James.

Fifth Interrogatory. When Mr Pelot spoke to you and suggested the purchase of the property, as stated in your answer to the eighteenth Interrogatory, did or did not his statement to you of the price to be paid and the property to be purchased, include facilities in the way of transportation and the amount of coal to be furnished by the Cumberland Coal and Iron Company as part of the sale of such land.

Answer, Yes Sir. A contract for transportation was to be a part of it.

Sixth Interrogatory, At the time of the purchase of the lands, were you aware of the fact, if such was the fact, that Mr Pelot was familiar with the Coal trade of Allegany County and had your confidence in his opinion.

Answer, I had great confidence in him, and knew he had frequently been to that region.

Seventh Interrogatory. When in your answer to the 9th Cross interrogatory you speak of the Execution of papers, State if you please whether you mean the Deed of April 25th 1856, Executed by the Company to yourself, and Sherman and the Contract for transportation of that date.

Answer. I mean that Deed and Contract, and the notes that were given at the time by Sherman and myself to the Company.

Eight Interrogatory, Have you repaid to Mr Pelot the money borrowed by you of him, as stated in your answer to a cross interrogatory.

Answer, I have repaid him.

Ninth Interrogatory, Is Mr Pelot now the President of the Union Steam Company.

Answer He is not.

Tenth Interrogatory, How long after Mr Pelot gave you his due bill on Baltimore for what was to be the Cash payment for your Stock did he pay the same.

Answer. It was within three or four days.

Again Cross Examined for the Complainant.

Fifteenth Cross Interrogatory, State what sums did you expect to pay the balance for 112,000, which in the purchase of the lands you agreed to pay.

Answer From the working of the property.

J. Brooke Postley, a witness of lawful age, produced on behalf of the Defendants being by me first duly affirmed, having conscientious scruples against taking an Oath, being examined on the following interrogatories by him propounded, in that behalf, deposeth and saith as follows that is to say.

First Interrogatory. Do you at this time sustain any relation to the Hoffman Steam Coal Company of Allegany County, as an Officer or as a Stockholder or in any other way.

Answer. No Sir.

Second Interrogatory. Did you at any time, and during what period sustain any relation to the said Company as an officer of said Company and what office did you hold and what period did you hold such office.

Answer. I was the President and a Director of that Company from the day of its organization until this day, I am not now.

Third Interrogatory. State if you please, whether or not you become one of the persons who originally subscribed for Stock in said Company at the time of its organization.

Answer, I was Sir.

Fourth Interrogatory. Did you in addition to the Stock for which you subscribed as stated in your answer to the third interrogatory become the owner of any other and what number of shares, and from whom did you obtain such additional shares, and under what contract or agreement.

Answer, I received 1,860 shares from William B. Dean on the 20th August 1858 in pursuance of and in conformity to an agreement previously made to sell. On the 10th of September 1858 I purchased 500 shares from Judge Sherman, and yesterday 1,075 shares from James Kain.

Fifth Interrogatory. You have said in answer to previous interrogatory that you obtained 1,860 shares from William B. Dean on the 20th of August 1858, in pursuance of and in conformity with an agreement previously made. You are now requested to say whether such agreement previously made between you and the said Dean was verbal or in writing, if in writing produce the same.

Answer. It was verbal, I sought him, to endeavor to induce him to sell to me, his individual portion of the land in question, being three Eighths thereof. I mean three Eighths of the entire purchase from the Cumberland Coal and Iron Company consisting of the land and of the contract for transportation. The result of our interview (we had more than one, I think we had two) was that he stated to me, that he and his Co-tenant Sherman, were about forming a Company, and he agreed to sell to me, when that Company should be formed the stock, reserving to himself ten shares. I told him that I preferred purchasing the interest he offered that it could not make much difference to me whether I purchased the interest in the stock, but that it might make some difference to him (Dean) as in selling his interest he might cut himself off from an existing claim for profits, which he claimed as already accrued from the working of the mines. We finally agreed that the Company should be formed, and that I should take the stock at the price agreed between us.

Sixth Interrogatory. At the time you and Dean finally agreed that you would purchase the stock when the Company should have been formed, as mentioned in your answer to fifth interrogatory had you any knowledge or information that Allen M. Sherman was a Director of the Cumberland Coal and Iron Company at the time the contract was made by him and Dean with said Cumberland Coal and Iron Company for the purchase of the lands described in the Deed dated the 25th of April 1856, a copy of which is now shown you Marked "Exhibit No 1" of the answer of the Defendant the Hoffman Steam Coal Company of Allegany County and of the contract of transportation dated the same day and marked Exhibit of the same Defendant now also shown to you.

Answer. I had no knowledge whatever of it, I was not acquainted with him, and knew nothing of him except that I knew there was such a gentleman in the City. I also knew he was a great purchaser with Dean of the lands and transportation contract in question I think the first time I saw him was in the City of Baltimore on the 20th August 1858.

Seventh Interrogatory. Look at the paper now shown to you and marked Exhibit No 1. of the answer of the Hoffman Steam Coal Company