

"this: Mr. Rimmer was to take the lead in testing Morgan's estate, and if unsuccessful in recovering his amount, I was willing to share the expenses, but if successful, of course we each pushed our own claims, and had each to pay our own expenses."

Here is an intelligible statement, and the Judge is able to see at once the issues between us; now, he would say, produce your evidence, and then I should have been able to produce a Notarial deed I saw Mr. McGibbon sign; it is numbered 12,650, and is in Mr. J. H. Isaacson's office; its date is *April 24th*, 1863, and acknowledges a settlement of Mr. McGibbon's claim against Morgan there in full. This deed also specifies that it is in "discharge of a judgment obtained by Alexander McGibbon against R. J. Morgan on the twenty-second day of December last past," and he never after, as the records of the Court show, engaged in a suit with him. The amount too, as set forth in the deed, is important; \$238 is accepted by him in full of all demands, which, as will be seen, is more than the whole sum he says he sued for, together with his law expenses; and finally the coincidences, as set forth in the documents at Mr. Isaacson's, are astonishing; for example Mr. Dow's discharge and mine were made out the day before we signed them, and there they now are in Mr. Isaacson's safe—*ours dated April 23*, and his dated the following day, April 24. Mr. McGibbon accepted as his settlement an undertaking from Mr. Thomas Watson, an extremely wealthy citizen, to pay this sum of money—Mr. Watson having purchased a considerable quantity of Morgan's land, and this was paid, Mr. McGibbon discharging his claims on these lands.