coal in said mine without skill, or that he is working the mine in such a way as to destroy the mine as alleged in said complainants bill, These Defendants also deny that it is true that for the sake of securing present advantages and facilities in getting out coal, the said Layman is removing the pillars which have been heretofore left as the props and supports of said mine as is alleged in said bill, on the contrary these defendants aver, that neither the said George Layman, nor any other person in the employ of these Defendants, or either of them, ever did remove any of the said pillars or do any other injury to the said coal mine as alleged in said Bill, but these Defendants charge that the said John Neff and persons under his employ did remove several of the said pillars in the said mine, before complainant purchased against which these respondents remonstrated with the said John Neff at the time, and actually threatened to file a bill of injunction against said Neff to prevent him from thus removing the said pillars, when after consulting a lawyer on the subject he the said John Neff promised to cease removing any more of the said pillars Without that, that there is any other matter or thing material or necessary for these defendants to make answer unto, and not hereby and herein well and sufficiently answered unto confessed or avoided traversed or denied is true, All of which matters and things these defendants are ready to aver and prove as this Honorable court shall direct and award and humbly pray that the said injunction may be dissolved and that these defendants may be dismissed with their reasonable costs in this behalf most wrongfully sustained.

M Kaig & M Kaig Sol for Defendants.

State of Maryland, Allegany County, On this 8th day of May 1844 before the subscriber a Justice of the peace of the State of Maryland in and for Allegany County aforesaid personally appeared the above named Isaiah Frost and Meshack Frost and made oath that the matters and things stated in the above and foregoing answer are true to the best of their knowledge and belief. Sworn before J. Wright.

and afterwards to wit, on the 21st day of May in the year 1845, the Injunction bond was surrendered by defendants to the complainant, and the Injunction dissolved by consent, and the bond withdrawn by leave of the Court. and afterwards to wit, on the 14th day of June in the year last aforesaid, the parties aforesaid, by their solicitors filed in Court here the following agreement, interrogatories, and cross interrogatories, to wit,

John Young, vs. Meshack Frost Isaiah Frost & others. } In Allegany County Court as a Court of Equity. We agree in this case that a commission shall issue to John Stockton Esqr. of Mount Vernon Knox County Ohio to take testimony in this cause and we waive all further notice of the time and place of executing this commission.

Thomas J. M Kaig, atty for Defendants.
S. Mc. Semmes, atty for Complainant.

Interrogatories to be administered to Josiah Frost of Knox County

Ohio a witness to be produced, sworn and examined on the part and behalf of the defendants in the above titling named before the commissioner pursuant to the commission hereunto annexed.

Int. 1st Do you know the parties, plaintiff and defendants in the title of these interrogatories named or either and which of them, Declare the truth and your knowledge herein.

Int. 2d Look upon the paper now shown to you at this the time of your examination marked with the letter B and purporting to be a copy of an article of agreement made on the 27th day of October 1828 between Isaiah Frost, Meshack Frost and John Neff, were you or were you not present when Isaiah Frost, Meshack Frost and John Neff entered into an article of agreement in reference to coal in which they were jointly interested, If yea is the paper now shown you a copy of said agreement, If you cannot say whether it be a correct copy or not, will you state when and where the agreement of which you speak was entered into.

Int. 3rd What was the inducement or object of entering into the agreement of which you speak, and to which lands did the said agreement relate.

Int 4th Did or did not the parties to wit, Isaiah Frost, Meshack Frost and John Neff on the day the agreement of which you speak was entered into make mention of the lands or the coal in the lands which they the said Meshack & Isaiah inherited exclusively from the will of their father, or did their conversation and contract relate exclusively to the lands which was devised to you by your father & which you were then about to sell to the said John Neff, Declare the truth and your knowledge herein.

Int. 5 Did or did not the said Meshack and Isaiah Frost claim each one third of the coal in the lands which you were about to sell to said Neff at the time of which you speak, and was it or was it not for the protection and defining their interest in that land which induced them to enter into the said agreement.

Int. 6th At the time you sold to John Neff, and at the time the agreement was entered into of which you speak how many coal mines were opened on the land which you and your brothers, the said Meshack & Isaiah owned, Or was there any opening for coal on the lands descended or willed by your father to you and your brothers except the opening called Frosts old mine.

Int. 7th Was or was not this mine called Frosts old mine opened before your fathers death and was there any other opening for coal on the land mentioned in your fathers will except the opening on the land which you sold to John Neff.

Int. 8th At the time you sold to the said John Neff the lands devised to you by your father did or did not the said John Neff know that your brothers the said Meshack & Isaiah had by the said will each one third of the coal in said lands.

Int. 9th Do you know of any other matter or thing or have you heard or can you say any thing touching the matter in question in this cause, that may tend to the benefit and advantage of the Defendants in this cause besides what you have been interrogated unto, Declare