copy, or whether they be considered as original Deeds.

Further answering, this respondent says, that on the 22nd day of November, in the year 1852, the said complainant made and executed to James Brown, John E. Williams and Lowell Holbrook, a Deed of Trust of certain of its property, including the property conveyed by the aforesaid Deeds, of which "Exhibit A" of the bill, and "Exhibit No. 5 A" and "Exhibit No. 5 B", of this answer, are copies, in trust to secure the payment of certain bonds issued by the complainant, a certified copy of which said Deed of Trust is herewith filed as part of this answer, marked, "Exhibit No 6"; and this respondent avers that the one hundred and twelve bonds mentioned in Exhibit A, of the bill, and Exhibit No. 5 A and Exhibit No. 5 B, of this answer, are a part of the same bonds secured by the said Deed of Trust marked Exhibit No. 6.

Further answering, this respondent says that the said William B. Dean, one of the vendors of this respondent in the Deed, of which Exhibit B of the bill is a copy, at the several times when he received the aforesaid Deeds from the complainant, of which Exhibit A of the bill, and Exhibit No. 5 A and Exhibit No. 5 B, of this answer, are copies, had no notice or knowledge that the said D. M. Sherman was a Director, officer or agent of the complainant, nor of any fraud, charge, hint, intimation or suspicion thereof, against the said Sherman, or any one else, in connection with the subject matter of said contract for transportation, and three Deeds of Conveyance; and this respondent states and avers that the said William B. Dean became one of the purchasers of said property, and received said contract, bonafide, for a full and valuable consideration, and paid his due proportion of the purchase money, in manner as set forth in said Deeds, 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 suspected or inferred, and without any notice or knowledge of the fact that the said Sherman was a Director, officer or agent of the complainant; and this respondent as vendee of the said William B. Dean, 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 of the alleged meeting of the Board of Directors of the complainant, stated in said bill to have taken place on the 13th day of May 1856, nor of the proceedings stated to have taken place at said meeting; nor has this respondent any knowledge, information or belief whether or not said Dean was represented by said Sherman, as his agent, as alleged in that behalf in said bill.

This respondent admits that E. F. Loomis, named in said bill, was the Secretary of said complainant, as stated in said bill; but this respondent does not admit the truth of the allegation that he acted in relation to said Deed, of which Exhibit A is a copy, and in relation to said contract, of which Exhibit B is a copy, is a merely ministerial character, as alleged in said bill. And this respondent has been informed and believes,

that in consequence of the refusal of said Loomis to support the allegations of said bill, or some of them, he was recently summarily dismissed by the complainant from his office of Secretary of the complainant, and which he had held for many years.

As to the allegations of said bill which impute fraud, collusion, dishonesty, deceit, dissimulation or falsehood, in whatever language charged or insinuated, to said Sherman, in the examination of the land of the Company, in the selection of the portion thereof to be sold, in preparations for the sale, or in the report of his proceedings in the matter of the said sale, or in any respect touching the selection and sale by the complainant of the said property, or its purchase by said Sherman and Dean, or in relation to the said contract for transportation, this respondent denies the same to be true.

This respondent admits that the property owned by this respondent is of considerable value, but not of the exaggerated relative value asserted in said bill, nor of any peculiar value to the complainant beyond its other coal lands of like character. On the contrary, this respondent states that, until purchased by said Sherman and Dean, it was of no productive value to the complainant, and would to this day have been unworked and unproductive if it had not been sold by the complainant; and that without the accompanying contract for transportation, it would have been of little value to any purchaser, as but for some binding and continuing contract, the owner of said mine would or might have been denied transportation over the road of the complainant, whenever it might have happened (and which is not so improbable as to be impossible) that persons should acquire control of the action of the complainant, who eschewed all competition and grasped at a monopoly of the trade of the entire region of the coal fields of Allegany County.

And this respondent states that it has no knowledge, information or belief, as hereinbefore stated, of the acts of the complainant, or of said Sherman, or of said Mehaffey, or of any other person, in relation to the negotiations for the extension of the bonds of said complainant, which became due on the first day of January, 1856, nor of the accounts stated in the books of the complainant, or elsewhere, as between the complainant and said Sherman and Dean; nor of the manner in which said account may have been closed or settled; nor of the state of said account, if yet unsettled; nor has this respondent any knowledge, information or belief, except as hereinbefore stated, of the accounts between said complainant and said Sherman, as stated in the books of said complainant, or elsewhere; or of the manner in which the same were closed, if settled; or of the state and condition of the same, if yet unsettled; nor has this respondent any knowledge, information or belief as to the alleged sales of bonds by said Sherman to said Ann Parsh, or to any other person or persons, at par, prices or otherwise; nor has this respondent any knowledge, information or belief as to the expense incurred by the said Sherman, or by the