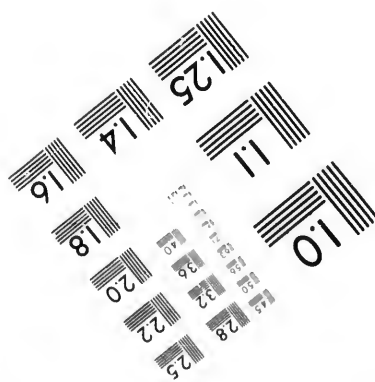
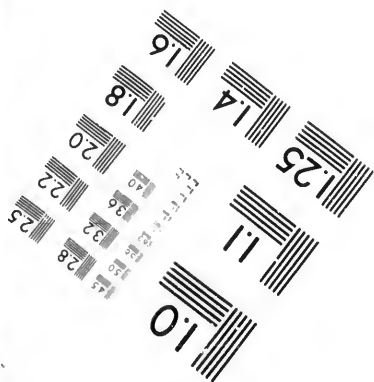
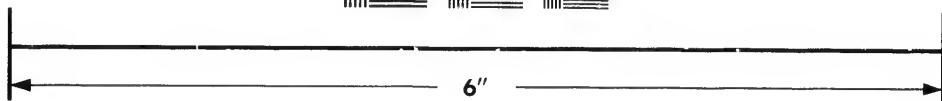
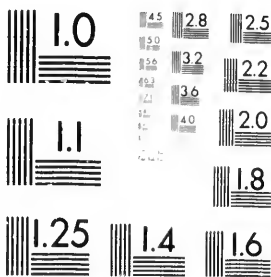


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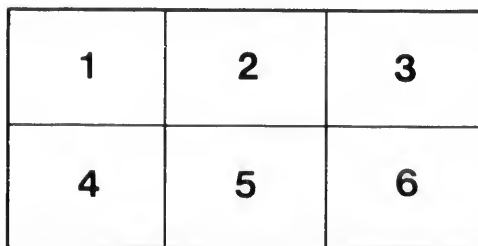
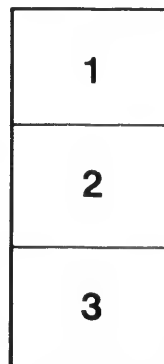
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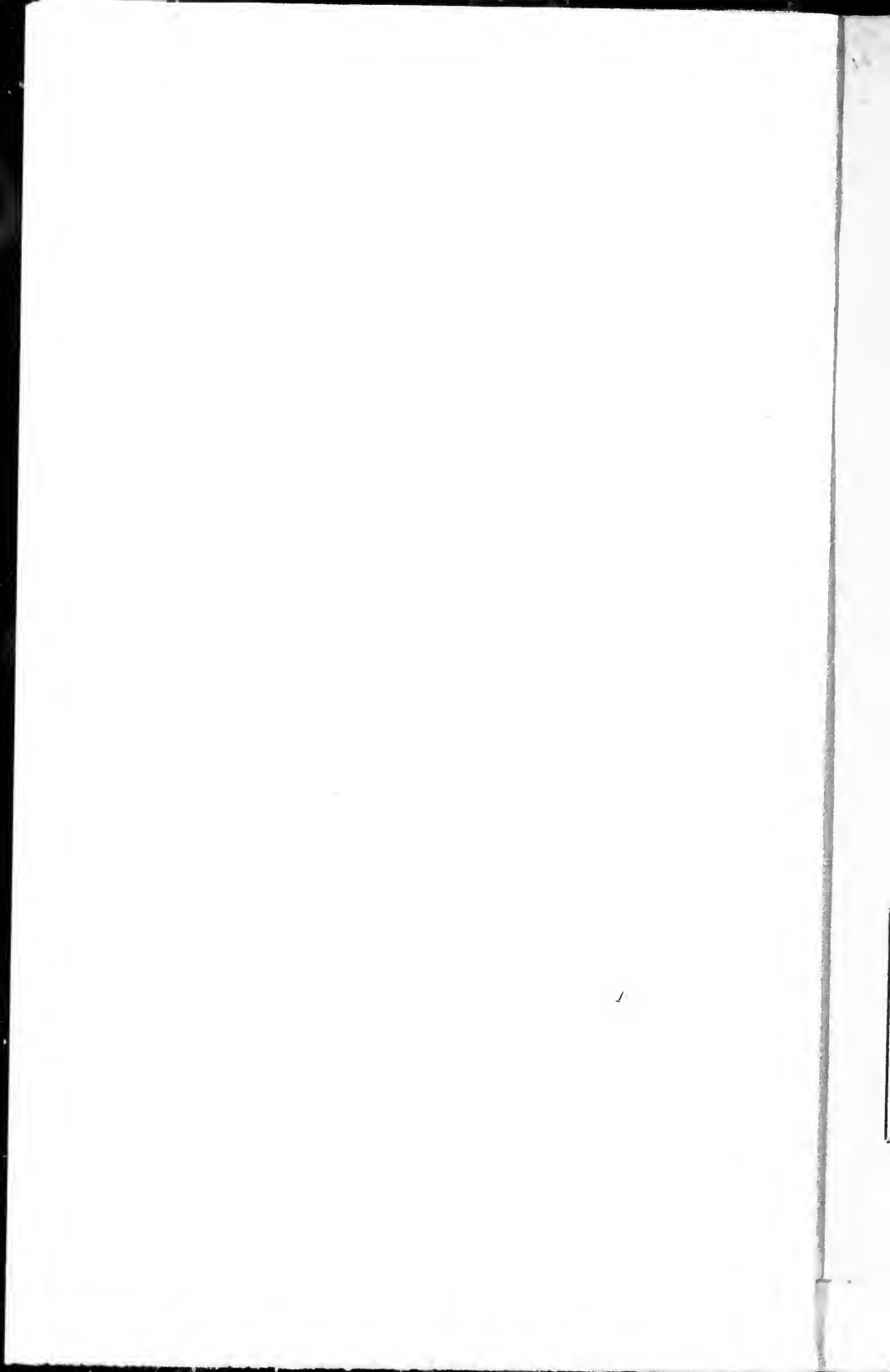
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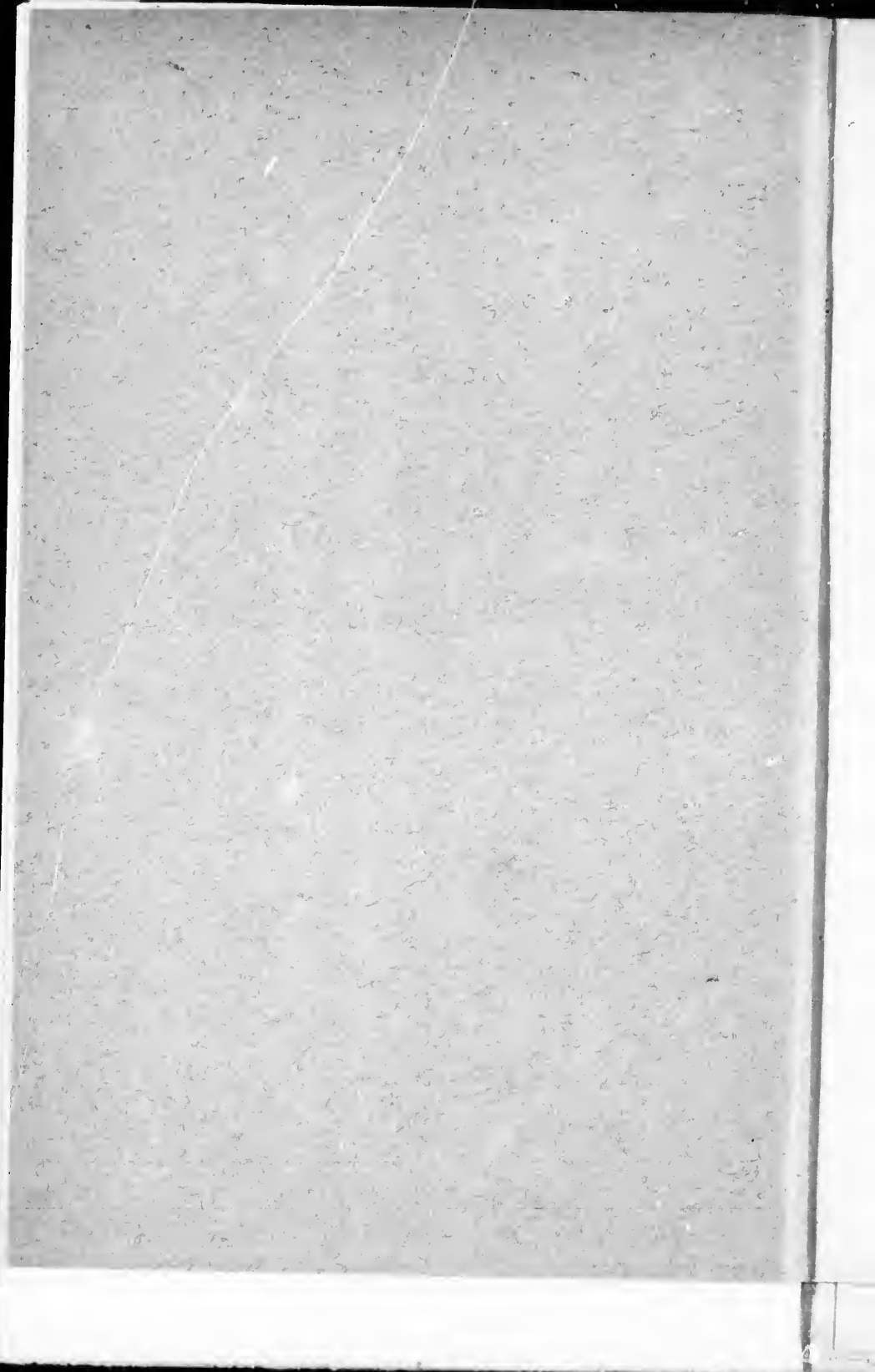
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12

A NARRATIVE
 OF THE CASE OF
 QUEEN vs. CHESLEY,
 WHICH ORIGINATED
 IN THE
 FRAUD
 OF THE
 Former Savings Bank Agent at Annapolis,
 ASSISTED BY THE
 WRONGFUL ACT OF A MAGISTRATE,
 AND WHICH RESULTED IN
 A Strange Miscarriage of Justice,
 AS SEE THE FACTS WITHIN STATED.

Chesley put at end.

HALIFAX, N. S.:
 JAS. W. DOLEY, PRINTER, 211 BRUNSWICK ST.
 1865.



A NARRATIVE
OF THE CASE OF
QUEEN VS. CHESLEY,
WHICH ORIGINATED
IN THE
FRAUD
OF THE
Former Savings Bank Agent at Annapolis,
ASSISTED BY THE
WRONGFUL ACT OF A MAGISTRATE,
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AS SEE THE FACTS WITHIN STATED.

HALIFAX, N. S.:
JAS. W. DOLEY, PRINTER, 211 BRUNSWICK ST.
1895.



The Queen vs. Chesley,

An unfortunate Miscarriage of Justice, as is shewn by the following Abstract of Facts embodied in the Statutory Declaration of Defendant, which facts are as follows :

(1) H. Van Blarcom was Government Savings Bank Officer at Annapolis, January 25th, 1881, and had been so, and also Postmaster, during several previous years.

(2.) He persuaded defendant (Mr. Chesley) to consent to being one of his sureties on his Bond to the Government to the extent of \$500.00, Mr. Chesley innocently supposing the office had been regularly inspected as the law requires, whereas it had not, and defalcations had been regularly going on

(3.) Mr. Chesley consented to write his signature to a blank form of Bond, which Van Blarcom placed before him, and also to a blank form of affidavit annexed to it, both documents being valueless until the blanks were filled in and he should affix a seal and also swear to the affidavit annexed thereto.

(4.) Van Blarcom subsequently filled in the blank spaces in the blank form of Bond, and fraudulently inserted a penalty of \$2,000.00 instead of \$500.00, and then procured his uncle, Laurence Delap, to execute the completed paper as surety for \$2,000.00, and executed the Bond

himself as principal obligor, placed seals opposite each signature, including Mr. Chesley's, and took the Bond so completed to Mr. A. W. Corbett, a magistrate, and induced him to falsely certify that Mr. Chesley had sworn to the affidavit annexed to the Bond. By that means Mr. Chesley was prevented inspection, and detection of the fraud.

(5.) Mr. Chesley never saw either the Bond or Affidavit after the blank had been filled in by Van Blarcom until Van Blarcom absconded a few months afterward, being a defaulter to the amount of \$13,000.00 or thereabouts.

(6.) After Van Blarcom had absconded, Mr. Chesley was called upon to pay the Government \$2,000.00, as being the amount of penalty Van Blarcom had fraudulently inserted instead of \$500.00.

(7.) Mr. Chesley denied his liability, and fully explained the facts to the solicitor of the Government, but was nevertheless sued for the penalty of \$2,000.00.

(8.) Mr. Chesley defended the action on several legal grounds, and on trial of the cause before Hon. Justice Weatherbe he obtained a judgment in his favor. Whereupon the Government solicitor appealed to the full Bench of the Supreme Court of Nova Scotia, and on argument of said Appeal, Mr. Chesley again obtained a judgment in his favor.

(9.) The Government solicitor then appealed to the Supreme Court at Ottawa, and on argument before said Court, their Lordships admitted the legal grounds of Mr. Chesley's defence, but discredited Mr. Chesley's uncontradicted testimony which was true as the Holy Bible, that when he simply placed his signature to a blank form of Bond without a seal and a blank form of Affidavit annexed to it, that he never saw either of the blank forms after the blank spaces had been filled in, and was never asked, and never did swear to the affidavit before Corbett, and only

learned of the fraud practiced upon him in both particulars after Van Blarcom had absconded, a short time afterward.

(10.) After the appeal to Ottawa, Mr Chesley complained to the then Minister of Justice, the late lamented Sir John Thompson, against being persecuted as he had been, and urged him to direct the appeal to Ottawa to be withdrawn, whereupon Sir John declared to Mr. Chesley on two several occasions, "that he would not be called upon to pay any amount if the Government recovered on the appeal to Ottawa; that the object of the appeal was to obtain the views of the Court on the question of the sealing of Bonds to the Government." Besides Sir John's pledges to Mr Chesley personally, he declared to one, if not more, of Mr. Chesley's friends, after Government had obtained a judgment at Ottawa, that the judgment would never be exacted; as, see Mr. Stewart Tremaines' Declaration. And Mr. Chesley remarks here that during the lifetime of Sir John Thompson he was never asked to pay any portion of said judgment.

(11.) Since the decease of Sir John Thompson, Mr. Chesley has applied by Petition, with a Statutory Declaration of all the facts annexed, to His Excellency in Council to be formally released from liability under the unfortunate judgment, which Petition and Declaration of facts, are being submitted to Sir C. H. Tupper, the successor of Sir John in the office of Minister of Justice, he has reported to His Excellency in Council that no Parliamentary authority exists to authorise the granting of Mr. Chesley's application to be formally released from liability, and consequently Mr. Chesley's application has been refused. Wherefore he will be compelled to formally appeal to Parliament for such action as may seem proper to meet his case.

(12.) It has unfortunately occurred that Mr. Chesley's distressing position has been enhanced since the failure of

his application to Government for relief, by the issue of an execution against his property, for the sum of \$3,500 00 and a levy made under it by the sheriff—But he is reasonably grateful for the kindly action of the Hon. Finance Minister, by directing a stay of proceedings for the present, meaning, that time will be given him to seek the authority of Parliament at its next sitting for their views touching his unfortunate position, which threatens his financial ruin, as his property consists chiefly of Real Estate, the marketable value of which is ruinously low at the present time

[COPY.]

Copy of Documents annexed to Mr. Chesley's Petition to His Excellency in Council—including his Statutory Declaration of facts and the Declaration of Stewart Tremaine :

We, whose names are hereto affixed, take great pleasure in certifying that we have personally known T. W. Chesley, Esq., of Granville, Annapolis Co, for many years and willingly give our testimony to his good moral character. To the best of our knowledge and belief he is a man of the strictest integrity and truthfulness, and has ever been so regarded in the community. He is a member in good standing, and a regular communicant of the Methodist Church.

Bridgetown, Feb'y 27th, 1895.

(Sgd.) J. B. GILES, Pastor of Methodist Church.
 " R. F. FITZ RANDOLPH, J. P.
 " F. P. GREATOREX, Rector St. James Church,
 Bridgetown.
 " JOHN CAMERON, Presbyterian Minister.
 " DE LANCY HARRIS, Major 69th Battalion.
 " J. AVARD MORSE, High Sheriff.
 " GEORGE MURDOCH, J. P.
 " JAMES STROTHARD, Pastor of Annapolis
 Methodist Church.
 " JOHN McCORMICK, J. P.
 " JOHN L. COX, J. P.
 " E. DODGE, Post-Master, Bridgetown.

[COPY.]

*In the Supreme Court of Canada, and in the matter of the
suit—The Queen vs. Thomas W. Chesley.*

*And in the matter of the judgment obtained by plaintiff on
appeal from the judgment of the Supreme Court of
Nova Scotia IN BANCO in favor of defendant.*

I, Thomas W. Chesley, of Granville, in the County of Annapolis, Barrister, and the defendant in the above named suit, do make the following statements and declarations of facts under the provisions of the Statute of Canada, intituled, "An act for the suppression of voluntary and extra-judicial oaths," and I do hereby solemnly declare that all the facts and statements which I shall hereinafter make are strictly true and correct in fact and substance according to my best knowledge and belief.

(1.) Having denied my liability to pay the amount of penalty of \$2,000.00 fraudently set out in the Bond which formed the subject of aforementioned suit, an action was instituted against me in the Supreme Court of this Province by Wallace Graham, Esq., then agent of the Minister of Justice of this Dominion.

(2.) That I defended the said action, which was duly tried at Halifax before Honourable Justice Weatherbe, and notwithstanding a plea of negligence, by the Savings Bank department not having inspected Van Blarcom's office as the law required, (and I consequently being deceived as to the faithful discharge of his duties,) my plea was set aside on the technical ground that the Queen could not be charged with negligence, I obtained a judgment in my favour on other grounds of defence.

(3.) That said Mr. Graham perfected an appeal against said judgment to the Supreme Court of Nova Scotia *in banco* and on the argument of said appeal it was dismissed, and a second judgment given in my favor.

(4) That said Mr. Graham, subsequently perfected an appeal from the judgment rendered in my favor by said Supreme Court of Nova Scotia sitting *in barro* to the Supreme Court at Ottawa.

(5.) That I then sought the interposition of the late lamented Sir John Thompson to interpose his authority as Minister of Justice against any farther persecution of myself, and personally met him at the Railway Station in Halifax, and in the course of an interview, he, Sir John, being fully aware of the frauds which had been practiced on me in relation to the Bond itself, and in relation to the affidavit annexed to it by two of the officers of the Government—the Van Blarcom's Savings Bank Agent and A. W. Corbett who had become Post-master of Annapolis, he said to me the following words or words of the same import: "I intend, Mr. Chesley, that you shall be personally protected, but we wish to obtain the judgment of the Court on the question raised in relation to the seals in view of the numerous outstanding bonds to the Government of Public Officers."

(6.) That previous to the said appeal coming on for argument I was in Ottawa, and with Sir John in his office, and again pressed my desire that said appeal should not be pressed to argument, and urged the expense and loss of time if I was compelled to go up to Ottawa to argue the appeal. Sir John then again reiterated his pledge to me that I would be personally protected, and addressed to me the following exact words: "Mr. Chesley the argument of the appeal here won't affect you in the least, only, if you can't attend the argument yourself you will have to be at the expense of employing counsel. If the appeal is sustained you will have nothing to pay; and if the appeal is not sustained you will get all your costs"

(7.) That I was prevented from illness from going up to Ottawa, and was obliged to retain counsel. Unfortunately

not one of their Lordships who sat on the argument, as I verily believe, had the least knowledge of my personal character either professionally or personally, and by a reference to their Lordships published judgment touching the case I have the cruel mortification to learn that my uncontradicted testimony on the trial was totally discredited by their Lordships, and as a consequence the appeal was sustained, the judgments of both courts in my favor in my native province reversed, and a final judgment pronounced against me for \$2,000 00 and costs. Whereas, if my uncontradicted testimony at the trial had been regarded by their Lordships as absolutely verity, it now appears that the appeal would have been dismissed on both questions in relation to the absence of seals and the forged jurat to the alleged affidavit annexed to the alleged bond. I am, as to the unfavorable result of the argument in my absence, driven to the conclusion that the circumstances connected with the facts I had stated in my evidence at the trial, could not have been pressed or mentioned by my counsel at the argument, as I observe on reading over the published judgments of one or more of their Lordships. His Lordship Justice Strong says in his judgment:—"I proceed entirely on the weight of testimony * * * the mere denial and statements of the defendant, the party interested, and without the least circumstance confirming it * * *." And His Lordship Justice Gwynne says:—"Van Blarcom followed him (meaning myself) immediately to the train" (viz. after I had placed my signature to the blank form of a bond) "I can entertain no doubt that Van Blarcom had in the meantime filled in the blanks in the instrument and made it perfect." * * * His Lordship Justice Patterson says:—"The Statute required the bond to be proved * * * and also required every surety to make an affidavit of justification in the form given * * * a Deed executed

with blanks left for material facts which are afterward filled up by an agent whose authority has not been conferred by Deed is void * * * negligence alone although it may have afforded an opportunity for the perpetration of a forgery * * * is not of itself a ground of estoppel. It therefore seems clear beyond doubt that my counsel failed to revert to the following circumstances completely confirmatory of my testimony:—1st, The perfected instrument bears the proper signatures of Van Blarcom and Delap above my own. 2nd, Seals are placed opposite each signature. 3rd, The blanks are all filled out. 4th, The blanks are filled out perfectly. 5th, The jurat perfected by filling in the blank spaces. 6th, Corbitt's signature is placed at the foot of the jurat alleging the affidavit was sworn to before him by me January 25th, 1881. 7th, The date of both bond and jurat are identical. 8th, Delap the surety whose residence was at least half a mile distant had been found and put his signature with Van Blarcom's to the bond. 9th, And seals affixed opposite all the signatures. If my testimony at the trial to the effect that when I placed my bold signature to the papers both bond and affidavit, none of the blanks were written in and no signatures of either Van Blarcom or Delap were on the instrument, nor any seals on it, was not true, all the aforementioned acts and things above enumerated must have been done and performed, and also Corbitt visited by me and my affidavit sworn to within the brief space of a few minutes which elapsed from the placing of my signature to the blank bond and blank affidavit, and Van Blarcom and myself crossing from Van Blarcom's place to the train on which I was going to my home after acknowledging my signature before Hall, who was on the steps of the postal car. Or as it is correctly put by His Lordship Justice Gwynne "Van Blarcom followed him (meaning myself) immediately to the train," after I had

placed my bold signature to the blank bond and blank affidavit.

(8.) That only for the emphatic pledges of Sir John Thompson hereinbefore stated that "I would be personally protected," together with kindly feeling toward Corbitt's family, I would certainly have promoted criminal proceedings against him, and am morally certain that his escape would have been impossible

In addition to the foregoing declaration, I the said Thomas W. Chesley also declares as follows, the facts and circumstances connected with the placing of my signature to the blank forms of bond and affidavit, which happens to have resulted so disastrously to myself:—

(1.) H. H. Van Blarcom, the principal obligor in the bond in question, was on January 25th, 1881, the post-master and Savings Bank Agent at Annapolis, and had been such for several years previously.

(2.) That A. W. Corbitt was then an acting Justice of the Peace for the County of Annapolis, and succeeded to the office of post master after the absconding of Van Blarcom, shortly after I had signed the blank bond and blank affidavit.

(3) That Van Blarcom's offices were in the same building with the hotel in which I put up when in Annapolis and almost adjoining the railway street, only one building between.

(4) That during the evening previous to the said 25th day of January I was in Van Blarcom's office when he solicited me to be surety for him to the Government for \$500.00 and said the business had increased, and the Government required additional security. I objected. Next morning I was going home by the train, and had left the hotel, when Van Blarcom renewed his request I at length consented, and he produced a blank form of bond

and blank form of affidavit, and asked me to put my signature to each which I did hurriedly, and at once crossed the square or street to the train. Van Blarcom followed me, and we each met at the steps of the postal car, when Van Blarcom said that my signature ought to be witnessed, and called one Hall, a postal clerk, to the steps, Van Blarcom having the paper in his hand. I simply said, "that is my signature, Mr. Hall," and went immediately homeward by the train to Bridgetown.

(5.) That when I referred to my signature, and said to Mr. Hall "that is my signature," no seals were on the paper nor the signature of Van Blarcom or Delap as now.

(6.) That when I put my signature to the blank form of bond and the blank form of affidavit, I knew I would be safe from any fraud on me in filling out the blanks, as I would have inspection, when I was called or to swear to the affidavit annexed to the bond, and moreover Van Blarcom's character for honest and fair dealing was without a stain or suspicion so far as I am informed, up to the day he absconded. Unfortunately I was the subject of the same delusion as one at least of their Lordships who decided the case against me, viz. I supposed, as His Lordship puts the case, that no magistrate would dare to forge the jurat to an affidavit as it is a criminal offence. Therefore I have suffered by the delusion common to His Lordship and myself.

(7.) That I was never requested to swear to the affidavit I had signed, before any blanks were filled in, and I never did swear to any affidavit before Corbitt in connection with said bond, and I never did for a considerable time previously to said transactions, nor for a considerable time afterward have any friendly or business transactions with Mr. Corbitt, the relations between him and myself being decidedly unfriendly, the result of a bitter and acrimonious newspaper controversy.

(8.) That from the moment of the acknowledgement of my signature before Hall, I never saw or heard of the bond in question till after Van Blarcom had absconded (I think in April, 1881,) and Mr. Anderson of the Savings Bank department who had come to Annapolis, did at my request procure it from Ottawa, and exhibited it to me.

(9.) That Van Blarcom, when he presented the blank form of bond with a blank form of affidavit annexed, and simply asked me to put my name to them, he alleged for a reason, "that it would save time as I was usually in a hurry when I was in Annapolis, that he would fill it in correctly, and I would only be detained to swear to the affidavit.

(Sgd.) T. W. CHESLEY.

I, Thomas W. Chesley, do solemnly declare that all the facts and statements written and set forth in the foregoing writing, and to which my proper signature is affixed, are true and correct according to my best knowledge and belief, and I make the solemn declaration conscientiously believing the same to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act of 1893.

(Sgd) JOHN L. COX,

*A Commissioner of the Supreme Court
for the County of Annapolis.*

*Supplementary Declaration of facts submitted to the
Government touching Mr. Chesley's application for
relief.*

IN THE MATTER OF THE JUDGMENT OF THE
QUEEN vs. CHESLEY.

I, Thomas W. Chesley, of Bridgetown, in the County of Annapolis, the defendant in above cause, do make the following declaration of facts touching the evidence given at

the trial before Honorable Justice Weatherbe by the two principal witnesses, Samuel Hall and A. W. Corbitt. I declare that said Samuel Hall called to prove the signing of the alleged bond by defendant did refuse to swear there was any seal opposite defendant's signature when he witnessed the instrument.

I further declare that I was present at the trial of said cause, and took down at the trial minutes of the evidence given by A. W. Corbitt who was called to prove that defendant swore to the affidavit annexed to the bond before him—That I took down at the time the evidence of Corbitt—That I have preserved the minutes of Corbitt on his cross-examination and I now have before me my original minutes, and I declare that said Corbitt did on his cross-examination utter the following word, or words of the same import and effect:—"I have no recollection of any particulars—I sign many affidavits—Sometimes they acknowledge their signatures and I sign—I know Chesley's writing—I would sign if I knew the signature—I may have done wrong— Some I would swear and some I would not—If a professional man told me it was all right I would sign.

I declare that Samuel Hall swore to the following or words of like import:—"I must have been present and witnessed *signature*—I can't call to mind circumstances—Can't recollect when I witnessed Chesley's *name*.

I declare that I swore on the trial that I put no seal opposite my bare signature. I also swore that I was never before A. W. Corbitt to swear to the affidavit, as is stated in the jurat to it and signed A. W. Corbitt, J. P., below it.

(Sgd.) T. W. CHESLEY, v

Declared to according to the provisions of the Canada evidence act of 1893.

PROVINCE OF NOVA SCOTIA, }
 HALIFAX, S.S.

I, Stuart Tremain, of Halifax, in the County of Halifax, tobacco manufacturer, do solemnly declare that I had the honour of a personal acquaintance with the late Honorable Sir John S. D. Thompson from his early youth and onward up to his lamented decease;

That I have for many years past enjoyed a personal acquaintance with Thomas W. Chesley, Esq., of Bridgetown, in the County of Annapolis, Barrister-at-law;

That I was informed that the Government of the Dominion of Canada had obtained a judgment for a considerable amount against the said Mr. Chesley and I also became aware of the unfortunate circumstances which finally resulted in the said judgment;

That after I understood that a judgment had been obtained by the said Government, I met the Honorable Sir John S. D. Thompson in the City of Halifax, and during a conversation with him I mentioned to him the fact of this judgment, and expressed my sympathy with Mr. Chesley's unfortunate position, whereupon the Honorable Sir John Thompson assured me that the said judgment would never be exacted from Mr. Chesley; and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act, 1893.

STUART TREMAIN.

Declared before me at Halifax, }
 in the County of Halifax, this 29th }
 day of October, A. D. 1895.

W. H. HUGGINS,
Notary Public.

the bond, knowing that both papers were legally void, until he affixed his seal to the bond.

the bond, knowing that both papers were legally void, until he affixed his seal to the bond or were filled in.

3. That within the space of a few minutes thereafter, and the blanks not written in and no seals affixed nor Van Blarcom's or Delap's signatures on the paper, I simply acknowledged my signature as a witness saying: "Mr. Hall that is my signature," and at once

never be called upon to pay, and the petitioners' real estate.

27

To the Honorable the Speaker and Honorable Members of the
House of Commons of Canada :

The Petition of Thomas W. Chesley, of Granville, in the County of
Annapolis, Nova Scotia, Barrister-at-Law, respectfully sheweth
to your Honorable House as follows :

1. That a judgment of two thousand dollars, and costs to the amount of six hundred dollars, in favor of the Government was several years ago entered against your Honors' petitioner, on a fraudulent Bond to the Government, the penalty of which the late lamented Sir John Thompson, knowing the facts, did on two several occasions, as Minister of Justice, declare to your petitioner that he would never be called upon to pay, but which said judgment is up to this time a ruinous encumbrance on petitioner's real estate.
2. That up to the lamented decease of Sir John his pledge was inviolably kept, and petitioner was never asked to pay a dollar.
3. That since the decease of Sir John, petitioner made a formal application to His Excellency-in-Council to be formally released from liability, and his real estate released from the encumbrance of said judgment.
4. That petitioner's application has been refused, on the sole ground of the report of the present Honorable Minister of Justice, "that no Parliamentary authority exists to authorise the granting of petitioner's application," wherefore petitioner is driven to the course of petitioning your Honorable House, in the interest of common justice toward petitioner, for relief by such action of your Parliament as may seem mete to effect the relief for which petitioner prays.
5. The singular train of facts and circumstances which have resulted in the threatened financial ruin of your Honors' petitioner at the advanced of eighty-one years and his wife at the age of seventy-seven years, and a recently issued execution by a Government solicitor for the sum of three thousand and five hundred dollars or thereabouts, in the hands of the sheriff, pending the action of your Honorable House, are briefly as follows, and to which petitioner craves the kind consideration of your Honors' Parliament :—

1. That on or about the 21st day of January, 1881, your petitioner was solicited by H. D. Van Blarcom, then Savings Bank Officer at Annapolis, and also Post-master, to consent to be a surety on his bond to the Government to the extent of five hundred dollars only, which petitioner consented to do, on the mistaken and erroneous belief that Van Blarcom's Savings Bank accounts and the records of his office had been regularly inspected as the law required, and the administration of his office correct, and no defalcations existing; *and which aforesaid account of \$5000 I offered the*
2. That Van Blarcom thereupon produced a blank form of bond with a blank form of affidavit annexed to it, and solicited petitioner to simply place his signature to each, which he did, but affixed no seal to the bond, knowing that both papers were legally void, until he affixed his seal to the bond or authorised it to be done, and sworn to the truth of the affidavit of justification after the blanks were filled in.
3. That within the space of a few minutes thereafter, and the blanks not written in and no seals affixed nor Van Blarcom's or Delap's signatures on the paper, I simply acknowledged my signature before Samuel Hall a post clerk as a witness, saying: "Mr. Hall that is my signature," and at once took passage on the train for my home 18 miles away.
4. That your Honors' petition never saw either of the said papers afterwards, until about three months thereafter, Van Blarcom having absconded a defaulter for about thirteen thousand dollars as Mr. Anderson of the head office informed me when the bond in a completed state was shown me with the signatures of Laurence Delap and Van Blarcom to it, and a seal opposite each signature including my own, with the affidavit I had signed in blank properly filled out, including the jurat, and the signature of A. W. Corbitt a magistrate affixed to the jurat, falsely certifying petitioner had sworn to it before him, which deceptive act of Corbitt enabled Van Blarcom to prevent petitioner detecting his fraud in filling out the blank form of bond with a penalty of \$2,000.00.
5. That on being called upon to pay the fraudulent penalty, petitioner denied liability, was sued for it, defended the action, recovered judgment on the trial, and likewise on the argument of the appeal taken out by the Government solicitor to the Supreme Court of this Province sitting *in banco*, when he again recovered judgment.

Solicitor of the Government to pay and of the delation, by at my hand of the same refused
 and I have been compelled to wear the coat, by the return of the return of appeal, the
 besides that my wife must have to pay to the balance of my and amounting at that
 must have to about \$3500.00.

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6. That an appeal was then taken out by the Government solicitor to the Supreme Court at Ottawa, and being prevented by sickness from attending the argument of the appeal personally, and being personally unknown by any of their Lordships, the Judge's petitioner suffered the ruinous injustice of his personal testimony being discredited and of having a judgment entered against him for the full amount of the fraudulent penalty of \$2,000.00 and about \$600.00 for costs, and on the sole ground of petitioner's testimony being disbelieved, and which testimony was uncontradicted either by Hall or Corbitt, the plaintiff's witnesses; Hall being called to prove the signing and *sealing* of the bond, and Corbitt to prove that petitioner swore to the affidavit of justification before him.
7. That your Honors will, I doubt not, clearly apprehend the injustice of which petitioner complains from the foregoing narrative of facts:—Beginning with a vile fraud of a Government officer, aided in his fraud by a weak-minded and thoughtless magistrate who falsely endorsed the affidavit of justification annexed to the alleged bond as sworn to before him, and thereby preventing petitioner's inspection of the paper as it came from Van Blareom's hand, and the litigation which terminated in the reversal of two successive judgments in his favor in the Courts of his own Province and a judgment rendered against him at Ottawa for the fraudulent penalty of two thousand dollars, and upward of six hundred dollars costs, besides his expenditure of about seven hundred dollars on his defence against a monstrous fraud by an officer of the Government, and culminating in petitioner's liability upon a financially ruinous judgment against him presenting the unique characteristic of being unsustained by either Law or Fact.

Your Honors' petitioner therefore prays, that Parliament will accord to his case, in view of the facts embodied in his petition, its most favourable consideration, and to indicate such course as will relieve him from an unjust liability and financial ruin at the near close of his long life.

And as in duty bound will ever pray, &c.,

THOMAS WILLARD CHESLEY.

Granville, Co. Annapolis, }
Nova Scotia, December, 1895. }

