diverted the said stream of water from its original channel into said ditch. That the said stream so diverted was situated so as it could be useful for supplying with water a field on the farm containing about 40 acres. and the said diversion thereof prevents it and leaves said field entirely deprived of water. That another effect of said diversion is that the water whilst flowing along said ditches wastes through the Banks of said ditches or race as one of them is called in such manner as to overflow and spoil about six acres of the most valuable meadow land on said farm That during the last spring, a short time before the said paper marked exhibit A was produced and shown to said Carter Witness heard considerable talk in the Neighborhood in regard to the supposed right of Isaac Tyson Jr to divert & use the water of the said stream, on the said farm. About that time Witness heard Dawson V Hammond one of the said Trustees say at the Tavern of Daniel Kost in the Town of Liberty - That he did not believe that there was any Contract whatever between his uncle Dennis Howard dec'd to whom said property had belonged & Isaac Tyson Jun in regard to a water right on said farm. and that he was sure that if there was any Contract at all it was only verbal that he left felt satisfied there was no written contract on the subject, because his said uncle had often told him, in his life time that he would not enter into any written contract with said Tyson on the subject. Witness further says that the sum of Fifty five dollars per acre was the full value of the said farm, purchased by said Carter free from all incumbrances whatever. That Witness had desired to purchase said farm and had examined the same shortly before the said day of sale, with a view of Purchasing it, & had rode over the said farm in Company with said Dawson V Hammond, for the purpose of examining the same. and that said Hammond who was at that time Trustee for the sale thereof, did not intimate to witness that the said Tyson had any water right on said farm, or any other right whatever or that there was any incumbrance of any kind on said farm and that at said time there was nothing visible from which Witness could have discovered that said Tyson had any such right whatever It was not then, in the course of enjoyment or use by him, or any one else; That Witness did not bid for said farm at the said sale, as he had intended, because the first bid made for it was $50 pr acre, and he had determined not to give more than 50$ pr acre That in the Opinion of Witness the said farm would not have brought at said sale by at least $1000 as much as it sold for if it had been known that the said right of said Tyson to divert and use said water, and to cut ditches through said Land for that purpose existed That the said right of said Tyson to divert & use said water & cut ditches through said land for that purpose existed That the said right of said Tyson detracts, at least, One Thousand Dollars from the value

of said farm