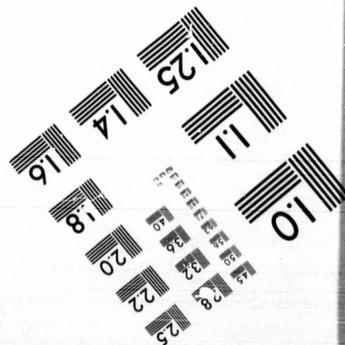
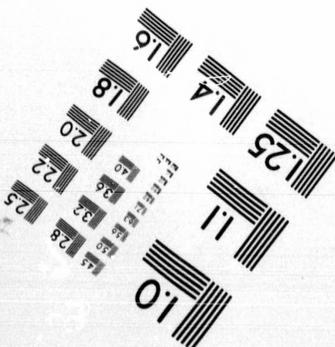
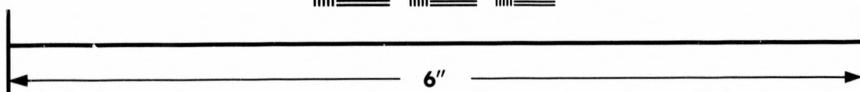
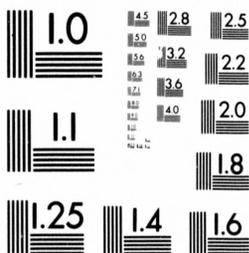


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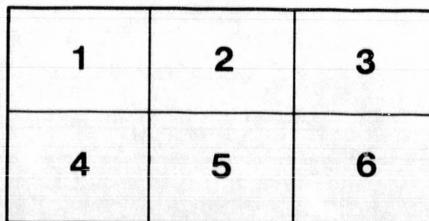
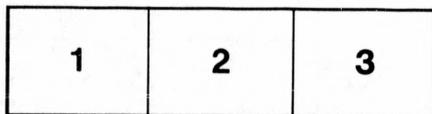
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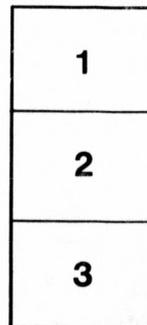
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IN THE SUPERIOR COURT.

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-

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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, 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 a 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 ?

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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 filed in this case 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?

Answer.—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 filed?

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.

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

Answer.—Yes.

