is partially set out as Exhibit G, annexed to the complainant's bill, but which is fully and accurately set forth as Exhibit B, hereto annexed.

This respondent further says that the said sale was, at the time thereof, well known to the Directors and to many of the stockholders outside of the said direction, and was fully discussed, and the same was formally announced by the President to the Board of Directors, at a regular stated meeting thereof, held at the office of the complainant, on the second Tuesday of May, 1856, being the 13th day of said May, (which said meeting was held pursuant to notice by the Secretary to all the Directors) and the said Deed and contracts were read to the said meeting, by the said Secretary, and were considered and adopted, and ordered to be placed on the files of said complainant, and where, as deponent believes, placed on the files of said complainant by the said Secretary, pursuant to the said resolution — of which said resolution, so passed unanimously at said meeting of the 13th of May, the following minute was entered:

"The President stated that a sale of certain portions of the lands of "the Company had been effected with A. M. Sherman and Wm B. Dean, "and in conformity with authority and instructions given by the Board at "a meeting held December 11th, 1855, a Deed of Conveyance, together with "two agreements, had been executed on the part of the Company to said "Sherman and Dean, each bearing date April 22nd 1856, all of which "were read by the Secretary; and, after explanation, the acts of the President "and Secretary were by the Board unanimously approved, and a copy of "the Deed, together with the agreements entered into, directed to be placed on "file for future reference"

This respondent further answering says, that in carrying out the said purchase and the terms thereof, on behalf of this respondent and his said co-defendant, Dean, they, this respondent and said Dean, at the time of the delivery to them of the said Deed of Conveyance and said agreements, paid to the complainant the sum of one thousand dollars in cash, and made and delivered to the complainant, for the balance of the $28,000 agreed to be paid, as in said Deed specified, their three promissory notes for $9,000 each, dated respectively April 22nd, 1856 of which said notes the following are copies:

"$9,000 New York, April 22nd, 1856

"On the first day of June next, we promise to pay to the "Cumberland "Coal and Iron Company" or order, nine thousand dollars for value received, "at their office, No. 90 Broadway.

"A. M. Sherman
"W. B. Dean"

"$9,000 New York April 22nd, 1856.

"For value received, on the first day of December next, we promise to "pay to the Cumberland Coal and Iron Company, or order, nine thousand "dollars, with interest from the first day of July next, at the rate of six per "cent. per annum, at their office, No 90 Broadway.

"A. M. Sherman
"W. B. Dean"

"$9,000 New York, April 22nd, 1856.

"For value received, on the first day of March, A. D. 1857, we promise "to pay to the Cumberland Coal and Iron Company, or order, nine thousand "dollars, with interest from the first day of July next, at the rate of six "per cent. per annum, at their office, No. 90 Broadway

"A. M. Sherman
"Wm. B. Dean"

Which said cash, so paid as aforesaid, and said three notes so delivered as aforesaid, were received and accepted by the said complainant, as a full and complete payment of the cash payment so agreed by this respondent and said Dean, to be made by them to the complainant on said purchase, and acknowledged by the complainant, in and by said Deed of Conveyance, to have been paid to it.

This respondent says, that on the next day, to wit, the 24th of said April, the said complainant, by its said Secretary, made and delivered to this respondent, a receipt for said payment, of which the following is a copy:

Office of the Cumberland Coal and Iron Company
corner of Broadway and Wall street
New York, April 24th, 1856.

"Received, April 3d inst., from A. M. Sherman and W. B. Dean, one "thousand dollars in cash; and this day their three notes, dated respectively, "April 22nd, 1856, and payable at the office of this Company, No. 90 "Broadway, as follows:

"One for $9,000, payable on the 1st day of June next, without interest.

"One for $9000, payable on the 1st day of Dec. next, with interest, at 6 per "cent. per annum, from July 1st 1856.

"One for $9,000, payable on the 1st day of March next, with interest "at 6 per cent. per annum, from July 1st 1856, making altogether the "sum of twenty-eight thousand dollars, the same being on account of "the purchase of certain tracts of coal lands, with sundry improvements "and additions to the same, as per Deed of Conveyance and agreements "to them, all bearing date April 22nd 1856 reference to which is here made "for a more particular description

"Cumberland Coal and Iron Co.
"Edward F. Loomis
"Secretary"

This respondent further answering, says, that the said note which became due on the first day of June was fully paid by this respondent on behalf of himself and the said Dean, to the complainant, on the day of its maturity; that the payment of the note which became due on the said first day of December, was at the suggestion and special request of the complainant, delayed and withheld until on or about the first day of January, 1857, when the principal, with the interest thereon, was fully paid by this respondent, in behalf of himself and said Dean, to the said complainant; and the said note which became due on the first day of March, 1857, being the last of said notes as given for the purchase as aforesaid, was fully paid by this