under said commission, at which last Meeting came and
joined the Commission met pursuant to Notice and proceeded in the
presence of D. McThomas Esq. Solicitor for the Complainant and
Isaac H. Williams Solicitor for the Respondent to take the Examination
of Witnesses that is to say,
R. H. Brooke of Baltimore City a Witness of lawful age produced
on behalf of the Complainant being duly sworn in the
Holy Gospels of Almighty God and being Examined makes oath
deposeth and saith as follows. I am acquainted with the parties
to this cause. I know Complainant Weller well and during the
last 10 or 12 years have had several large transactions with
him in March 1858 I went to see Mr Hardesty for Mr
Weller to borrow Money for Weller he wanted to apply in payment
of Mr Ward's Mortgage this was the main object for applying
for said Loan. I asked Mr Hardesty to loan Mr Weller
seven or nine thousand dollars. I think the Mortgage called
Wards Mortgage was for about three thousand dollars perhaps
to this Mr Hardesty had applied to me to invest for him seven or
nine thousand dollars and I thought I knew of some security
which would suit him then I suggested Wellers property he did
not want to lend on Mortgage but if I could get some gentlemen
to create or make some gentlemen to would entertain the
proposition and let me know in a short time about it. I think
the next day I called on Mr Hardesty and he said he would
look at Wellers Property in the County and we appointed
a day to go and examine it. We examined it accordingly
and he was much pleased with it and said he would determine
about it the following day or next following day or day
or two after he came and said if he would give him nine hundred
dollars a year on that property payable quarterly he would
take an assignment of Mr Wards Mortgage as it
stood at six per cent, and make the Loan to Weller

of $12000 I proposed Weller must agree to take as part of this
an assignment of a Mortgage on Mr Traills property $4000 without
recourse Traills Mortgage was for six thousand dollars Hardesty
was to see Traill to see whether he would get Traill to discount the
$4000 with small notes of about $300 each payable at
intervals of about 30 days each or thereabouts so as to render
the payment certain and make Weller satisfied previously
Hardesty requested me to request Weller and I requested him
also in my own account to go and look at Traills property
to see if he would be satisfied with the security Weller examined
the property I told Hardesty that Weller did not think
the property of Traill was worth any thing like the amount
for which it was liable and it would depend on what arrangement
he Hardesty could make with Traill about the Notes as Mr
Weller did not want the Notes unless he could make them
available in some way as his object was to raise money
Hardesty replied there might be difficulty about that he
would see Traill and get Traill to see Weller and satisfy him
about the payment of the Notes Hardesty said behind no doubt
and he was very confident the Notes would be promptly met by
Traill. Traill called on Weller at Hardestys suggestion
about the Notes, and Weller seemed to think well of his
statements. I was governed by Mr Hardestys suggestion and
representations with regard to the Notes and with regard to
Traills responsibility as I did not know Traill Hardesty said
Traill was getting into a flourishing state about his Factory and
he had no doubt that the Notes would be paid. I do not pretend
to give the exact language used by Hardesty but only the
substance and I am satisfied that I have above given the substance
of what Hardesty said I then called on Traill and got the
Notes signed according to the arrangement between Traill and
Hardesty about funding the Mortgage Notes Hardesty said