To 16th Cross Interrogatory. The Expectation was that with the addition by working Early and Late, which transportation facilities would be Equal to the demand. Prior all Since, It was not required Solely with a view to carry its own Coal, there was unquestionably a view to accommodate the Hoffman Mine Coal.
To the 17th Crop Interrogatory. They had barely Cars Enough, with some few that were hired, but not Sufficient Coaling power.
To the 18th Cross Interrogatory. They had not.
To the 19th Crop Interrogatory. I would have considered the property too high without the transportation Contract, with it I think it was a fair price, but without it, I do not believe it Could be Sold at all.
To the 20th Crop Interrogatory. The most active persons were Mr Holbrook, H. B. Lomis, Joseph Popp, Francis Floyd and myself.
To additional Cross Interrogatories on the part of the defendant.
First the Contract spoken of is in writing, and was in the possession of the Complainant, as long as I was its President, and when I left the service of the Company I left it there. It is one of the two agreements mentioned in the proceedings already referred to.
Second. I desire to be understood as combining the whole together as well the consideration in the two agreements as in the deeds.
Third. They stood very low.
Fourth. It ranged from twenty Seven to thirty six per cent

Edward H. Lomis, witness produced on the part of the respondent being first duly sworn by me.
To the first Interrogatory, I have been Secretary of the Cumberland Coal and Iron Company from April 1852 to November 1858. The book now shown me is the book of the Original proceedings, both of the Directors, and Stockholders of the said Company since May 1852, They are in my hand writing from the Commencement to page 203 with a few exceptions.
To 2nd Interrogatory. At a meeting of the board of Directors held March 7th 1855, Action in relation to the subject referred to in the interrogatory which is fully stated on page 122 in said book by which a Committee was appointed.
To 3rd Interrogatory. The Committee made a verbal report in May 22nd 1855 to a meeting of the board of Directors which is found stated on page 127 of said book.
To 4th Interrogatory. There was an other Committee appointed in relation to the same subject Matter, at a meeting held on the 5th June 1855 and a minute of the same is found on page 134 of said book, said Committee consisted of A. M. Sherman and A. Mehaffey.
To 5th Interrogatory. They did at a Special meeting held of the board of Directors in July 11 1855, which is recorded on page No 138 in said book which report was accepted and the Committee discharged.
To 6th Interrogatory. There was further action at the same meeting of July 11th 1855 which action is fully recorded in said book at page 139 and 140.
To 7th Interrogatory. The President did Endeavour to effect a contract for an Extension of said bonds with the then bondholders thereof, but failed in so doing.
To the 8th Interrogatory, There was a contract made with A. M. Sherman in September 1855, for the Extension of the time of payment of the whole of said

bonds for the period of Eight years from the time of their maturity which was on the 1st of January 1856.
To the 9th Interrogatory. I supposed they were brought by the owners, I had nothing to do with it.

Cross Examined on the part of Complainant.
To 1st Cross Interrogatory. I do know Mr Dean not to Exceed one year. I do not know what his occupation was at the time of sale.
To 2nd Cross Interrogatory. Not to my knowledge.
To 3rd Cross Interrogatory. It is correct abstract from the book of minutes, and the persons therein stated, and the persons therein stated to have resigned their offices in said Company, did so resign at the time stated therein.
To 4th Cross Interrogatory. It was passed and offered as appears in book of minutes on page 142 of said book.
To 5th Cross Interrogatory. It is impossible for me to tell without the books, which I have not before me.
To 6th Cross Interrogatory. The report from page 132 to 1331 was made and is Entered on the book of minutes on page 179.
To 8th Cross Interrogatory. They are correct so far as they are quoted and are Entered on pages No 189 and 199 of the said book. Mr Mehaffey was present when said resolutions were passed. When the resolutions were read and before their passage Sherman was present, but he resigned and left the meeting before they were passed.

Additional Interrogatories to Mr Lomis on the part of the defendants.
No 10. I know that Sherman & Dean did pay to the Complainant money for interest, on one hundred and twelve of its bonds for $1000. Each the interest was due on the 1st January & July in Each year. I can say whether the interest was paid in Cash for the whole period. My impression is that once the interest for six months was charged to A. M. Sherman's loan account, but at that time the Company was indebted to Sherman on that account at other times I know it was paid in Cash, I know that the interest on these 112 bonds was settled with the Company up to and including January 1858, in July 1858. I know that Sherman tendered the interest on these bonds of the said Company, at the office of the Company, but its officers refused to receive it.
To 11th Interrogatory. I know that prior to the resignation of Sherman, he called for the reading of the report of the Committee as recorded in said book on page 179, it was read, and Sherman then stated, that said report was not as he understood it and that prior to signing it Mr Gwill, promised to correct the objectionable clause therein, and Judge Sherman supposed it was so corrected, and so stated to the board in the presence of Gwill, and that he now found, that it was not corrected. Sherman then used some harsh language in reference to the transaction. My impression is Gwill said that he was smart Enough to carry out any thing or words to that Effect.

Mr Mehaffey Examined by defendants.
Before proceeding this witness desires to correct his testimony to one of the Crop Interrogatories. I think I stated that the Aster Road was