the Stock my firm at such Election, at the time of giving that proxy I was not aware of the conveyance that had been made to Sherman & Dean of the Hoffman Mine property, or of the transportation contract that had been made with them, at that time I was not aware of any of the transactions which have since been charged by said Company upon Sherman and Dean as fraudulent; that conveyance or conveyance has never since been ratified by my firm. I never heard of it previous to its lately coming to light, it has not been authorized by any of my firm nor has its ratification ever been authorized by any of my firm.

J. Warren

Being Cross Examined by Judge Sherman, he says my firm prior then Brokers in Wall Street & continued to be such. We dealt in Stocks generally. I have no idea of the amount of Cumberland Stock we then owned, nor how long we continued to hold it, I can tell you without referring to my books, whether we held it in our own right or for customers, it may or it may not have been for our customers. We are in the habit of changing Stock in the books frequently, that is completely the case I was not in the habit of looking into the business of the Company whose Stock we held. I cannot now state what authority the proxy in question did contain, my firm are now Stockholders in the Cumberland Coal & Iron Company.

Subscribed and sworn to before me this 5th April 1859. John Bispell, Commissioner for Maryland } J. Warren.

State, City & County of New York, ss.

Alfred Lockwood of said City of the age of 29 years, being duly sworn on the part of the Complainant & examined says, I am one of the firm of Green & Lockwood in liquidation, that firm were Stockholders of the Cumberland Coal & Iron Company at the time of the Stockholders meeting in June 1857, We were then Brokers, I believe we then gave Joseph Sperry proxies to vote at that meeting, at that time I was not aware of any business to be transacted at that meeting than the Election of officers & Directors, my proxies were given for the purpose of voting at that Election, at the time of that meeting I was not aware of the existence of a contract for the sale of the Hoffman Mines, nor of any transportation contract with Sherman & Dean, I was not aware of any of the transactions of Sherman & Dean which have since been alleged by the Company to be fraudulent, I have not, and I am not aware, that my firm have ever ratified or authorized any other person for us to ratify or recognize said Conveyance or contract

Alfred Lockwood

Being Cross Examined by Judge Sherman he says, our firm were Commission Stock Brokers in Wall Street, dealing in Stock generally without confining ourselves to any particular Stock, we were constantly changing Stocks, buying & selling every day, as a general thing we were not in the habit of looking into the Meetings & business of the Companies in whose Stock we dealt, I think our firm held Stock or had Stock standing in its name, at the time of the meeting in June 1857, about Stocks of. I cannot now say, that we held any Stock ourselves at that time, the proxy referred to I cannot state word for word, but it was such as are

generally given at the regular annual meeting of Stockholders, I think our firm are now Stockholders in said Company, I believe we are.

Subscribed & sworn to before me this 5th April 1859. John Bispell, Commissioner for Maryland } Alfred Lockwood

State, City & County of New York, ss.

William J. Anderson of the City of Brooklyn of the age of 40 years being produced by the Complainants & duly sworn & Examined says that I carry on the wholesale business in Straw Goods in the City of New York at No 65 Broadway with Nathan G. Brown, under the firm name of W. J. Anderson & Co that I am well acquainted with William B. Dean, one of the defendants in this action, I have known him 8 or 9 years last past, during the whole of which period, he has resided in the City of New York or in Brooklyn that said Dean is now Employed by our firm as Bookkeeper & receives therefor a Salary of $1000 a year with a promise of an increase thereon on a certain contingency, but he has never received more than $1000 a year, said Dean has no other interest in the business of said firm than his Salary & is engaged in no other business to the knowledge of Deponent, that in fact his sole sources are expected by said firm in consideration of his Salary, that said Dean has been so employed by said firm upon a Salary for a period of about a year, prior to which he was in the Employ of Carpenter & Co as a Clerk upon a Salary, that firm was in the same business as ours that said Dean is about 23 or 24 years old & now resides in New York, that I know of no property real or personal belonging to said Dean, that I first saw the defendant Sherman, about two years ago at the Store of Carpenter & Co 373 Broadway, he was introduced to deponent by Mr William Pettit, who at that time held a desk in that Store

W. J. Anderson.

Robert P. Getty of Yonkers, doing business in the City of New York of the age of 49 years, being produced by the Complainant & duly sworn says that he is not a Stockholder of the Cumberland Coal & Iron Company, I was Elected President of that Company on the 7th of June 1858 & continued such till 15th October 1858, about that time of my said Election I was informed that Mr Andrew McCaffey the late President of that Company & Mr William Schley, thought that an amicable arrangement could be effected with Mr Sherman in respect to the lands & transportation contract which had been made to him & William B. Dean & it was suggested as more delicate & expedient to communicate with Mr Sherman through Mr Schley, I was desirous to bring about if possible a restoration of the lands conveyed to said Sherman & Dean, & a cancellation of the transportation contract without a resort to legal proceedings; after informal consultation with the Directors, Mr Selden was requested to communicate with Mr Schley on the subject, I was informed by Mr Selden who was at that time a Director and Counsel of the Company, that Mr Schley said he would on his return to Baltimore give a way for direct communication with Mr Sherman, the negotiations thus commenced, continued by correspondence between Messrs Selden & Schley & letters written by