statement then made by the said Mehaffey; that the said Sherman had negotiated the extension of the said 467 Bonds of $1,000 each, until the first of January, 1864, at a cost to the company of twenty per cent discount on the par value thereof.

That the said Mehaffey, in his annual report to the stockholders, dated June 9th, 1856, and printed and published, repeated the said representation in the following words:

"The bonded debt of $467,000, (originally $825,000) due 1st of January last, was extended eight years from that date, at an average of 80 per cent."

That the said Sherman was cognizant of, and a party to the making of the representations made as aforesaid, at the said meeting of the directors, or in said report:

That the said representations were deceptive and fraudulent, that 280 of the said bonds were extended with Brown Brothers & Co. and George Brown; and about forty-five others, likewise with the parties then holding them, making 325: that about twenty-nine of the residue were immediately re-sold to other parties; and sixty were extended by the Browns for one year; that in effecting the said extension of 325 bonds, Lowell Holbrook was largely instrumental and was paid one bond for his services; that sixty-three of the said bonds were not sold at all by the said Sherman, as as in respect to them to consummate the transaction; that as to the residue, the said Sherman's services in negotiating them were limited to sacrificing them, when he had in his hands more moneys of the plaintiff than the said bonds, after all deductions and charges, produced; and that the said Sherman did not, in fact render the services or incur the risk, nor did the plaintiff receive the benefits contemplated by the said resolution.

2. That there are no specifications of the facts in regard to the alleged loss on a sale of bank stock belonging to the said Sherman, claimed to have been made for the benefit of the plaintiff; that the said sacrifice, if made, was not made on account or for the benefit of the plaintiff; that at the time such pretended sacrifices were made to enable the plaintiff "to meet his obligations promptly" the said Sherman had in his possession or use large sums of money belonging to the plaintiff besides the money received by him from Ann Pauch; and as a trustee of the said plaintiff has no equity for any such allowance.

3. That there are no specifications of the services or expenses, for which the item of $4,500 was allowed; nor have any such specifications or any bill or voucher been at any time rendered to the plaintiff, and that the said allowance is unauthorized and fraudulent.

And the plaintiff further says that all the entries in the said South Class were made clandestinely and without the knowledge of the board of directors of the plaintiff, notwithstanding the said board was then frequently in session; and that the making of the entries was studiously concealed from the said Board; and was in fraud of the rights of the plaintiff; and that the said Sherman was not and is not entitled to the credits thereby given to him.

And the plaintiff further says, that the aforesaid transportation contract is of a character so grossly improvident and unreasonable on the part of the company and so unconscientious and fraudulent on the part of the said Sherman and

Dean; that its provisions are so inequitable in their nature, as to render the entering into it by an officer of the company — acting in its behalf, charged with the obligation to inform himself, and entrusted with the authority to decide upon the terms of the said contract — a breach of official trust and duty.

And the plaintiff further says that in order to transport coal from the mines worked in the lands embraced in the aforesaid conveyance, and known as the Hoffman mines, to the wharf recently constructed, and now used by the plaintiff for shipment by way of Chesapeake and Ohio Canal, it is necessary to pass over —

1st The branch from the Hoffman mines to the plaintiff's road, which is a distance of from 1 and 1/8 to 1 and 1/4 miles, say over		1¼ miles
2nd The plaintiff's road, about,		9 "
3rd Of the Cumberland and Pennsylvania Railroad,	8,250 feet	
Of the Baltimore and Ohio Railroad	6209 "	
	14,459 feet, say	2¾ "
		12¾ miles

Besides the track upon the wharf, and other fractions, making about thirteen miles.

That in practice the distance which the coal is moved is somewhat greater, in making the connection between the branch and the main railroad.

That for such right of passage the said plaintiff is compelled to pay to the Cumberland and Pennsylvania Railroad Company, two cents per ton; and to the Baltimore and Ohio Railroad Company, one cent per ton.

That the actual expenditure for moving coal upon the wharf and dumping it into boats is not less than one and one-half cents per ton, without making any provision for the repairs or renewing of the wharf, or for the interest on its original cost or the reimbursement of that cost.

That before the erection of its present wharf, the plaintiff was accustomed to pay about five cents per ton for the use of a wharf affording accommodations far inferior to its present, and three cents per ton for labor in shipping making the whole expenses of shipment eight cents per ton; that the usual charge for such inferior accommodation at all the wharves other than the plaintiffs, was and is about five cents per ton, and three cents per ton for labor, making the whole expenses for shipment, eight cents per ton; that the wharf recently erected by the plaintiff, has the advantage over all others now used, in being on the canal a considerable distance below the others, and of saving the necessity of poling the boats down to the canal, through a pool for a considerable distance, and of inconvenient and less safe navigation; that this advantage has been supposed sufficient to give a preference with the boatmen, and has been repeatedly represented to the plaintiff by the said Sherman and the said Mehaffey, to be worth five cents per ton.

That the said wharf and the fixtures and machinery connected with it have cost the plaintiff more than sixty-one thousand dollars ($61,000.)

That the use of the said wharf imposes the necessity of passing over the one and one fifth miles of the Baltimore and Ohio Railroad, with the cost of transportation for that distance, and the charge of one cent per ton, by that company, for the right of transit.