Conversion of his ownership, in the said lands into an interest in the said Stock is a fraudulent device for the purpose and with the design of evading the jurisdiction and process of this Court.

And the plaintiff further says, on information and belief, that the aforesaid Stock in said Company to which the said Sherman became entitled as part consideration for the sale by him and Dean to the said Company is in the possession or control of the said defendant Sherman, and that other portions of the Stock of the said Company are in his possession control or custody; and that the aforesaid contract of transportation in behalf of the plaintiff, made as aforesaid with the said Sherman and Dean and also the aforesaid assignment of, or agreement with respect to the same, made with the Company are in the possession custody or control of the said Sherman, and that the aforesaid conveyance made as aforesaid in behalf of the plaintiff, to the said Sherman and Dean and the aforesaid conveyance from the said Sherman and Dean to the said Company, are also in the possession, custody or control of the said Sherman.

And the plaintiff says and charges, that the said defendant, The Hoffman Steam Coal Company; of Allegany County, had, before the execution and delivery to said Company of the aforesaid deed by the said Sherman and Dean, and before its agreement to purchase the lands thereby conveyed, and before the formation of any contract whereby the said Company was to acquire or enjoy any of the advantages conferred by the said contract for transportation, and that the said defendant Dean also had, before he entered into the purchase of the said lands, or into the said contract for transportation, full notice of the frauds in said sale and in the procurement, origin, formation, execution and delivery of the aforesaid deed and of the aforesaid contract for transportation from the plaintiff, to the said Sherman and Dean, which are herein alleged and set forth; and of all the facts in respect thereto, which are herein alleged and set forth.

And the plaintiff further says, on information and belief, that the said Sherman and Dean mined and took from the said lands, conveyed as aforesaid about 21 000 tons of coal antecedent to May 1st 1857 and about 26 000 tons of coal between that time and May 1st 1858; and between May 1st 1858 and August 1st 1858, about thirty two thousand tons, and since the last mentioned time have mined and taken directly or through the said Company, about fifteen thousand or twenty thousand tons of coal, making in all from ninety five thousand to one hundred thousand tons of coal, and have sold the same and applied the proceeds of such sale to their use and benefit, and that the said Sherman and Dean, directly or through the said Hoffman Steam Coal Company, and that the said Company are continually removing coals from the said lands, and converting the same to their own benefit.

And the plaintiff further says, on information and belief, that the whole amount which has been invested in improvements, upon the said Hoffman mines and lands, beyond the eleven thousand two hundred dollars paid as aforesaid by the plaintiff, does not exceed five thousand dollars; and that the whole amount of interest claimed to have been

paid by the said Sherman and Dean, on the one hundred and twelve bonds assumed by the said Sherman and Dean, (exclusive of one half year interest charged to the said Sherman, as hereinbefore mentioned) does not exceed the sum of six thousand seven hundred and twenty dollars ($6.720), and that the profits derived from the sale of the aforesaid coal largely exceed the said two amounts, and the whole amount of moneys invested in or about the said mines and property by all the said defendants.

And the plaintiff further says, that the stockholders of the plaintiff have contributed and paid into the treasury the sum of $243.763 for the purpose of paying its floating debt, removing the said deed of trust, and enabling it to resume business; and that nearly or quite all the said floating debt has been paid, and the plaintiff has resumed its business.

And the plaintiff further says, that the said plaintiff hath filed a bill in Equity, in the Supreme Court of the State of New York against the said Sherman and Dean, and the said Hoffman Steam Coal Company wherein the facts hereinbefore stated are alleged, and wherein the said Court is prayed to enjoin and restrain the said defendants from any further act by them in, upon or with reference to said lands, or with reference to the said contract for the transportation of coal, or with reference to the stock of the said Hoffman Steam Coal Company, and that the said deed of 22d April, 1856. and the said contract of transportation, of the same date, and the said conveyance from the said Sherman and wife, and the said Dean, to the said Hoffman Steam Coal Company may all and each be declared void and vacated and annulled; and also for an account by the said defendants of all sums due by them to the said plaintiff, growing out of the transactions aforesaid and for a decree against the said defendants, for the amounts due by them respectively, upon such accounting and for such further and other relief as might be suitable to the nature of the case and agreeable to Equity, in which said suit in Equity the said injunction hath been granted and served upon the said Sherman and Dean personally, and upon the said Hoffman Steam Coal Company, in so far as the same can be effectually served upon the said Company, which is a corporation created by the general law of incorporation, for mining purposes, of the State of Maryland by notice thereof, at its office, or place of business in the City of New York; to which said suit in Equity the said Sherman and Dean have appeared, but the said Hoffman Steam Coal Company claim that it hath not appeared.

And the said plaintiff further says that the said Sherman and the said Dean being residents within the jurisdiction of the said Supreme Court, and amenable in their persons and property to the process of the said Court, whatever decree may be passed against them in the said ~~suit~~ in said Court, fixing upon them a pecuniary indebtedness to the said plaintiff, may be effectually enforced by the process of the said Court; but inasmuch as the said Hoffman Steam Coal Company is a corporation whose place of principal existence is in the State of Maryland where the lands lie which constitute the subject matter of its business, and inasmuch, as the final relief sought by the said plaintiff, by the vacating of the said fraudulent deed and agreement can only be effectual by a decree in rem, in respect to the said lands, obtained in this Court, within