

respectively A, B, C, were drawn by *William Banks* on his brother *C. P. Banks*, and formed the consideration for the mortgage; they were negotiated through me; I received the proceeds of them, and I have no doubt they were paid by *C. P. Banks* in due course; at least they were never returned to me. *William Banks* remained in this country five or six years after the execution of that mortgage. He was involved. I think he went to England in 1839, and returned subsequently for his wife, but I am not sure of that. I know the handwriting of *William Banks* and *James Sackville*. The paper now shown to me marked "E" is signed by those parties respectively. I cannot say that I ever saw that agreement before. The mill spoken of in that agreement is situated on the property in question. The paper now shown to me, marked "F," is a lease from myself to *William Banks*. It was duly executed by myself and *William Banks* about the day it bears date. I don't recollect that I knew at that time of the agreement between *Banks* and *Sackville*. I knew afterwards that there was some agreement under which *Sackville* carried on the mill, but I do not think I ever saw the agreement until now. I think it very likely that the rent in the lease from myself to *Banks* was intended to cover the interest on my two mortgages. The lease was made at *Banks'* request. He said I had it in my power to turn him off at any time, and wished the lease to secure him the possession for some time certain; the object was to secure him a right to redeem in the event of his being able to pay the debt. The paper now shown to me, marked "G," is *William Banks'* letter to me, asking for the lease. The paper now shown to me, marked "H," is in my handwriting, and I have no doubt was sent to me by Mr. *Banks*. I was not acting as Mr. *William Banks'* agent in paying his debts; I paid those debts no doubt, but I was not an agent to settle his affairs; I think I must have endorsed the notes for him. I have no clear recollection of the debts mentioned in the letter, but I am inclined to think that I had become responsible for the debts in some way or other. I do not know what the Bewdley lot spoken of in my letter means.* It may have been a lot in Hope on which

* On the evidence being read over, Mr. Boulton said, "I now recollect there was another lot near the one mentioned he assigned to me; I think it was 30, in the eighth concession of Hamilton. It was a 200 acre lot, but so much of it was under water that it was afterwards sold to me, I think, for 60 acres or thereabouts."