The body of this paper is admitted by the Solicitor of Respondent to be in his handwriting.

Question Had you any conversation with Hardesty after Pratt failed to pay his Notes and if so what was it.

Answer I met Hardesty and told him of Pratt being unable to take up his Great Notes and Hardesty wanted to know if the matter could be arranged in some other way and if Weller would take Pratt's Notes from Pratt if he would give them. I then saw Weller demanded that he Hardesty should take back $5000 dollars worth of Stock and Deed them to Wards Mortgage and pay Weller over the balance that is the difference between Wards Mortgage and the 4000 dollar Note.

Question How was the Commission fee of the transaction paid.

Answer. Weller paid one half and Hardesty one half the above being $50 I carried Money who paid the cost of recording I drew up Money who proposed this mode of paying Mr Hardesty as Mr Weller did not customary for Weller to pay the whole fee, and then was agreed that each should pay one half.

On the same Witness on his cross Examination deposed and said as follows.

Question You have said in your Evidence in chief that the transaction between Hardesty and Weller was one transaction did any one make a declaration that it was one transaction and if any one who and give the phraseology used.

Answer There was no positive declaration by any of the parties that it was one transaction.

Question What then is the foundation of your statement that there are one.

Answer, The foundation of my statement is the calculations the consideration of the above being on one of the same Notes, the calculations made by me on the paper above referred to R.T.B. No 2 and the use of that Wards frequently $12000 on the footing up of these

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items made $12009.83.

Question Do you say that all of the above made absolutely made it one transaction or this an inference, an understanding on your part from all these things.

Answer from the above I inferred and understood that the affair was to be one transaction.

Question What do you mean by understood.

Answer I understood it as one transaction from what transpired as above stated.

Question If Ward was settled with and had cleared out and his Mortgage from what connection had he or his mortgage with the other business that was transacted between the parties.

Answer it had this much to do with it, the amount figured out in the paper marked R.T.B. No 2 is $12020.83 and of the transaction had been two transactions the above sums have amounted to $12130.11 because to pay off Ward two R $3130.11 and a book of $9000 to redeem the original and therefore it was necessary to encroach on the $9000, to pay a part of Wards interest, and the Expenses &c.

Question Explain this how the figures $12020.83 prove it that it was one transaction when of the figures had been $12130.11 this sums of them that it was 2 transactions.

Answer I think the foregoing answer sufficiently explains itself and contains as good explanation as I am free of it.

Question when you said in Chief that from your understanding of the parties and their conversations we considered the transaction as a loan of money that more than 6 percent state in what conversation it was declared a Loan and by whom and the words used.

Answer It was not declared to be Loan by either party in my presence in express terms the exact words from which I inferred it to be a Loan I cannot now remember, from the conversation of all the parties at time the transaction was consummated I understood it to be a Loan