mr. Whitelaw repeated this twice, and was going towards the door to

leave, when Mr. Kinnear went up to him, and said "If you know anything, tell it; tell what you know, because I wish Mr. Martin and my wife, to know everything;" and Mr. Whitelaw said that he would not tell. Mr. Whitelaw substantially admits that he was so challenged to tell what he knew, and states that he was referring to his possession of the \$5,300 note. Mr. Kinnear replied to him, "You have no reply to make, you don't know anything that my family does not know." Mr. Whitelaw said, "I will tell when the time comes," and he left. After he left, Mr. Martin forbade his daughter, Mrs. Kinnear, to pay the money, and requested her to leave the matter in his hands. She gave him her word of honour that she would not do anything without his consent. That this is true, is proved with certainty by what took place later the same evening.

Mr. Whitelaw had written to Dr. Warden that the money would be forwarded. On that same day, New Year's day, he went with his elder, Dr. Thompson, to the Church Treasurer, Mr. Warcup, and obtained \$200 for the purpose of transmitting it. Mr. Warcup advanced it upon the joint guarantee of Dr. Thompson and Mr. Whitelaw, that it would be returned to the mission fund.

The fact that they got \$200 from Warcup confirms the truth of Kinnear's story, that on the night of the 27th he had taken back the \$60 or \$65 which he had advanced, and left Mr. Whitelaw without any funds, when Mr. Whitelaw on the morning of the 28th told the Inspectors the money would be forwarded to Dr. Warden, and that he with-drew his charges.

After obtaining the \$200 from Treasurer Warcup, Dr. Thompson did not feel quite safe about forwarding it without being assured that Mrs. Kinnear would replace it. He therefore went, with Mr. Whitelaw, in the evening of New Year's day, to the Kinnear house, and there he was told by Mrs. Kinnear that she could not keep her promise of providing the \$200, inasmuch as she had given her word to her father that she would not do so without first consulting him, and obtaining his consent.

This fact, which is also clearly established, confirms the truth of Mr. Martin's evidence, and also the truth of Mr. Kinnear's statement, that he had absolutely refused to pay the \$200.

Finding Mrs. Kinner firm in her resolve not to provide the money without her father's consent, they made up their minds to go to the residence of Mr. Martin to endeavor to obtain his consent, or to have him release his daughter, Mrs. Kinnear, from the promise she had given to him. They took Mr. Kinnear with them, went to Mr. Martin's late that evening, and there, by means of Dr. Thompson exciting Mr. Martin's alarm and apprehension for his daughter's mental condition, succeeded in extracting from him a release of his daughter's promise. This was effected by Dr. Thompson telling Mr. Martin that his daughter was in a very nervous state, and that, unless the matter was settled in the way Mr. Whitelaw had arranged,

and the money provided, the investigation would be re-opened, and he would not answer as to what the consequences would be, considering the state of mental agitation in which his daughter was. Under this pressure Mr. Martin yielded. They returned to the Kinnear house, informed Mrs. Kinnear that her father released her, and she then renewed her promise to provide the money out of private funds of her own that she had on deposit in the Government Savings Bank in Ottawa. Relying upon this promise, the letter (exhibit No. 18) dated Jan. 1st, was sent to Dr. Warden :

Manse, Kinnear's Mills, Que., 1st Jan., 1900.

" Dear Dr. Warden,—

" I enclose in presence of Dr. Thompson, my representative elder, the sum of (\$200.00) two hundred dollars, to cover amount of my unfortunate registered letter of Dec. 7th, and to be appropriated in same way. Let me say that after our investigation and a long discussion with our Representative Elder and Missionary Treasurer, we have decided that in the interests of Missions, for as you know this congregation is deeply interested in Missions. It is very desirable to have this matter dropped. Would you kindly use your influence in that direction.

"J. M. WHITELOW,

"WILLIAM THOMPSON, M D.

"P.S.—Kindly reply as to the dropping of case.

"J. M. T.

"W. T."

It was in this manner that the \$200 was obtained and forwarded. It was on that same day Mr. Whitelaw wrote the letter (exhibit No. 38) to John Whyte, Esq., already referred to.

A few days after, Mrs. Kinnear did obtain from Ottawa the private funds that she then had in the savings bank department, and received a cheque amounting to \$190. She, however, did not pay over the amount very promptly. She assigns as her reason that she had some hope of obtaining the amount from her mother-in-law, Mrs. Jas. Kinnear, sr., and was for that reason holding her \$190 cheque. Mr. Whitelaw and Dr. Thompson, however, became impatient at the delay, and on Saturday evening, *the 20th* of Jan., another occurrence took place.

January 20th.

On this evening Mr. Whitelaw and Dr. Thompson called upon Mrs. Kinnear and remonstrated with her about her not paying over the money. She still wished delay for the reason stated, but they threatened her that unless she paid over the amount immediately Mr. Whitelaw would, the next day, call a meeting of the church for the purpose of laying before the church or session, a complaint against her for not keeping her promise. Under this threat she handed over the \$190 cheque and \$10 with it. In giving his evidence as to what

then took place, Mr. Whitelaw produced exhibit No. 16, stating that it was made *at the request of Mrs. Kinnear, who desired to have a receipt or acknowledgement for the money.* That this agreement was made at the instance of Mrs. Kinnear is clearly shown to be a false pretence. It is a shameful document, discreditable to all parties who have signed it, and Mr. and Mrs. Kinnear and their daughter are among the signers; but the circumstances show that so far as they were concerned, it is proof of the weak-minded yielding to superior influence.

That it was not made at their instance, or for their benefit, but for the benefit of others, is proved by the fact that Mrs. Kinnear had already obtained a receipt for the money, by means of the exhibit No. 21, which is in these terms: "Received from Mrs. Jas. Kinnear, jr., the sum of two hundred dollars, being payment to a missionary fund. Kinnear's Mills, Jan. 20th, 1900." Signed, "William Thompson and J. M. Whitelaw." And it is further proved by the fact that the exhibit No. 16 is made in duplicate, which Mrs. Kinnear would certainly not have required. The duplicate was later produced, and is the exhibit No. 24. It is in the hand-writing of Dr. Thompson, and No. 16 was copied from it, and is in the hand-writing of Miss Kinnear. They are as follows:

Jan. 20th, 1900.

We the undersigned promise to say nothing about Mrs. James Kinnear, jr., paying the two hundred dollars (\$200) for to replace the money lost, that was sent to Dr. Warden of Toronto, and that Mrs. James Kinnear, jr., pays this money, not that she feels any guilt in the matter, but merely to prevent trouble; *and nothing shall be said about what Mr. Whitelaw has said or done in the whole matter.*

J. M. WHITELOW.

M. M. KINNEAR.

WILLIAM THOMPSON.

EUPHEMIA KINNEAR.

JAMES KINNEAR, Jr.

W. WARCUP.

After the duplicates were signed they were both taken away from the Kinnear house by Dr. Thompson, who took them (along with the money) to Mr. Warcup, where they obtained his signature to them, and gave him the money. The fact that they obtained Mr. Warcup's signature to the bond to keep silence is certainly something done on behalf of Mr. Whitelaw and Dr. Thompson. One of the duplicates was afterwards returned to Mrs. Kinnear. It is worthy of notice that Mr. Whitelaw retained the one which was in Miss Kinnear's writing.

This payment seemed to terminate the whole matter. Over three weeks had elapsed since the departure of the Inspectors on the 28th of December, and nothing more had been heard of the charges being enquired into.

It appeared likely that Mr. Whitelaw had succeeded in having the matter entirely hushed up.

The Department was satisfied; Dr. Warden had obtained the money; the funds had been returned to the treasurer of the Mission Fund; and no further move was being made in any quarter.

Six weeks further passed; and everything still appeared safe and quiet.

The next circumstance that took place is that proved by the production of the exhibit No 33, copy of the Montreal Weekly Witness of the 6th of March. This contains, in the legal column, the following paragraph:

Promissory Note—Slander.

P. Q.—A gives B a promissory note. It is drawn in the non-negotiable form, i.e., promise to B, and not to bearer or his order. Interest is payable semi-annually, but no rate is mentioned. 1. May B dispose of note in any way, as by a power of attorney? 2. Should B die before maturity, could his heir collect it? 3. What would be the rate of interest? If not paid when due, would it be compounded? 4. In case B does not notify A when note matures, how long before it becomes non-collectable? 5. If B were compelled, upon maturity of note to collect amount of note by law, would B need to show that note was given for equivalent consideration, or is expression in note 'for value received,' with A's signature, sufficient? 6. If C tells his neighbor D something criminal against E, which is false, what course is open to E? How long after statement is made by C. has E. got to enter an action? 8. Would E have to prove injury, or would proof of statement being made be sufficient? Ans.—1. The note may be negotiated in the ordinary manner by endorsement and delivery, notwithstanding the omission of the words 'or order.' 2. Yes. 3. Six per cent. Interest can never be compounded without a special agreement. 4. Five years from the date of maturity. 5. Value is presumed to have been given until proof is made to the contrary. 6. An action in damages for slander. 7. One year. 8. If the statement were made maliciously, or without proper justification, punitive damages would be awarded.

Mr. Whitelaw admits that that these enquiries were sent by him, but is under the impression that he did not ask the 5th enquiry. He does admit that he made the others. He admits that the enquiries were made in regard to the \$5,300 note. He admits that the first enquiry is his, and it is in regard to how the holder of a note, not made payable to order, might dispose of it. The force of this enquiry will be seen on reference to the exhibit No. 23, which is in these terms:

"Kinnear's Mills, P. Que., 27th of Dec., 1899.

"\$5,300.

"Two years after this date I promise to pay to the Reverend "James Menzies Whitelaw, my Pastor, the sum of (\$5,300) five thous-

"and three hundred dollars for value received, interest payable half 'yearly.'"

Mr. Whitelaw's evidence as to this note was that it was given simply to secure him against expenses which he apprehended would be caused through his actions of the morning of the 28th of December. He says that the note was taken simply as security. This pretension is scarcely consistent with the fact that the note was written by himself, and that the term of it is two years, or with the fact that what he apprehended, was "immediate trouble." A note payable in two years could hardly be security against "immediate trouble." The enquiry of the legal editor of the Witness was as to how a note not payable to order could be negotiated. The answer which the legal editor gave to this enquiry was satisfactory enough, as he stated as follows: "The note may be negotiated in the ordinary manner by 'endorsement and delivery, notwithstanding the omission of the words 'or order.'"

About this time Mr. Whitelaw exhibited the note to Dr. Thompson and Mr. Warcup; and that he was the holder of such a note began to be rumored about the locality. It reached the ears of Mr. Kinnear, who at once declared that he had never knowingly signed such a note. It is dated the 27th of December, and as already stated, Mr. Whitelaw swears it was signed by Mr. Kinnear, and brought and delivered to him either on the second or third visit made by Mr. Kinnear during that night.

Mr. Kinnear consulted Mr. John Whyte, and began to contemplate proceedings for the recovery of the note. He first stated he had never signed any document; but, upon reflection, said he remembered having been requested by Mr. Whitelaw on one occasion to attach his signature to a paper, which Mr. Whitelaw represented as being an application to take a girl out of the Kuowlton Home, and upon this representation Mr. Kinnear attached his signature without examining what he was signing. While this statement is certainly extraordinary, it is not improbable, when one considers how clearly all the proof establishes that Mr. Kinnear and his family placed the utmost confidence in Mr. Whitelaw, up to the 20th of January at least, and how greatly they were under his influence. Certain, it is, that Mr. Kinnear resolutely repudiated the note, and contemplated legal proceedings to compel its surrender before it would be negotiated. It was the disclosure of this matter which appears to have broken up and put an end to friendly relations between the parties and their respective friends. It was this also which led to the second investigation, which took place at Kinnear's Mills by Inspector Hawken, of Ottawa, on the 25th of May.

It is satisfactorily established that Mr. Hawken was willing to make the investigation a public one, if both parties consented. That Mr. Kinnear was not only willing, but was anxious that it should be public; but that Mr. Whitelaw would not consent, and it was there-

fore held as a private investigation. Mr. John Whyte desired to be present as a friend of Mr. Kinnear, and suggested that Dr. Thompson might also be present as a friend of Mr. Whitelaw. This proposal, however, was declined by Mr. Whitelaw, and the investigation was held as a private one. After it was terminated, Mr. Whyte, at Mr. Kinnear's request, in the presence of two witnesses, and also of the Inspectors, made a formal demand on Mr. Whitelaw for the surrender of the \$5,300 note. This demand was complied with, although there was at that time indications, quite apparent, that further trouble would in all probability follow the investigation. It is difficult to understand why Mr. Whitelaw should, under such circumstances, surrender the note, if it had been honorably obtained.

CONCLUSION.

After a careful consideration of all the evidence, it appears that there are four theories possible in connection with this sum of \$200, which it was pretended was enclosed on the 6th of December in the envelope (exhibit No. 1) :

- 1st. That it was abstracted while in transit between Kinnear's Mills and Toronto.
- 2nd. That it was abstracted by Postmaster Kinnear.
- 3rd. That it was abstracted by Miss Kinnear.
- 4th. That it never was enclosed by Mr. Whitelaw.

There is no evidence whatever in support of the first of these theories, and indeed it is scarcely pretended by any one. The fact that the letter arrived in due course is almost sufficient of itself to destroy such a theory. The manner in which the end of the envelope had been cut, and the neat way in which it had been mutilated, would necessarily have taken considerable time, and such care as could not have been given without delaying it over at least one mail. Besides that, any one who intended to purloin the money would have adopted a safer method by withdrawing and destroying the letter itself; and, moreover, to a stranger the registered letter which accompanied it addressed to the Montreal Bank, Ottawa, and which arrived safely, would have presented equal, if not superior attractions. There is no evidence whatever in support of this theory, and it may at once be set aside.

The second, as to the probability of the money having been abstracted by Postmaster Kinnear, is almost equally untenable. He is shown to be a man of means, worth about \$35,000 in his own right, and not at all likely to have committed so serious an offence, or having been in any way a party to it. All his subsequent actions indicate that he was innocent of it. He was the first to wish to report the matter to Mr. Bolduc, the Quebec Inspector. During all the period of time he had been the postmaster, upwards of 12 years, no such occurrence had taken place in regard to a registered letter mailed at his office, and the proof as to what was done by him on the evening and night of the 6th of December completely rebuts any

presumption that he personally could have tampered with this letter. During the investigation indeed Mr. Whitelaw would rather appear to have discarded this theory; and the suspicions he desired to create rather absolve Mr. Kinnear, and point towards his daughter. The second theory must therefore be discarded.

As to the third theory, that it was probable Miss Kinnear might have abstracted the money. As stated, the principal evidence offered in reference to irregularities in the post office in preceding years was nearly all directed against Miss Kinnear. The pretended motive, so far as she was concerned, was a desire on her part to attend the Paris Exhibition. A large number of the witnesses produced were for the purpose of showing that, a year or so before, letters had been received at the office which had the appearance of having been tampered with in a somewhat similar manner; and that the recipients suspected her, as she was somewhat interested in the letters. This evidence was admitted lest its exclusion might give occasion for an impression that the enquiry was not being impartially conducted; but it really has no bearing upon the subject under investigation. There was in reality no evidence that Miss Kinnear had ever meddled with any letters; and indeed she was never suspected of having interfered with money letters; and as to the letter in question there is not a particle of evidence that she had any access to the mail bag on the night of the 6th of December. On the contrary it is established by the circumstances which transpired on that night, and fully confirmed by her brother Alexander, that no person had access to the bag after it was placed in the dining room, or could have had without his knowledge;—that any one desiring to commit the offence would have been obliged to take the mail bag from the cupboard, carry it into the Post Office where the key of the mail bag was attached by a string to the desk, light a lamp, examine the contents of the bag, and perform the delicate operation which this envelope had undergone; acts which were utterly impossible for any one in the house to have committed without their being known to, or detected by the others.

This theory I have no hesitation in pronouncing to be absolutely unsupported by any evidence.

This reduces the conclusion of the enquiry purely and simply to the fourth theory. In pronouncing upon it I do not deem it my duty to assume the functions of a jury and decide as to whether a man is guilty or not guilty, particularly when he is not before me, charged with an offence. But, acting under my appointment, I am obliged to say that the investigation completely, in my judgment, absolves the Post Office department, and everyone at that time connected with it, including all the members of the Kinnear family, from any imputation of having committed any wrong in connection with this letter.

There is to my mind no evidence whatever in support of the pretension that bank bills were ever enclosed in the letter, except the evidence of Mr. Whitelaw.

I am reluctantly obliged to say that I cannot attach to his evidence any degree of weight. That which under ordinary circumstances it ought to have, owing to his position in the community, is completely destroyed by the facts and circumstances disclosed on the enquiry. Some of these are slight ; others are more serious.

His having received as a trustee, money from old Mr. Kinnear early in November in large part composed of dividend cheques, payable at par in Toronto, and needlessly delaying its transmission : his having diverted these cheques from the purpose for which the donor intended them ;—his having sent them before the 6th of December to his brokers in Montreal to be invested in mining stock : his unexplained preference for sending bank bills in their stead, when it is shown that he usually sent cheques on previous occasions : the time and manner of mailing this letter on the 6th of December, after regular hours, and when he had reason to believe that the Postmaster would be alone, accompanying its delivery with a needless remark as to its contents, evidently intended to compromise the Postmaster : his original statements that he had not enclosed a piece of cardboard,—a circumstance he could not have forgotten inasmuch as he pretends to remember all the other details : his lame attempts to change these statements when he discovered that it bore evidence against their truth, and his prevarication as to what his original meaning was : his false statement to Mr. Green on the 20th of December that the Gas Consumers cheque was still in his possession : his hesitation on the evening of the 27th to make a statement to the Inspectors : the fact that he is positively contradicted as to what took place later that evening and during that night, by four witnesses, whose evidence is supported and confirmed by what took place during the night, while his versions are not : his practical abandonment and withdrawal of charges against the Post Office on the morning of the 28th, when during the previous night Mr. Kinnear, at his third visit, had withdrawn all offer of assistance, and even the small sum of money which he had advanced, leaving Mr. White-law dependent only upon the vague promises of Mrs. Kinnear : his having extorted from her, through her fears of the arrest of her husband, a promise to furnish \$200, when the husband and all the family were protesting their innocence : his determined efforts on the 1st of January to obtain a renewal of her promise in spite of her father's prohibition : his wrougfully influencing a misapplication of \$200 from the mission fund of the church : his persistent and successful efforts on the 20th of January to hold Mrs. Kinnear to the payment of the \$200 in order that it might be replaced in the mission fund of the church : his being the principal party to the shameful bond of secrecy executed in duplicate on that occasion : his fraudulently obtaining the note for \$5,300 : his pretence that it was given as security against immediate trouble apprehended, when he himself had made it payable in two years from its date : his admitted desire

to learn how it could be negotiated, though not made payable to order,—proving that he was contemplating negotiating the note in violation of what he himself pretends was the agreement as to how it should be held, and indicating a corrupt intention to try and obtain a sum of \$5000 in addition to the \$200 which he had already received from Mrs. Kinnear: his voluntary surrender of this note when demanded by a man of strong will and determined purpose at a time when there was still ground to apprehend trouble: all constitute a chain of circumstances, so strongly impeaching his testimony as to cause it to be entirely thrown aside.

In his letter to Dr. Warden of January 8th (exhibit No. 19) Mr. Whitelaw says: "I regret that I am not in a position to explain matters. The whole matter is largely shrouded in mystery."

Rejecting his evidence, the shroud is removed, the mystery is solved.

I am, therefore, for these reasons, led to the conclusion that the letter mailed by Mr. Whitelaw at the Kinnear Mills Post Office on the 6th of December, addressed to the Rev. Dr. Warden, of Toronto, arrived in Toronto, and was delivered to Dr. Warden in the same condition as it was in when stamped and post marked at the Kinnear Mills Post Office.

The whole is respectfully submitted, and I have the honor to be

Your obedient servant,

WM. WHITE, J.S.C.,

Commissioner.