where jurisdiction the said lands lie, the said plaintiff has been advised to the filing of this bill, as the proper mode of obtaining full relief, in respect to said lands, to be treated either as auxiliary to the same bill in the Supreme Court of New York, or as a bill for substantive and independent relief, upon the facts herein before set forth, and which the said plaintiffs are ready to prove in this suit. All which acts and things on the part of the said defendants are contrary to Equity and good conscience and tend to the manifest wrong and injury of the said plaintiffs.

In consideration whereof, and forasmuch as the said plaintiff can only have adequate relief in this Court, where matters of this nature are properly cognizable and relievable, and where the final and specific relief sought by the said plaintiff, in respect to the lands and other property which constitute the subject matter of this suit, can only be had.

To the end, therefore that said Allen M. Sherman, William B. Dean, and the said Hoffman Steam Coal Company may answer the premises, and that, pending this action the said defendants Sherman & Dean and each of them, and the said defendant, The Hoffman Steam Coal Co. of Allegany County, and its directors officers and servants, and each and every of them, be enjoined and restrained by the injunction order of the Court, from selling & conveying or in any manner parting with or encumbering the lands described in the said conveyance from the plaintiff to the said Sherman and Dean, bearing date on the 22d of April 1856 or any part of the said lands, or any interest or right in the said lands, or in any part thereof, and from mining or taking therefrom any coal or carrying away, transporting, or selling any coal being the product thereof, or collecting or receiving any proceeds or avails of the sale of any coal being the product thereof, and from in any manner using or interfering with the said lands or any part thereof, or with the coals or other products thereof: and also from assigning, transferring or in any manner parting with the said contract for transportation between the plaintiff and the said Sherman & Dean, bearing date on the 22d of April 1856, and from granting or conferring any rights under the same: and from instituting any action or proceeding in any Court, or making any application to any other authority for the purpose of enforcing the said contract, or any rights acquired or claimed by virtue thereof, or for the purpose of recovering any penalty, or liquidated or other damages by reason of any alleged breach thereof: and from doing, attempting to do or in any manner interfering with the said railroads of the plaintiff or any part thereof, or the use of the same.

And that the said defendant, Sherman & Dean, and each of them, be further enjoined and restrained from doing any of the aforesaid acts or things by or in the name of the said Company: and from assenting to allowing or suffering any of the aforesaid acts or things to be done by or in the name of the said Company: and also from assigning, transferring, or in any manner encumbering or parting with any share or shares of stock in the capital of the said Company which may have been issued to them, or either of them or to which they, or either of them, are or may be entitled, or any interest in such stock or in the said Company: and from parting with the

possession, control or custody of the aforesaid deed of conveyance from the plaintiff or the deed of conveyance of the lands therein described, made by the said Sherman and Dean to the said Company, or of the aforesaid contract of transportation, or of any duplicate thereof, or of any assignment thereof, or agreement in respect thereto made by the said Sherman and Dean, or either of them, to or with the said Company.

That the aforesaid contract of transportation, made as aforesaid, in behalf of the plaintiff, with the said defendants Sherman and Dean, dated April 22d 1856. be adjudged to be fraudulent and void; and decreed to be delivered to the plaintiff to be cancelled; and that all assignments thereof, or of any rights or interests by virtue thereof, made by the said Sherman and Dean to the said defendant, The Hoffman Steam Coal Company of Allegany County, be likewise adjudged to be fraudulent and void and be decreed to be delivered to the plaintiff to be cancelled.

That the aforesaid sale and conveyance of lands made as aforesaid, in behalf of the plaintiff, to the said defendants Sherman and Dean, by deed bearing date on the 22d of April 1856, and the aforesaid conveyance of the said lands, made by the said Sherman and Dean to the said defendant, The Hoffman Steam Coal Company of Allegany County be adjudged to be fraudulent; and that a reconveyance thereof by the said Company to the plaintiff be decreed upon such terms as shall seem to the Court agreeable to Equity: and that it be also decreed upon like terms, that the said defendants, Sherman and Dean, and each of them assign, transfer, convey and deliver to the plaintiff, all the shares of stock in the said Company which they, or either of them have received, or which they, or either of them have become or may become entitled to, and all rights or interest in the said stock or the said Company which they, or either of them have acquired, as the consideration in whole or in part of the aforesaid lands.

That the said defendants and each of them be decreed to account for the coal which they have removed from the said lands, and the proceeds thereof which they have respectively received, and to pay the net proceeds thereof, as well as other rents, issues, and profits of the said premises, with interest, to the plaintiff: and that the plaintiff have such other and further relief as may be suitable to the nature of the case, and agreeable to Equity.

May it please your Honor to grant to the said plaintiff an order of publication, giving notice to the said Allen M. Sherman and William B. Dean, who are now residents of the State of Maryland but reside in the State of New York, of the substance and effect of this bill, and requiring them to appear in this Court in person or by Solicitor on or before a certain day to answer the premises, and show cause if any they have, why a decree should not pass as prayed, and also the writ of injunction against the said Allen M. Sherman, William B. Dean, and the said Hoffman Steam Coal Company, restraining and strictly prohibiting them and each of them from selling or conveying, or in any manner parting with or encumbering the lands described in the said conveyance from the plaintiff to the said Sherman and Dean, bearing date on the 22d of April, 1856, or any part of the