such an establishment was. I think it could not cost less than $10,000 or $11,000. Mr Hardesty called on me and stated that Weller wished to raise some money on his property, quite a large sum. Mr Brooks called on me after this and stated that there was a probability that there would be an arrangement made for the transfer of the Mortgage upon this property to Weller, that the Mortgage Notes were to be collected & recourse to Hardesty and they were to be taken to the amount of $4000 and not to the full estimated amount of the property. I was asked to see Weller and I did so. I called twice with Brooks on Weller. My principal object in calling was to show Weller probable profits of the business. Hardesty was not present at this interview. Mr Brooks told me he had called at the Mortgaged premises above referred to as owned by Defendant and that he and Weller had made an examination of the premises and were satisfied that the amount there was sufficient for the $4000 in addition he said he was satisfied at Jeremiah Blackburn there as the Manager of the concern. I only knew of Blackburn being there once. Blackburn is known in the iron Market as a good iron Master by Knowledge and experience in such business was generally good. Brooks said Weller had an acquaintance with Blackburn and this was the cause of the gratification I felt not see Weller after this. Brooks came for days after this bought me the assignment and the new Notes which I signed and delivered to Brooks as Weller's Agent. The old Mortgage Notes had returned, and the extension of time for a week, which the new notes were given was to enable me from the profits of the concern to meet those Notes. This arrangement for new time was made with Weller through Brooks acting said for the iron. I gave the Notes at such times as there was a probability they would enable me to meet them. A allowance necessary to make such Works from profitably took a larger amount of Capital than was estimated

and when the Machinery was in such order as to produce iron it could not be sold with any readiness on account of the peculiar and dull state of the market. The 15 year before spoken of was expended in the property by Defendant after Weller became the owner of the Mortgage and I was unable to meet those same Notes as they matured in consequence of such representations and of the above stated condition of the Market. All Mechanical trades at the time these Notes matured were in a depressed condition and especially the iron business, not only there of mine but other Kinds of iron Works and some were stopped at that time. If the iron business was in good condition I do not think a better location for works for the purpose for which the above mentioned works were erected by making bar iron from scraps than the location of said Works. During these Negotiations there was one other feature mentioned by Brooks by an inducement for the making the arrangement of assigning the Mortgage and this was that Weller had as in whom he wished to put business and Brooks thought that of this business unprofitable and as they were managed by Blackburn Weller would like to put his son in the business on their premises. Whether this was mentioned as an inducement for Defendant to make or for Weller to send such assignment I do not know. Mr Brooks also stated that Weller in his business as a liquor dealer had opportunities for collecting scraps of iron which are necessary in this business. I made for seeing the bar iron. In all my understanding of this transaction I always understood that Weller took willingly the assignment of this Mortgage. I think Mr Hardesty was never present at the Examination of this property made by Weller and Brooks nor was he present at any of the Negotiations I had with Weller and Brooks. And the said Witness on his Cross Examination deposed and said