

COPY OF A LETTER TO JAMES NELSON.

AUGUST 4, 1846.

James Nelson:—

On my return from ~~Richmond~~, after parting with you at Smyth's Falls, and not meeting with you on my return as anticipated and agreed upon, I went to see Mr. Henry Mott, to see if he would consent for me to part with his notes, which I had promised him not to sell when I took them. After some persuasion he reluctantly consented, and early on Monday morning the 27th July, I again started to see you, to give you his notes upon your quit-claiming the land to me as you had proposed; but to my utter surprise when I arrived at Smyth's Falls I was soon informed you had taken a capeas for me, and also that you had calumniated me with having committed forgery, and one person said you added I also had committed perjury. You base villain, to dare thus to use my name! Here read a copy of your receipt given to me the 22d day of January last:

"Received of John Coleman, a Deed of lot No. 23, 9th Con. of Montague, in full of his Bond, also an agreement, in full for his note of fifty-five pounds for the Tom Horse, due in the month of February last.

(Signed) JAMES NELSON.
"Smyth's Falls, Jan'y 22d, 1846."

Here follows a copy of the Bond or agreement:

"KNOW ALL MEN BY THESE PRESENTS, that whereas, there has been a Deed of lot No. 23, 9th Con., of Montague, in the Province of Canada, given by John Coleman, (or by his means) for the sum of one hundred and five pounds, received in two entire Horses, from James Nelson, and it is fully agreed upon between the parties that the said James Nelson shall sell the said lot to the best advantage in his power on or before the month of June next, and should the sale amount to over the said sum of one hundred and five pounds, then and in such case he the said James Nelson is to pay the said Coleman all it brings over that amount, and the said John Coleman herein binds himself, in case the said land should not amount to the said sum of one hundred & five pounds, to pay any sum that such sale should fall short of that amount within ninety days from such sale, unto the said James Nelson, his heirs or assigns, as witness our hands and seals this 22d day of January, 1846. (A true copy.)

(Signed) JOHN COLEMAN. [L. s.]
(Signed) JAMES NELSON. [L. s.]

At Smyth's Falls, in presence of }
(Signed) Wm. SIMPSON. }

And after reading and reflecting on your last unjustifiable step in swearing out a capeas, see if the last accusation you made against me at the Falls, will not well apply to yourself in that case.—After the information I received at the Falls, I immediately changed my purpose and determined to take care of my person and also of what property you might attempt to attach in my absence, and go and find Samuel Mott and see if there was any foundation for a dispute in the title of the above lot referred to; that, together with some other business, will detain me for a time; but be assured I shall in in all be as expeditious as possible, and call you and others to an account for the slanders you have made use of against me; also strive to bring you to an account for the oath you took against me. That oath when compared with the papers I hold will not look well. But you say there is suspicion of the deed. But matter of suspicion is not always matter of fact, (and as to the facts of the case I intend soon to know.)

Just look at your vagabond treatment towards me for more than two years past, and the repeated refusals you made to take the Deed procured for you as agreed in the covenant of the bond I gave to you in April, 1844, the many slanderous stories and absolute falsehoods you told others. In fact you never told the truth to any person you ever conversed with on the subject—done all you could to underrate and lessen the value of the land to others—abused and insulted me in every letter you wrote to me, excepting the first, although I must confess it was hard to find out the true meaning, for you can neither

spell or write good English; and after all your pomposity and would-be-thought-somebody, you are really more like the butter-mouthed demagogue than any thing else I can compare you to, fit only to associate with the wrangling, low-bred, horse-race-course company, where you could fully exercise your horsemanship eloquence and extravagances, or in the enclosures of the smokings of the hatter's work shop.

One thing more I have to state to you, that you observed to Messrs. Wright & Curtis, after the agreement made last January. You said to them you would sell at the first offer, even if it did not amount to £25, and make me pay the balance, (but as is usual with you, you cared not for the fulfilment of that agreement any more than formerly.) But one thing I will here observe to you; if you had, or should sell that land far below its value, in the way you hold it you would be liable to account something reasonable for it. (If your shallow pate does not know, enquire of legal authority.) I shall for the present dismiss you, and as fast as possible proceed to find Samuel Mott, and after my return shall see a little to your oath, and to the vile calumny you have expressed against me—you and some others.

Hope you may enjoy your demerits with soul-condemning dissatisfaction,

JOHN COLEMAN.

AUGUST 4, 1846.

A few words to the licentious Farmersville Magistrate. Mrs. Samuel Mott's acting husband, and Mrs. Malinda Seles Esquire, the infamous black-hearted, yellow skinned Swago Bass, Bates, the man until the present, that I never laid the weight of a straw in his way, nor would I now stop to say any thing of the libertine, were it not on account of the unprovoked manner in which he has attempted my character with his false accusations and base calumnies, by saying that there has been forgery committed in obtaining the grant from the Crown of Samuel Mott's U. E. claim of land as I am informed, and says the papers are in my hand writing. I will here relate what took place with me in a trade several years since, with a man by the name of Sanford:—

While in an Inn at Brockville, I was called by the name of Coleman by some person. This man, then to me a stranger, enquired of me if I was the Coleman that owned lands in the upper part of the Province? I replied no, that it was my brother. He said he had a claim for a lot in Montague he should like to exchange for land or claims, to be located as there were some fair changes of location in the Western District. I said to him I had two Militia Claims I had bought—that perhaps I might exchange with him if his lot was any way good, and I found upon inquiry it would answer. He then produced a Bond from Samuel Mott, also a lengthy power of Attorney, but neither of them in the right form to be of any service in obtaining the grant. He then wished me to put him in the right way to obtain, and I either gave him copies or drew them out for him, the time being long since I do not recollect which, and agreed with him, at his request, if I did not trade with him to act as his Agent, and receive the grant, and do what I could for him in selling, saying to him at the same time that it would be better when Mott executed the papers for him to come where he was when the papers were made out for the location, as it might otherwise be questioned if he was the same person, and if so it might be difficult to make that out. These queries arose in my mind from a trouble in transacting the getting of some claims established from the youngest of some of the late Reuben Mott's family had to produce, evidence from well known aged persons that they were actually of the old Mr. Reuben's family, the ancient U. E's., as there had been so many applicants of the name, the last ones began to be questioned very closely. But to return. Some few months after I met with Sanford again in Brockville, being much in the place in those days doing business for my brother, and from the enquiries I had made of the lot, had not got a very favorable account of the lot or

township. Having seen Mr. Francis Mott in the village, I left Mr. Sanford for a while to find him, and when I found him he encouraged me to trade, saying a Mr. Rose had told him the lot was pretty fair, and we went to Mr. David Mair's. I called on him lately to see what he recollected of the affair and he states as follows:

Some years ago, the time exactly from any particular circumstance I do not recollect, I was called on by J. Coleman, in Brockville, to accompany him to Mr. D. Mair's Inn, he saying to me there was a person there having a claim from Samuel Mott for land, and thought I might have some knowledge if such a claim was good; also said he had given encouragement, if upon enquiry he found the lot to answer his wishes, of giving assignments for the same quantity of land to be located. His name was Sanford—said he then lived at or near Clearville, in the Western District. There were two other persons with him whose names I do not recollect. Sanford produced a lengthy power of Attorney from Sam'l Mott, also a power to obtain the grant by Malcom Cameron, and an order for J. Coleman to receive the grant when obtained and some other papers.

The said parties, Sanford and Coleman, then entered into an agreement: the said Coleman was to give to him an assignment for one hundred acres of land so soon as the grant issued and was in his possession; and the assignment for the other hundred when he procured the conveyance deed to him, which he agreed to do. I was a subscribing witness to the agreement then made between them, two agreements, each party holding one. (Signed) FRANCIS MOTT.
July, 1846.

In a late conversation with Mr. Francis Mott, he says he recollects very distinctly all that happened during the time of the trade and agreement, and I think that I could do much better than to say, as I had then been out on my own, that I am quite sure spells subject to me in those days, and had what is commonly called a spell of the blues, and had to take some to be able to do business at all. One thing I am sure of, if the papers I gave or made out for Sanford in the first instance were the ones executed, I am sure I had no act or any thing to do with the execution of them, for I have never seen Samuel Mott since he left Canada, although I have frequently heard of him; but I have frequently seen his wife with Josh Bates, and who knows but the libertine of a thing thinks if he can but disturb the title, he will finally fall heir to the U. E. lands of Samuel Mott, as well as his wife? And if so, I am still in further difficulty. Fifty acres of the land I lately sold to Henry Mott, I had of George Seles, and Malinda Seles, his wife, is also under the special care and protection of this famous personage, who has as good a right to claim a dower in the one case as in the other.

Malinda, simple thing, often remarks to her old friends, how generous Josh is to her, often gives her a dollar or two over and above her wages. The licentious magistrate—this vile calumniator of my character, shall yet receive his reward. I will not remain unconcerned while my reputation is invaded, nor treat the accusers in silence. I will, as soon as I can shape my affairs, endeavor to repel the aggression, and bring certain individuals to justice.

What character is there more despicable than the vile slanderer and the base calumniator? The thief and the robber are entitled to higher claims; even the assassin, who stabs at your life, is but little worse, for, once stabbed by the traducer of character, and robbed of what is most estimable and desirable—your reputation—life would scarcely be worth possessing. And a certain writer observes respecting the slanderer thus—

"He who steals my purse steals trash;
But he who robs me of my good name,
Takes that which profits him not,
But makes me poor indeed."

No more at present, but as soon as I return after seeing the lawful husband of the woman you call your wife, you will hear more from me

JOHN COLEMAN.