

Correspondence
respecting
Mr. Felton.

labour upon it, and it was on that account that I felt desirous to buy it from Mr. Felton, when I learnt that it was his property. I paid him the full price in the fall of 1824. Nearly a year afterwards, finding that I did not get my deed, which deed he had promised to give me when I required it, I applied for some sort of writing, and Mr. Felton gave me the document I now produce, marked (K.) and is as followeth:

(K.)

This may certify that I, the subscriber, have sold Joseph H. Terrill a certain piece or parcel of land, lying in the township of Ascot, known and distinguished by lot No. 22, in the eighth range, and I have received payment in full for the same, and I hereby engage to give to the said Terrill or order a good warrantee deed of said piece or parcel of land any time when required by the said Terrill.

Ascot, 4 July 1825.
No. 22, 8th Range.

W. B. Felton.

(Endorsed) William B. Felton's obligation for land, lot No. 22, in the eighth range.

The signature "W. B. Felton" at the bottom of the said document, is the signature of Mr. Felton, I saw him sign it. Some time afterwards he told me he would get the patent out in my name. At this time I had no suspicion that the land did not belong to Mr. Felton; from my purchase, I understood the land to be transferred to me, and I was not aware that I had any settling duties to perform. When in 1834 I applied for the land, I had not cleared more than two acres. I had built no house or hut upon it; nor have I put up any since. I have since ascertained I am included in the letters patent from the Crown, which purport to make me a free grant of the said lot; I never got a location ticket. I am a British subject, although born in the United States. I am 54 years of age.

Mr. Ebenezer Abbott, of the township of Eaton, called in; and being interrogated, answered:—I lived in Ascot about 12 or 13 years, and now live in the township of Eaton about two years.—I have known Mr. Felton since 1822. I bought the east half of lot No. 13, in the 1st range, and I bargained in 1822 and concluded in 1823. When I first bargained with him, he gave me the paper which I now produce, marked (L.) and is as followeth:

(L.)

I hereby authorise Mr. Ebenezer Abbott to occupy the lot numbered thirteen in the first range of the Township of Ascot, for one year from the date hereof.

Ascot, 1st April 1822.—twenty-two.

W. B. Felton.

I have the other documents which relate to the same, and which I now produce, marked respectively (M.) and (N.) and are as followeth:

(M.)

For value received, I promise to pay to the order of the Honourable William Bowman Felton, the sum of 90 \$ on the 29th day of March 1832, (being three years from the date hereof) with legal interest on the same, to be paid annually. As witness my hand.

Belvidere in Ascot, 29 March 1829.

(Endorsed.) E. Abbott, Note for \$ 90 and interest.

(N.)

For and in consideration of the east half of lot No. 13, in the first range of the township of Ascot, to be conveyed or to be caused to be conveyed to me, I promise to pay to the Honourable William Bowman Felton or his order, the sum of \$ 250, with interest on the same, from the date hereof, paid yearly.

Belvidere in Ascot, 29 March 1829.

(Endorsed) Note for \$ 250 and interest.

He told me that the land was his property, and he exacted from me 15 s. per acre for the land, and I consented to pay that sum. The documents (M.) and (N.) are promissory notes, which I gave him in payment of my said purchase: he drew up the notes in his own handwriting and signed them, and delivered them to him so signed at the date thereof; he kept them a couple of years or thereabouts in his own hands, and then returned them to me under the following circumstances: Mr. Felton wrote to me, saying that he wished to put Mr. Samuel Malloreay in his place, if I should consent to it, to which I had no objections; in consequence of this arrangement Mr. Felton delivered to Mr. Malloreay the said documents marked (M.) and (N.) I made a bargain in the meantime with one Oliver Blodget, about the improvements on the lot, and he having made some arrangement with Mr. Malloreay, brought and delivered to me the said promissory notes marked (M.) and (N.). I, on my part, also delivered to him a bond for a deed, which Mr. Felton had given me, at the time of my signing the said two documents marked (M.) and (N.). My reason for consenting to the same was, that I was unable to pay the amount. On that account I lost the land. I had made considerable improvements on the land, but being so situated I sold them for a trifle. The note marked (M.) was given for interest upon my said purchase. The way in which the interest accumulated was this; when I made the purchase in 1823, he gave me