

execution of the mortgage to *Banks*. It was valued, I believe, by *Sidey* and *Faulkner*. Mr. *Faulkner* was then the judge of the Newcastle district court. He was a friend, and connected, I believe, with the *Banks* family, and communicated, I believe, with *C. P. Banks* prior to the mortgage. The mortgage to me was executed prior to that to Mr. *C. P. Banks*. The subsequent advances to Mr. *Banks* were not paid except by the sale of the reserved lots. I cannot tell what the lots sold for, but I got at least \$8 an acre. The papers now shown to me marked "M" and "N," are the mortgages from *Banks* to *Clark*, and the assignment of it from *Clark* to myself."

James Sackville, on his examination, stated—"I am one of the defendants. The paper now shown to me, marked "E," is an agreement entered into between *William Banks* and myself. *William Banks* wished me to work the mill. I heard that Mr. *Boulton* had some claim to it, and I saw him and enquired whether he had any claim. He replied that he had, and would expect to receive the rent if it was let. I saw Mr. *Banks* and said, I did not think I could have anything to do with it, and in consequence Mr. *Banks* procured the lease from Mr. *Boulton*, which has been put in. I know the property in question well. The dam is not upon the mortgage property. There are not more than 75 acres of dry land upon the mortgage property. I paid Mr. *Boulton* for the mill privilege, consisting of about 42 acres, £580. The whole property, exclusive of the mill built by me, is not worth over £1000."

The plaintiff being called by the defendants, stated—"I am the plaintiff. In the winter of 1857, I think February, I went to England, and knowing *William Banks* well, I went to see him. *C. P. Banks* then resided at Bewdley, and in the course of conversation he spoke a good deal of the money which he had lent to his brother and lost. He then wished me to try and get the money for him. I then declined to have anything to do with the matter, but after I returned to Canada the assignment from *C. P. Banks* to myself was sent out to me. I did not purchase it. In truth it is not mine. I am carrying on the suit for him. I have no interest in it. I suppose he will pay the costs. If the debt is realised I suppose he will pay me something