

me a bond for the deed, upon my promising to pay the price above mentioned, and the interest had accumulated to \$90 in 1829. I actually paid \$50 and one year's interest upon it, at the time when this bond was given. Oliver Blodget is now in possession of that land. I understood from him he had bought it from Mr. Mallorey; but I have learnt from other quarters, that Mr. Felton had given a deed directly for it. I never got a location ticket for the said lot. I am a British subject, although born in the United States of America.

Mr. *Samuel Mallorey*, of the township of Ascot, called in; and being interrogated, answered:—I have been living in Ascot since 1824, and have known the Honourable William Bowman Felton since 1816. I am the Samuel Mallorey mentioned in the evidence of the last witness, Mr. Ebenezer Abbott; and I am well acquainted with the lot in question. Mr. Felton himself told me he had sold it to Abbott; this was when I applied to Mr. Felton to be allowed to purchase the lot, about, I think, in November 1831. He told that he held Abbott's notes, and I now recognize the documents marked (M.) and (N.) as the promissory notes of the said Abbott, which Mr. Felton put into my hands upon the occasion of my concluding with Mr. Felton the bargain which I am about to explain. I delivered the said notes to Oliver Blodget, who told me that he delivered them to Abbott. My bargain, to the best of my recollection, with Mr. Felton, was to pay him \$535 for the lot. Abbott had only bought the half, but my purchase was of the whole lot, including the lot which Abbott had previously purchased. In virtue of my said bargain, I paid to Mr. Felton several sums of money; firstly, I took up Abbott's two notes marked (M.) and (N.) paying to Mr. Felton the amount thereof; secondly, Mr. Felton gave me the bond now exhibited by me, written by Mr. Felton himself, marked (O.) as follows:

(O.)

Know all men by these presents, that I, William Bowman Felton, of Ascot, am firmly bound unto Mr. Samuel Mallorey in the sum of \$400. to be well and truly paid unto him, his heirs or assigns.

Now the condition of this obligation is such, that whenever the said Samuel Mallorey shall pay unto me the sum of \$100. in neat stock or grain, with interest on the same from the date thereof, paid annually until the term of complete payment, then I shall deed or procure to be conveyed unto him the said Samuel Mallorey the lot No. 13, in the first range of the township of Ascot, in which case this bond is to become void and of no effect, otherwise to remain in full force.

Belvidere, in Ascot, 29 March 1832.

William B. Felton.

I hereby acknowledge to have received the full amount of the above bond this 20th day of July 1835.

(On the back.)

William B. Felton.

Total No. 2178. Deposited for enregistration in the registry-office for the county of Sherbrooke, province L. C. on the 12th day of February, A.D. 1833, at one o'clock afternoon. See Records, vol. vi. page 219.

George Goodhue, Deputy-registrar,
County of Sherbrooke.

Received by one yoke of oxen, 27th December, \$50.

Ascot, 27 December 1834.

(Endorsed.)

William B. Felton.

Hon. W. B. Felton, bond for lot No. 13, in the first range of Ascot, to Sam. Mallory 12th February 1833, 1 P.M.—151—2178, vol. 6, page 219.

I confide in the promise of the committee that this bond will be delivered to me so soon as I require it, and produce it at the request of the committee on that condition, as it is of great importance to me. I paid to Mr. Felton the whole amount of the bond as acknowledged by him on the face thereof, under date of the 20th July last. The several sums of money which I paid to Mr. Felton exceed \$540; they were so paid on account of the said lot, and on account of no other account. With respect to the bond for a deed which Abbott declares that Mr. Felton had given him, I am enabled to state that I saw the bond that I received from Abbott himself, and put it into the hands of Mr. Felton himself. It was somewhat longer than my bond marked (O.) but of similar import, except that it related only to one half of the lot. Although my acquittance bears date in July last, my payments had been made at different times previously, whereof the last was in the month of May preceding. I never got a location ticket. Mr. Felton would not sell me Abbott's half without his consent.

Mr. *Horace Webster*, farmer of the township of Ascot, called in; and being interrogated, answered:—"I have lived about 25 years in Ascot. I have known Mr. Felton since he came to the country. I am agent for one Zenos Adams, who resides in Upper Canada. One Nathaniel Finney bought from Mr. Felton the south-east half of lot No. 28 in the 6th range of Stoke, in or about the year 1829, to the best of my knowledge, at and for 5 s. per acre. I was present when Mr. Finney paid Mr. Felton for the said lot, and I know the fact above stated from what took place, and what Mr. Felton said and admitted on that occasion. Mr. Finney had sold the lot so bought to Phineas Rice Adams, then represented by the said Zenos Adams, and I appeared as the agent of the latter to obtain a title for him