exclusive, special, or peculiar information on the subject, or relating to the said transaction; and as to all the arguments contained in said folios last mentioned, this respondent denies the same; but, on the contrary, this respondent avers that he did not concoct, contrive, dictate or direct the same; but the same was suggested, arranged and proposed by the complainant; this respondent not having the requisite knowledge on the subject, disclaimed having anything to do with the preparation of the rates in the same, and did not pretend to understand or to estimate the cost or expense to the complainant for carrying the said coal, nor otherwise interfere with the settlement of the terms, except to desire as favorable a tariff of rates as the complainant could afford to allow.

And this respondent further answering, denies that he sought or sought to secure the co-operation of the said Mehaffey, in the said sale and conveyance, contract of transportation, and alleged system of measures, in the manner alleged in said complaint, or in any manner, or at all.

And this respondent says that he has no personal knowledge whether the salary of said Mehaffey, was fixed immediately after his first election, as President of said complainant, by a resolution of the Board, at $5000 dollars; but this respondent has been informed and believes, that it was not so fixed, but was left undetermined; and he leave the complainant to make such legal proof thereof as it may be advised.

This respondent admits and avers that, on the 4th day of April, 1855, the subject of the inadequacy of the salary of the said Mehaffey was called up at a meeting of the Board of Directors, by some member of the Board, (this respondent then having very little knowledge on the subject;) and it was referred to the executive committee, consisting of said Thompson, Dunham and Bloodgood, (this respondent not then being a member thereof,) and they subsequently and at the next monthly meeting made a report as stated in said bill, and the same was accepted by said Board.

Further answering, this respondent denies that he did, as a member of the executive committee, as alleged in said complaint, authorize or assume to authorize, or direct the payment of a salary to the said Mehaffy, as President, or otherwise, at the rate of seven thousand dollars per annum. And he denies that he had any knowledge, what the complainant's President had himself, as President, or whether he paid himself as such President, or what credits were entered in the complainant's books from March, 1855, to January 1st 1858, in regard to said Mehaffey's account, and therefore does not admit the said "Schedule No" annexed to said complainant's bill, to be correct, but leaves the complainant to make such legal proof thereof as it may be advised.

This respondent further answering, denies that he did, as a member of the said executive committee, or otherwise, authorize, or assume to authorize or direct the payment to the said Mehaffey, on the 7th day of April, 1856, the sum of $1,217.73. or on the 11th day of April 1856, the sum of $8,000, or on the 8th day of September, 1856, the sum of $2,976.59; and

denies that he has any knowledge of any presence of the said Mehaffey in regard to any such payments; and denies that this respondent in any manner authorized, or was privy to, any of said payments; and he therefore denies all the allegations in said bill contained in regard thereto; and this respondent denies having any knowledge of the manner in which the complainant kept its books of account in regard to said Mehaffey's account with it; and he avers, on information and belief, than any of the entries, or any of the facts in regard thereto, were kept from its knowledge; but, so far as this respondent had or has any knowledge, information or belief on the subject, the said books, in respect thereto, were kept by the Secretary of the complainant, in the usual way, on the proper and customary books, and with equal means of knowledge thereof to the complainant, its Directors, officers and stockholders, as any other of its entries in said books of account.

This respondent further answering, positively denies, as wholly false and unfounded, the allegations in said bill, that the said, or any other entries in regard thereto in the complainant's books of account, were directed by this respondent; and he denies that he had any personal knowledge of their existence, until the submission, by the complainant's Secretary, of the account called the Mehaffey Loan Account, to the Board of Directors, in the month of April, 1858, when the same was referred to a committee of Directors, as alleged in said bill.

This respondent admits that Charles Gould, now the complainant's President, this respondent and Joseph Torrey, were the committee to whom said account was referred; and he avers that said Gould, as chairman of said committee, drew up and read to this respondent and said Torrey, a report for their approval and signatures; which report as read by said Gould, set forth that the committee had no power to adjust or allow the said account; whereupon, this respondent stated that the committee, undoubtedly, had the power to allow and adjust the items which appeared as having been authorized by the executive committee; but that, as there was one item (the said item of $2,035.45) which did not appear to be so authorized, this respondent would consent, as the annual meeting of stockholders would soon take place, to refer the whole matter back to the Board, for them to dispose of as they should think proper. In all which views the said Torrey fully agreed with this respondent; whereupon said Gould acquiesced, or appeared to acquiesce, and made, or pretended to make, and respondent supposed he did make, the said report conform to such expression — and this respondent, without again reading the same, subscribed his name to said report, supposing that it simply stated that "the committee had not full power" &c.

And this respondent admits that on the 15th day of April, 1858, the stockholders submitted the said matter of account to D. Groesbeck, B. Nathan, and William H. Scofield, three of the stockholders of the complainant, who retained the same in their possession for several weeks, and until a motion was made, at a meeting of the Board of Directors, requesting said committee to report said matter back to the said Board of Directors; that on the 20th day of May thereafter, said