he thought the land was worth. Witness said he did not know what the land was worth but supposed that the land called Conclusion was worth 450 or 500 dollars and the Witness thought the ferry property was worth about as much considering for 35 dollars. Mr Andrews then asked Witness of he would give that amount for it provided Andrews should purchase the property. Witness replied that he was not able to buy at that time and Witness agreed to give 750 dollars for the two tracts with three years credit. In this conversation nothing was said about title but Andrews intimated that he might secure a claim due to him from Thomas Sweet for furnishing to build by Mr Rea some two months after this Andrews came to Witness and said he had bought out Mr Rea and asked Witness if he would sell the land. Witness said that he would sell the land and a day was appointed to examine the premises. Witness went after Andrews and both examined the land. Andrews then said that he had got out of the problem of selling the House and Lot at the Ferry, but that he would sell Witness the tract called Conclusion if Witness would give him 500 dollars. Witness said he would not give it as that was not the contract. Andrews said as it had a good growth of young timber and he would not take any thing little that some fool said. Says on his own sense of the river. About two weeks after this Andrews came to Witness house and asked Witness to go with him to Mr Thomas Wellens. Witness accompanied Andrews to Wellens and then Andrews notified Wellens that he would give possession to Andrews at the end of the year. After returning from Wellens Witness agreed to buy Conclusion at 500 dollars of Andrews and guaranteed a good title. Andrews said then he would give his uncle William Rea and Thomas Sweet their right but no further, he thought however that his uncle and William Rea's right was perfectly good. He had some an agreement between Thomas Sweet senr and his son Thomas and he believed that if Thomas H. Sweet

ever had any right to the land he destroyed it by that agreement which William Rea hereto. Witness said of to Andrews and not guarantee any further title would have to think with the land and as Andrews and Witness did.

Witness does not recollect having heard Andrews speak of any agreement by which Rea agreed to convey the land to Thomas H. Sweet though he may have done so. Andrews said he had seen or heard read several letters from Thomas Sweet senr authorizing William Rea to sell the tract of land called Conclusion.

In 1850 or 1851 previous to the sale to Andrews Witness came to Cambridge with the view to see Mr Rea to buy the land. Mr Rea asked 500 dollars for Conclusion reserving 20 acres of the tract being apart which Witness most wanted being near his own land. No bargain was made in consequence thereof. No papers in regard to title were seen by Witness, but in the desk at which Rea was writing lay a letter which Rea said was from Sweet requesting Rea to sell the land. Witness took the letter to read, but was prevented doing so by Mr Rea saying that the letter contained other private matter which he did not wish any to see. Mr Rea said the letter was authority from to sell the land for 500 reserving twenty acres. Witness then said he had no more to do with the land. Witness thinks the house and lot at the ferry in 1851 was worth 500 and Conclusion worth 500 and that they are worth the same now. In regard to Rehoboth Witness does not profess to be a judge of its value. Knows very little of it but supposes it may be worth from 10 dollars per acre. On reflection thinks the whole farm worth from a thousand to 1200 dollars. This valuation is made upon the supposition that the title is good. Witness thinks the price Andrews paid Rea for Conclusion and the House and Lot at the Ferry 375 dollars not half the value of the property with a good title.

Test Gardner Bagley C.K. Henry T. Bramble

William L. Drew a Witness called in the part of the Complainant