Int 3d. Look at paper now shown you marked No. 4, and state whether or not the same is or is not a copy of the original agreement between Meshack Frost Isaiah Frost and John Neff, mentioned in your answer to the 2nd Interrogatory assembly you in the possession of Vaughan, State also how you know the same to be a copy thereof.

Saml. McSemmes, Sol. for Complt.

Cross Interrogatories on the part of Defendants, to George McCulloh,

Int 1st. In 1828 how many or were there any coal pits opened on the lands which were devised by Josiah Frost Sen. to Meshack and Isaiah Frost or were there any pits opened on the lands willed to Josiah Frost Junr. by the will of his father save one, and if yea where is that pit situated.

Int 2d. Did you compare the agreement in the hands of Vaughan with the paper now shown marked No. 4.

Int 3d. Are there any marks on the paper marked No. 4 by which you are enable to know that it is the paper which you compared with the agreement in Vaughans hands.

Int 4. In whose hand writing is the paper marked No. 4,

Int. 5. When was the copy of the agreement made by Nowell at Vaughans taken.

Thomas I M Kaig, Sol for Defts.

John Young, vs. Meshack Frost, Isaiah Frost, and George Layman & others. In Allegany County Court, as a Court of Equity. Interrogatories to be propounded to John Neff a witness to be produced and examined upon the part of the Complainant.

Int first, Are you or not acquainted with the parties in the titling in this cause named, If yea state how long you have known them and each of them.

Int second, Did you or not enter into an agreement with Meshack Frost and Isaiah Frost touching or relating to the lands devised to them and Josiah Frost Junr. by the will of their father, the share of which Josiah you had purchased out, If yea, state where said agreement was executed and by whom the same was drawn, and in whose possession it was left after execution, and if you know what has become of the same or where it now is, State also whether the paper now shown you marked exhibit E, is or is not a copy of said agreement, and if not a copy, in what it differs from the original, State your knowledge herein fully and particularly.

Int third, Do you know any other matter or thing that may be of benefit or advantage to the complainant.

Samuel McSemmes, Sol. for Complainant,

Cross Interrogatories on the part of the Defendants to put to John Neff.

Int 1st. Did you ever compare the paper E. with the original.

Int 2d. What was the consideration or inducement passing from you to Meshack & Isaiah Frost to enter into that agreement.

Int 3d. Did you ever pay any consideration at any time for rights seemed to you by that agreement.

Int 4th. Did not Meshack & Isaiah Frost always claim to own each one thirds of the coal in the lands you bought of Josiah Frost Junr. in virtue of their fathers will.

Int 6th. Did you think that by the purchase from Josiah you obtained

an interest in the lands willed to Meshack & Isaiah.

Int 6th. At the time you entered into the agreement with Meshack & Isaiah Frost, did not Mr. Isaiah Frost tell you that unless you gave them the right to build a house for miners at the mouth of the mine, and have free intercourse to the mines then opened on Josiah Frosts part that they would purchase from their brother Josiah themselves, and was not that the demand which induced you and them to enter into that agreement.

Int 7th. Did Meshack & Isaiah Frost ever agree with you in your construction of the agreement.

Int 8th. Did not Isaiah Frost tell you at Vaughans that if his brother sold to you and thereafter you sold to some one else they might give him & his brother some trouble in getting coal and that unless you agreed to give them the free intercourse to the mine and the right to build a house for miners he and his brother would buy the land as quick as you, and did you not then agree to give them those privileges.

Int 9th. Did Isaiah Frost say one word that day at Vaughan's that you were to have any interest in the lands willed to him by his father.

Thomas I M Kaig, Sol. for Defts.

John Young, vs. Meshack Frost, Isaiah Frost, George Layman et al. 585 Chy. In this case we agree that the commission which was adjourned over shall be reopened and the parties thereto be permitted to take whatever testimony they may desire on Thursday next the 16th of April 1846.

S M Semmes, Solicitor for Complainant.

Thomas I M Kaig, for Defendants.

Last commission No. 4.

John Young, vs. Meshack Frost, Isaiah Frost, George Layman, et al. 585, Chy. The commission was reopened this 16th day of April 1846 by consent of counsel in this case.

I. L. Skinner a witness of lawful age produced on the part of the complainant being first sworn on the Holy Evangely of Almighty God and examined as to interrogatories filed with the commission and herewith returned answers as follows.

To the 1st interrogatory he answers and says, I am not able to state every thing connected with it, Immediately after I made this purchase for Williams & Harryman, the Messrs Frost and Neff called on me at the Highland Hall & the Messrs Frost said that there was a mistake in the contract I asked what it was, they said Neff had given me a contract for a warranty deed whereas he was not the sole owner of the property, but that they the Frosts owned a part of the coal, Neff owned the land, but they owned a part of the coal, and Neff had no right to give me such a contract, I thought they were both present Mr. Isaiah Frost was certainly there, They asked if I would hold the advantage I had got in the contract, I replied I did not know that I had any advantage, I did not know that any one but Neff owned any part of the coal Mr. James Smith was present and was a party to the conversation, and requested me as their attorney