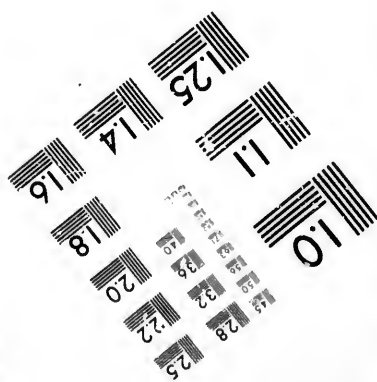
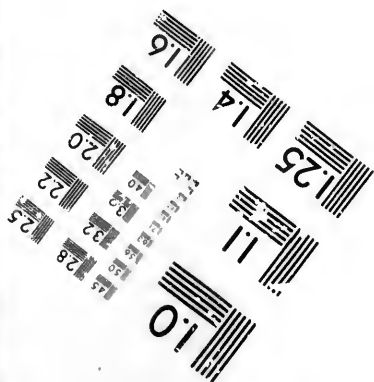
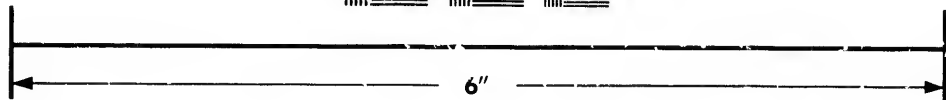
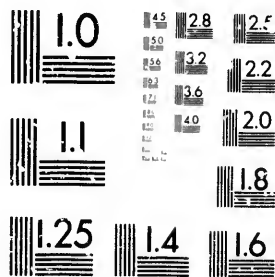


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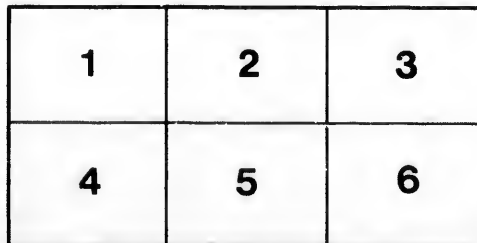
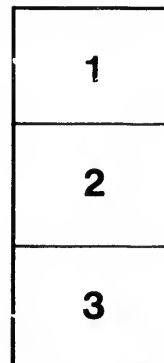
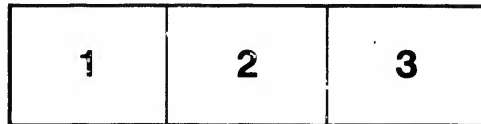
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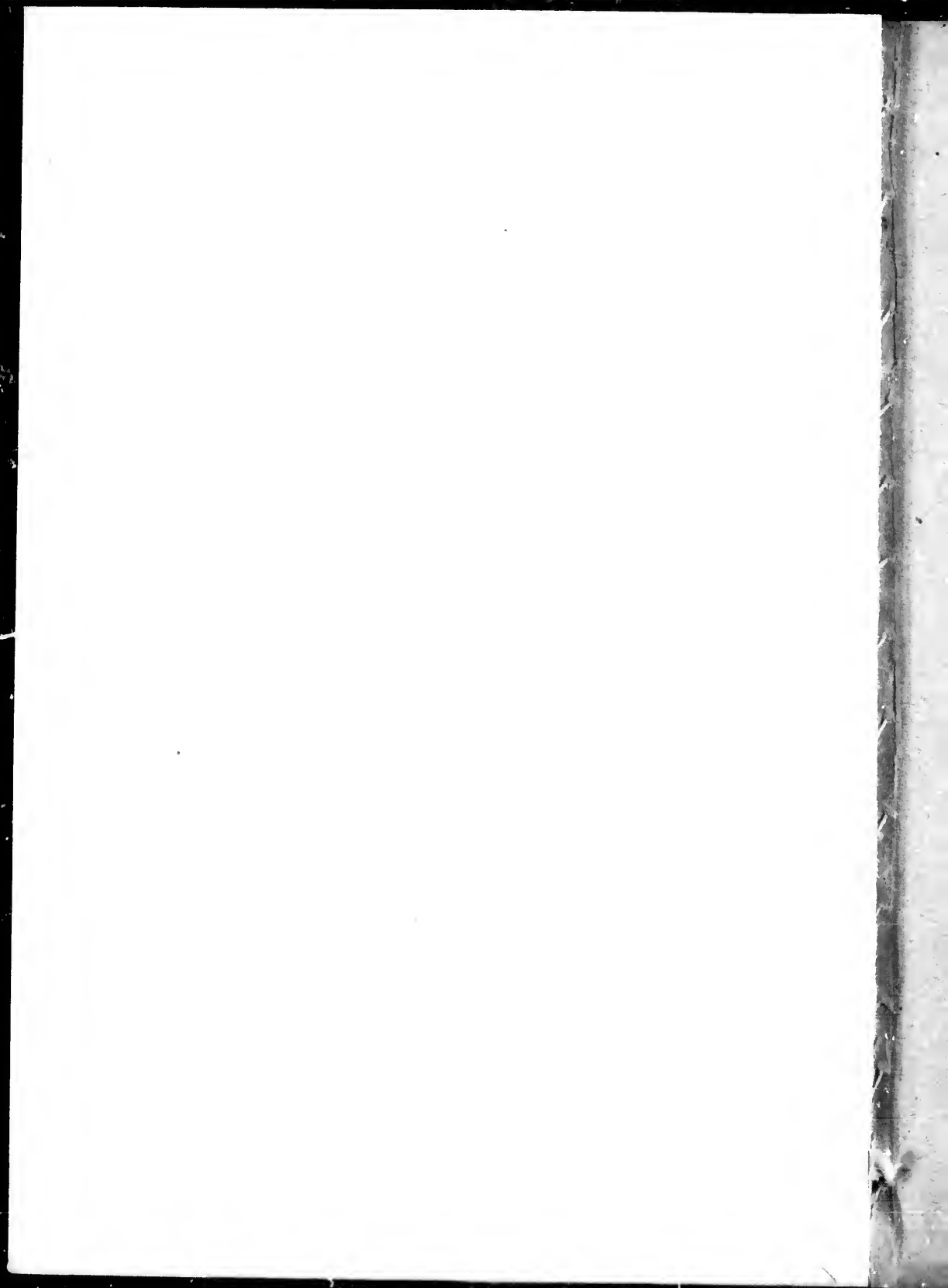
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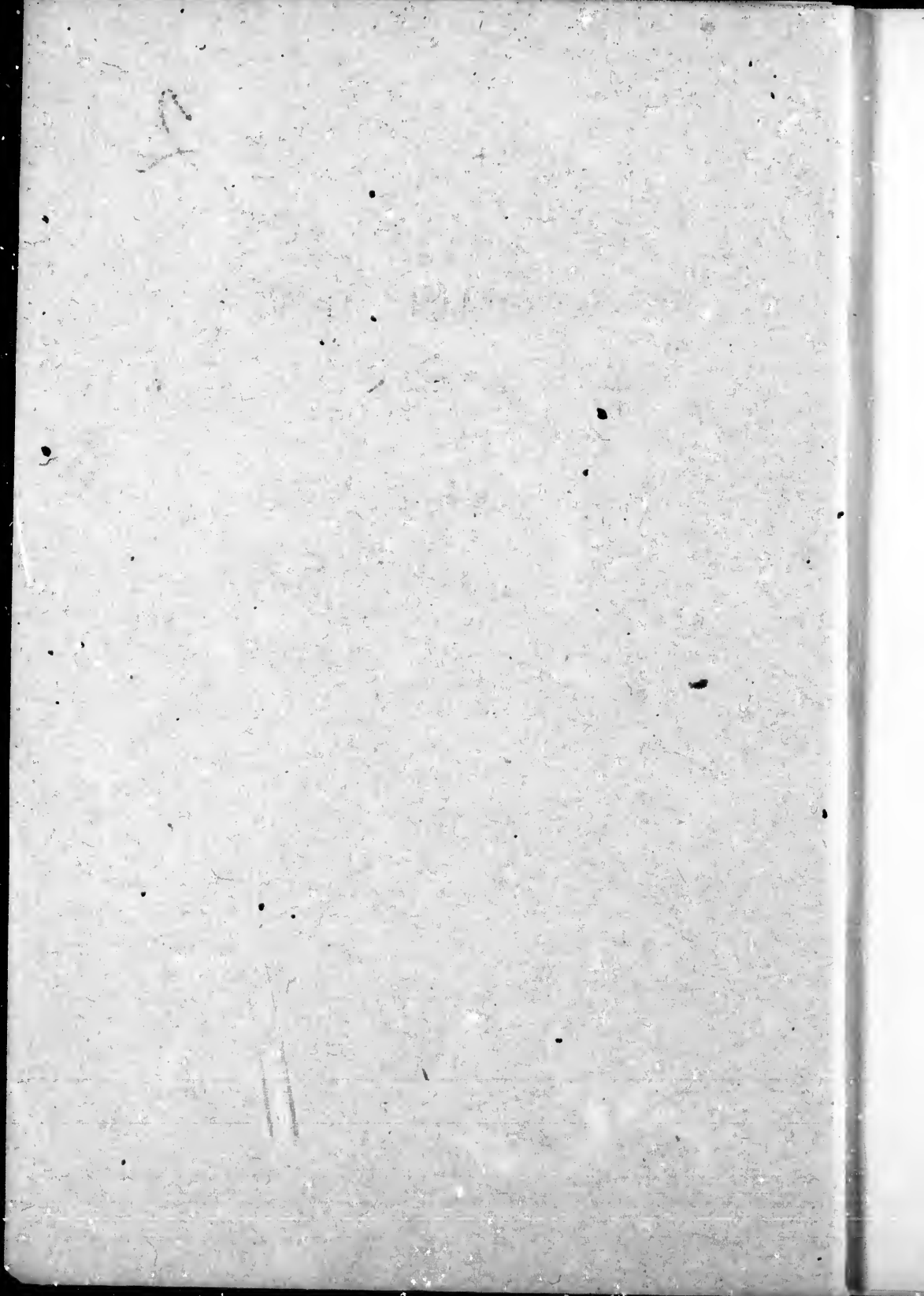
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A COMPLAINT.

TO THE
COUNCIL OF THE QUEBEC BAR.

By SILAS SEYMOUR,
GENERAL CONSULTING ENGINEER.


QUÉBEC, APRIL 11th, 1877.




A COMPLAINT.



TO THE
COUNCIL OF THE QUEBEC BAR.



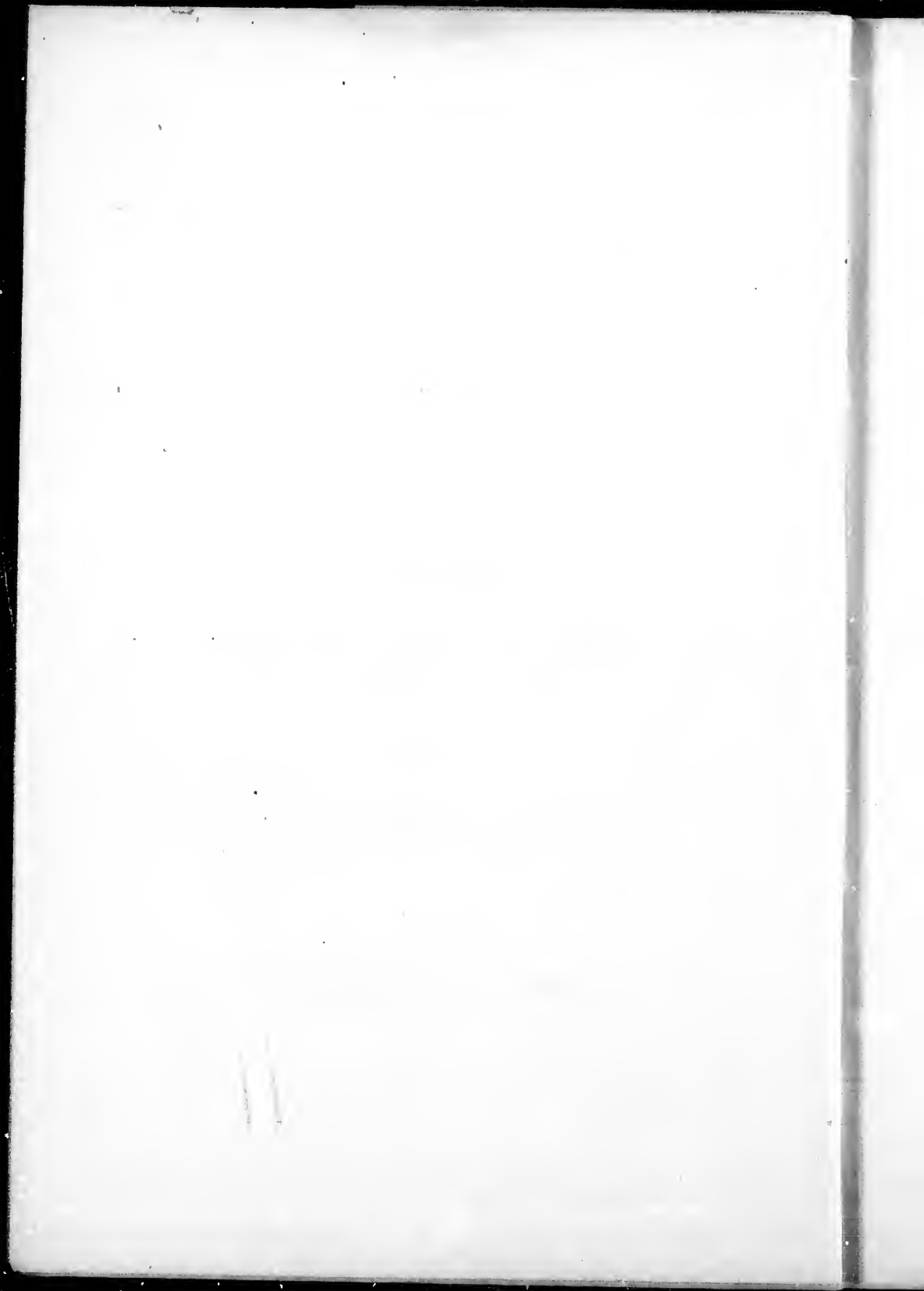
AGAINST
MESSRS ANDREWS, CARON, AND ANDREWS,
Attorneys at Law, &c.



By SILAS SEYMOUR,
GENERAL CONSULTING ENGINEER.



QUEBEC, APRIL 11th, 1877.



A COMPLAINT
TO THE
COUNCIL OF THE QUEBEC BAR.

Quebec, April, 11th, 1877.

E. RÉMILLARD, Esq.,
Syndic of the Quebec Bar.

DEAR SIR,

It becomes my unpleasant duty to lay before you, and through you, the Honorable the Council of the Quebec Bar, a complaint against the Law Firm of Messrs Andrews, Caron and Andrews, of this City,—which complaint is founded upon the following facts.

On the 15th of January last, I instituted an action at law against Mr. Thomas McGreevy, of this City, for the recovery of the sum of \$5,000; this being the amount due on account of the second instalment payable under a certain Agreement signed by Mr. McGreevy, of which the following is a copy:

“ Quebec, August 18th, 1875.

DEAR SIR,

In consideration for your extra services, I hereby agree, that if I close an arrangement with the Provincial Government of Quebec, by which the Government either takes the North Shore Railway Contract off my hands, or pays me a cash consideration for performing the Contract, I will pay you five thousand dollars upon the closing of such an arrangement; also five thousand dollars additional, within one year from that date,—and five thousand dollars additional, within two years from that date,—making in all fifteen thousand dollars.

Yours truly,

(Signed), THOMAS MCGREEVY.

GENERAL SYLAS SEYMOUR,

Consulting Engineer, &c.,

Quebec.”

An action had previously been instituted for the recovery of the first instalment of \$5,000 due under the same Agreement; and a judgment for the amount, with interest and costs, was rendered on the 7th of February last, of which the following is a copy :

“ Considering that the Defendant hath failed to prove the allegations of his plea of *Perpetual Exception*, in this cause fyled, the same is hence dismissed.

“ Considering that the Plaintiff hath proved the material allegations of his Declaration; and more particularly, that the Defendant, if he closed an Agreement with the Provincial Government of Quebec, by which the Government either took the North Shore Railway Contract off his hands; or paid him a cash consideration for performing

the Contract ; in consideration of the Plaintiff's Extra Services, agreed to pay the Plaintiff five thousand dollars upon the closing of such an arrangement ; also five thousand dollars additional, within one year from that date ; and five thousand dollars additional, within two years from that date ; making in all fifteen thousand dollars ;

“ Considering that the Defendant has closed an arrangement with the said Government, by which it pays the Defendant a cash consideration for performing the North Shore Railway Contract ;

“ The Court doth adjudge and condemn the Defendant for the considerations aforesaid, to pay to the Plaintiff the sum of *Five thousand dollars, with interest and costs.*”

In the plea filed by the Defendant's Attorneys, Messrs. Andrews, Caron and Andrews, in this first suit, it was alleged, in effect, that the Plaintiff endeavored to defeat the object of the Defendant's negotiations with the Government ; also, that by reason of his being the salaried officer of the North Shore Railway Company, he was disqualified and prevented from rendering the extra services referred to in the said Agreement ; also, that by fraud and pretence, he had obtained certain monies and notes from the Defendant.

During the trial in this first case, the Defendant gave evidence concerning the causes which induced him to sign the Agreement of August 18th, 1875, in favor of the Plaintiff, from which testimony the following is an extract :

“ I was very anxious that the thing,” (to wit, the Government contract) “ should be put through as soon as possible and that there should be no delays. I signed an Agreement upon which this action is based, in order that there

should be no delays, as stated before, knowing that the Plaintiff had the means in his power of keeping it back ; which I would not have done under any other circumstances. It was not signed for services rendered, and only for the reason above mentioned."

On the 8th of February, 1877, Messrs. Andrews, Caron and Andrews, filed a plea in the second suit, first above referred to, in which, after reiterating the allegations above mentioned as being contained in the plea filed in the first suit, the following additional allegations are made, to wit :

" And the Defendant avers, that the said notes, and the said moneys, were exacted and given, and the letter by the said Defendant signed, dated at Quebec the 18th day of August, in the year 1875, upon which the Plaintiff's action is founded, and declared upon in his declaration, were solicited by the said Plaintiff, and written and consented by the Defendant, and by the Plaintiff received, as a bribe ; and with the corrupt intention that he, the Plaintiff, should fail in his duty as such officer of the said North Shore Railway Company, in its relations with the said Defendant ; and not exact from the said Defendant, a strict and faithful performance of the said Defendant's contract, as contractor for the said Road.

" And the Defendant further alleges that the Plaintiff did corruptly obtain from him, the Defendant, the said writings and promises, with the distinct understanding between them, that he, the Defendant, would be aided by him, the Plaintiff, in evading an honest and faithful execution of his said contract for the said Railway ; and the said Defendant, yielding to the suggestions of the said Plaintiff, agreed with him to make him the said several promises ;

and he, the said Plaintiff, with the corrupt view of receiving the amount of the said suns so promised, undertook to aid and assist him, the Defendant, in evading a faithful execution of his, the Defendant's, contract for the construction of the said Road.

“ And so the Defendant saith, that all the undertakings and promises, mentioned in the said Plaintiff's Declaration, were without legal consideration ; and were corruptly and immorally solicited, exacted, and stipulated for, and received by him, the Plaintiff, as a bribe ; and were so by the Defendant made and given, upon the understanding that he, the Plaintiff, would assist the Defendant in an unfaithful and imperfect execution of his Agreement as contractor for the said Railroad ; and are therefore illegal, null and void.”

Immediately after it had become publicly known that a plea of the above nature had been filed of record in the Court, allusion to the fact was made in the newspaper Press throughout the entire Dominion ; and the public were promised a rich treat, in the way of scandalous revelations, &c., in connection therewith.

Finding that my private character, as well as my professional reputation as a Civil Engineer, were suffering serious damage by reason of the aforesaid allegations, and the constant allusions to them in the Public Press, I at once commenced to prepare for publication a “ *Statement of Facts*,” connected with the case, for the sole purpose of vindicating myself from these scandalous allegations ; in anticipation of which, I caused to be published in the “ Morning Chronicle ” of this City, the following letter :

(To the Editor of the "Morning Chronicle.")

"SIR,—I have observed in a recent issue of the CHRONICLE, and also in the Montreal and other papers, allusions to the matters in difference between Mr. McGreevy and myself, respecting the North Shore Railway; all of which are calculated to injure my private character and professional reputation.

"May I ask that the CHRONICLE, and other papers throughout the country, will kindly refrain from any further remarks of this nature, until I can furnish to the Press, and the Public generally, a well authenticated "*Statement of Facts*" in the case; which I hope to have ready for general circulation, within a day or two.

Very respectfully,

S. SEYMOUR,

General Consulting Engineer."

Quebec, Feb. 17, 1877.

On the 19th of February, the Editorial Column of the "Morning Chronicle," contained the following announcement:

"We are authorized by Mr. McGreevy to state, that the plea filed in the Court House, and alluded to in the Press, was not authorized by him, and was done without his knowledge or consent."

The pamphlet containing the Statement of Facts above referred to, (of which I enclose a copy for your information,) was given to the Public on the 27th of February, 1877.

On the 28th of February, I was served, by Messrs. Andrews, Caron and Andrews, with a notice, in behalf of Mr. McGreevy, to appear in Court on the following 2d of

March, and show cause why I should not be punished by imprisonment, for Contempt of Court, by reason of the publication of said Pamphlet.

The Case was argued before Chief Justice Meredith, on the 2d of March; and on the 7th March, the following judgment was rendered :

“ Considering that the pamphlet, of the publication of which the Defendant complains, clearly establishes that the charge of bribing, alleged in the Defendant's plea in this cause, as therein set forth, is opposed to the evidence of the Defendant himself, on the same subject, given in another suit between the same parties; and also that the same pamphlet tends to establish conclusively that, irrespective of all other considerations, men of ordinary business ability could not have entered into the corrupt agreement alleged in the said plea, inasmuch as at the date of the said alleged corrupt agreement, the said Plaintiff had ceased to be in a position to render the corrupt services, to secure the rendering of which, it is alleged by the said plea, that the Plaintiff was bribed by the Defendant; and considering, in fine, that the said pamphlet does not tend to prejudice the Defendant in the public mind; and on the contrary, that it is a justifiable defence by the Plaintiff of his own reputation; and although not so intended, is, by necessary consequence, a defence of the reputation of the Defendant; doth in consequence reject the said motion with costs against the Defendant.”

On the 13th of March 1877, the following letter over Mr. McGreevy's signature, appeared in the “ Montreal Witness”, and “ Evening Star”; directed to the respective Editors;

" SIR,—In regard to your comments on my supposed plea in the case of General Seymour, which I have already recused, thinking that such emphatic denial of my connection with, or responsibility for it, was sufficient, I regret to see that you continue to give publicity to statements that are not only of a nature to injure me personally, but also the important public undertaking in which I am engaged. Once and for all I now wish to state that the contents of the said plea are false and untrue; that I never authorized them; and I again utterly repudiate any responsibility for or connection with them. Hoping that this will put an end to any further comments, so far as I am concerned.

I remain, yours respectfully,

THOMAS MCGREEVY."

Quebec, March 10.

On the 22nd of March, my Attorneys wrote to Mr. McGreevy, informing him that I had instructed them to commence legal proceedings against him, for damages on account of defamation of character growing out of the filing of said plea.

On the 23rd of March, Mr. McGreevy, through his Attorneys, Messrs. Andrews, Caron and Andrews, caused a notice to be served upon my Solicitors, Messrs. Alley and Chauveau, to the effect that they would move, on the following 3rd of April, for leave to amend their said plea in the present suit, by striking therefrom the aforesaid allegations of bribery and corruption, because the same were untrue.

On the 3rd of April, the above motion was argued before

the Court; and on the 9th of April, a judgment was rendered, granting the motion.

The Defendant, Mr. McGreevy, was examined in this case, on the 9th and 10th of March last; and Mr. Frederic Andrews, the senior member of the firm of Messrs. Andrews, Caron and Andrews, was also examined in relation to the same matter, on the 13th and 14th of the same month. I enclose for your information, a printed extract from Mr. McGreevy's testimony, so far as it relates to the filing of the plea in question; and also a printed copy of the entire testimony given by Mr. Andrews upon the same subject.

There are some points in the above testimony to which I desire to call particular attention.

The Defendant swears that: "The plea in question I saw for the first time on the 17th day of February last:" "And the language used in the said plea I disavowed, and would not be responsible for it": "And I asked him," (to wit, my Attorney) "to amend or withdraw it."

The Defendant also swears, that in an interview with his Attorneys, "some time before the plea was put in," "it was mentioned by my Attorney that the plea was to be put in according to my evidence in the former case." Also, "I am not aware that there was, *at any time*, question between us of plea being put in *alleging bribery*."

The Defendant also swears that, "it was arranged by Mr. Andrews and myself to meet at twelve o'clock," (to wit, on the 17th of February), "in the Court House here; and he, Mr. Andrews, and myself, were each to make an affidavit to have said plea withdrawn or amended; but Mr. Andrews left me, to consult with Counsel, as to whether I should remain over to give evidence in the present case, or

leave that same day for Ottawa. I received, shortly afterwards, a note from Mr. Andrews, stating that he had consulted Mr. Holt; and that I might leave for Ottawa, which I did that evening." Also that: "I acted under the advice contained in said letter. I went to Ottawa, to Parliament and left the proceedings in the case as they stood."

It appears, from the above, and also from the corroborative testimony of Mr. Andrews, that but for the advice of Messrs. Andrews and Holt, as conveyed to the Defendant, in the letter referred to, an application would have been made on the 17th of February last, either to amend the plea, or to withdraw it entirely.

It also appears equally clear, that on the 17th of February last, the Defendant, after becoming fully aware of the contents of the plea in question, deliberately, and with the knowledge and advice of his Attorneys and Counsel, gave his full assent thereto, by allowing the plea to remain of record; and therefore, however much doubt may have previously existed with reference to the real paternity of the plea, there can be no doubt that, by this act, both the Defendant and his legal advisers, deliberately and knowingly assumed each his full share of all the liabilities and responsibilities which had previously attached, or might subsequently attach to the filing of said plea.

The Defendant's Attorney, Mr. Andrews, swears that, "on the date it," (the letter of 17th February) "bears date, I found, on conversation with the Defendant, that there had been a misunderstanding between him and myself." Also, that: "The misapprehension which arose between the Defendant and me, was after, or about the time of the demand of plea in the present suit." Also, that "The con-

versation did not last over a minute." The Defendant had already sworn that the interview occurred "sometime before the plea was put in."

It appears from the above, that a wide discrepancy exists between the sworn statements of the Defendant and his Attorney, as to the time when the misunderstanding between them occurred; and also, that a consultation between them respecting a defence in a suit involving fifteen thousand dollars, "did not last over a minute."

The Defendant's Attorney also swears, that: "this misapprehension was in consequence of the dissatisfaction expressed by the Defendant, as to the judgment rendered," (to wit, in the previous suit) "and his directions to put in the plea in this case, *in as strong terms as I could*"; which judgment was rendered only the day previous to the filing of the plea.

It appears from the above, in connection with the evidence given, respecting this same interview, by the Defendant, that notwithstanding the interview "*did not last but a minute*," still it lasted long enough to leave upon the Defendant's mind the impression, "that the plea was to be put in according to my evidence in the former case"; while the Attorney swears that: "When the Defendant left me on that occasion, he certainly left me impressed with the idea that the plea was to be put in, in the way in which I put it in". Also, "I certainly would not have put in the plea, "If I had not so understood the matter of the conversation."

Also, "outside of any information or instructions which I may have received from my Client in this cause, I had no personal knowledge of any facts which justified the allegation of bribery contained in the said plea".

Also, "I have no reason to believe that the allegation of bribery is true."

Without attempting to solve the discrepancies which exist between the sworn statements of the Attorney and his Client, respecting either the date of the interview, the length of time occupied by it, or the different impressions of a most radical nature, which it appears to have left upon the mind of each of the parties thereto, I will call a moment's attention to the terms of the letter of February 17th 1877, addressed by the Attorney to his Client; of which the following is a copy :

" Quebec, Saturday morning,
17th February 1877.

DEAR SIR,

I had a consultation with Mr. Holt. We are both of opinion that you need not wait to answer the questions served upon you. Our opinion also is to leave the plea for the present as it is. I will furnish you with my affidavit if required, that it was put in without having been communicated to you; that you desired to see it before its being filed; but that I had no opportunity of letting you see it; and further, that in the first case you objected to putting in a plea in the language used in the second.

Yours truly,

(Signed,) F. ANDREWS.

HON. THOMAS MCGREEVY."

In answer to a request that he would state the circumstances under which he wrote this letter, the Attorney swears as follows :

" On the day it bears date, I found, on conversation

with the Defendant, that there had been a misunderstanding between him and myself; and as he was desirous, so far as possible, to prevent the consequences that might follow the filing of that plea, I told him that I would draw out an Affidavit of circumstances; and also get his own Affidavit, with a view to have the plea amended or withdrawn; and as I was willing that he should make it publicly appear, that it had been filed in consequence of a misapprehension between us, I wrote the letter in question, in which I purposely omitted to state the fact, that after the rendering of judgment in the former case, he, the Defendant, upon two different occasions, stated his extreme dissatisfaction at the judgment which had been rendered against him; and adding; "now put in a plea in as strong terms as you can;" and the impression raised in my mind was, that my instructions were to put in the plea in the terms in which I did."

It appears quite clear from the above sworn statements:

1st. That the Defendant was quite aware that some one had incurred a very serious responsibility in the filing of said plea.

2nd. That he, the Defendant, was desirous of avoiding any personal responsibility in the matter.

3rd. That, for some cause or consideration not fully explained, the Defendant's Attorney was quite willing to attempt to shield his Client from the consequences which might follow the filing of the plea.

4th. That, for the purpose of accomplishing this object, the Attorney, and writer of the letter, was quite willing to withhold the real facts in the case; and therefore, to make it "*publicly appear*" that the plea "had been filed in con-

sequence of a misapprehension between us, I wrote the letter in question, in which *I purposely omitted to state the facts, &c.*" He also went further, and professed a willingness to furnish the Defendant with his affidavit, if required, to the effect, "that in the first case you objected to putting in a plea in the language used in the second;" and this, in the face of the sworn statement of his Client, that: "I am not aware that there was, *at any time*, question between us, of plea being put in, *alleging bribery*;" and also in the face of the fact subsequently sworn to by the Attorney himself; that, "I do not know whether it" (to wit, the statement above referred to), "*be true or not.*"

It seems difficult therefore to imagine a more disreputable, if not criminal case of misrepresentation, than has thus far been practised by the Defendant and his Attorneys in this case; and all this at the sacrifice and expense of my own private character, and professional reputation.

The most extraordinary feature of this most extraordinary case, however, seems to my own mind to be, the excuse, or justification which the Defendant and his Attorneys plead in extenuation of the course which they have pursued in the matter.

The Attorney states in his testimony: "That, after the rendering of judgment in the former case, he, the Defendant, upon two different occasions, stated his *extreme dissatisfaction* at the judgment which had been rendered against him; and adding, "*now put in a plea as strong as you can.*" And the impression raised in my mind was that my instructions were to put in the plea in the terms in which I did."

It would appear from the above, that the fact that the

Court had already decided in favor of the equity and legality of my claim against the Defendant, in the first suit under his Agreement of 18th August, 1875, notwithstanding that the Defendant, through his Attorneys, had, in the plea to that suit, charged me with trying to prevent the consummation of an arrangement by which I was to receive fifteen thousand dollars; and also in effect, with obtaining money and notes from the Defendant, under false pretenses; still this decision of the Court was *extremely unsatisfactory* to the Defendant; and therefore, at least in his own opinion, fully justified him in instructing his Attorneys "to put in a plea, in the second case, *in as strong terms as he could.*"

The same considerations also appear to have justified the Attorney, at least in his own opinion, in selecting from the long catalogue of crimes, such as perjury, larceny, arson, and perhaps murder, the particular crime of *bribery*, in its most repulsive and aggravated form; and of embodying the same in his plea, without the least regard to the truth of the allegation; and when he swears that he had no reason to believe that the allegation was true; when the same was against the facts as sworn to by his Client, in the former case under the same agreement; and also without regard to the important fact, as abundantly demonstrated in the former case, that a mere allegation, *however strong it may be in terms*, adds no strength whatever to a purely unfounded and fictitious defence, unless it be supported by some evidence; or at least some show of truth.

SYNOPTICAL STATEMENT OF THE CASE.

A Review of the facts as above narrated will show :

1st. That, on the 7th of February last, judgment was rendered, in the first suit under the Agreement of August 18th, 1875, in favor of the Plaintiff.

2d. That, on the 8th of February, or the day following the rendering of judgment in the first Case, a plea to the second suit under the same Agreement, was filed of record in the Court, by Messrs. Andrews, Caron and Andrews, the Defendant's Attorneys; which plea, in addition to the allegations contained in the first plea, contained also repeated allegations of bribery and corruption, both as against the Plaintiff, and the Defendant in the case; notwithstanding the fact, that the Defendant had, in the previous case, made a sworn statement directly contrary to said allegations.

3d. That, on the 17th of February, the contents of said plea; and the probable consequences that would result from the filing of it of record, were fully discussed by and between the Defendant, his Attorneys, and his Counsel in the case; and on that day it was deliberately determined, both by the Defendant, and his Legal Advisers, that the

plea, as it had previously been filed, should remain of record as the defense in the case.

4th. That, on the 17th of February, the senior Attorney in the case, Mr. F. Andrews, wrote a letter to the Defendant, in which the Defendant was advised that he need not wait to answer the questions that had been served upon him; also, that "the plea should, for the present, remain as it is."; also that he, Mr. Andrews, was prepared to furnish his own affidavit, if required, "that in the first case you (the Defendant) objected to putting in a plea in the language used in the second." Whereas, Mr. Andrews subsequently swears, in effect, that, in order to make certain things appear in a certain light before the public he *purposely omitted* to state, in said letter, certain facts connected with the case; and also, that he did not know the truth of at least one of the assumed facts to which he proposed in said letter, to make his affidavit, and of which the Defendant, although assumed to have been a party thereto, swears that he had no knowledge.

5th. That, on the 19th of February, being two days after the Defendant had agreed, with his legal advisers, to assume the responsibility of said plea, by allowing it to remain of record; and after he had left for Ottawa, armed with the above letter from his senior Attorney, to protect him against any denial on their part, the editorial columns of the "*Morning Chronicle*" contained an article, purporting to have been published by authority from Mr. McGreevy, in which the plea was repudiated, and the acts of his Attorneys disavowed.

6th. That, on the 28th of February, the Plaintiff was served by Messrs. Andrews, Caron and Andrews with a

notice of criminal proceedings, in behalf of their Client, for contempt of Court, for having published a defence of his character and reputation; which defence was rendered both justifiable and necessary, solely by reason of the false and malicious allegations contained in said plea.

7th. That, on the 13th of March, the Defendant, in a letter over his own signature, and addressed to the respective Editors of the "*Montreal Witness*," and the "*Evening Star*," again repudiated the said plea, and disavowed the acts of his Attorneys in the case, by stating as follows: "Once and for all I now wish to state, that the contents of the said plea are false and untrue; that I never authorized them; and I again utterly repudiate any responsibility for or connection with them."

8th. That, on the 10th of March, the date of the above letter, addressed by him to the Montreal Papers, Mr. McGreevy also swears, in the presence of his Attorneys, that he disavowed, and would not be responsible for the plea; and also that the allegations contained therein were untrue. He also swears that; "I acted under the advice contained in said letter," (to wit, Mr. Andrews' letter of the 17th February, 1877) "I went to Ottawa, to Parliament, and *left the proceedings in the case as they stood*;" or, in other words, that he fully endorsed the plea, after having heard his Attorney read it, by consenting that it should remain of record, and leaving "*the proceedings in the case as they stood*."

9th. That, on the 23rd of March, being the day following that upon which their Client was served with a notice from the Plaintiff's Solicitors, that an action was to be brought against him for defamation of character, these same

Attorneys for the Defendant, gave notice of a motion to amend said plea, by striking therefrom all such portions as related to bribery and corruption, *because they were untrue* ; and that on the 3rd of April following, the senior member of the firm appeared in Court and argued the motion in favor of his Client ; thus showing his abject subserviency to his Client's dictation ; and also, that, but for the previous notice of suit against the Defendant, in behalf of the Plaintiff, no movement would have been made, on the part of the Defendant or his Attorneys, to change the defamatory character of said plea.

10th. That, notwithstanding the above public, and sworn disavowals and repudiations, by their Client, in connection with their professional acts in his behalf, after he had deliberately assumed, and made himself responsible for them, by allowing the proceedings in the case to remain as they stood on the 17th of February last, these same Attorneys, Messrs. Andrews, Caron and Andrews, still continue to appear in Court, and to act for and on behalf of the same Client, not only in the case now under consideration ; but also in other cases in which proceedings have been commenced since the date of their Client's public, and sworn repudiation, and disavowal of their acts in his behalf in the present suit.

11th. That, under the pre-existing circumstances connected with the present case, it was clearly the duty of these Attorneys, as honorable and conscientious men, to have abandoned the case, rather than to have prepared and filed a plea of the nature in question, even at the request, or dictation of their Client ; and that, having done so, evidently with the knowledge of, or by reason of inspirations re-

ceived from their Client; and he, having subsequently approved, or at least condoned said plea; and immediately afterwards, both publicly, and under oath, denounced the plea as being false and untrue, and virtually repudiated his Attorneys, it clearly became the duty of the Attorneys to have abandoned the case at once; and to have publicly denounced their Client in such terms, as to high minded and honorable members of the Quebec Bar, would have been applicable to such a case.

[12th. That, on the other hand, if it be true, as alleged and sworn to by the Defendant, that the plea was written and filed by the Attorneys, without the knowledge, authority, or consent of their Client; and when, as Mr. Andrews swears, he had no reason to believe that the allegations of bribery and corruption, therein contained, were true; and also, after the Defendant himself had previously sworn to an entirely different state of facts in the case, the conduct of these Attorneys would certainly appear to be still more reprehensible; inasmuch as the character and reputation of no one would be safe for a moment, if such a practise were allowed to prevail.] *

Being the principal, and perhaps the only sufferer in the case; and believing, as I sincerely do, that acts of the nature above described and set forth, as having been done and performed by the Attorneys, Messrs. Andrews, Caron and Andrews, are not only highly unprofessional in their

* This paragraph was accidentally omitted from the manuscript copy of the Complaint sent to the Syndic, and to which my affidavit is attached; although it was placed in his hands as soon as the omission had been discovered.

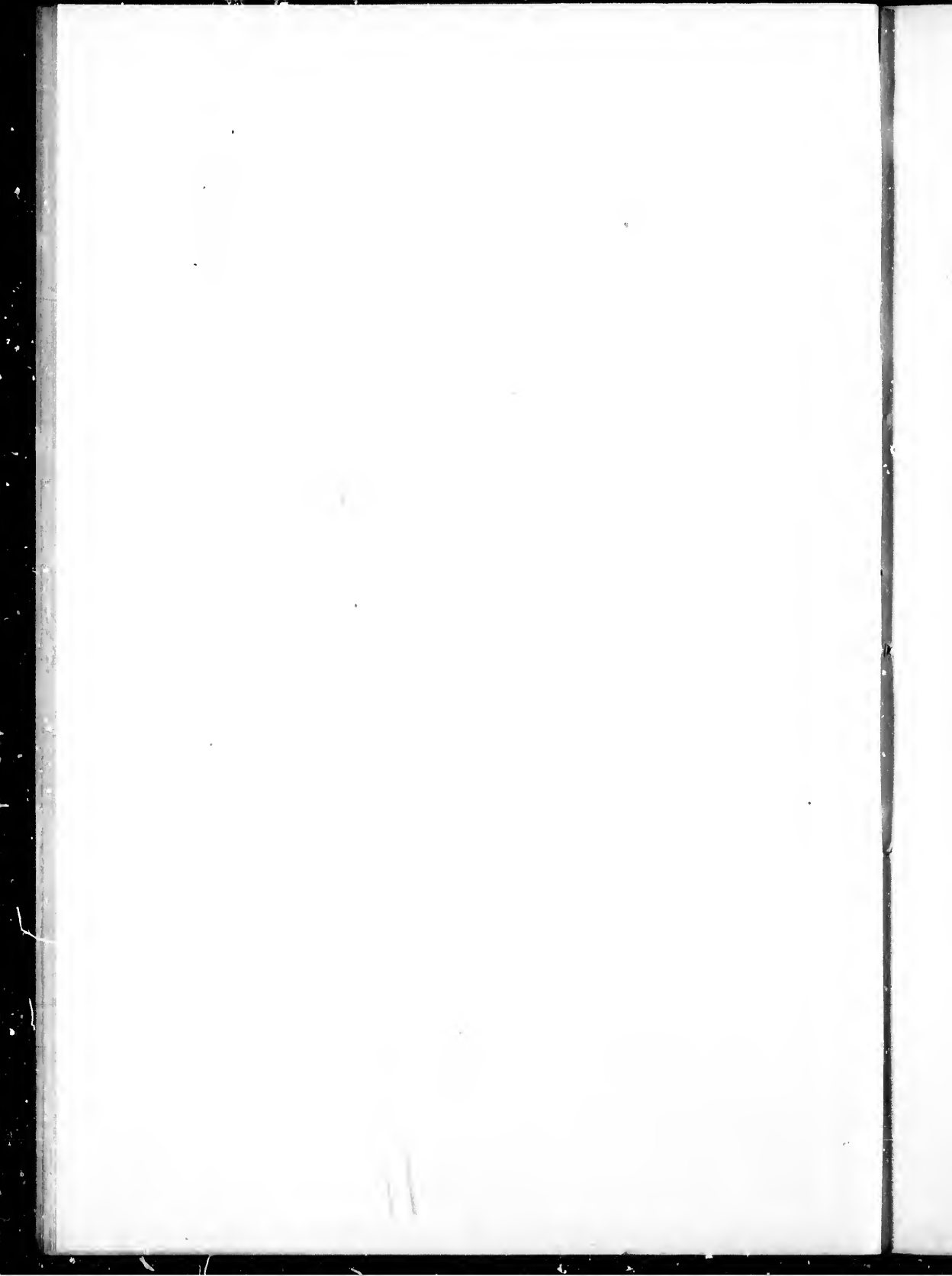
character, but exceedingly immoral and degrading in their tendency, I therefore most respectfully submit this my Complaint, for the consideration and action of the Council of the Bar, under a firm conviction that no body of Gentlemen, which prides itself so highly and so justly upon the honor and integrity of its Members, will for a moment, countenance, or even tolerate conduct of the nature hereinbefore described.

I have the honor to remain,

Dear Sir,

Yours very respectfully,

SILAS SEYMOUR.



IN THE SUPERIOR COURT.

No. 222.

S. SEYMOUR, *Plaintiff*

vs.

THOS. MCGREEVY, *Defendant.*

*Extracts from the testimony of Thomas McGreevy.
Given March 9th and 10th, 1877.*

INTERROGATORIES UPON ARTICULATED FACTS.

PROPOUNDED BY MR. R. ALLEYN, Q. C., PLAINTIFF'S ATTORNEY.

13th.—Look at your plea of perpetual exception *péremptoire en droit*, and say if it be not true that in your said plea there is the following allegation, to wit:

“ And the Defendant avers, that the said notes, and the said moneys,” (being the two promissory notes of twelve hundred dollars each, and the sum of two hundred dollars in your said plea mentioned) “ were exacted and given, and the letter by the said Defendant signed, dated at Quebec the 18th day of August, in the year 1875,” (being the letter writing referred to hereinabove in the ninth interrogatory) “ upon which the Plaintiff's action is founded, and declared upon in his declaration, were solicited by the said Plaintiff, and written and consented by

the Defendant, and by the Plaintiff received, as a bribe ; and with the corrupt intention that he, the Plaintiff should fail in his duty as such officer," (nameiy a paid officer) " of the said North Shore Railway Company, in its relations with the said Defendant ; and not exact from the said Defendant, a strict and faithful performance of the said Defendant's contract, as Contractor for the said Road ? "

Answer.—The Plea in question I saw for the first time, on the 17th day of February last, in the hands of my Attorney, Mr. Andrews, which he read to me ; and the language used in the said Plea, I disavowed, and would not be responsible for it, as it was not according to my views ; and I asked him to amend it or withdraw it.

The allegation mentioned in this Interrogatory, is found in the said Plea.

14th.—Is it not true that the allegations contained in your said Plea, and mentioned in the foregoing interrogatory, are false and untrue ?

Answer.—They are not according to my views, as I consider I never made any corrupt bargain with the Plaintiff, nor intended to.

15th.—Look at your Plea of perpetual exception *péremptoire en droit*, and say if it is not true that in your said plea there is the following allegations, to wit :

" And the Defendant further alleges that the Plaintiff did corruptly obtain from him, the Defendant, the said writings and promises" (being the same writings and promises as those herein above mentioned) " with the distinct understanding between them, that he, the Defendant, would be aided by him, the Plaintiff, in evading an honest

and faithful execution of his said contract for the said Railway; and the said Defendant, yielding to the suggestions the of said Plaintiff, agreed with him to make him the said several promises; and he, the said Plaintiff, with the corrupt view of receiving the amount of the said sums so promised, undertook to aid and assist him, the Defendant, in evading a faithful execution of his, the Defendant's contract for the construction of the said Road.

And so the Defendant saith, that all the undertakings and promises, mentioned in the said Plaintiff's Declaration, were without legal consideration; and were corruptly and immorally solicited, exacted, and stipulated for, and received by him, the Plaintiff, as a bribe; and were so by the Defendant made and given, upon the understanding, that he, the Plaintiff, would assist the Defendant in an unfaithful and imperfect execution of his Agreement as Contractor for the said Railroad; and are therefore illegal, null and void."

Answer.—Yes, there is such an Allegation in said Plea.

16th.—Is it not true that the Allegations contained in your said Plea, and mentioned in the foregoing interrogatory, are false and untrue?

Answer.—Portions of them are untrue, as far as I am concerned.

Questions submitted by the Plaintiff's Attorney, Mr. R. Alley, Q. C.

Question.—On the 17th of last month, when you state you first saw the plea in question, did you give any and what instructions to your Attorneys concerning said Plea?

(Question over-ruled by Mr. Justice Caron.)

Question.—Please state in what respect the said Plea, as referred to in the 12th interrogatory, was not according to your views ?

Answer.—In no part that Plea meets my views, according to my views.

Question.—Were the two promissory notes, referred to in said Plea, paid by you to the Plaintiff as a bribe, with any corrupt views ?

Answer.—No, they were not.

Question.—Were the said notes exacted or received by the Plaintiff as a bribe ?

Answer.—I cannot answer for the Plaintiff. I have given my own views.

Question.—Was there any understanding, direct or indirect, between the Plaintiff and you, to the effect that he, the Plaintiff, should in any respect whatsoever, fail in any portion of his duty towards the North Shore Railway Company, or the Government of the Province of Quebec, in connection with the works done, or to be done by you, for the North Shore Railway Company, or the said Government ?

Answer.—Not that I am aware of.

Question.—Did the Plaintiff ever solicit from you a bribe for services rendered, or to be rendered by him for you ?

Answer.—Not that I am aware of.

Question.—Please look at the evidence given by you, in the first suit between the Plaintiff and yourself, now in Appeal ; and is it not true that the following is a true extract taken from such deposition, to wit :

“ I was very anxious that the thing,” (to wit the Government contract) “ should be put through as soon as possible,

and that there should be no delays. I signed an Agreement upon which this action is based, in order that there should be no delays, as stated before, knowing that the Plaintiff had the means in his power of keeping it back; which I would not have done under any other circumstances. It was not signed for services rendered, and only for the reason above mentioned" ?

Answer.—I believe so.

Question.—Was the Plea filed in this cause, so filed according to instructions received from you, by your Attorneys of Record ?

Answer.—No.

Question.—Was there, at any time, question between the said Attorneys and you, of filing and producing a plea or defence, similar to the one filed in this cause, for the purpose of contesting any claim made by the Plaintiff arising out of the said letter of the 18th of August, 1875 ?

Answer.—There had been conversation between my Attorneys and myself, some time before the Plea was put in, in this case ; and I think I asked my Attorney not to put in the Plea without letting me see it ; and I think, also, that it was mentioned by my Attorney, that the Plea was to be put in according to my evidence in the former case, or something to that effect.

I am not aware that there was, at any time, question between us, of Plea being put in, alleging bribery.

Question.—When you became aware of the Plea in this cause filed, on the 17th of last month, did you give your Attorney any instructions with respect to it, or to the defence in the present suit ?

I have already stated what occurred ; I asked him to withdraw or amend it.

Question.—It is not true, that you desired your Attorneys, or one of them, to consult with Counsel, with respect to the propriety of retaining said Plea in Record ; and that you were advised by them to retain the Plea as a defence to the present suit ?

Answer.—No, it is not true that I had arranged with him to go to see Counsel on the subject ; but it was arranged by Mr. Andrews and myself, to meet at 12 o'clock, in the Court House here ; and he, Mr. Andrews, and myself, were each to make an affidavit, to have said Plea either withdrawn, or amended. But Mr. Andrews left me to consult with Counsel, as to whether I should remain over, to give evidence in this present case, or leave that same day for Ottawa.

I received, shortly afterwards, a note from Mr. Andrews, stating that he had consulted with Mr. Holt ; and that I might leave for Ottawa, which I did that evening, to attend to my duties in Parliament.

Question.—Is it not true, that Mr. Andrews stated to you, in the said letter, that the Counsel and he had both agreed that it was better, at least for the present, not to do any thing with respect to the present Plea ?

Answer.—I believe so.

Question.—Have you the said letter in your possession ? Will you produce it ?

Answer.—Yes. I now produce the said letter. It is in the handwriting of Mr. Andrews, senior. The certified copy of said letter annexed to my said answer, is a true copy of said letter ; and is certified by me as correct ; it is marked " A."

Copy of "Exhibit A."

Quebec, Saturday morning,
17th February 1877.

Dear Sir,

I had a consultation with Mr. Holt. We are both of opinion that you need not wait to answer the questions served upon you. Our opinion also is to leave the plea for the present as it is. I will furnish you with my affidavit if required, that it was put in without having been communicated to you; that you desired to see it before its being filed; but that I had no opportunity of letting you see it; and further, that in the first case you objected to putting in a plea in the language used in the second.

Yours truly,

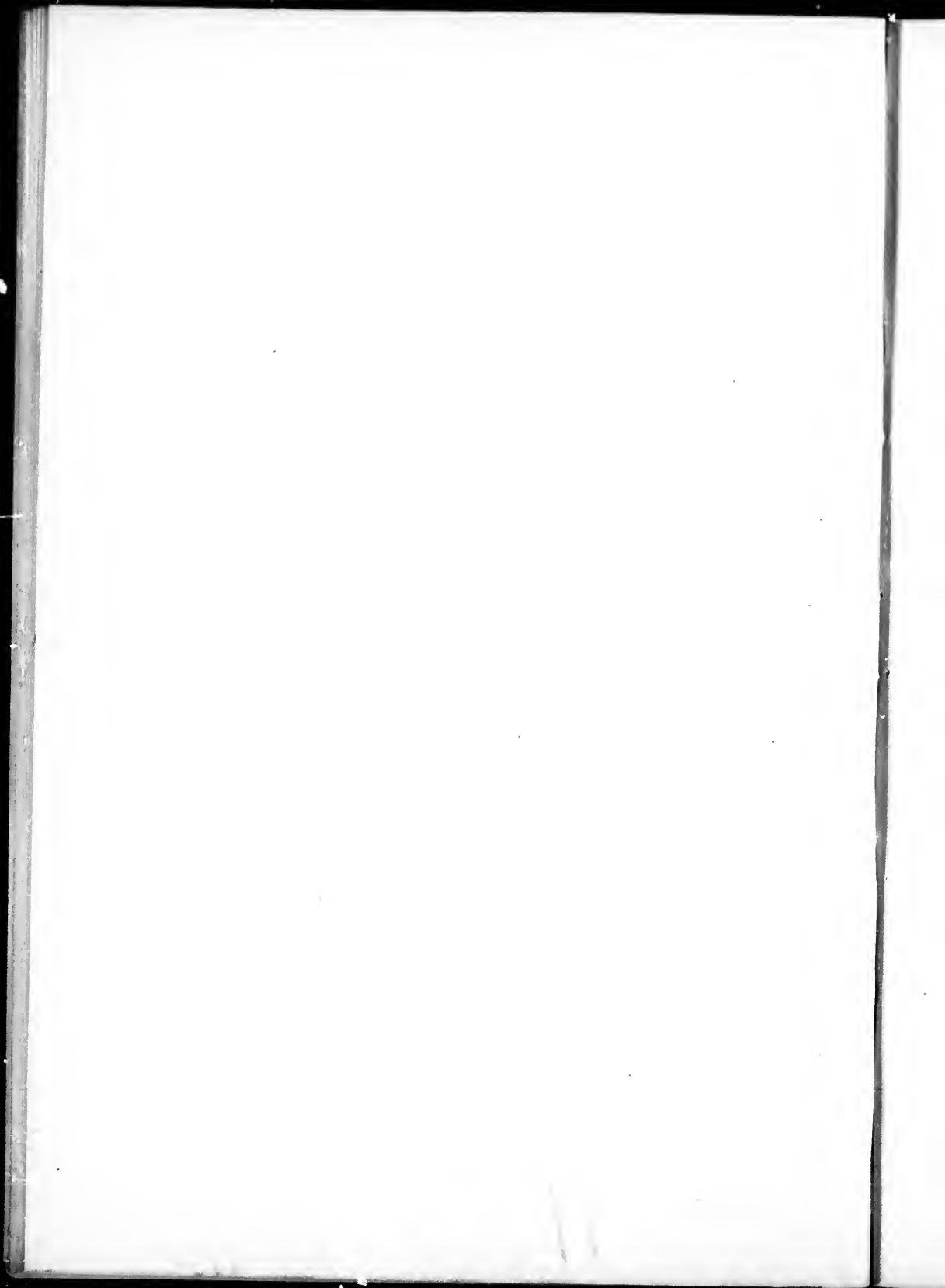
(Signed,) F. ANDREWS.

Hon. THOMAS MCGREEVY.

Answer Continued.—The Plea referred to in said letter, is the Plea to the present action, and which is mentioned in the Interrogatories submitted to me yesterday.

I acted under the advice contained in said letter, I went to Ottawa, to Parliament; and left the proceedings in the case, as they stood.

Since then, and at present, Messrs. Andrews, Caron and Andrews, have acted, and continue to Act as my Attorneys in this cause.



IN THE SUPERIOR COURT.

No. 222.

S. SEYMOUR, *Plaintiff.*

vs.

THOS. MCGREEVY, *Defendant.*

*Testimony of Mr. Frederick Andrews, given March
13th and 14th 1877.*

EXAMINED BY MR. R. ALLEYN, Q. C., PLAINTIFF'S ATTORNEY.

I am one of the Attorneys of Record in this cause, acting on behalf of the Defendant. I was also his Attorney in the suit which was lately pending before this Court, between the Plaintiff and the Defendant, wherein the Plaintiff sued the Defendant for the recovery of five thousand dollars, being the first instalment mentioned in the letter of Agreement signed by the Defendant on the 18th of August 1875, addressed to the Plaintiff, and which forms the basis of the present action. Judgment was rendered against the Defendant in that case; and it is now in Appeal.

Question.—Will you please state if the Plea in said suit was prepared pursuant to instructions received from the Defendant?

The witness objects to give any evidence as to any instructions received by him from his client, in that case, or the present case.

I was present in Court on Saturday last, when the Defendant answered upon *Faits et Articles*: and I saw the copy of a letter written by me to him on the 17th of last March. It is a true copy of my letter.

Question.—Will you please state if there was, at the time, of the preparing of a Plea to the first action above mentioned, any question between the Defendant and you, with respect to the filing of a Plea of bribery, as practised by him, McGreevy, and the present Plaintiff, at the time of the signing of the letter of Agreement of the month of August aforesaid?

Witness objects to give evidence as to any conversation which took place between him, and his client, in reference to the Plea put in, in that or any other case.

Objection maintained by Mr. Justice Caron.

Question.—Will you state the circumstances under which you wrote the letter of the 17th February last, to the Defendant?

Answer.—On the day it bears date, I found on conversation with the Defendant, that there had been a misunderstanding between him and myself; and he was desirous, so far as possible, to prevent the consequences that might follow the filing of that plea.

I told him that I would draw out an affidavit of circumstances, and also get his own affidavit, with a view to have the plea amended or withdrawn. And, as I was willing that he should make it publicly appear that it had been filed in consequence of a misapprehension be-

tween us, I wrote the letter in question, in which I purposely omitted to state the fact, that after the rendering of judgment in the former case, he, the Defendant, upon two different occasions, stated his extreme dissatisfaction at the judgment which had been rendered against him; and adding, "now put in a plea in as strong terms as you can." And the impression raised in my mind was, that my instructions were to put in the plea in the terms in which I did.

The misapprehension between the Defendant and me was after, or about the time of the demand of plea in the present suit; and it arose out of a conversation between us having reference to the plea, and the judgment in the first cause. This misapprehension was in consequence of the dissatisfaction expressed by the Defendant as to the judgment rendered; and his directions to put in a plea in this case, "in as strong terms as I could."

When the Defendant left me on that occasion, he certainly left me impressed with the idea that the plea in this cause was to be put in, in the way in which I put it in.

Question.—Did McGreevy, on this occasion state that the fifteen thousand dollars, mentioned in the letter of Agreement aforesaid, were given as a bribe to the Plaintiff, for the corrupt purpose mentioned in said Plea?

Answer.—He said nothing more on the subject than what I have already stated; that is, to put the Plea in as strong terms as I could use.

Question.—Did he then make use of the word bribe, as connected with the Plaintiff, and the transaction in question?

Answer.—I have already answered that he used no other words in reference to the Plea, than that I should put it in as strong terms as I could use.

Question.—During the whole time of the conversation, did the Defendant state that the letter above mentioned was a bribe to the Plaintiff, or any words to that effect ?

Answer.—The conversation did not last over a minute, and as I have twice stated, it consisted entirely in his expression of dissatisfaction of the Judgment rendered ; and in his directions to me to put in the Plea in as strong terms as I could ; adding, he would like to see the Plea before it was filed.

Question.—Had you, from any conversation which you had previously had with the Defendant, reason to suppose that when he used the words ; “ put in a plea in as strong terms as you can,” he, the Defendant, meant that you should have filed a plea to this action, such as you have done ?

Answer.—I certainly would not have put in the plea, if I had not so understood the matter of the conversation.

Question.—Will you please state what the Defendant had previously said to you, to justify you in coming to the above conclusion ?

Answer.—I cannot state any one word or expression, in reference to either of the Pleas, made use of by the Defendant to me, I can only speak of the impression left on my mind by the conversations between us.

Question.—Did the Defendant ever state to you, that the letter in question in this cause, had been given by him to the Plaintiff, as a bribe ; or words to that effect ?

Answer.—I cannot state whether he did or not, such was the impression left on my mind.

Question.—Did the Defendant ever state to you that the letter in question was given by him to the Plaintiff in order that he, the Plaintiff, should favor the Defendant ; and not exact from him a strict performance of his, the Defendant's Contract to build the North Shore Railway ; or words to that effect ?

Answer.—I have no recollection of the Defendant stating anything of the sort to me. The statement and instructions which he gave in reference to the first Plea, were given to my son, as I understood from my son.

Question.—Did McGreevy ever state to you, that Seymour had given no consideration for his said letter of August, 1875 ?

The witness objects to answer this question ; or to communicate any statement made to him by his client, in reference to this, or the former case ; and objection maintained by Mr. Justice Caron.

Question.—Was the letter written by you on the 17th of February last, written and composed by you alone ?

Answer.—Yes it was.

Question.—Is the statement contained in said letter, namely, " that in the first cause you objected to putting in a plea in the language used in the second," true ?

Answer.—I do not know whether it be true or not.—I made the statement upon the information which had been given to me by my son.

Question.—Were you present when McGreevy rendered his evidence in the first case ?

Answer.—Yes.

The plea fyled in this cause is in my hand-writing.

Question.—Were you instructed by the Defendant, or by any one purporting to act for him, to file said Plea ?

Same objection as above ; and same ruling.

Question.—Have you any reason to suppose that the Defendant was aware of the allegations contained in said Plea, at the time it was filed ?

Answer.—I have reason to suppose that he was not aware of them, because he had not had communication of the Plea previous to its filing.

Question.—Please state whether you were in possession of any facts to justify the allegation of bribery contained in the said plea ?

Answer.—I was in possession of no facts except such as were communicated, either to my son or myself, by the Defendant, as his legal advisers.

Question.—Outside of any information or instructions which you may have received from your client in this cause, had you personal knowledge of any facts which justified the allegation of bribery contained in said plea ?

Answer.—No.

Question.—Have you any reason to suppose that the Defendant's brother, Robert H. McGreevy, was aware of the nature of the Plea in this cause, at the time it was fyled ?

Answer.—None whatever.

Question.—Is it not true that you have no reason to believe that the allegation of bribery contained in said Plea is true ?

Answer.—I have no reason to believe that the allegation of bribery is true.

