that he the Witness ever sold to said Thomas Wilson any notes of said Wilson himself Except those received from Mason. Witness cannot say with certainty that he the Witness in person sold to Thomas Wilson any of the Five said notes he has testified to, as he gets his information as to the sale of said five notes to Mr Wilson from a memorandum in the books of McKim and Co which memorandum does not state who sold the said notes.

William Mason and Son and afterwards Mason & Brothers kept and account at the Banking House of McKim and Co the said Banking House in almost all cases advanced the money to the Masons on the day on which they brought the notes there.

Witness does not know whether Mr McKim received any of their notes in part payment of the purchase money of the Pushalan Factory sold by him to William Mason and Son on the 15th February 1858 and Witness can say almost to a certainty that he did not so receive them.

Again Examined for Complainant.

Witness had heard before the receipt of any of the notes that William Mason and Son had given the Mortgage of February 15th 1858. Witness heard it from his Father and not from the Masons.

Again Cross Examined for Defendants.

The notes were brought by William Mason and Son to McKim and Co for sale without any statement of the source whence they were derived or any enquiry by McKim and Company as to such source. The father of Witness had told him of the Mortgage. Witness understood from his father that these were the Mortgage notes.

Witness recollects no specific instances in which the Masons brought notes for sale without getting advances on them though he remembers that on one or two occasions they did leave notes for sale and did not receive money on them till they were sold: this was when money was easy, and could not have been after August 1857.

The notes were always sold at the best prices that could be obtained.

Benjamin Ellicott, a Witness of lawful age produced and on behalf of the Complainants being by me first duly affirmed (he having conscientious scruples against taking an oath) deposeth and saith as follows, that is to say,

That he is a Broker being engaged in getting notes discounted and repeatedly had a number of the notes of Thomas Wilson and Thomas Wilson and Co which were payable sometimes to blanks and sometimes Endorsed by William Mason and Son placed in his hands by McKim and Co and sometimes by William Mason and sometimes by William E Coale and Son: some of the notes he preferred should not be Endorsed by William Mason and Son as they would sell better without that Endorsement as William Mason and Son had no money character. Witness sold the notes to the best bidder. He never Keeps any memorandum of such transactions but he believes that he sold them at one and one and a half per cent

a month and may have sold some of them at nine per Cent a year or in other words three quarters per Cent a month; they were sold at the best rates. He does not recollect whether he sold any of them in 1857 but the said sales must have been during the whole time of the Mortgage. Witness knew of the Mortgage of 15th February 1858 and all his above transactions were subsequent to the date of that Mortgage. Witness was selling other notes to Mr Thomas Wilson and told said Thomas Wilson that Witness had some of his Wilsons paper and that he (Wilson) might as well buy that; the said Thomas Wilson replied that he would not do that, but that if Witness had any paper of Thomas Wilson and Co he (Wilson) would buy it that if he had the money and that Thomas Wilson and Company would buy his (Wilsons) paper if they had the money. Subsequently to this Wilson sold to Mr Allen who was one of the firm of Thomas Wilson and Company some of the notes of Thomas Wilson but he does not remember the amounts or who he had got them from. He does not remember selling any of the notes directly to Thomas Wilson. From 15th February 1858 and immediately previous and up to the present time he does not think that William Mason and Son had any credit in reference to the above notes, and the paper went off more readily without their name upon it and was always preferred without it.

Cross Examined for Defendants

Witness cannot remember whether the notes he sold to Mr Allen were endorsed by William Mason and Son or not. They were drawn by Thomas Wilson he thinks: he does not recollect their dates or amounts or to whom they were payable though their dates were subsequent to the 15th February 1858: nor does he remember from whom he received them for sale.

Again Examined for Complainants

Witness has no recollection of receiving any notes of Thomas Wilson for sale except from William Mason and Son, McKim and Co, and William E Coale and Son. Witness may have received such notes from other Brokers but he has no recollection of it.

At the time Witness spoke to Thomas Wilson about his notes and advised him to discount his own notes, Witness had the Mason notes in his possession and no others, and the object of Witness was to benefit Mason.

Being asked "When you applied to Mr Allen to discount the two notes of Thomas Wilson from whom, according to the best of your recollection had you obtained those two notes" he replies "I do not recollect at all"

Being asked "Having subsequent to your above conversation with Thomas Wilson did you present those two notes to Mr Allen" he replies "Within about a month, Sir, I think."

Again Cross Examined for Defendants

Witness has frequently had the paper of Thomas Wilson and of Thomas Wilson and Company for sale without knowing the transaction out of which it grew; and has had at one time