

am Banks on consideration through me; I no doubt they at least they ks remained execution of k he went to ntly for his handwriting The paper ed by those ver saw that that agree- . The paper from myself l by myself rs date. I e agreement rwards that ville carried e agreement rent in the to cover the as made at nder to turn secure him bject was to f his being own to me, me, asking ne, marked doubt was ing as Mr. s; I paid at to settle ne notes for mentioned hat I had y or other. a of in my e on which

I now recol-
signed to me;
It was a 200
s afterwards

he had lived. He had also a claim to two other lots in Hamilton. I obtained a title to one of the lots in Hamilton from the Crown. I subsequently sold it. I cannot tell what I received for it. It was either 30 or 31, in the 7th concession of Hamilton. It must be now worth ten dollars an acre. There is no doubt that the lot in Hamilton was assigned to me to secure money due to me. I do not think I had an assignment of any other lots. Mr. Clarke got a title to the lot in Hope, I think, but I am not sure. I cannot say whether the lot in Hope was assigned to Clarke as a counter security. Mr. Banks was in debt to me at the time he executed the mortgage, and I credited him with the bills drawn upon his brother, but I have no account of these transactions. I paid other sums for William Banks since the mortgage, besides the sums mentioned in my letter of July, 1839, but I have no account of those transactions. The sums due to me by William Banks, exclusive of the mortgage, must amount to £200; no part of that has been paid. The paper now shown to me, and marked "I," was signed by William Banks and myself, and that account was settled about the time it bears date. I was registrar of the county of Northumberland at the time the mortgages to myself and C. P. Banks were executed. I had large transactions with Mr. Banks; a large portion of the money advanced by me to him has never been repaid. The deed now shown to me, marked "K," is the deed of the land in question from one Watson to myself. I paid Watson the purchase money on behalf of Banks, and the mortgage from Banks marked "L," was given to secure that amongst other debts. It never was agreed that my mortgage should be subsequent to the mortgage to C. P. Banks. I would never have taken such security. The land was not worth it. At the time the mortgage was executed the property mortgaged was valued at either £1300 or £1500, but it is not now worth that amount. It has been greatly improved, but I would not give £1200 for it as it stands. The quantity of land falls far short of what it was supposed. It is not more than 200 acres. I don't think it would bring £1000. The property is not worth the debt and improvements. The mortgage from William Banks to C. P. Banks was not left in my possession. It was left with Wilcox, who is a friend of Mr. William Banks. Mr. Wilcox was at that time my articled clerk; he may have been at that time about twenty-three years old. I think that the property was valued before the