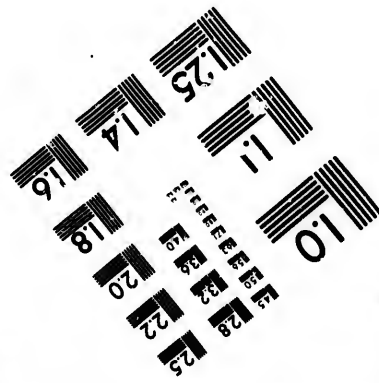
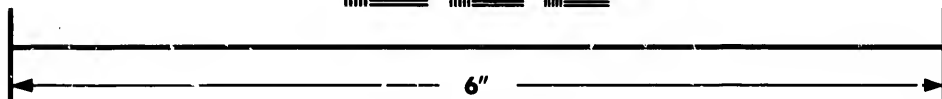
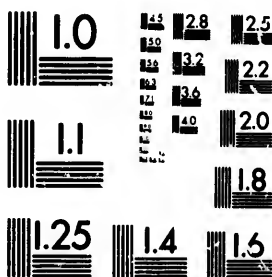


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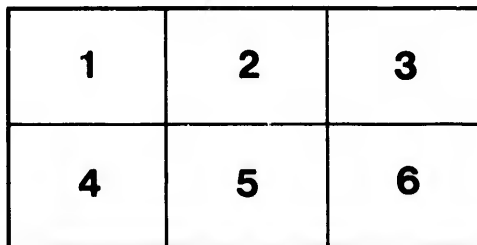
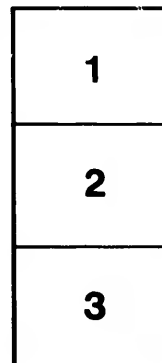
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THE GOODHUE ESTATE BILL.

STATEMENT

OF

ITS TRUE OBJECT,

WITH

ABSTRACT OF PROCEEDINGS,

CORRESPONDENCE, &c.

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THE GOODHUE ESTATE BILL.

IN order to remove erroneous impressions with respect to this Bill, which have resulted from either imperfect knowledge, or Mr. Becher's one-sided statements circulated broad-cast and echoed in all directions by his friends, we have thought that, in justice to ourselves and Mr. Goodhue's family, we should publish a concise synopsis of the principal questions connected with this proceeding.

I. The Bill itself.

This only sought the confirmation, by Act of the Legislature, of an Indenture executed by the widow and all the children of Mr. Goodhue, by which, after making ample provision for Mrs. Goodhue, and the other special legatees, the residue of the estate was to be divided amongst the children, as soon as the same could be allotted, without waiting for Mrs. Goodhue's decease.

By the terms of Mr. Goodhue's Will, this residue is divisible amongst his children, but the period of distribution was postponed till Mrs. Goodhue's death, so that what the family practically assumed to do was to accomplish now by the Indenture (the confirmation of which was sought by the Act) that which it is conceded those very parties could do without question immediately upon Mrs. Goodhue's death.

Her happiness and the welfare of her family rendered it altogether desirable that the enjoyment by the children of their shares should not be deferred.

Although, as will appear in the correspondence, the Trustees

at one time were anxious to co-operate in securing this, by their refusal, as well as in consequence of the personal liability which might attach, this Act became necessary, and it sought a confirmation of the Indenture, and made it compulsory upon the Trustees to carry out its provisions.

The question of the Will only arose incidentally, and the Act does not assume to deal with the Will, or to alter or affect its provisions *as such*. It only became necessary to refer to the Will, in order to ascertain wherein the Indenture and it could fairly be said to be in conflict, and the opponents of the Bill could only point to one particular, viz: the Will provided that in case any of Mr. Goodhue's children should die before their mother, the children of the child so dying should be entitled to their deceased parent's share; or in other words, such an accident or contingency happening, the grandchildren of the Testator should occupy the position of their parent; the Testator's own children, and not his grandchildren, being the primary objects of his bounty, and the grandchildren only becoming entitled by way of substitution for their parents.

The opponents of the Bill then in effect required that it should first be ascertained whether any of the children should pre-decease Mrs. Goodhue; if not, no grandchild would have any interest, and then the children could deal with their shares as they pleased. The bare possibility of a child so dying, was a sufficient reason with the opponents to defer indefinitely, and for the advantage of strangers, (the Trustees) the enjoyment by Mr. Goodhue's family of any share in his large estate.

It seems not unreasonable, that weighing these considerations, the Legislature should, in the exercise of its proper functions, have given effect to the latter, and not to the former view.

A misconception would appear to have been purposely created, that this Bill either made a new Will for the Testator, by giving effect to declarations of a contrary character, or altered its provisions, or destroyed limitations under which the Testator intended his estate to devolve upon his grandchildren, passing over his children, or giving them only a limited interest; and also further, that certain sums settled by the Testator were the benefits he intended for his

children, while the contrary is in truth the case. By the settlements only a life interest is reserved to the Testator's children, and the *corpus* or principal is to go to the grand-children; while under the Will, as mentioned, the children share equally in the residue, subject to Mrs. Goodhue's life annuity.

This statement of our position shows that the aid sought from the Legislature was not in conflict with the Will, but was one of those remedial measures which was consistent with, and not in contravention of any proper principles of Legislation, and for which, moreover, there were many precedents in the Parliament of the late Province of Canada.

II. *Proceedings in support of Bill.*

Besides the Will and the Indenture, we offered only the opinions of Counsel, one of these having been given to the opposing Trustee, Mr. Becher, himself.

In answer Mr. Becher endeavoured to introduce his own evidence to prove what the Testator intended by his Will, and this we objected to, and the Committee properly rejected it.

MR. CAMERON'S *opinion, as expressed before the Committee, was as follows:—*

“My view of the Will is, that the shares of the children of the Testator are all vested in interest, but none of them in possession, “wherefore the effect of the will is, that if one child dies, leaving “no child, the share of that child will be distributable amongst “those who have children. This opinion is not shared in by “others; but it was originally given by me to the Trustees, on the “application of one of those interested under the Will applying to “have the benefit in possession of one of the shares.”

And again Mr. CAMERON said:—

“I was not aware till I heard Mr. Anderson's argument, that “there was any difference of opinion amongst legal gentlemen as to “the shares of the children being vested. *I am satisfied that the “correct interpretation of the Will is that they are vested. I have*

"no doubt whatever, that if the Will was taken into any of our courts, a judgment would be arrived at to this effect."

And again :—"If the Legislature, in times past, has construed a Will dealing with real estate, at the desire of a family, is there not a much stronger case for doing so in the matter of personal estate? I think that the Legislature, and the Committee of the Legislature, have a right to look into a matter of this kind—when it is a matter of doubtful construction—in a way they believe to be the most satisfactory to the members of the family. *Cui bono?* What is the use of keeping the matter as it is, and not allow the children to have possession of the income? It is perfectly clear that the only intention of allowing the property to accumulate, was the protection of the widow in her life estate. She agrees to give up that point, namely, that the property should accumulate and be distributed only at her decease; and so the children are fairly entitled to come into the use of that income. *It is merely asked of this Committee to settle a question of doubtful construction; and the Committees of former Legislatures have so construed Wills of this description.*

Mr. CROOKS' opinion was as follows :—

"With respect to the interests of the children of the Testator, in the bequest of the residue of his estate, I am of opinion that, having regard to the language and provisions of the Will, and the legal rules and principles of construction applicable thereto, all the children take vested interests in such residue, and not contingent interests dependent upon their survivorship of the Testator's widow.

"It follows, therefore, that if any child died before the widow, the share of such child would not be defeated, but would pass to his personal representative.

"In this view also, in case any child died before the widow, leaving a child or children, the Testator may be considered as not having created an independent interest in the nature of an executory bequest in favor of the child or children of such deceased child, but one only substitutionary with regard to a possible state of his family when his widow's life interest terminated at her decease.

"Toronto, 11th January, 1871."

III. Mr. Becher having failed in his attempt to introduce his own statements in evidence before the Committee, on the 20th January, 1871, published a pamphlet, and circulated it amongst not only Members of the Legislature, but mutual friends and acquaintances. Its purport will be inferred from our remarks thereon, and which we again print, with Mr. Becher's replies and our answers.

Remarks on the Pamphlet circulated by Mr. BECHER, in opposition to the Bill, and respectfully submitted by F. W. THOMAS and BENJAMIN CRONYN, two of the Petitioners for the Bill:

1. Its intent is obvious. Mr. Becher now attempts to influence Honourable Members by his own one-sided statements in explanation of the Will, when these were held to be inadmissible by the Private Bill Committee.

2. If Mr. Becher's opposition is only prompted by his duty as Trustee, he should not impugn the decision of the Committee, the proper tribunal in that behalf; and it is alike unfair to the promoters of the Bill, as well as disrespectful to the Committee, that he should disregard that decision.

3. Mr. Becher alleges that the evidence he intended to offer, and which was rejected by the Committee, could not be contradicted. We assert the contrary, and would have willingly left the Committee to judge of the weight to be attached thereto, if the Committee had not deemed this course objectionable.

4. The case of the promoters rested upon the agreement come to between the widow and all the children of the Testator, to distribute the available residue of the estate, and which the Legislature could be properly asked to sanction, without assuming to alter the Will, or to do violence to the intentions of the Testator, but rather to facilitate these intentions and the better to secure the peace and welfare of his family.

5. Mr. Hillyard Cameron, the counsel consulted by Mr. Becher, advised him that the shares of Mr. Goodhue's children were vested interests, and Mr. Cameron emphatically adhered to this in his argument before the Committee, and it was one of the grounds on which he contended the Bill should be adopted. Mr. Becher incorporated this opinion in his petition against the Bill, but now

that he finds this will not serve his opposition, he has introduced another legal opinion.

6. Upon a fair construction of the Will, it may be safely held that the Testator, when he declared that all his children should share in the residue of his estate, meant that the actual enjoyment should be postponed till the death of his widow—not in order that any of these shares should be contingent upon survivorship of her, but that her large annuity should be adequately secured, and this reason is apparent without Mrs. Goodhue's express testimony, when it is known that the Testator had invested largely in the Three per Cents in England, that he contemplated further investments there, and when it can be proved that he believed his estate would not be in excess of \$300,000.

7. Further, it can be proved that by the six deeds of settlement the Testator tied up for the benefit of his grandchildren as much of his estate as he intended, and anxiety that his widow should be amply secured in her annuity was what influenced him when he wished his will to be prepared. Mr. Becher himself, between the date of the will and the decease of Mr. Goodhue, informed me (Mr. Thomas) that under the will the Trustees could give the children the greater bulk of the estate. His exact words were: "My dear fellow, you need not be uneasy or troubled about the will. I see nothing in it to prevent a division of the larger portion of the property on Mr. Goodhue's decease." I interrogated him. "Do you really mean that you have it in your power and are willing to divide the greater part of the property at Mr. Goodhue's death?" On his answering in the affirmative, I replied, "That being the case, I am satisfied. I will do nothing further, and will refrain from seeing Mr. Goodhue on the subject."

8. It follows that Mr. Becher made this statement either in order to deceive Mr. Thomas, or in belief of its truth; the latter may be the more just conclusion, especially as we find Mr. Becher in his letter of the 10th of February last expressing similar views. If Mr. Becher then believed that the Trustees under the will had power to distribute the great bulk of the estate amongst the children, how can he assert that he was instructed to prepare the will otherwise.

9. We do not desire to throw any imputations upon Mr. Becher,

but the letter and statement at page 2 of the pamphlet are remarkable. After naming Mr. Thomas, who had already declared to Mr. Goodhue and Mr. Becher that he would not act, he proposes his partner, Mr. Street, and his son, Mr. Henry Becher, as co-trustees, and receives from the Testator *alone* instructions for his will, and the deeds of settlement, under which he claims that he and his co-trustee are entitled, by way of commission and otherwise, to a remuneration of between \$7,000 and \$8,000 per annum.

A more sensitive trustee, well knowing that he was to receive these benefits under the will and deeds, would have required the testator to have consulted an independent professional adviser, who should receive instructions for the will.

10. It can further be proved that the Testator, at the time of the execution of the will, had not that mental capacity which would enable him to comprehend fully the effect of the different provisions of this lengthy will.

11. Not as the disinterested Trustee, but with the art of the advocate, Mr. Becher, at page 4, introduces the six deeds of settlement, in order that it may be inferred that this was the full extent of the Testator's intended bounty to his children, when in truth they secured the principal monies for the *grand-children*, and are in accordance with the Testator's declaration, that this was the only portion of his estate he intended to "tie up." Instead of the income from the settlements being an adequate provision, the total amount received by all the children together up to this date, is only \$3,357 89 cts., while we understand the remuneration claimed for the Trustees by Mr. Becher, under these deeds, and irrespective of the Will, amounts to more than \$4,000.

12. Mr. Becher's pamphlet is made up of letters, telegrams and statements, which were declared to be irrelevant, and were rejected by the Committee, yet he, nevertheless, persistently endeavors to force them upon the Members of the Legislature; and the whole tone and bearing of this pamphlet are altogether at variance with the character assumed of a "simple Trustee," the duties of which in the premises, we thoroughly understand and recognize, but in which is not included, the attempt made by this pamphlet, of endeavoring to prejudice the minds of Honourable Members, and to give them erroneous impressions of what is sought by the Bill in question.

Mr. Becher in this effort, introduces, at page 13, a telegram from his co-trustee, Mr. V. Cronyn, but if fully explained, it would also appear that the objection of the Testator to an immediate distribution, solely arose from anxiety lest the security for the widow's annuity should be diminished, and Mr. Cronyn sends us the following telegrams, with respect to the letter printed by Mr. Becher:

Copy.

“LONDON, January 21, 1871.

“F. W. THOMAS,—

“Letter given to rebut imputations against Becher, and expressly forbidden being used against Bill. Mr. Goodhue never gave me any reason whatever for locking up the property.

“V. CRONYN.”

“LONDON, January 22, 1871.

“B. CRONYN, Esq, Rossin House.

“Mr. Goodhue's object in locking up property may have been only to secure Mrs. Goodhue's annuity. Nothing he ever said to me contradicts this. He showed great anxiety as to security of property in this country. My letter to Becher contained these words: ‘To use to rebut imputations made respecting your conduct in this matter.’ It was written with this object alone, and does not contain anything that might lead to different conclusion as to intention of will. Have written fully to Thomas, care of Fred.

“V. CRONYN.”

13. In support of the Bill, we printed, as is customary, for the information of Honorable Members, the chief point discussed by our counsel before the Committee, and we could have wished that Mr. Becher had confined himself to a similar course, when he could more properly have claimed to occupy the position taken by counsel on his behalf, of appearing in fulfilment of a simple duty to urge upon the Committee such considerations as were legitimately applicable.

F. W. THOMAS,

B. CRONYN,

For ourselves and other Petitioners for Bill.

MR. BECHER'S *reply to the "Remarks of Mr. THOMAS and Mr. B. CRONYN."*

ROSSIN HOUSE, 24th Jan'y, 1871.

SIR,

I beg your consideration to this, my reply to the "Remarks" of Mr. Thomas and Mr. B. Cronyn upon the statement I did myself the honour to submit to you on Saturday.

Mr. Thomas asserts, "that between the date of the Will and the decease of Mr. Goodhue, I informed him that the Trustees could give the children the greater bulk of the estate," and he quotes what he calls my "very words" in giving him this information.

I regret to be obliged to state that *all* this is untrue, *from beginning to end*. I never for one moment thought the Trustees had power to advance a shilling before Mrs. Goodhue's death; and I never led Mr. Thomas to think, either directly or indirectly, that we had.

It will be remembered that at the very time Mr. Thomas asserts I was telling him this, I have the testimony of Mr. Cronyn to prove that both he and I were endeavoring to induce Mr. Goodhue to make a codicil to his Will for the very purpose which, if Mr. Thomas is to be believed, I told him was already effected. I refer to Mr. Cronyn's letter at page 7 of my statement.

I also wrote Mr. Goodhue a letter (see page 4 of my statement), giving him an opinion on his own Will in so many words, that if Charles died before Mrs. Goodhue, his interest under the Will would thereupon vest in his, Charles', children, and could not be looked to for the repayment of the \$10,000. I was well aware this letter might be read by any of Mrs. Goodhue's family, or by Mr. Thomas. It would be strange indeed, if I could write such a letter, and tell Mr. Thomas what he says I did.

Mr. Thomas, knowing, and painfully appreciating the contents and effect of Mr. Goodhue's Will, within a very short time of its execution, urged me again and again to induce Mr. Goodhue to alter it, as I believe he did Mr. Cronyn. My visit with Mr. Cronyn, and my subsequent visits alone, to Mr. Goodhue, were in consequence of this, and Mr. Thomas was informed at once of their results.

I have only to add that so well aware was Mr. Thomas of the effect of the will, and the lack of power of the Trustees to advance

anything, that he sent Mr. B. Cronyn out to my house at nine in the morning after the funeral, to know if they gave security by Life Policies and otherwise, whether I would make advances.

These advances were afterwards ramed at \$12,000 a year—\$2000 to each child per annum. Mr. Cronyn and I declined to make them; and from that moment dates a hostility on the part of Mr. Thomas to me, as needless as it is unprovoked.

The charge that Mr. Goodhue had not mental capacity, I hear now for the first time. If true, why was it not brought to my, or Mr. Cronyn's attention when the Will was being prepared, or between its execution and Mr. Goodhue's death? Why was the Court not asked to refuse probate and declare Mr. Goodhue intestate! That course is yet open to the promoters, if this charge is true, and no legislation is needed on that ground.

So far from its being the fact that Mr. Goodhue contemplated further investments in England, he told me, and I think Mr. Cronyn was present, that he had intended to sell out his Consols, and invest the money in Canada.

As regards opinions of counsel—There are the opinions of four eminent Counsel, Mr. Hillyard Cameron, Q.C.; Mr. Robinson, Q.C.; Mr. Anderson and Mr. Leith, all concurring that the children are entitled to nothing in possession until Mrs. Goodhue's death, and then only in case of their surviving her, against the single opinion of Mr. Crooks to the contrary.

Mr. Thomas *never* told me he would not act as executor; I named him to Mr. Goodhue, believing, as I still believe, that he would have been delighted to act.

Mr. Goodhue refused to appoint him, I have since learned, because the estate of a very near friend had been got into trouble owing to the appointment of relatives as Executors.

As regards the small sum yet received for interest on the settlements, the explanation is simply that the bulk of the principal has not been out near a year yet, and so the bulk of the interest is not yet due.

I am put forward as "claiming" immense sums for the remuneration of myself *and* Mr. Cronyn. The truth simply is that Mr. Cronyn and I are waiting the consideration of Mr. Blake and Mr. Moss to tell us what remuneration we should charge; and these gen-

plemen are instructed by both of us to put the amount *much* under, rather than anything over the amount we are entitled to.

We shall be paid what the law allows us, only; whatever it may be it is earned, and the passing of this Act, or its rejection, cannot affect it.

The remainder of the "Remarks" are either covered by my statement, or are personal vilification of myself, which I do not desire to comment on. Thinking men will perhaps come to the conclusion that stronger condemnation of the proposed Act is not wanting than is contained in the very "remarks" I am replying to.

I have the honor to be, Sir,

Your faithful servant,

HENRY C. R. BECHER.

, Esq., M.P.P.

Additional remarks by Mr. THOMAS, in consequence of Mr. BECHER'S letter of the 24th January, 1871, addressed to Honorable Members of the Legislature.

1. It would be unnecessary to comment on this letter if Mr. Becher had not ventured to assert it was untrue "*from beginning to end*," that he informed me, between the date of the Will and Mr. Goodhue's death, that *the Trustees could give the children the greater portion of the estate*. Mr. Verschoyle Cronyn, his Co-Trustee, states that Mr. Becher admitted this to him, and that there may be no mistake, I ask the perusal of the following telegrams:

TORONTO, 24th January, 1871.

TO V. CRONYN, London.

Were you not aware from me, antecedent to Mr. Goodhue's death, and from Mr. Becher afterwards, that in an interview I had with him before Mr. Goodhue's death, he informed me that with the Will as it stood he saw no difficulty in advancing the larger portion of the estate at Mr. Goodhue's death?

You will remember you told me that you at one time mentioned this to him, and he passed it off by saying he had done so to pacify me, or words to such effect. He denies in print that he ever had the slightest conversation of the nature I describe with me, prior to Mr. Goodhue's death.

F. WOLFERSTAN THOMAS.

LONDON, 24th January, 1871.

To F. W. THOMAS, Toronto.

You told me, before Mr. Goodhue's death, that Becher divulged to you contents of Will, and had added that surplus could be divided amongst children, all consenting. I reminded Becher of this. He answered that *he had said so thoughtlessly*, and that you told him I had also said so.

V. CRONYN.

Mrs. Goodhue, in her letter of the 21st January, states as follows :

WAVERLEY HALL, 21st January, 1871.

MY DEAR SIR,—

I wish to let you know, that a few weeks after Mr. Goodhue's death, Mr. Becher came down to see me, and, in course of conversation, said, he did not himself fully understand the Will of my husband until after his death.

Yours sincerely, L. GOODHUE.

And Mr. Benjamin Cronyn further affirms, that after Mr. Goodhue's decease, at the request of myself and other members of the family, "who were also aware of Mr. Beecher's promise," he visited Mr. Becher at his private residence; that he then urged Mr. Becher to proceed at once to divide the surplus property in accordance with his promise to me; that Mr. Becher *admitted the promise*, but said he was unable to carry it out, as he perceived it to be a breach of trust. Honorable Members can thus judge how far Mr. Becher, in his zeal for his own personal interests, is prepared to go.

2. I never knew of the letter Mr. Becher refers to as addressed to Mr. Goodhue with respect to a loan of \$10,000 to his son Charles.

3. Mr. Benjamin Cronyn did call at Mr. Becher's residence, to urge his carrying out his promise to me of distributing a portion of the estate amongst the children, and to secure the Trustees from personal liability the question of Life Policies was introduced.

4. Mr. Becher, till the decease of Mr. Goodhue, assumed to act as the disinterested friend of the family, professing his readiness to carry out their wishes, and continued to lull them into belief of this until he found himself secure in his position; then refused to

acquiesce in any scheme for the distribution of the property, and finally rejected our application to have the construction of the Will settled by the Court of Chancery. The hostility is on his side, and not ours; and in truth, the issue is now whether Mr. Becher or the children of Mr. Goodhue are to derive substantial benefits from this large inheritance.

5. The subject of Mr. Goodhue's mental capacity gave the family much concern; and in the belief that the Trustees could and were willing to carry out what Mr. Becher promised, they thought it better to let this rest. But they are convinced he could not have understood his Will in the sense Mr. Becher now endeavours to put upon it.

6. Mr. Becher should know, that it was owing to my refusal to Mr. Goodhue to act as one of his executors, that I in consequence suggested him, and this assertion can be corroborated by others of the family.

7. On the 8th December, 1869, Mr. Becher received \$172,000 to invest. More than a year has elapsed, and the total amount received by the family therefrom is \$3,357.89, while Mr. Becher claims to retain \$4,300 and upwards, on the plea that the Deeds provide for "a reasonable remuneration," which term was inserted at Mr. Becher's suggestion, in lieu of an express provision of \$400 or \$500 per annum, as desired by Mr. Goodhue. Mr. V. Cronyn can testify this. Mr. Becher probably knew that by law "reasonable remuneration" might result in the large sum he now claims to retain.

8. The legal opinions were fully stated to the Committee, and Mr. J. H. Cameron and Mr. Crooks coincided in the substantial points which arise upon the construction of the Will; while Mr. Becher most disingenuously would lead Honourable Members to believe that Mr. Cameron and the other counsel named by him were in accord.

F. WOLFERSTAN THOMAS.

I concur in the correctness of the above statement.

BENJAMIN CRONYN.

MR. BECHER'S *reply to the* "Additional Remarks" of Mr. THOMAS
and Mr. B. CRONYN.

TORONTO, *Wednesday Evening,*
25th January, 1871.

MY DEAR SIR:

My only means of replying to the "additional remarks" put forward by the promoters of the Goodhue Estate Bill, which I have only this moment seen, is to beg you to do me the favour and the justice, when the Bill comes up, to make the following statements on my authority and behalf:—

Mr. Thomas did on one occasion, fully understanding the will, ask me what could be done. I told him, as I afterwards told Mr. Cronyn, thoughtlessly, that, "though the executors had no power, the children might by and by agree together and divide." On his leaving me, the difficulty of the infants struck me, and that *same afternoon*, or the *next morning*, I told Mr. Thomas *it would prevent it*. He replied he had found that out already. This is what I referred to when I told Mr. Cronyn I had spoken thoughtlessly, as he says in his telegram, and what I understood him to speak to me about, and what I think he will, on reflection, say I did speak to him about; and I beg to say here of Mr. Cronyn, I am convinced he has said, and will say, only what he believes to be true.

If Mr. Thomas was misled by this, he was not misled many hours; which, if his statement is to be believed, I told him "the trustees could and would give the children the greater bulk of the estate"—and by reason of this, I misled him and prevented him from speaking to Mr. Goodhue himself on the subject.

This is a very grave charge; and, if true, there is no name too unworthy to apply to me; he says it is not only true, but he told Mr. Cronyn of it "antecedent to Mr. Goodhue's death." Surely if he did so Mr. Cronyn must have set him right, for Mr. Cronyn knew all about the Will, from its draft to its execution.

There is this strong contradiction to it too, that Mr. Cronyn and I were all this time endeavoring to induce Mr. Goodhue to make the change in his Will desired by Mr. Thomas; and that he knew we were; another contradiction in the fact that I wrote Mr. Goodhue himself an opinion the very opposite way, which any members of

Mr. THOMAS

1871.

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his family were likely to see, and which Mr. Cameron and three other counsel have since agreed in. Mr. Goodhue lived more than a month after the execution of his Will, and if Mr. Thomas, who I believe saw him once or oftener every day, did not ask him to change his Will, it was perhaps because he thought if Mr. Cronyn and I could not induce him, he could not.

There is the further contradiction to Mr. Thomas in this, that early in the morning after the funeral, he sent Mr. B. Cronyn to me to my house, with a scheme for securing me and Mr. Cronyn by Life Policies on all the lives of the five daughters and son, to know if I would consent to make advances, without waiting for Mrs. Goodhue's death, on these securities; the Policies to be assigned to us. It is; to say the least, strange if I told Mr. Thomas, as he says, that the Trustees could and would, *under the will*, divide the bulk of the property, and that he was misled by this up to the time of the death, and believed it, that immediately after the death, I should without any demand on my part, or complaint on his, be offered security to do, what he expected me all along to do as a matter of right.

I ask attention to the words he puts into my mouth, commencing "my dear fellow," set out in his first statement in connection with this.

As regards the trusts under settlement and Will, I can challenge the strictest inquiry: I have never touched a penny of either moneys, nor has Mr. Cronyn, I believe. They are deposited in the Bank of Montreal, as received, at interest.

Mr. Goodhue did not name \$400 or \$500, or any other sum, as remuneration to the Trustees, that I ever heard; and I do not think Mr. Cronyn will say he ever heard him say so.

Mrs. Goodhue has strangely misapprehended me. It was not possible I should say, I did not understand this will, which I had written out with my own hand. Maligned as I am, I may be permitted to say, that though the Trustees can act, and be remunerated professionally, for services, all suits and investment of moneys on mortgages for both trusts, deeds and will, have been given to Mr. Goodhue's son and son-in-law, and that the business arising from this has been sufficient to induce them to go into partnership: and this was given to them at my suggestion.

The promoters have from the first endeavoured, by traducing

me, to take attention from the true question, which is, whether a father who had most at heart the good of his children, should be permitted to leave to them what was his own after his own wishes, or only after theirs.

Yours very sincerely,

HENRY C. R. BECHER.

THE HON. STEPHEN RICHARDS, M.P.P.,
&c., &c., &c.

Remarks by Mr. THOMAS on Mr. BECHER'S Letter (No. 3) of the 25th January, 1871.

1. Mr. Becher says I understood the Will. I do not seek to deny this but in the sense that under it the property could not be distributed till after Mrs. Goodhue's decease. It was Mr. Becher himself who led me to a different conclusion. I have already quoted his words; and his present admission that he told me "the children might, by and by, agree together and divide," is hardly consistent with the sweeping declaration in his letter (No. 2) of the 24th January, that my statement to this effect was untrue "from beginning to end."

2. Mr. Becher at no time prior to Mr. Goodhue's decease, and not until many days after, removed the misapprehension from my mind, that the Trustees could and were willing to distribute the great bulk of the estate amongst the children. Mr. Becher's letter shows this. It is as follows:

MY DEAR THOMAS,—

I went to see you about six, last evening, to say that Versy and I had decided *not* to deviate from the directions of Mr. Goodhue's Will.

It was not until yesterday that I comprehended the immense responsibility we should incur by any deviation, and the terrible wrong and anxiety it would entail, on me at all events, for years. Such a course would entail great difficulty in changing Trustees; and as I hope not to be worked always, there is another reason, if any were wanting, against my doing anything that is not my duty, or in any way a breach of trust.

The coming to this decision has been a very painful process, because I know it will cause you and Benny much inconvenience,

though *I hope only of a light and temporary character*. Pray do not ask us to change our decision in any way. It would be a cruelly unkind thing to ask us to do anything fraught with such anxiety and possible, though very improbable, loss.

Yours very sincerely,

(Signed,)

HENRY C. R. BECHER.

Thornwood, Tuesday evening.

To F. W. THOMAS, Esq.

3. Mr. Becher has not been accused of any misappropriation of monies belonging to the Estate or Trusts, as he gratuitously contradicts; but my charge was, that Mr. Becher had declared his intention of reimbursing himself and his co-trustee by a commission of at least $2\frac{1}{2}$ per cent., which would amount to \$4,400 for the first year for the settled funds, and as much more for the Estate. It is unnecessary to tell any one acquainted with Mr. Goodhue, that he never could have understood Mr. Becher's "reasonable remuneration" would reach so large an amount. Further, in an interview I had with Mr. Becher and Mr. V. Cronyn, I informed them Mr. Goodhue was prepared to allow each of them, for the performance of their duties as Trustees under the settlements, \$400 or \$500 per annum; and for this and the estate together, \$800 or \$1000, with allowance for a clerk, and that Mr. Goodhue wished the sums inserted in the Deeds and Will. Both expressed themselves entirely satisfied with the remuneration, and Mr. Becher went so far as to say it would be probably more than was necessary. I informed Mr. Goodhue of the result of this interview, and spoke no further upon the subject until the day after the execution of the Deeds and Will, when I was surprised to learn from Mr. Goodhue that Mr. Becher objected to the insertion of any sum, and suggested the "reasonable remuneration" clause instead.

4. Mr. Becher desires to make it appear that he had done a generous and voluntary act in transferring some professional business, connected with the estate matters, to Mr. Goodhue's son and son-in-law. I am, however, prepared to prove that I suggested to Mr. Goodhue, at Mrs. Goodhue's request, the propriety and justice of giving the legal business to his son; and I also mentioned to Mr. Becher that Mr. Goodhue expressly desired this; and I may fairly

assume, that what the Trustees have done in this respect, was out of respect to the Testator's wishes.

F. WOLFERSTAN THOMAS.

January 30, 1871.

Referring to the foregoing, I beg to state that Mr. Thomas correctly mentions the object of my visit to Mr. Beecher, when he admitted to me the promise he had made to Mr. Thomas to divide the surplus property, but which, he said, he was unable to carry out, as he perceived it to be a breach of trust. It was in consequence of this that the suggestion of security to the Trustees by life policies was introduced. This interview, and the first on the subject of the Estate after Mr. Goodhue's death, took place, not the next morning after the funeral, but some days after; and then in consequence of Mr. Beecher's intended absence for some time from London. Mr. Beecher, in pointedly stating "the next morning," forgets that the funeral took place on Saturday afternoon.

BENJAMIN CRONYN.

January 30, 1871.

IV. *In the discussion in the Legislature upon the Bill,*

Mr. RYKERT remarked upon the inconsistency of the Hon. Mr. Richards opposing this Bill, while he had supported that relating to Sir Henry Smith's Will; that he, (Mr. R.) did not think this Bill affected any vested rights in other parties, but rather carried out the intentions of the Testator. He deprecated the advocate line of argument of Mr. Richards, and contended that when viewed dispassionately, with the aid of common sense, it was a remedial measure which the Legislature could and ought to pass under the circumstances. He only referred to Mr. Beecher's position as being that of an interested party, receiving a very large remuneration while he continued Trustee, and that he was opposing the Bill with the utmost hostility.

Mr. SCOTT, (Ottawa) said—Mr. Speaker—I think the Will is pretty plain, and that it does not require a professional man to understand its provisions. It was quite clear that Mr. Goodhue desired to make ample provision for his widow. He gave the rest of the property in trust to Mr. Beecher and Mr. Cronyn, to secure

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THOMAS.

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the widow's annuity; and then he provided that at her death the property should go to his children, and not to the grand-children. The Will is perfectly clear on this point. His wife and children he seems to have in mind all through. The whole tenor of the Will is in the direction of giving the property to the children at the widow's death. I don't think the Legislature would be violating any moral law in passing this Bill, if the widow is a party to the arrangement. Every Session, for the last twenty years, a case of this kind has come before the Legislature. By passing this Bill we are not doing any very great impropriety, nor any great moral wrong; nor do I think that our action will have the effect of bringing other Will cases before the Legislature.

Mr. BEATRY showed that by the Deeds of Settlement the Testator secured benefits to his grand-children, while by the Will he intended his own children to share—and supported the Bill by similar arguments to those of Mr. Rykert and Mr. Scott.

The Hon. Mr. McMURRICH adverted to the fact that the widow and all the children concurred in their wish for this Bill, that the Trustee who did not oppose must be taken as concurring, leaving Mr. Becher the only opponent. He showed that in the saving of expense and otherwise, the interests of the family would be largely benefited. He also stated that the Petitioners were persons of the highest respectability, and quite as capable of taking charge of their funds as the Trustees.

Mr. MCGILL remarked that while Wills should always be held sacred, there were circumstances connected with them which made it the duty of Parliament to occasionally interfere, and by the requisite legislation make their scope more beneficial to the parties who were intended to be benefitted, and here the widow and all the children had agreed for this purpose. Whatever contingent or possible interests the grandchildren might be supposed to have, he could infer that these were more likely to be cared for under the present arrangement, than if the division of the estate was indefinitely postponed. He would vote for the Bill with great pleasure.

Mr. MCKELLAR said:—I have heard, Sir, with attention, the lengthy legal opinion of the Honorable Commissioner of Crown Lands, and, after all, I am still more convinced than I was

before. Now, I confess that the House should deal with important documents, such as Wills, with very great caution; at the same time I admit that there are cases where I think that it is within the province of this House to deal with the matter. In such instances—and I think that the case we have now under consideration is one of them—it is our duty to deal with them. A great deal has been said about the legal question, and we find, as has already been stated, that lawyers of the highest eminence differ. I have therefore, for my part, not being a professional man, set aside all these legal opinions, and I shall endeavour to speak for a few moments, guided by my common sense. (Hear, hear.) Now, we find that Mr. Goodhue made a Will—that he left legacies and bequests to others besides his own family. These I believe are all provided for—at least, we are not asked to legislate upon these. I believe, however, they are all paid, whether we pass this Bill or not. (Hear.) The only question that we have to deal with is this: Shall the money which has been left to his own children be paid to them now, or shall it be paid to them on the decease of his widow? So far as I can understand the question, that is the only thing that we have to dispose of. Now, Sir, with reference to that, all the parties who are interested in this matter have come to this House, petitioning it that this distribution may take place immediately. We find that the widow, who is interested in this matter, has been provided for, and she is most anxious that the distribution should take place. Now, so long as all the parties who are interested in this matter ask us to pass this Bill, I think that it is proper that we should pass it. Some gentlemen say—go to a court of law. Well, we find courts of law—even they, we have heard to-night, differ in their decisions just as much as do the lawyers. (Hear, hear.) Therefore, I say that so long as we are doing substantial justice, and so long as we are not diverting these moneys from the parties, from the channels which Mr. Goodhue himself intended they should flow into, I say that we may very safely legislate upon it. (Hear.) I think that we should settle this matter in dispute equitably and fairly, and justly, and that if we can, we should prevent the question going into a court of law, where considerable time would be required, and an enormous amount of expense would be incurred. (Hear,

hear.) These are the simple facts of the case, and this is the only question with which we have to deal. For my own part, I feel quite clear that it is my duty to vote for this Bill, in order that the parties interested, and who are asking for this Act, should come into immediate possession of their estate. (Hear.) Now, I can easily understand what a very uncomfortable—what an unpleasant position the widow of Mr. Goodhue will be placed in if this Bill does not pass. (Hear.) Here there are a number of children, and they are to be in receipt of a large amount of money by her death. It is quite impossible that thoughts will not pass through her mind that her children desire that she should pass away in order that they may get her money. (Hear, hear.) I do not say that such thoughts would pass through their minds; I firmly believe that they would not. (Hear, hear.) But I say, such thoughts would pass through the mind of Mrs. Goodhue. It would be a great relief to her if such a Bill as this now before us should pass and become law. She has ample security, on her own statement, and so also have the other legatees; while the other parties who are interested in the estate are all agreed that the distribution should take place, and take place immediately. For my own part, I have never voted for any measure more cheerfully, or with a stronger conviction in my mind that I was doing what was right and just, and for the best interests alike of the public and of the parties more immediately interested, than I do on the present occasion. I shall cordially support the Bill. (Hear.)

A vote was then taken on the Amendment of Mr. Richards for the three months' hoist, which was lost—13 voting for it, and 60 against, and the Bill was reported to the House.

V. Upon the third reading of the Bill, the Hon. Mr. RICHARDS moved a further amendment, when in answer thereto

The Hon. Mr. WOOD said he would not discuss the opinions that had been offered by lawyers in the matter of this Will. He had come to the conclusion to which every gentleman in the House had come, with the exception of the Commissioner of Crown Lands, that neither Mr. Goodhue, the Testator, nor Mr. Becher, had any proper conception of what the words of the Will meant. It was a most singular thing that nobody had put down in

writing the instructions Mr. Becher had received when he drew up the Will. The instructions he (Mr. Wood) thought were verbal, and were dilated, and when the gentleman who drew up the Will had disposed of the six settlements, and came to provide for the widow of the Testator, he found that he had more money than he knew what to do with, and so rolled it up in the Will. The Commissioner said that Mr. Goodhue knew precisely what his words meant. In that case, then, would it not have been very easy for him to have said that all his property should be allowed to accumulate, and that his children should not enjoy it? The Commissioner of Crown Lands had impugned the integrity of a great many members of the House.

HON. MR. RICHARDS—No, no.

HON. MR. WOOD said that he did not object to the Commissioner lobbying, and he had seen him discussing this matter with several gentlemen. The interests of the community demanded that real property should not be locked up, as it would be were this Bill not passed. Out of all the Will cases that had been before the old Parliament, the Dominion Parliament, and this one, he had never heard it stated that the interests of any individual had suffered. The Commissioner himself had, two sessions ago, carried a Bill which was not only prospective but retrospective, and he (Hon. Mr. Wood) did not see how he could consistently oppose this Bill. The tendency of legislation was not to interfere with the enjoyment of property, but to allow those entitled to it to take possession. In this case that principle might be safely adopted, and the children should have the enjoyment of the property, saving the rights of the widow.

Mr. COYNE also pointed out the erroneous statements of Mr. Richards, in assuming that the Deeds of Settlement were the provisions made for the children, while in truth they were for the grand-children.

The amendment was lost, by a vote of 7 for, and 45 against it; and the Bill was then read a third time, and finally passed.

VI. Mrs. GOODHUE's views will be seen from the following letter :

"My dear MR. CARLING,—

"My only excuse for troubling you with these few lines is my anxiety about the success of the Act, which I thank you very much for undertaking on my children's behalf, and wishing that you should know from myself that I thoroughly and most heartily join in what is asked for in the deed which I have signed.

"I am quite satisfied that the proposed arrangement by which the children will receive their father's property will carry out what I know was his wish and intention, my income being secured to me, for I feel most strongly that it was only to secure my income that the property was not left directly to our children on my husband's decease. I am perfectly satisfied with the amount to be retained by the Trustees to secure my income, and I trust that my children may be allowed to share equally the remainder of the property.

"Thanking you again for so kindly interesting yourself for us,

"I remain, most sincerely yours,

"LOUISA GOODHUE.

"*Waverly Hill*, 2nd Dec., 1870."

And long before any question had arisen, and while Mr. Becher was expressing his desire to aid in the contemplated division, as shown by the following letter, Mrs. Goodhue made her solemn declaration, a copy of which will follow.

MR. BECHER'S Letter :

LONDON, 10th Feb., 1870.

"My Dear Sir,—

I only returned from Toronto last night, or your letter of the 8th instant would have been more promptly answered.

"As regards the question you put to me, whether I will assist you and Mr. Watson in endeavoring to induce the Legislature to pass the Act you mention, in relation to Mr. Goodhue's Will, I can only say, not quite comprehending the provisions you detail, that I shall be very glad if you can obtain an Act which shall, with due regard to Mrs. Goodhue and the other annuitants' interests, hasten the division of the bulk of Mr. Goodhue's property among those

who at present would be his residuary legatees—I mean his six children.

“I do not feel that it would be proper for me to take any part in the endeavoring to obtain such an Act; I can only say that its provisions would afford me very great satisfaction.

“I am at length enabled to send you a Lithographed copy of Mr. Goodhue's Will.

—Yours very sincerely,

HENRY C. R. BECHER.

F. W. THOMAS, Esq., &c.

“Will you be good enough to send me Mr. Watson's address?”

Mrs. GOODHUE'S Declaration:

PROVINCE OF ONTARIO.

CITY OF LONDON,)

TO WIT:)

I, LOUISA GOODHUE, widow of the late Honourable George Jervis Goodhue, do solemnly declare as follows:

My late husband, the said Honourable George Jervis Goodhue, frequently conversed with me prior to the marriage of any of his children, of the manner in which he intended to dispose of his property at his death; and he invariably expressed his intention to leave to each of his children an equal share thereof, subject only to an adequate provision for me during my life. Such his intention was distinctly understood between us, and by his children, who were always led to expect that no part of his estate would be given to them during his life, other than a gift to them, on their marriage, of the furniture for their dwellings; but that on his death the whole estate, subject only as aforesaid, would be forthwith distributed between them.

Prior to the marriage of his eldest daughter, Louisa M., now Louisa M. Watson, I am aware that my said husband had an interview with Walter Watson on the subject of his intended marriage with the said Louisa M.; and at that interview he informed Mr. Watson of such his intention not to make, during his lifetime, any

provision for a settlement upon any of his children, other than the said gift of furniture; but that upon his death his property would be divided equally among them, and that he would effect such his intention by his Will; and I declare that the engagement of marriage between the said Walter Watson and the said Louisa M. was contracted upon the faith of that understanding, and they were married believing that the said promise would be carried out.

Subsequently, and prior to the intermarriage of his daughter, Harriet Amelia, with Francis Wolferstan Thomas, and again prior to the intermarriage of his daughter, Mary Gomm, with Benjamin Cronyn, similar representations and assurances were made and given to the said Francis Wolferstan Thomas and Benjamin Cronyn, respectively, by my said husband; and such marriages were contracted and entered into on the faith that the said promises would be carried into effect by his last Will and Testament.

For many years prior to his decease, my husband endured much suffering, and I believe that for some months prior to his decease his mind had become very much weakened thereby, and he was incapable of sustained thought, especially in business matters involving complicated details; and though in the society of persons to whose presence he was not accustomed, he would occasionally appear comparatively vigorous in mind, still it would be for a brief period only, and he would quickly relapse.

I believe that towards the last my husband was impressed with a desire to secure to me a fit provision during my life, and that by the provisions of his Will he intended to secure that to me, and believed that my annuity being secured to me, the residue would be divided among his children in equal shares, thereby substantially, as he thought, complying with the promises and assurances he had made and given.

Prior to the marriage of my daughters, I informed each of their respective intended husbands of the intention of my husband as to the disposition of his property which he proposed to make; and I can say with certainty that my husband made similar statements to them all.

I desire that relief shall be given to his and my children against the strict terms of his Will, in order that the promises given by my

husband, when in vigour of body and mind, may be fulfilled, as I firmly believe he intended to the last they should be.

The above-named LOUISA GOODHUE personally appeared before me, SAMUEL BARKER, a Notary Public in and for the Province of Ontario, at the City of London, in the said Province, this twenty-sixth day of April, A.D., 1870, and signed the foregoing declaration in my presence, and solemnly declared the same to be true. In witness and testimony whereof I have hereunto set my hand and Notarial seal, to serve and avail as occasion may require.

LOUISA GOODHUE.

SAMUEL BARKER.

[L.S.]

We cannot but regret that there should have been any necessity for thus placing on record the material questions connected with a proceeding which, as originally instituted by us, was purely a family arrangement, but which, from the unexpected hostility of Mr. Becher, and the large amount of the Estate involved, appears to have become a topic of general discussion, and, as usual in such cases, discussed under much misapprehension.

We may, however, in conclusion, without admitting their statements or views to be altogether correct, re-print the following editorial comments.

F. W. THOMAS,
BENJAMIN CRONYN.

Toronto, Feb. 1, 1871.

From the Toronto Globe.

THE GOODHUE WILL.

The Goodhue Will occupied the whole time of the House last evening, from recess to its rising after midnight. A motion to go into committee of the whole was met by the Hon. Stephen Richards moving the three months' hoist in a long and exhaustive—or, as one member of the House remarked, “exhausting”—speech in opposition to the measure. The eloquence of the hon. gentleman, however, failed to convince the Legislature that in the present case the aid of Parliament should not be invoked to remedy what the

applicants feel to be an injustice, and the amendment was defeated on a vote by 60 to 13.

The chief objections urged against the Bill were founded on a very proper jealousy of recourse being had to powers which should be used so cautiously and exceptionally in any case not proved to be beyond redress in a court of law, and particularly in one involving the private right of a posthumous disposition of property, always regarded as inviolable, except for some good legal cause. The Attorney-General and the leader of the Opposition both voted in the minority, having, no doubt, a high sense of present or future responsibility with respect to legislation of this class; but, so far as the case before the House was concerned, the feeling, as shown both by the vote and speeches delivered, was unanimously in favor of giving the Goodhue family the relief they sought.

The fact that the whole of the Testator's family concurred in the application to the Legislature removed many of the difficulties that might otherwise have presented themselves in the way of granting their wishes. It is true that, as urged by the opponents of the Bill, the grandchildren might be supposed to have rights which were thus put in peril; but then it was remembered that those children's own parents were the promoters, and that they being persons of unimpeachable respectability, may fairly be trusted to have considered their children's interests equally with their own. The painful position, too, in which the terms of the Will had left Mrs. Goodhue, whose family were, by its provisions, to gain by her death, had, no doubt, considerable weight with the majority.

Then, too, the opponent of the Bill, one of the Executors and Trustees, was acting without even the support of his colleague; and, not questioning at all the sense of duty which may have dictated his opposition, it still could not be forgotten that Mr. Recher had a very substantial interest in maintaining the Will, and continuing to control, under its provisions, the whole of the Testator's large estate. It will, of course, be much to be regretted if the decision of the House should tend to shake the confidence usually felt in the finality of testamentary arrangements. But it is probable that, setting the general question aside, the decision arrived at in this instance will really be a boon to all those whom it was desired by the Testator to benefit by his bequests.

From the Toronto Leader.

THE GOODHUE WILL CASE.

The Legislature, by a vote not to be mistaken, has given its sanction to the Bill introduced by Mr. Carling affecting the Will of the late Hon. G. J. Goodhue. However much one may dislike legislation of this character, there can be little doubt that in this case not only has the desire of the Testator been carried out by the Bill which passed to its third reading yesterday, but also the will of all those living interested in its disposition. Mrs. Goodhue is the only person who could have made objection to the legislation which has just taken place; and we know, from evidence not to be misapprehended or misunderstood, that she was exceedingly anxious that the Bill should pass. This fact does much to remove any objection which, on principle, may be taken to legislation of this kind.

From the London Advertiser.

THE GOODHUE WILL CASE.

This Bill, which has duly passed the Committee of the Legislature, will shortly, we presume, come before the whole House. It is so reasonable that we see no reason why any one should object to it; especially when all the members of the family, including the widow, are united in requesting it. The opposition to the Bill is hardly of that disinterested character to entitle it to much weight. The Act only asks the Legislature to confirm the construction put upon the Will by prominent counsel. The promoters go to the Legislature instead of to our courts, to save time, delay, and enormous expense, as in case an appeal were made to the courts, and decided in favor of the children, the case would probably be carried to the Privy Council.

From the London Advertiser.

THE GOODHUE WILL CASE.

The Goodhue Will Bill, yesterday, before the Legislature, was passed by a large majority. The decision arrived at gives general satisfaction in this city, as it is considered that the measure was quite just and fair.

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