wished to serve him with process; this was after he had told me that he had parted with the Hoffman Property; had sold it to the Company. While I was President Mr. Sherman did not offer directly or indirectly to restore the Hoffman property or cancel the transportation contract or make any settlement. I was present at a meeting of the Board a short time before Mr. Mehaffey retired, when a conversation arose between him and the members about a contract, that Mr Mehaffey would like to make for conveying coal over our road; my recollection is that he stated that they would not have to carry the coal so far as the Hoffman mine, and that he would be willing to give five cents a ton more than Judge Sherman under his contract, he said something about the contract made with Mr. Sherman never having met his approbation. Mr. Sherman expressed surprise and made the impression on my mind that he was ignorant whether it would or not; he openly professed his ignorance on that point, and on Mr. Mehaffey's view of it; he stated as nearly as I can recollect, that if the contract was not right, that he was ready to make it so; this was nothing more than a general intimation of doing the fair thing; nothing more definite was offered. This matter took place while the Board was in session, but at the close of the meeting; this meeting was prior to Mr. Mehaffey's salary account being closed up

Robert P. Getty.

On re-cross examination by Judge Sherman, he says that during the time I was President the Agents were not forbid to receive the freights under the said contract from Sherman & Dean upon the coals taken from the Hoffman mines and transported over the Cumberland Company's Rail Road. It was the practice of the superintendent George Henderson Jr., to send monthly reports of all the coal transported over the Company's Road for every person and party to the complainants office in New York; these reports were received and entered as a part of daily or monthly transactions and business of the complainant; those reports always purported to specify the sources of each therein stated.

Robert P. Getty

Subscribed and sworn to, before me, this 6th day of April, 1859.

John Bissell
Commissioner of Maryland.

State, City and County of New York, SS.

{Seal} I, John Bissell, a Commissioner for the State and resident of the City of New York, appointed by the Governor of the State of Maryland, under the laws, and commissioned under the great seal of that State, duly affirmed and qualified to take testimony, acknowledgements &c., to be used or recorded in that State, do by this instrument given under my hand and official seal, certify that I am the same person mentioned as such Commissioner, in the annexed notice; that in conformity with said notice, I did on Tuesday, the fifth day of April 1859, at my office, No 11, Wall street, in that city, proceed to take the foregoing depositions and continued till this 6th day of April, 1859, at

4½ o'clock P.M., when I was requested by the counsel of the complainant to close up what I had taken that far, and return the same to the Court by the next mail, and that the other depositions might follow on the same notice, to which Judge Sherman objects, that the same should not be sent until the whole is closed.

John Bissell
Commissioner of Maryland

Exhibit A referred to in the annexed depositions taken before me.

John Bissell

Dear Sir:

I had intended to have been in New York on Saturday last, and had so informed Judge Sherman. But understanding that he did not propose to meet me there, and the private business of my own, on account of which I had intended to go thither being unavoidably postponed, I did not go on as I had intended. Judge Sherman, however, as I now learn from himself, did go down from Newburg on Saturday and again on Monday, expecting to see me, and supposing I was detained here by sickness, he came hither yesterday and I had a long and friendly conversation with him last evening.

He mentioned to me a number of particulars as well in relation to the purchases of the Hoffman mines by him from the Company as also in relation to the proposed suit against him, of which I had not any previous knowledge. In fact I had but very little practical conversation with him until last evening.

I am satisfied, that if your clients, at the time they purchased into the Company, had made the request of Judge Sherman to re-purchase this property at the price in actually cost him, inclusive of interest, that he would cheerfully have assented; that he says, that up to this day, it has been all the while claimed, that there was fraud on his part in the transaction, and which alleged fraud has been made continually the ground of application for a re-sale. And whilst I do not think that is uninfluenced by my arguments, that both his personal comfort, and his pecuniary interest, would be promoted by an amicable settlement of the matter; and that I would, and could settle it on grounds that would amount to an abnegation of any injurious allegations; yet he seems so strongly impressed with the notion that it does not consist with his personal honor to treat upon the subject at all — that I am now satisfied that nothing can be done in the way of intervention on my part. He says he is able, and he is willing to defend himself from all charges; and he is a man of such resolved purpose that I should not be surprised if he will require those who have made these charges openly, to justify the imputation.

Judge Sherman informs me that recently he has indirectly been approached for a re-sale of the property; and that he has continually made known that he was open to receive any offer that might be made by letter to him at Newburg, for a resale of the property to