mines, is as hereinbefore stated, only about 700 feet in length, and cost, as he is informed and believes, including switches and all necessary fixtures, to construct and to connect said Hoffman mine siding with said Astor mine branch road, less than the sum of $1,500; and this respondent denies the allegation that the said Hoffman siding cost the sum of $29,000, or anything more than about the said sum of $1,500; and this respondent says that he cannot state how much the said Astor mine branch road has cost the complainant; nor form any judgment concerning the same, more especially as the complainant has been, and, as he is informed and believes, making expenditures thereon, and prosecuting the same with diligence towards the said Astor mine, if it is not already completed, as originally contemplated, for the purpose of developing that part of the complainants lands, and reaching, as it was believed to be indispensable to the complainant, that portion of the coal.

2. As to the allegation in said bill, at folios 173 and 174, marked No. 2, this respondent denies that any false or fraudulent representation was made by him, or the said Mehaffey, in that behalf. This respondent says, that his report as to the capacity of the complainants rail road, with its then equipment, was made from information derived from the agents and officers of the complainant who were familiar with that subject, which information this respondent then believed, and still believes was substantially true; and this respondent denies that he represented that no new outlay of the company's money would be required by the contract for transportation of coal from the lands proposed to be sold; and this respondent denies, on information and belief, that said equipment was not, in fact, adequate to a large increase of business on said road; and this respondent denies that as an officer of the Company, or otherwise, he proceeded, immediately upon the consummation of the said transportation contract, or at any time to make large, or any outlay of the monies of the complainant, for new and improved equipments. And as to whether the said Mehaffey, or the said complainant made any such outlays, this respondent has no such knowledge, information and belief as will enable him to answer the allegation in that behalf, and leaves the complainant to prove the same.

3. As to the allegation in said bill at folios 174 to 176 marked No. 3. this respondent, answering, says, that the said report of the committee in this behalf was an accurate, truthful statement of the information derived from the complainants agents and officers, familiar with that department, and which this respondent then believed, and still believes to be substantially true. And this respondent denies that said allegation is a fair and impartial statement of the said report in that behalf. And this respondent denies that he represented that the said two openings, then existing, known as the Eckhart and Slope mines, were capable of producing, and had the capacity stated in in said allegation 3; but what the said committee reported was "that the Eckhart mine and the Slope mine, the two openings now worked by the Company, embrace a coal field of about a thousand acres, and are now capable of producing two thousand tons per day, with a capacity amply sufficient for the working of the Company

under the most favorable demand and for a long period of years, and that no other portion of the estate therein this (which we have designated on a map herewith submitted,) will be required for the most successful operations of the Company under any probable contingency for thirty years."

And this respondent says, that the territory so designated on said map, embraced, according to his best recollection, the Young mine, the Eckhart and the Slope, and the Astor mine, and combined, as he was informed and believed, in all, a territory of the large coal vein of between 3,000 to 4,000 acres, exclusive of the Hoffman mines; which map was a necessary part of the said report, and illustrated the same; and the said committee left the said map with with the complainant and believes that the said complainant still has possession of the same, and this respondent calls for its production.

4. As to the allegation in said bill, at folios 176 and 177, marked No. 4, this respondent answering, on information and belief, denies that the said Mehaffey made any false and fraudulent representations in his published report of June 3d, 1856; and denies that in said report said Mehaffey represented that the said $140,000 was received in cash - and this respondent denies that said Mehaffey, in said report, represented that he had applied a portion of said $140,000 to the payment of the bonded debt of the complainant; and this respondent denies that said Mehaffey, said report, represented that $112,000 of the said debt was actually extinguished; and this respondent charges that the complainant, in said bill, has misquoted the language of said report, and cunningly hereveted its fair and obvious meaning. And this respondent admits that the said $112,000 of said Bonds remained a lien on the said complainants lands and railway; and he avers that they were and are also a lien on the lands so sold to this respondent and said Dean; a title to which cannot be perfected without the payment of said $112,000 of the purchase money "appropriated" by the complainant, as stated in said Mehaffey's said report, to the direct extinguishment of said 112 Bonds

And this respondent denies that the complainant got only "an agreement" by this respondent and said Dean, to assume the payment of the said Bonds, at an extension of eight years, and denies that the said Bonds fell due while the negotiations for the said sale were going on; and this respondent says that whatever the extension of said Bonds cost the complainant, had already been incurred before the negotiations for said sale began.

And this respondent further answering says that he had no connection with the said last mentioned report, nor any hand or agency in drawing the same; and this respondent insists that the same was the regular annual report of the said President of the complainant, and was received and adopted by the complainant, at its regular annual meeting of its stockholders, and published by the said complainant; and that the same became the report of the complainant to the public, and that the complainant ought, in equity and good conscience to be estopped denying and impeaching the same.

5. As to the allegation in said bill, at folio 181, marked No. 5, this re-