or a fraudulent device, or that the issue of stock was fictitious or colorable, or that the conveyance of the property to this respondent was otherwise than actual, absolute and bona fide, or that the assignment of said contract for transportation was unreal or fraudulent, are utterly unfounded and entirely false.

Further answering, this respondent states, that whilst it does not admit the truth of all or any of the various allegations of fraud stated in the said bill, concerning the said Sherman and Dean and others, in relation to the said Deed of Conveyance mentioned in said bill, as made by said complainant to said Sherman and Dean, and in relation to the contract for transportation mentioned in said bill, nevertheless, says, that if such frauds as alleged in said bill, or any fraud whatever, had been perpetrated by said Sherman and Dean, or by either of them, or by others this respondent, when it received the said conveyance and the said assignment from said Sherman and Dean, had no notice or knowledge thereof; and this respondent states and avers that it became the purchaser of said property, and the assignee of said contract for transportation, bona fide, for a full and valuable consideration, and without notice of any fraud, or of actual or supposed imperfection of title, and without notice or knowledge of any facts or circumstances from which fraud could or should have been inferred, or should or might or could have been suspected.

And this respondent avers that the said Sherman and Dean, at the time of the execution and delivery of complainant's Exhibit C, were seized, in fee, and were in the actual possession of the premises therein conveyed; and this respondent, at the time of the execution of said named Exhibit C, actually paid to the said Sherman and Dean, the consideration therein mentioned and expressed.

And this respondent relies upon this defence, and prays that it may have the same benefit thereof as if the same had been made by a formal plea to the said bill.

Further answering, this respondent states that it has no knowledge, information or belief, as to the quantities of coal which may have been mined or received by the said Sherman and Dean, or by either of them, at the respective times stated in said bill, or at any other times or time; but this respondent says that the allegation that said Sherman and Dean have received coal through this respondent, is utterly untrue, except only in so far as coal was sold and delivered to said Sherman, as already stated in this answer. It is true that this respondent, since the accrual of its ownership and right, has mined and transported, received and sold coal on its own account; and but for the refusal of the complainant to carry coal of this respondent over the railway of the said complainant, this respondent would have transported and would have sold and delivered a much larger quantity of coal than it has been able to do; and but for the several Injunctions obtained by the complainant, prohibiting this respondent from working its mine, a large amount of coal would, by this time, have been mined, transported and sold by this respondent, in execution, in part, of actual executory contracts, and in fulfilment, in part, of various large orders, actually received.

This respondent, further answering, states that since the execution and delivery of the Deed and Assignment by said Sherman and Dean to this respondent, and since the complainant had full notice and actual knowledge of the execution and delivery of said Deed and Assignment, and whilst some of the Directors and Officers of the complainant were making loud complaints and large threats against said Sherman and Dean, the complainants, on various occasions, and from time to time, received from this respondent numerous car loads of coal to be transported over the railway of the complainant, and did transport the same without objection, from the date of the organization of this respondent, until some time in November last, when, for the first time, the said complainant refused to received or transport any more coal for this respondent; that the coal of this respondent so transported was excavated by this respondent from the mines so conveyed, as aforesaid, to this respondent by the said Sherman and Dean, and was known to the complainant, its agents and officers, to be the product of said mine; that it was tendered to said complainant for transportation, under and in virtue of the contract of transportation made between said Sherman and Dean and the said complainant, of which said Exhibit B, of said bill, is a copy, and was received and accepted by the complainant and its agents with full knowledge of the premises, and was actually transported for this respondent, as assignee of said contract, and under the terms of said contract of transportation; that the complainant, with full knowledge of the premises, claimed and received payment from this respondent for the transportation of coal aforesaid, according to the rate of compensation, and in manner as provided in said contract of transportation; and this respondent, produces herewith as a part of this answer one of the bills so rendered by complainant and paid by this respondent, and which is marked Exhibit No. 1.

And this respondent states and avers that, in pursuance of and under the said contract of transportation, the complainant, from the 20th of August last, up to the 17th day of November last, did provide suitable and sufficient cars and engines at the said mine of this respondent, according to requisitions made in that behalf by this respondent, for the transportation and delivery, at the City of Cumberland, of the coal which was excavated by this respondent at its said mine; and did actually deliver said coal into and upon boats on the Chesapeake and Ohio Canal, and upon cars of the Baltimore and Ohio Rail Road; and did various other acts, according to the exigency of the stipulations, on the part of the said complainant, of the said contract of transportation; and did claim and receive payment therefor from this respondent, as assignee as aforesaid, under and pursuant to said contract of transportation.

And this respondent is advised and respectfully insists, that even if, as between the said complainant said said Sherman and Dean, it should be made to appear that the complainant had been induced, by fraud, actual or constructive, to execute and deliver the said