

I know, from several letters and matters that this was the day. Bliss paid me the money ; besides, there was still \$23 due me on my order, and which he (Bliss) said he would pay me in a day or two. Accordingly, on the 28th June, he paid me \$10, according to his own books, and as he had no more that day, and as I was going away, he said if I could borrow the balance of \$13 from some person I could give an order on him, which I did, and which he paid to Mr. Upham in a short time. I have sworn positively to the above facts, and both Page and Bliss corroborate my statements, with the exception of the payment of the money to Page by myself, and the second conversation between Page and myself, which took place in front of Atkinson's bread shop. These were vital points to deny, of course, or the \$40 could not be taken out of me, yet each is as natural, and its occurrence as probable as any of the facts corroborated by the oaths of either Bliss or Page, as natural links in the chain of circumstances as those which are not and cannot be denied.

And are they not much more natural than that? 1st, Page told Chipman to charge the note to him, or 2nd, *that he would have paid the Bank 30cts. interest from the 7th to 26th June if he had told Chipman on the 7th to charge it, and it was the Bank's fault, and not his, that they did not ask for his cheque sooner*, or 3rd, that he would not have told me on the 15th that the note was charged to him on the 7th if he thought it was so charged then, or 4th, that Chipman, though being told on the 7th to charge it to him, never asked him for his cheque until the 26th, and this is the reason he gives for the date of the cheque ; or 5th, that Page would not have called upon Bliss for his money inside of five months, when the whole transaction was an I O U, which is always understood to be a very few days transaction among business men, and more especially as he knew that Bliss would not care to pay him interest on my money laying in his hands, as I had paid Bliss for the use of his money, and he (Bliss) was not a borrower, but a lender of money ; or 6th, that the reason he did not call upon Bliss sooner was because he had been robbed in the meantime, when the robbery did not occur until the 17th Sept., nearly three months after!! or 7th, that he would not have told Bliss on the 10th when he got the I O U, that the note was charged to him in the Bank, instead of what both he and Bliss swear did pass between them on that occasion ; or 8th, that I could have done anything else with the \$40 I got from Bliss on the 26th but pay my note with it, as I told Bliss I was going to do when I got the money, and had arranged for two months previously ; or 9th, that I could have paid it to the Bank and not get my note when I did so ; or 10th, that I could have held to the view that I had paid it to the Bank for one hour after I ascertained that Page had my note, which Page and everybody else who heard anything of the affair knows I learned in a day or two after Page called upon Bliss for the money, and although I held the Bank responsible for two