as I understood him to be to alter the contract, and make it as it ought to be, I said no gentleman Mr. Forward who was acting for Williams and Harryman had gone home, I declined altering the contract, then I was shown a will of old Mr. Frost I do not recollect whether I saw the agreement or not, if I did not see it it was stated to me what it was, and by the will of Josiah Frost Sr. and the agreement between Frosts and Neff I understood Neff had an interest on that side proportionate to what they had on the other, side a common interest in the whole coal field, they in Neff's portion, and Neff in theirs and I thereupon said to Isaiah Frost, after examining the subject, you shall not say that I took any legal advantage of Neff, for I would not do that for the whole property, now gentlemen I will give you your election you may all join and give me a clear deed of Neff's property in pursuance of the contract, or I will take Neff's deed for his interest in the whole. They did make their election and gave me a clear deed, there was a great deal said at the time but I do not recollect all that was said, Mr. Frost said, after this proposition was made that it was fair and I was an honorable man, this is the substance of what occurred as I recollect.

To the 2nd Interrogatory he answers and says, I have answered this before, I do not know what was admitted or denied, more than appears from my former answer, I understood Neff to claim an interest in the Frosts part, they joined and gave me a clear deed for the property I bought from Neff, I do not know how they divided the money. There being no further interrogatories on the part of the complainant, the counsel for the defendants then exhibited their cross interrogatories which were filed with the commissioner and are herewith returned.

To the first cross interrogatory he answers and says, I was a stranger and had never known them before.

To the 2nd he answers and says, I mean that it was putting them to their election to join and give me a title to Neff's part which I bought or let me take Neff's title to the whole coal field, I do not know how the money was divided. There was a reservation in the deed, I did not know to whom it ennured, there was a reservation of two acres.

To the 3rd He answers and says, I do not recollect whether it was at that time or not, there was a conversation, it was a sudden thing with me and I wanted some time to think about it. I do not know whether I saw it, or whether it was stated to me what it was, I made up my mind from the papers I saw and what was stated to me, I had as lief have taken one as the other, and therefore I gave them their election.

To the fourth cross interrogatory he answers and says, I have always understood so, but I do not know certainly, I had nothing to do with the arbitration about the division of the money.

To the fifth, He answers and says, I do not recollect when I first saw the agreement and writings, I do not recollect the exact time, I do not recollect whether it was made up from the will, or the agreement or those writings together with the conversations and

explanations accompanying them.

To the sixth he answers and says, No sir I never made any such proposition, I do not know how many acres he called it ten or twelve it was all on the other side of the Turnpike, all that lies on the west side. Additional interrogatory on the part of the complainant after cross interrogatories on the part of the defendants, He answers and says, I have said so, I do.

Additional cross interrogatory on the part of the defendant. He answers and says I do not know, nor do I know precisely how I made up my opinion, I do not know how many acres there are, On the supposition that there are two hundred and twenty, I should put the value of one third at thirty thousand dollars, I think twenty five thousand would be a better estimation.

J. L. Skinner.

John Young vs Meshack Frost, Isaiah Frost, George Laymann et al. In Chancery.

George McCulloh 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 commissioner and herewith returned answers as follows.

To the first interrogatory he answers and says, This paper marked No. 4 is a copy of an agreement which Benjamin Vaughan had in his house and in his hand writing and signed by Isaiah Frost, Meshack Frost and John Neff, I have seen all three of them write and from my knowledge of their hand writing have no doubt but that it was in their hand writing that is the signatures to the original agreement.

To the 2d He answers and says I am acquainted with the hand writing of Benjamin G Vaughan the paper marked Exhibit E is in his hand writing.

Geo. McCulloh.

To the cross interrogatory on the part of the defendant he answers and says, at the time the contract was entered into between Mr. Skinner and John Neff for that part of the land devised by Josiah Frost Sr. to his son Josiah Frost Jr. a difficulty arose between Meshack and Isaiah and John Neff, I was called upon as an arbitrator between them to settle the dispute in connexion with Michael C Spigg and Andrew Bruce, at that time we estimated the whole coal under Josiah's part to be worth four thousand five hundred dollars, and allowed Meshack Frost, Isaiah Frost and John Neff fifteen hundred dollars each, which sum was paid them by Mr. Skinner, at this time I considered the value to be four times as great, I should consider the value of Meshack Frosts and Isaiah Frosts to be equally as great if they had the right of way through Josiah's part.

To the additional interrogatory on the part of the complainant He answers and says, I should not consider it to be worth one fourth as much as Josiah's part without the right of way.

Geo. McCulloh. J. Marshall, Commissioner

Last Commission No. 3 page.

Additional interrogatories to be propounded to J. L. Skinner.

Int. 1st Please state the conversation which occurred between yourself and Isaiah Frost at the time you were purchasing for Williams & Harryman of John Neff the land contained in com-