

Saturday, 5 December 1835.—ELZEAR BEDARD, Esq., in the Chair.

Correspondence
respecting
Mr. Felton.

William Sax, esq., again called in; and examined:—You have already declared that you were acquainted with the handwriting and signature of the Honourable William Bowman Felton; be pleased to examine the document now exhibited to you, inclosed by the witness Horace Webster, to a member of the committee, purporting to be a bond for a deed by Mr. Felton to one Zenos Adams and marked (K. K.), and say and declare whether or not, to the best of your knowledge and belief, the writing and signature are the writing and signature of the said Honourable W. B. Felton?—To the best of my knowledge and belief the document marked (K. K.) and now exhibited to me, is the signature and handwriting of the Honourable W. B. Felton.

John Davidson, esq., again called in; and examined:—You have already declared that you were acquainted with the handwriting and signature of the Honourable William Bowman Felton; be pleased to examine the document now exhibited to you, inclosed by the witness Horace Webster, to a member of the committee, purporting to be a bond for a deed by Mr. Felton to one Zenos Adams, and marked (K. K.), and say and declare whether or not to the best of your knowledge and belief, the writing and signature are the writing and signature of the said Honourable W. B. Felton?—The document now exhibited to me, and marked (K. K.) in red ink, I have no doubt of its being the genuine signature and handwriting of the Honourable W. B. Felton.

Monday, 7 December 1835.

Mr. Daniel Weir, farmer, of the township of Ascot, called in; and being interrogated, answered:—I am well acquainted with the Honourable William Bowman Felton, and also with William Johnson of Ascot, one of the witnesses examined before this committee. I am his neighbour, he being located on lot No. 8, in the 8th range, and I being located on the west half on lot No. 7, in the 8th range. I only bought that half of the lot: another man of the name of Kendal lives on the east half; my son bought the said west half from Mr. Felton; I know it as well from Mr. Felton himself as from my son, for I have conversed with Mr. Felton on that subject. Mr. Felton told me that he had sold it to my son for 50 £., and I know that my son paid money on account. My son is now absent, having gone to the States some time before the notice to appear here reached our house. Since it has been rumoured that Mr. Felton was accused of misconduct in relation to this lot, Mr. Felton asked me to call upon him, and when I went he informed me that this lot had belonged to one Johnson, an officer's servant in Quebec, who had sold it to Mr. Felton, and to whom Mr. Felton had paid the price. When my son and I purchased the lot from Mr. Felton, which is now about five years, as I think, no settlement duties had been performed on the said lot; there was not even any slashing of the timber, nor any other mark that any man had been upon it with any view to settlement. I can positively say that my son and I were the first people who began to work upon that lot, and that it was in a state of nature when we took possession of it. My son did not get a location ticket; on the contrary, he and I went upon the lot as upon his own property, and we began upon it as having bought it for the sum of 50 £.

Did you present a petition to the Governor-in-chief for a grant of land before you went into the township, or after you arrived there?—No, I asked Mr. Felton to procure me a free grant of land, telling him I was ready to perform settlement duties; to which he answered that he had no land to give, but that he had the lot in question, which was his own, and that he would sell it me; however, he told me that I might have a grant for my son, and for myself too, in the course of some years after, but not at that time. It was that that induced me to buy the said land at that time, because if could have got it as a free grant, I should certainly not have bought it.

Did you obtain an order of the executive council for a grant of land; and if so, what quantity was assigned to you, and in what township?—No; as I found on application to Mr. Felton that there was not land to be granted, I took no further trouble about it.

Were you furnished with a location ticket from the surveyor-general's office?—No.

Did you pay the surveyor-general's fees of 7 s. 8 d. on the location tickets, and to whom was it paid?—No.

Did you receive a location ticket from Mr. Felton?—No.

When you went upon your land, was there any improvement on it; if so, how much land was cleared?—Yes; there were seven or eight acres partly improved, the timber was merely slashed, but it was not cleared; the timber was not burnt, nor even logged.

Was there a house or any other building on the lot?—Yes, a block-house, built after the fashion of the French Canadians, was begun, but not finished.

Whom did you pay for the improvements, and how much did you pay for them?—I only paid Mr. Felton.

Did you understand that Mr. Felton put you on the land as agent, or on his account?—Mr. Felton put me upon it as being the proprietor of it, and he sold it to me.

Mr. William Dodds, farmer, of the township of Ascot, called in; and being interrogated, answered:—I know the Honourable William Bowman Felton. About 10 or 11 years ago I bought from him lot No. 11 in the 11th range of Ascot, for 200 dollars, which sum I accordingly paid him, partly in money, and partly in labour. When Mr. Felton sold me that land, he sold it as his own property, and as such that he had the right of transferring it to me. At that time I understood that I was to get a deed from himself, transferring the property from himself to me; but since, I find I am included in letters patent which purport