produce, was alienated, the ability of the company to earn the said profits was parted with; that the exchange of such profits in any business it was capable of doing for five cents per ton profit on transportation, if any such profit had been reserved, or even for the whole net amount which the said contract provided as a compensation for the transportation, exclusive of cars, would so far as it went, disable the company from earning an income adequate to to carrying on its business as a transporter or producer of coals, and from earning an interest in its investment; that they well knew that, in fact, no profit on the transportation was reserved by the said contract; and that said alienation was totally without equivalent, and tended to, and, so far as it operated, would work the absolute ruin of the said company.

8 That the said Sherman and the said Mehaffey falsely and fraudulently mis-represented the whole nature, operation and effect of the said sale and contract upon the business and interests of the plaintiff.

And the plaintiff further alleges, that the aforesaid sale of lands, and the aforesaid Deed of Conveyance and contract for transportation made in behalf of the plaintiff to the said defendants, Sherman and Dean, and bearing date on the 22nd of April, 1856, and the execution and delivery thereof, were procured by the aforesaid and other fraudulent devices and practices.

And the plaintiff further says, that the said Sherman, with S. Brook Postley, of the City of New-York and Samuel L. Shoemaker, James Boyce and William H. Ballard Johnson, of the City of Baltimore, in the State of Maryland, did on or about the 19th of August, 1855, as the plaintiff is informed and believes, organize an incorporation, under an act of the General Assembly of the State of Maryland, passed at the January session, 1852 chapter 322, entitled "An act to authorize the formation of corporations for mining purposes" And the plaintiff further says, that the name of the said corporation is "The Hoffman Steam Coal Co of Allegany County;" and that the said corporation is the same corporation which is by that name made a defendant in this action: that the said defendant, Allen W. Sherman, and the said S. Brook Postley, Samuel Shoemaker, James Boyce, and Wm. H. Ballard Johnson, were designated by the articles of association, or act of incorporation, as the first directors; and became and are the directors of the company; and that the said company, sells its coal principally, and has an agency for the sale of coal, in the City of New-York; and has coal and credit for the proceeds of coal and property in the said City; and that its administration is conducted, controlled and directed by the said Sherman, who has an office for that purpose in said City, and is a resident of the State of New-York.

And the plaintiff further says, that the said Sherman and Dean, with Martha P. Sherman, wife of the said Sherman, did, on or about the 20th of August, 1857, execute and deliver to the said "The Hoffman Steam Coal Company" a conveyance of the aforesaid lands, a certified copy of which is herewith filed, marked Plaintiff's Exhibit C, and which the said plaintiff prays may be taken as a part of this bill; and that the plaintiff is informed and believes the said Sherman and Dean executed and have delivered, or are about to execute and deliver to the said company, an Assignment of the aforesaid contract

for transportation or other instrument purporting to impart to the said company rights under or by virtue of the said contract.

And the plaintiff further say, on information and belief, that the said Sherman and Dean became subscribers to four thousand nine hundred and ninety shares out of the five thousand shares, of one hundred dollars each, which compose the capital stock of the said company; that the said Sherman became a subscriber for about five eighths of the said shares, and the said Dean for about three eighths of the said shares; and that the other ten shares were nominally taken by other parties, for the purpose of enabling the said parties to participate in the formation of the said company, and become directors thereof; but that in fact the said Sherman retained his interest, and the said Dean retained his interest in the form of stock issued, or to be issued, of the said company, and in the same proportion, or about the same proportion, in which they were formerly interested in the aforesaid conveyance and contract, or the subject matter thereof, to them made in behalf of the plaintiff, as hereinbefore set forth; and that the said Sherman has an interest in the said company, embracing a major part of the whole capital stock thereof, and is an Officer as well as director of the said company, and has and exercises entire practical control of the said company; and that the said change or conversion of his ownership in the said lands into an interest in the said stock is a fraudulent device for the purpose and with the design of evading the jurisdiction and process of this Court.

And the plaintiff further says, on information and belief, that the aforesaid stock in the said company to which the said Sherman became entitled, as part consideration for the aforesaid sale by him and Dean to the said company, is in the possession or control of the said defendant, Sherman, and that other portions of the stock of the said company are in his possession, control or custody; and that the aforesaid contract of transportation on behalf of the plaintiff, made as aforesaid with the said Sherman and Dean, and also the aforesaid Assignment of or agreement with respect to the same made with the company, are in the possession, custody or control of the said Sherman; and that the aforesaid conveyance, made as aforesaid in behalf of the plaintiff, to the said Sherman and Dean, and the aforesaid conveyance from the said Sherman and Dean, to the said company, are also in the possession, custody or control of the said Sherman.

And the plaintiff says and charges that the said defendant, The Hoffman Steam Coal Co of Allegany County, had, before the execution and delivery to said company of the aforesaid Deed by the said Sherman and Dean, and before its agreement to purchase the lands thereby conveyed, and before the formation of any contract whereby the said company was to acquire or enjoy any of the advantages conferred by the said contract for transportation, and that the said defendant, Dean, also had, before he entered into the purchase of the said lands, or into the said contract for transportation, full notice of the frauds in said sale, and in the procurement, origin, formation, execution and delivery, of the aforesaid Deed, and of the aforesaid contract for transportation from the plaintiff to the said Sherman and Dean; which are herein alleged and set forth, and of all the facts in respect thereto, which are herein alleged and set forth.