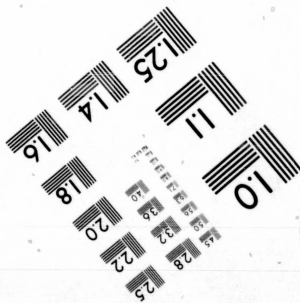
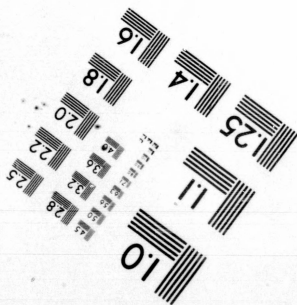
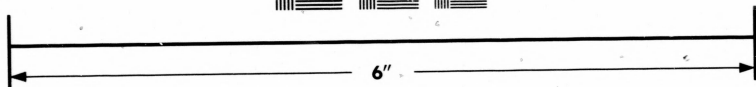
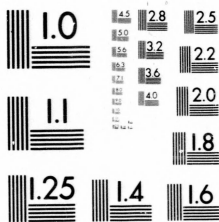


**IMAGE EVALUATION
TEST TARGET (MT-3)**



**Photographic
Sciences
Corporation**

23 WEST MAIN STREET
WEBSTER, N.Y. 14580
(716) 872-4503

Canada

**CIHM/ICMH
Microfiche
Series.**

**CIHM/ICMH
Collection de
microfiches.**



Canadian Institute for Historical Microproductions

Institut canadien de microreproductions historiques

1979

Technical Notes / Notes techniques

The Institute has attempted to obtain the best original copy available for filming. Physical features of this copy which may alter any of the images in the reproduction are checked below.

L'Institut a microfilmé le meilleur exemplaire qu'il lui a été possible de se procurer. Certains défauts susceptibles de nuire à la qualité de la reproduction sont notés ci-dessous.

Coloured covers/
Couvertures de couleur

Coloured pages/
Pages de couleur

Coloured maps/
Cartes géographiques en couleur

Coloured plates/
Planches en couleur

Pages discoloured, stained or foxed/
Pages décolorées, tachetées ou piquées

Show through/
Transparence

Tight binding (may cause shadows or distortion along interior margin)/
Reliure serré (peut causer de l'ombre ou de la distortion le long de la marge intérieure)

Pages damaged/
Pages endommagées

Additional comments/
Commentaires supplémentaires

Front cover restored and laminated

Bibliographic Notes / Notes bibliographiques

Only edition available/
Seule édition disponible

Pagination incorrect/
Erreurs de pagination

Bound with other material/
Relié avec d'autres documents

Pages missing/
Des pages manquent

Cover title missing/
Le titre de couverture manque

Maps missing/
Des cartes géographiques manquent

Plates missing/
Des planches manquent

Additional comments/
Commentaires supplémentaires

The im
possibl
of the
filming

The las
contain
or the s
applies

The ori
film:ed
institut

Maps o
in one
upper l
bottom
followi

plaire
Certains
té de la

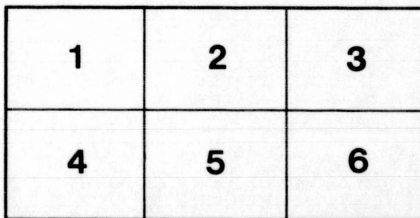
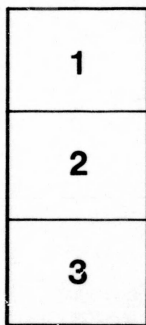
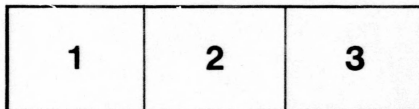
The images appearing here are the best quality possible considering the condition and legibility of the original copy and in keeping with the filming contract specifications.

The last recorded frame on each microfiche shall contain the symbol → (meaning "CONTINUED"), or the symbol ▼ (meaning "END"), whichever applies.

The original copy was borrowed from, and filmed with, the kind consent of the following institution:

National Library of Canada

Maps or plates too large to be entirely included in one exposure are filmed beginning in the upper left hand corner, left to right and top to bottom, as many frames as required. The following diagrams illustrate the method:



Les images suivantes ont été reproduites avec le plus grand soin, compte tenu de la condition et de la netteté de l'exemplaire filmé, et en conformité avec les conditions du contrat de filmage.

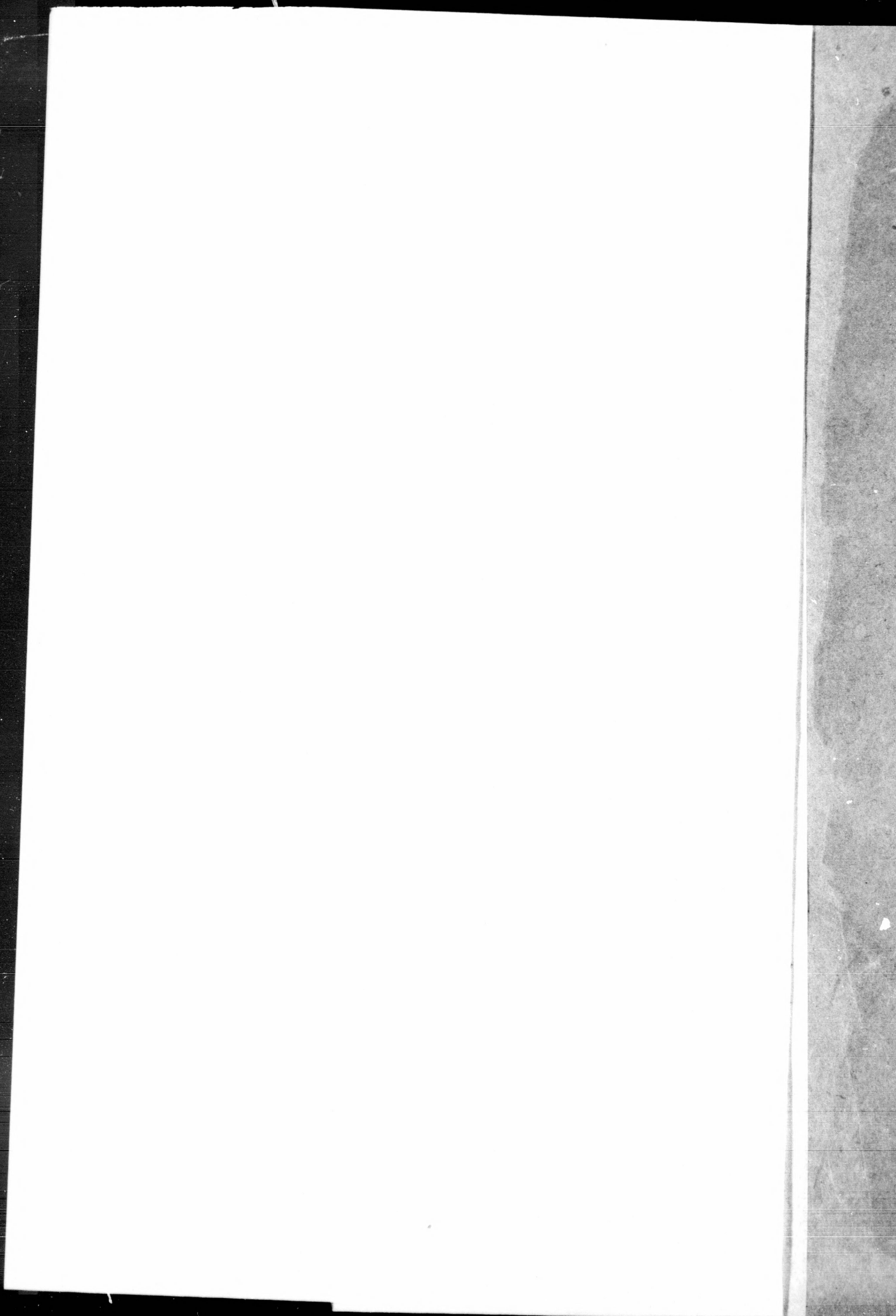
Un des symboles suivants apparaîtra sur la dernière image de chaque microfiche, selon le cas: le symbole → signifie "A SUIVRE", le symbole ▼ signifie "FIN".

L'exemplaire filmé fut reproduit grâce à la générosité de l'établissement prêteur suivant :

Bibliothèque nationale du Canada

Les cartes ou les planches trop grandes pour être reproduites en un seul cliché sont filmées à partir de l'angle supérieure gauche, de gauche à droite et de haut en bas, en prenant le nombre d'images nécessaire. Le diagramme suivant illustre la méthode :

juent



1907 T

3472

R. BRADFORD,
VERSUS
MESSRS. TAYLOR & OATES.
FRAUDULENT TRANSACTIONS EXPOSED.
AN APPEAL TO GET JUSTICE.

1356

TO ALL LOVERS OF JUSTICE.

I appeal, because my cause is just. Read the following facts, and you will find they not only are of moment to myself but to every person who may by hard and persevering industry endeavor to gain property. If this property so gained can be taken from you unjustly by law then you are not safe, as law is intended for the administration of justice. Such laws as fail in this respect should be remedied. I have been in business in Toronto for about thirty years, and during that time by energy and strict attention I had gained money, how much will appear in the following statements, and how much was unjustly taken from me by false witnesses, of the fruits of the best working years of my life. In order to give you a true idea of the case as it was and now stands, read carefully the following :

LETTER TO MY LAWYERS.

GENTLEMEN,—The following is a statement giving the points in a case in which I wish you to take action :

1st. Taylor & Oates sued Mrs. Bradford for an account and got judgment against her for (\$10,101.00) ten thousand, one hundred and one dollars. They swore that R. Bradford had no account with them, and that the collaterals R. B. gave them were to secure Mrs. Bradford's account with Taylor & Oates. Taylor & Oates gave the collaterals to the bank as follows : 1st. Deed of a lot 52 feet on Wellesley Street from Mrs. Bradford to Taylor & Oates for (\$1,800.00) eighteen hundred dollars to secure them, in case of loss ; this was the price agreed upon, as shown by deed. Taylor & Oates sued the account, and the bank sold the lot for (\$1,600) sixteen hundred dollars on account of Taylor & Oates' liability to the bank. Question,—who in justice should be the looser of this (\$200) two hundred dollars? Should not Mrs. Bradford get credit from Taylor & Oates for this \$1,800 in full and interest on the same from the date of deed, as Taylor & Oates used this property in the bank for their own accommodation ?

2nd. The mortgage made by R. Bradford for \$4,250 to Taylor & Oates, they swore in Court was collateral for Mrs. Bradford's account ; this mortgage covered the two properties then owned by R. Bradford. After the mortgage was made R. Bradford made a deed of one lot, viz.: 5 stores near Sherbourne Street on King, to Mrs. R. Bradford for signing her dowry. This mortgage was given by Taylor & Oates to the bank to cover their liabilities to the bank, unknown to R. Bradford. The bank sold the above mentioned property under power of the mortgage for (\$17,000) seventeen thousand dollars (subject to previous mortgage of \$16,000) to one Oates and took a mortgage to secure the same. Thus it appears that the bank would have a surplus of (\$12,750) twelve thousand seven hundred and fifty dollars over and above the amount of mortgage given by R. Bradford. The bank has also collected in rents about (\$4,726.36) four thousand, seven hundred and twenty

six dollars and thirty six cents, over and above interest, insurance and taxes.

3rd. Now if the bank received or realized enough out of Mrs. Bradford's property to pay them \$4,250 which is all they could claim on their mortgage, R. Bradford's liabilities should end and the bank should not have sold his property or they should return the proceeds over and above \$4,250, amount of mortgage.

4th. It now appears that Boswell & Defoe have bought the property, viz.: 2 lots (10) ten stores on King Street and three houses on Frederick Street for (\$30,000) thirty thousand dollars. What did they pay for each? Did they pay enough for Mrs. Bradford's property on King Street to pay the bank its \$4,250? What should the bank do with the surplus over and above the \$4,250, under which mortgage the property was sold? The Registry Office will have records of what each lot was mortgaged for, or what each lot brought when sold to Boswell & Defoe.

5th. Should the first mortgage of \$17,000 taken by the bank be taken as a basis by which to settle, or the last sale of \$30,000, for there was a mortgage to Trust & Loan Co. of \$16,000 before the one of \$4,250 given to the bank?

6th. Was the property sacrificed? Defoe says there is \$600.00 over and above interest on \$30,000.00 at the low rents they now bring.

7th. It is clear that if Taylor & Oates choose to swear R. Bradford out of Court, and Mrs. Bradford in, and get judgment against her, that he should not be held liable when her own property was sufficient to pay the debt, secured by mortgage given by R. B. for Mrs. Bradford, and his property should not have been sold.

8th. So this is the way the case stands, and if the bank again sold the property at a loss, or for \$3,000 less than they sold it under the mortgage given by R. Bradford should he suffer the loss? Or in other words if a man once owns a property should he be held responsible for the rise or fall in value of said property for all time or the folly or liberality of a bank to its friends? Or another view, supposing the judgment to be correct it would appear as follows:

<i>Mrs. Bradford's Account.</i>	IMPERIAL BANK.	Cr.
By securities not credited on judgment.....		\$ 1,800 00
" second securities not credited on judgment.....		4,250 00
" Surplus rents.....		4,726 00
		10,776 36
To judgment Taylor & Oates.....		10,101 00
		675 36
By Balance.....		650 00
		1,325 36

This would be the judgment balance coming to Mrs. Bradford, 1,325 36
 Of the above \$10,776.36 then the bank, ^{each are} they have given no credit on the judgment of \$10,101 which is still bearing interest.

So that we are paying interest on \$10,101 when we should really have interest on \$1,325.36.

According to the above account it appears that the property should not have been sold as the judgment was fully paid.

ACCOUNT OF RENTS. 29 MONTHS.

No.	Rent per mo.			
205 King Street East.	\$12 00	\$ 348 00	By Loan,	\$ 16,000 00
207 " "	12 00	348 00	" Judgment	10,101 00
209 " "	22 00	638 00	" Interest,	3,784 64
211 " "	25 00	725 00	" Taxes,	696 00
213 " "	30 00	870 00	" Insurance	348 00
231 " "	35 00	1015 00		
233 " "	23 00	667 00		
235 " "	20 00	580 00		
237 " "	25 00	725 00		
239 " "	25 00	725 00		
44 Frederick Street.	12 00	348 00		
46 " "	14 00	406 00		
48 " "	14 00	406 00		
To sales of lot Wellesley St.		1600 00		
Interest 18 months,		144 00		
Balance,		21384 64		
		30,929 64		\$ 30,929 64
			By balance	\$ 21,384 64

That any man may see that the Bank cannot plead ignorance, we give you a copy of letter as sent them.

Copy of letter to Directors of Imperial Bank:—

GENTLEMEN.—In reference to the mortgage made by me to Taylor & Oates, in September, 1880, I was recommended by H. S. Howland to make arrangements with Taylor & Oates to pay for, and sell grain for me at 1 cent per bushel. As collateral, I gave them a deed of 52 feet of land on Wellesley Street, price \$1,800. My profits that Fall up to New Year's were about \$15,000. On New Year's Day, Mr. Taylor of Taylor & Oates, came to my house and wrote a cheque in favor of my wife for \$9,200 which she sent to H. S. Howland, President of Imperial Bank, to take up North of Scotland mortgage. H. S. Howland did not do so, as the Company would not accept the money, so the money was left with Taylor & Oates till the Company would be ready to take it, and at that time I thought it safe for that purpose. Then I gave Taylor & Oates orders to pay W. D. Matthews & Co. \$4,250 out of balance on hand. This left in the hands of Taylor & Oates, as collateral, a balance of \$1,500, besides the lot above mentioned on Wellesley Street. Seeing the success I had made in the Fall of 1880, they proposed that J. H. McClellan and myself should go into partnership with them the next Fall of 1881. Taylor & Oates to put up \$10,000, J. H. McClellan a note for \$5,000, and R. Bradford, \$5,000, and they were to draw out terms of agreement; J. H. McClellan and myself were to work the business outside. I then, to furnish my share of capital, made a mortgage of \$4,250, and went to work with a will until the business was worked up to one million bushels, at which time they told one of the most crushing, willful and wicked lies, and afterwards put this lie on record in Court that R. Bradford had nothing whatever to do with the business, and they did not, nor never had, an account with him, but that my wife had an account. This, some of your Directors know to be false, but they, Taylor & Oates, took this plan to capture my money.

They had four law firms and the Imperial Bank to back them in this villainy, and so far they have succeeded. Then their next

step was to give the collaterals that I had placed with them to the Bank. The Bank then entered my property and collected the rents. They ordered Mr. Bain, the Bank Solicitor, to sell the property under the mortgage, *and he did so*, although I asked some of your Directors not to interfere but hold the mortgage for me, but they seemed determined to assist Taylor & Oates to ruin me, and they have done so, as I have neither a house for my family to live in, a chair to sit on, nor a bed to lay on, neither money nor food, but as I get from others, as some of your Directors know, and worse than all, I have been for over five months laid up with a broken thigh; for ten weeks in bed, and the balance of time hobbling around as best I could on crutches, (and now after two years and three months I am still a cripple), and am unable to do anything, but like Job, exercise patience, 'consider *then these things*.'

Most of your Directors have known me for thirty years. What has been my character? Was I known to you, or any of you, as a *cheat*? as a liar? a defrauder of banks, or private citizens? or that I ever dealt unjustly? Then, why do you assist and make it easy for Taylor & Oates to defraud me? Is it because they are sharpers and have succeeded in pulling the wool over your eyes? Deception is right in their line, for did they not take from Chisholm & Sproule 23,000 bushels of barley and sell the same at 6 cents per bushel more than they returned them? or, did they not take John Steele's barley, (of Bolton), on commission, and sell early in the Fall for 98 cents per bushel unknown to him, and persuaded him to hold the *barley already sold* for a rise, and five months after, they returned him 86 cents per bushel and charged him *Interest, Commission, Insurance and Storage*? Again, did they not buy J. W. Cannon's barley in Oswego, for \$1.28 and return him account of sales at 65 cents? Then, after the death of J. W. Cannon, sued his estate for \$10,500, when I know that when Cannon was living Taylor would have given him \$2,000 to settle the account. The Court gave Cannon's brother an order to go to Oswego, and find out at what price the barley was sold, and who bought it. Taylor went to Oswego, and prevented Irwin & Sloan from giving any information. Our Court having no jurisdiction in the United States they were, of course, baffled by Taylor. Taylor refused in every case to produce account of sales, purchases and receipts for money paid out or who bought the goods. Judge Rose gave judgment against Cannon for \$10,500, when previous to this, Judge Galt threw it out of Court as a fraud, but as Cannon is dead, he has not yet returned to pay it.

Again. Two farmers, named Campbell and Mulholland, in Vaughan, gave Taylor \$1,000 margin to buy 10,000 bushels of wheat. The wheat they never bought, but all the same charged interest, insurance, commission, storage, making a loss of about 7 cents per bushel.

Another farmer had a car of wheat in their hands which sold for \$1.11; they returned him 1.05.

They charged against me \$2,900 insurance, when they paid less than \$300.

They charged me \$1,700 for stationery and rent of their office,

besides commission. Was it ever known for commission men to make such a charge?

They never wrote 100 letters for me. They charged me with 6,000 bushels more grain paid for than was sold (I found out this when I checked the account of the number of bushels bought and sold.)

But I have given you fraudulent transactions enough to prove to you that Taylor & Oates are entirely unworthy of confidence, and belong to that class called beats, and beats of society. They made their account of sales to myself which was right to do for the first twelve months, beginning September, 1880. But they swore in Court that they made a mistake in so doing, that it was Mrs. Bradford's account. They brought her in debt, sued her for \$10,000 and swore it through in order to cover the \$9,200 which they held in trust to pay the North of Scotland mortgage which I had previously given her.

Do not the Bank Directors say by their action in this matter that they will support and sustain these men? What will the honest and right-minded public say to all this?

Now, Gentlemen, according to the facts, the deed of the lot and the mortgage you obtained through Taylor & Oates according to a case decided in High Court a month ago, viz.—*Cox v. Mara*, the Court decided that Cox could not use the collaterals for anything else but what they were given for. I hope you will see these things in their true light, and settle on a fair, square, honest basis with me.

I send a copy of this letter to each of your Directors, hoping in the interests of justice you will see me get fair play in the matter. Patiently awaiting your reply, and trusting you will bring the matter before the Board,

I am, yours respectfully,

R. BRADFORD.

NEW FACTS.

TORONTO, Nov. 27th, 1884.

You will better understand the above letter to the Imperial Bank Directors, when I tell you that Mr. John Wilson, a thorough accountant, now resident in Chicago, came to Toronto and examined the evidence and the different accounts rendered by Taylor & Oates, as put into Court, and reports as follows:

The accounts were cooked, for none of them agree only in amount total. That they obtained judgment by conspiracy, forgery and perjury. That the Court did not have the proper vouchers at the audit, and through these means robbed R. Bradford of all he possessed.

He (Wilson) told Taylor & Oates in their office, in the presence of N. Weatherston—"you have conspired, you have forged, you have sworn falsely, you have robbed R. Bradford out of all his property, and I will prove it by your own evidence and accounts in Court. Taylor threatened to arrest Wilson, and Wilson dared him to do so, and in order to give them plenty of opportunity of having him

arrested, repeated the same charges in the Imperial Bank, in the presence of Mr. Wilkie, Mr. Jennings and Mr. Walsh, saying at the same time, "I dare you to arrest me, you thieves, I will put you in penitentiary." Mr. Wilson stopped in the city for one month, and repeated his accusations to such men as P. Hughes, H. S. Howland, Gunn & McLaughlin, W. Galbraith, A. V. DeLaporte, John Sproule, W. Christie, James McGee, L. Coffee & Co., N. Weatherston, Samuel Parker, A. M. Smith and others, but Taylor & Oates failed to have him arrested. After this Wilson stated the case to four good law firms and they said these being the facts it would put Taylor & Oates in the penitentiary.

Copy of letter from J. C. Hamilton to John Wilson.

Dec. 30th, 1884.

DEAR SIR.—I called at Mr. Tilt's office at time appointed, but did not find you. Mr. Tilt says Taylor & Oates are willing to allow the property on King St. to be redeemed on payment of sums due. They also state that the rents are not enough to keep down the interest on the first mortgage. The irregularity in the sale at Coate's, to use a mild term, was explained in my letter to Mr. Tilt some months ago.

If the property had been sold, Mr. Bradford should have had the surplus. Now, it may be too late to attack the sale, but still if proper accounts were got, and details of the costs, and these taxed, and accounts taken carefully, including receipts for rent, you might bring the figure to a sum that would leave a margin provided you can find a purchaser. The property seems, in the Registry Office, to stand in the name of Frederick Oates, subject to mortgage to Imperial Bank, made by him, and this Frederick Oates is in like position as Taylor & Oates.

I don't know that I could do any more to help you in your worthy object. You will find Messrs. Tilt & Miller quite able to do all needed, and had better work with them. Bradford should let them have the papers he has, for reference.

Yours, J. HAMILTON.

The following will show the sum total I have lost by these sharpers.

	DR.	
Profits of business, 1880,		\$15,000 00
52 feet land, Wellesley St.,		1,800 00
144 feet land, King St., South side, 10 stores,		43,200 00
66 feet land, Frederick St., 3 dwellings,		4,500 00
In cash paid by Dicky for me,		700 00
The cost of 8 hours' trial in High Court,		650 00
Paid McCarthy to take out injunction to stop Imperial Bank from selling the property,		200 00
By wrong judgment given to Taylor & Oates		10,101 00
By surplus of rents for 29 months over and above taxes, insurance, etc.,		4,726 36
Interest on balance due from Dec. 1st, 1883 to March 1886,		2,314 30
	Total	83,191 66
	CR.	
Mortgage,		\$16,000 00
Paid W. D. M.		4,250 00
		<u>20,250 00</u>
	Balance	62,941 66

NOTE.—Taylor, of Taylor & Oates, told John Sproule in 1881 "that I had \$15,000 to my credit, as a result of work in fall of 1880." In the trial of Sproule & Chisholm vs. Taylor & Oates ordered by the Corn Exchange, Taylor & Oates swore that R. Bradford had an account with them and that they bought the barley for him. The arbitrators were Beard, Galbraith and Chapman. The evidence given before the Master by J. H. McLellan, who sold the barley in the States and with the costs, as shown by Taylor & Oates' statement, proves there was no loss in the transactions of 1880.

NEW FACTS IN THE CASE.

In order to again get a hearing it is necessary to have evidence not previously introduced in Court.

1st. Three important witnesses did not give evidence in my case viz.: J. H. McLellan, John Sproule, J. C. Hamilton, (of the firm of Beaty, Hamilton & Cassels.)

2nd. Mrs. Bradford never got credit in Court for \$4,250.00 of a mortgage, and \$1,800.00, price of lots deeded to Taylor & Oates, and also surplus rents collected \$4,726.36 and proceeds of sale of property surplus \$12,750.00.

3rd. The bank sold the property for the mortgage they held. They sold the property to one Fred. Oates, brother of Taylor & Oates. The bank then took a new mortgage from him \$17,000.00 or more than the bank's claim on the mortgage, \$12,750.00.

4th. Since the bank entered the property they or some one has had about \$4,726.36 more than would pay interest on all the debt against it, including interest on judgment suppose it to be correct.

5th. Mr. Hamilton writes that the property was not legally sold, (see letter from Hamilton).

6th. Mr. Bain, the Bank's solicitor, together with Oates, drove to Mr. Hamilton's house after night and dictated the letter and addressed the same in care of Taylor & Oates, for R. Bradford. Taylor & Oates received it next day and kept it. I knew nothing about it until John Wilson found it among the papers in the Court. He says it was one of the strongest things they had to deceive the Court, and a conspiracy to defraud.

Mr. Hamilton told Wilson how he came to write the letter as above stated.

7th. The man Lauder who was appointed to audit the account was under the control of Taylor & Oates. They treated him and he was under the influence of liquor, and then and afterwards said that he R. H. Lauder could have put \$2,000.00 to our credit if R. Bradford had paid him ; R. Bradford had not the money at the time and he quit the job to the benefit of Taylor & Oates.

8th. If our account had been properly audited as Government, City Bank, or any company's accounts are done with proper vouchers, we would have \$8,000.00 to our credit instead of having a judgment against us of \$10,101.00.

9th. J. H. McClellan, our principal witness, was kept away by Taylor & Oates until the trial was over, but his statement before the master is important in a new audit.

, in the
g at the
t you in
nth, and
S. How-
ce, John
herston,
es failed
e to four
ould put

1884.
nted, but
to allow
ms due.
own the
e sale at
Mr. Tilt

have had
ut still if
se taxed,
ou might
ided you
ry Office,
rtgage to
is in like

u in your
e able to
rd should

LTON.

by these

\$15,000 00
1,800 00
43,200 00
4,500 00
700 00
650 00
200 00
10,101 00
4,726 36
2,314 30
83,191 66
20,250 00
62,941 66

These new facts, together with the foregoing schemes, frauds, plots, and inductions which are so glaring and plain that he who runs may read, will open up for me a re-hearing of the case in which I may hope for justice. But what with my defence of an unjust persecution, and my physical inability on account of my broken leg, I am poor indeed. But I trust I do not live in a country where men may with impunity rob a cripple because he is defenceless, and has not the means to chase and capture the thieves.

If such things as these can go unchallenged, are you safe my readers? May not some rogue in whom you put trust be the viper that will sting you, and with false oaths wrest from you all an industrious family have for a life-time been saving that they may not want when the evening of life comes on?

Now, fellow citizens throughout the land, I appeal to you. I have put my case squarely before you, and you will see I have been ground down from plenty to poverty. Will you let these despoilers go unwhipped of justice, or will you lend me a helping hand to wrest my property from the hands of these sharpers, who at present live without fear of prosecution because they well know that I am too poor to prosecute them. It would, probably, take \$1,000 to carry the case through; help me to this money, and I will, as sure as there is justice to be had in the Courts of Canada, return to every man, who now assists me, his loan with interest. I appeal to you in no begging spirit, but I ask every man or woman who has a sympathy for the oppressed and wronged to help me in this that I may not go down in poverty to the grave, and let robbers enjoy the results of my best years of honest endeavour.

Respectfully submitted,

R. BRADFORD,

459 Parliament St., Toronto.

P.S.—Taylor & Oates swore in the case of Sproule & Chisholm before the arbitrators of the Corn Exchange, that R. Bradford had an account with them and that they bought Sproule & Chisholm's barley for him. Before the High Court of Justice they swore that they had no account with R. Bradford.

nemes, frauds,
plain that he
ing of the case
defence of an
ccount of my
not live in a
because he is
re the thieves.
you safe my
st be the viper
m you all an
at they may

deal to you. I
ll see I have
you let these
me a helping
sharper, who
they well know
probably, take
money, and I
ts of Canada,
h interest. I
man or woman
to help me in
e, and let rob-
eavour.

at St., Toronto.
& Chisholm
Bradford had
& Chisholm's
ey swore that

