sition I will come in a few days and make the necessary arrangements with you." In accordance with this request Mr. *Boulton*, by indenture dated the 9th of April, 1838, executed to *Banks* a lease of the property for three years from date, at a rental of £55 per annum; how estimated does not appear. The lease contains covenants for payment of the rent, and for yielding up to *Boulton* at the expiration of the term quiet possession of the premises without notice to quit, or other formalities. One of the defendants, *Sackville*, who was examined as a witness, says that *Banks* had proposed to him to work the mill, but on hearing of *Boulton's* claim he declined to do so, and that in consequence *Banks* procured this lease, when he and *Sackville* then came to an agreement. *Banks*, the mortgagor, appears shortly after this transaction to have left the country, and gone to England, whence he never returned. On the 15th of July, 1839, *Boulton* writes to *Banks* the letter which is relied upon as taking the case out of the Statute of Limitations. It contains the following passages:

"I should be glad if you could make some arrangement to pay my two mortgages, and if I got £350 or £400 down, I would wait two or three years if necessary for the balance. However, should you not be able to accomplish this, I trust you will authorize Mr. *Faulkner*, and that your brother will do so likewise, to relinquish all your and his claims to the 400 acres mortgaged. I could, by adopting proceedings in Chancery, foreclose my first mortgage of £600, unless the money, interest, and costs were paid, but I do not wish to resort to such a step, and as I said before I trust you and your brother will give me the relinquishment if you abandon the idea of redeeming the property. I annex a form of power (meaning power of attorney) for your signature and that of your brother, in the event of your adopting the latter course."

It does not appear that any response was made to this letter, or that any further communication ever passed between *Boulton* and *William Banks*, or his brother, the other mortgagee, and we hear nothing