5th Interrogatory Did or about the 29th April 1864 did you or not have borrowed lawful money of the United States to a large amount upon the security of the Washington Hall property in fee simple and if so state what amount and at what rate of interest per annum and state further what amount were offered and did you obtain and at what rate of interest the same was offered and thereafter for some months Question objected to by Mr Musselman) Answer I was offered $40,000 through several persons and having been offered $20,000 by a person whom I had dealt with before and did rely upon at 5 per cent interest per annum either on this property or any other which Wm H Collins Esq his attorney Mr Lusey Attorney I also the security in the Washington Hall was in objectionable yet as a delay occurred in obtaining the loan in question money was obtained on other security namely $20,000 at 5 per cent per annum on property corner of Charles and Baltimore Streets which sum I deposited on the 29 April 1864 in the Farmers and Planters Bank to be amply provided to meet my engagements with Mrs Frazier according to the notice I had given to her to reduce her ground rent 6th Interrogatory In the above answer you have stated you did have obtained $40000 at what rate of interest per annum was the same offered to you Question objected to Answer at five per cent Seventh Interrogatory Was it or not in contemplation that you should have Washington Hall property in fee simple for the purpose of obtaining the loan and was or was not such loan to be made upon the security of Washington Hall property Question objected to by Mr Musselman Answer Yes Eighth Interrogatory How occurs in the answer of Mrs Frazier and in the schedule of marked B the allegation that Respondent denies that the Complainant had in his hands the sum of $18.333 1/3 set apart ready to make payment on or since April 22d 1864 because she is informed and believe that said Complainant informed Mr Musselman her attorney that he had used a portion of said money and that he had but $10 000 ready in hand and was able to procure the balance in a short time. If there is any error in such allegation and averment please to point it out by designating what portion of said statement is erroneous Question objected to by Mr Musselman) The above question is repeated to the Witness and he is informed that he is said to have declared that he had used a portion of said money for his own private purposes at an interview with Mr Musselman on an evening in Autumn of 64, and upon another occasion shortly after the time of giving his Bill of Complaint Question objected to Answer I have had frequent conversations with Mr Musselman in which this business has been brought up by him which I listened to presuming he might make offer of some compromise in all of which interviews I sought rather to understand that I wanted only from his client or himself the consideration for my money which I was ready at any time to pay them I always had the money ready for them and acted impartially for the parties. Ninth Interrogatory was there or not any fee honorary inducement in the lease which induced you to buy Washington Hall, if so what was it Objected to Answer having a great reversion in lease had interest and to be better convinced

in that particular I sent to my Attorney Edward H Onkey and Charles J Mayer attorney for Wm C Harris they assured me there was no doubt of my right to extinguish the ground rent under the covenant in the lease at any time I was ready to pay the money Tenth Interrogatory did or not Mrs Frazier sometime in the Months of May 1864 or thereabouts at the office of Mr Musselman make to you an offer that if you would forbear to insist upon the enforcement of her covenant to reduce the ground rent that she would abate a certain portion of the annual rent reserved in the lease All if such offer was made by her to you what amount of reduction in the rent did she offer Question objected to by Mr Musselman. Answer I heard her observations distinctly she did and I understood of I had occasion to, It was my to pay under the old contract she alluded to between Cabot, Stuart, Mr Frazier & Mr Hough and others, the reduction of $40 per year but I declined stating my intention was to purchase in the ground rent and had so provided myself Was examined by defendant, First Cross Interrogatory did you have a sum of money on the first June April 1864 to the present time on deposit in the Farmers and Planters Bank to represent the same amount of the Check of Apl 18th 64 Answer If I did not have it then, I had it in my power to get it in five or ten months time make the Check good. No other witnesses being named or produced and no further notice time desired for the taking of testimony I then at the request of the Solicitors of the respective parties closed the said Commission and now return it closed under my hand and seal this 17th day of March 1866 at the City of Baltimore State of Maryland

Wm Marbury (Seal) Commissioner

There are six exhibits to this Comm. marked Complainants Exhibits No 10, J H C J No 11 J H C J. No 100, No 200, No 300 and No 400 all of which are herewith marked filed and returned with the Commission.

Exhibits referred to and filed with the Comm are respectively as follows to wit

Exhibit No 1 Complainants Exhibit John Frazier and Mary Ann his wife to Joseph Cabot in trust

This Indenture made this 23d day of June in the year of our Lord 1851 between John Frazier of the City of Philadelphia in the State of Pennsylvania and Mary Ann Frazier his wife of the one part and Joseph Cabot of the same City of the other part Witnesseth that for and in consideration of the sum of five dollars lawful money to the parties hereto of the first part paid by the party of the second part at the time of the sealing and delivery hereof the receipt whereof is hereby acknowledged and for divers good causes and other valuable considerations the parties of the first thereunto moving the said John Frazier and Mary Ann his wife have granted bargained and sold aliened enfeoffed and conveyed and by these presents do grant bargain and sell alien enfeoff and convey unto the said Joseph Cabot his heirs and assigns. All that lot piece or parcel of land or ground situate and being in the City of Baltimore aforesaid which is bounded on the North by Baltimore Street on the East by Front Street on the South by Hanover Street and on the West by Jones Falls which parcel of land or ground was with other property willed and assigned to the said Mary Ann in the division of the real Estate of her father Abram Kelbert late of Baltimore County aforesaid deceased as by reference to the record