

# THE POLITICAL WEATHERCOCK AND THE MARKHAM COUNCIL. TO THE ELECTORS OF KING'S DIVISION!

GENTLEMEN.—Mr. Reesor now appears before you as a candidate for the high honor of representing you. He appears before you under false pretences, and enunciates principles contrary to those he has always advocated in his own organ, the *Markham Economist*. In his address he advocates *Dissolution of the Union with some Joint Authority*, the *continuance of Separate Schools*, and the *abolition of the Queen's Printership*. In his paper of June 24, 1858, he says that *no constitutional changes are needed*. Five weeks later, viz. July 29, he advocates *Dissolution, pure and simple*. In August 12th, 1858, he is in favor of the *entire abolition of Separate Schools*. In the same issue, he says that *Representation by Population is the cure for all the evils complained of*, and adds, that the *Brown-Dorion Administration would have obtained it*. Mr. Reesor has now entirely abandoned it, as it is not mentioned in his address. The *Economist* of September 15, 1859, is against the *Federal Union of Upper and Lower Canada*. In July, 1859, he again agitates for *Dissolution, pure and simple*, and threatens *revolution* if it is not obtained—as also in September 29. In November 24, 1859, he goes in for a *Written Constitution*; and in December 8, 1859, he urges in favor of a *Double Majority System*—even as late as last January 3rd, 1860, he still goes in for *Dissolution, pure and simple*, and calls the celebrated *Toronto Convention hard names* because it did not decide in favor of that scheme.—Electors, are you prepared to give your votes to a man who has a *new remedy*, and *new sets of opinions every six months*? Ask Mr. Reesor what he means by *changing so often*, for the chances are that he may yet change to be a *thick and thin supporter of the Government*; for as a politician he is without principle, and entirely ignorant of the wants of the Province, and is even now charged by *two brother Councilmen of speculation and fraud*; and has to stand on his defence, as an action has been entered against him in the *Court of Queen's Bench*.

## THE REESOR JOB.

From the Leader of August 26

TALLYRAND has said that "speech is given to man rather to conceal his thoughts than to express them." We would add, there is a species of advocacy which does more harm than good. A bungling lawyer may do infinite damage to his client's cause. When a case is bad, it is far better to say nothing about it, than attempt a defence which has no basis to rest upon. If Mr. Reesor had appreciated these plain truths he would not have allowed the defence of his grossly improper transaction with the Markham Council, which appeared in the opposition organ in this city yesterday, to have found its way into the columns of that paper. So that we may not be accused of garbling, or in any way mutilating the nature of that defence, we copy it in its entirety, *verbatim et literatim*—

"The following appear to be the facts of the case:—Mr. Reesor is the proprietor of the *Economist*, a paper published in the village of Markham. It is the only paper published in the township of Markham, or indeed in the East Riding of York. The Township Council, of which Mr. Reesor is Reeve, and the Clerk of that Corporation, have been in the habit of ordering printing to be done for the Council at the *Economist* office, sometimes with and sometimes without the knowledge of Mr. Reesor. This was done not for the advantage of the Reeve of Markham, but because it was for the interest of the township, and suited the convenience of the Clerk and of the Council; and it always received the sanction of that Municipal body. During the time of these transactions, though they were fully known to the ratepayers and to every member of the Council, not a murmur of dissatisfaction was heard either with the mode of doing the business, or with the prices charged at the *Economist* office.—When the *Economist* accounts were before the Council, Mr. Reesor declined to take any action on them personally; but left them entirely in the hands of the other members of the Council. He said if they saw fit to pay them, well and good; but that they should never be paid if his own vote was necessary to secure that result. On the 30th December last, the accounts for 1858 and 1859 were, by the unanimous action of the other four members of the Council ordered to be paid, and this, too, on motion of Mr. Marsh, who is the ostensible author of the present hubbub about the matter. It should be added that, during these years, all the other members of the Council were politically opposed to Mr. Reesor. Every fact that is known to them now, was known to them then, and what some of them pretend now to regard as heinously wrong, they then felt to be fair, just, and for the public advantage."

We might well allow the matter to rest here, but a few remarks in reference to it will not be out of place. We have, first, the admission that Mr. Reesor is the proprietor of the *Economist*. Seeing that the statement was at one time made that Mr. Mansfield was the lessee of the office, it is well to have the contradiction come from headquarters. Besides, since we wrote last on this subject, we have received information, based on indisputable facts, which clearly establishes that Mr. Mansfield is not the lessee of the office; that he is a hired servant of Mr. Reesor, and receives a stated wage. Then we have, the fact admitted that printing was done at the *Economist* office; but, says the Clear Grit apologist, it was not done "for the advantage of the Reeve of Markham," but to suit the "convenience of the clerk," and because it was for the "interest of the Township." Now that it could not be for the interest of Mr. Reesor, and he the proprietor of the office, is something which most people will fail to comprehend, and as for the other part of the defence it amounts to very little indeed. If it were not to show the utter hollowness of the defence which Mr. Reesor

has to set up, we might well allow all we have said so far to pass; for that the money was due to Mr. Reesor, as proprietor of the printing office, is admitted in the next sentence or so. When the accounts were brought before the Council, we are told Mr. Reesor "declined to take any action on them personally; but left them entirely in the hands of the Council." He said if they saw fit to "pay them, well and good; but that they should never be paid if his own vote was necessary to secure that result." That surely is enough to show that the money was due to Mr. Reesor himself for work done by him for the Corporation, and not to any other person. If this is not the case, why such delicacy on the part of Mr. Reesor? In the face of this fact alone, the public will be slow to believe, with the advocate of Mr. Reesor, that he has not been guilty of the "slightest moral wrong in the transaction." Again the apologist of the Warden says:—

"In regard to the contract for 1860, the organs will have it that Mr. Reesor must have an interest therein; but they are mistaken as usual. In order to accommodate the Council, and to avoid even the appearance of wrong in the case, Mr. Mansfield was allowed to make a tender for the printing entirely upon his own responsibility, and in it Mr. Reesor personally has no manner of interest whatever. He was not consulted by Mr. Mansfield as to what kind of tender he should make, one was he consulted by the Township Clerk, in reference to whose tender should be accepted. With it Mr. Reesor had nothing to do, and in the contract he has no personal interest whatever, directly or indirectly. If anything is to be made or lost by it, Mr. Mansfield alone is the party who reaps the benefit or suffers the consequences."

Were it not ridiculous, this would be exceedingly funny. How Mr. Reesor can have no interest in the "contract for 1860," and be the proprietor of the office, we fail entirely to see. He was delicate about tendering, so he got Mr. Mansfield to do it. And why? In order we are told "to accommodate the Council" and to "avoid even the appearance of wrong." Could iniquity go farther? Mr. Reesor, having the fear of the law before his eyes, would not send in a tender in his own name, but to "avoid the appearance of wrong," got his paid foreman to do it for him. A more barefaced piece of corruption; a more disgraceful plot to avoid "the appearance of wrong, and a compliance with the requirements of the law, it is hardly possible to conceive."

Mr. Reesor, however, was not always so chary about transactions of this nature. On the 26th of December, 1859—the day on which the last meeting of the Council of that year was held, and at which the resolution was passed to pay Mr. Reesor the \$177 90.—Mr. Reesor, we are informed on the best authority, handed in a tender, signed by himself, for printing bills in reference to the holding of the then approaching election for the succeeding year. His tender was so high, however, that it was not accepted, and the work was given to another party. Will Mr. Reesor venture to deny this?

As the *Globe* seems so dreadfully insensed because any one dares to doubt the impeccability of Mr. Reesor's character, and the purity of his transactions in 1860—whatever may be said of former years—we will endeavor to discover how far the facts will bear out this opinion of Mr. Reesor's character. We would ask Mr. Reesor, did he not in the beginning of the present year print at his own office, 200 copies of a by-law, repealing a former by-law of the Council, in reference to tavern-licenses? Were tenders accepted for the printing of the work? Again, is it not true that Mr. Reesor drew up the by-law himself, and that when asked by a member of the Council, whether he was not going to give the work out by contract, he replied that as he had the trouble of drawing out the by-law, it was but right he should have any profit that would accrue from the printing of it? We may state that in addition to the statute law of the land, which we quoted, on a former occasion—providing that a Councilman shall have no interest in any contract with the Corporation of which he is a member, there is a by-law of the Township Council, which requires that all work shall be given out by contract. So that in printing these 200 copies of the by-law, Mr. Reesor contravened the law of the municipality as well as the Statute law of the land.

The organ-in-chief endeavors to quibble about the word "contract," and says there was nothing "in Mr. Reesor's relation to the affairs of the Council that would interfere in the least" with the declaration required by law. It is not necessary in order to make a contract binding that it should be in writing, nor yet that there should be an agreement between the party getting the work done, and the party doing the work. If the Corporation gave certain printing to Mr. Reesor's office to be executed, of course the understanding was that the work should be paid for. Although there was no agreement, verbal or written to that effect, there was nevertheless a contract between the two parties in the legal sense of the word.—As our contemporary appears to be ignorant on this point, we give him the necessary information, and shall not ask a fee for doing so. Chitty—who, we doubt not, will be considered an authority in the matter—thus defines what a contract is:—

"The term *contract* comprises in its full and more liberal significance, every description of agreement, obligation or legal tie, wherein

one party binds himself, or becomes bound, expressly or impliedly, to another to pay a sum of money, or perform or omit to do a certain act."

So much on this point. We are glad to find that the matter has already been placed in the law courts, and we hope that a decision may be had before the lapse of many months. Such misconduct should not be allowed to go unpunished; such iniquitous scheming in order to avoid a plain declaration of law, must have its proper reward meted out to it.

## MR. REESOR AND THE MARKHAM COUNCIL

From the Economist.

The singular proceedings of the Markham Council, to which we called attention a short time ago, have, as might be expected, caused a deep feeling of indignation in the minds of the electors of the King's Division. That the Chief Magistrate of the County of York should have so degraded his position as to be guilty of something very near akin to perjury, thereby securing to himself the seat of Reeve and of Warden, and gaining a paltry advantage over a business rival, to the tune of \$38, is truly distressing. But Mr. Reesor, who by his acts has laid himself open to a criminal prosecution, not only has had the indecency to attempt to stifle inquiry by his own vote, but he now endeavors, through his paper, the *Economist*, by multiplicity of words, to raise a side issue, and to divert the attention of the public from the true merits of the case. To defeat this dishonest purpose, we shall, in a few plain words, endeavor to lay the whole matter clearly before the public.—Taking the resolution, moved by Mr. Marsh, and seconded by Mr. Bowman, which contained the gravamen of the charge against Mr. Reesor, and which we have already published, and dividing the same into three distinct heads, we shall more easily arrive at the truth.

In the first place, Mr. Reesor is charged with being disqualified from holding his seat, inasmuch as, at the time of the annual election, he had a monetary claim against the corporation of \$177 90 for printing done at his office.

In the second, that Mr. Reesor did receive the said sum of \$177 90, on the 21st of February last, while holding the office of Reeve, and in the third, that, on being sworn into office, he did declare that he had no interest in any contract with, or on behalf of, said corporation.

To the first charge, Mr. Reesor pleads guilty.—He, however, makes a lame excuse, by saying that the Council voted the payment of the accounts.—True, the Council did, but it was unfair, to say the least of it, and against the express will of the Council, that Mr. Reesor should monopolize the whole printing business of the body of which he was the head. He was not only greedy enough to take all the work, and to be guilty of all these irregularities, in express violation of the statute, but the barefaced manner in which these things were done, would surprise and shock any other person, saying, perhaps, a pure-minded Clear Grit like Mr. Reesor himself.

We find that on the 29th of October, 1859, the following resolution was unanimously agreed to:—"That the Treasurer be authorized and required to pay the proprietor of the *Markham Economist* the sum of \$60, for advertising Auditors' report, 1858."

Again, we find another resolution, passed 30th December, 1859, "That the Treasurer be, and is hereby instructed to pay all accounts authorized by this Council, or balances remaining unpaid."

Secondly, we find on that day there was due to Mr. Reesor the sum of \$177 90, which sum was paid to him on the 21st of February, 1860, and for which Mr. Reesor gave his own receipt in the following words:—"Received payment of the within account, \$177 90, signed, David Reesor." This was also certified by the Clerk as being the account for printing various items for the years 1858 and 1859.

And thirdly, we find that Mr. Reesor, on being sworn into office, did declare in the face of all these undeniable facts, and while the money voted was still unpaid, that he had no interest in any momentary transactions with the corporation, the truth being, that at the time this declaration was made, there was due to him and almost within his grasp, the sum of \$177 90! The following certificate, lodged with the County Clerk, shows another singular feature in the transaction:—

CERTIFICATE.

"I, H. P. Crosby, do hereby certify that David Reesor was duly elected Reeve of the Municipal Council of the Township of Markham for the present year and that he has made and subscribed the declarations of office and qualifications according to law."

(Signed.)

"H. P. CROSBY."

"Dated this 19th day of January, 1860, in presence of

(Signed.)

"DAVID REESOR, J.P."

He thus himself takes the deposition of the Clerk certifying that he was duly elected Reeve, and had made the declaration required by law, which we have just shown to be fraudulent. Are not these facts conclusive? It is shown that Mr. Reesor was disqualified from being elected an account of the contract existing between him and the Council. That he did receive a sum of money for printing done in 1859, and that he did declare that he had no interest whatever in any monetary transactions with the corporation, which declaration is disproved by his own receipt! Can anything be more plain or more simple than the above? We contend, that in justice to all parties concerned, the matter cannot be allowed to drop here.—The reputation of the county is at stake through the character of its chief officer, and the matter must be thoroughly investigated. No amount of verbiage—no amount of special pleading—can wipe out these ugly facts; let the matter be calmly and dispassionately discussed, and a just conclusion arrived at.

As regards the printing for 1860, Mr. Reesor brings to his aid the Clerk, who, in his anxiety, proves too much. Mr. Eakin says that he accepted Mr. Mansfield's tender, and that it was never seen by the Reeve. Very possibly this is true.—Pray, how does Mr. Eakin know this? What necessity was there for showing the tenders to the Reeve? We are told that Mr. Eakin, without waiting until the time expired when tenders should have been received, opened every one as it came to hand, thus putting himself unfairly in possession of facts he had no right to know—a most unusual and dangerous proceeding, and liable to gross abuse and favoritism.

There is another curious feature in this job open to animadversion and requiring explanation. The Council met on Saturday, 7th of April, Mr. Reesor's tender, through Mr. Mansfield, is made on Sunday, the 8th day of April, while Mr. Eakin's notice for tenders is not dated till the 10th of April. Mr. Mansfield thus actually gave in his offer two days previous to the clerk's notice being made public. At the Council board Mr. Reesor declared that he had never spoken to Mr. Mansfield on the subject; that he was ignorant of any such offer having been made. We are at a loss to reconcile these strange statements. Perhaps they may be accounted for from the fact that Madame Davis, the clairvoyant, had, at that period, a domicile in Markham village, and it is understood that the Reeve was in consultation with her as to things in general. With regard, however, to this tender, the law expressly declares that no member of a corporation shall either by himself, his partner or agent, enter into any contract for work with that corporation. It is impossible in this case that we can, without further proof, regard Mr. Reesor's foreman as other than his agent. He is so to all intents and purposes, and therefore the taking of this contract by him is in direct violation of the law, and ought to render Mr. Reesor's seat forfeit. And yet the man who has been guilty of all these enormities is the chosen champion of the Clear Grit party in the important constituency of the King's Division. We trust that the electors will show by their votes that they, at any rate, are no party to such proceedings.

## THE REESOR JOB.

From the York Herald of August 31.

As the *Oshawa Vindicator* and *Toronto Globe* seem not to understand the above affair, we will give them the following facts to digest, premising, however, for the *Vindicator's* information that the *Eljah Stanley* correspondence never appeared in the *York Herald*, so that its statement that we copied it from the *Whitby Chronicle* is false.

Fact No. 1.—Mr. Mansfield is Mr. Reesor's hired servant, and therefore Mr. Reesor is bound by his contracts just the same as if he contracted himself; indeed Mr. Reesor himself admits that he gave Mr. Mansfield only that "one job," as see *Globe* of the 27th inst.

Fact No. 2.—Mr. Reesor awarded to himself the printing of the By-laws regulating tavern licenses, this last May, contrary to a standing resolution of the Markham Council.

Fact No. 3.—Mr. Mansfield sent in a tender for printing instructions to Pathmasters this year, and as Mr. Reesor, according to the *Globe*, gave him only "one job," Mr. Reesor is responsible for that tender.

Fact No. 4.—Relative to the printing for 1858 and 1859, it is admitted that Mr. Reesor received the benefit accruing therefrom.

Fact No. 5.—On the 23rd of December, 1859, Mr. Reesor, whilst sitting as Reeve, handed in a tender in writing for printing the By-law for holding the Municipal Elections for 1860.

Fact No. 6.—Mr. Reesor has invariably receipted all accounts in his own name, and admitted that Mr. Mansfield is not the lessee of the office, but simply a servant. We hope that as the above facts are such as cannot be gainsayed, the *Globe*, *Watchman* and *Vindicator*, will explain how it is that Mr. Reesor can do these jobs and not break that law, which says that "no Reeve or Councilman, having by himself, partner or agent, an interest in any contract, with or on behalf of the corporation, shall be qualified to be a member of the Council." We confess that it seems to us as clear as the day that the law has been broken, still we are open to conviction, and therefore call upon Mr. Reesor and his friends to enlighten us and the electors of King's Division at once.