twenty years Sherman did not agree to become a purchaser until after all efforts to sell to others had failed.

To 16th interrogatory — They were separate and distinct papers, but treated and regarded as one entire contract during the whole negotiation, up to the time of their final consummation of the bargain and execution of the papers; the idea I intend to convey is, that the one would not have been received without the other.

To 17th interrogatory — At the first meeting held by the Board of Directors after the consummation of this sale, which was held on the 18th day of May, 1856, I reported said sale, together with the contracts and agreements made in connection therewith, a record of which is found at page 150 and 151, of the book already produced.

To 18th interrogatory — At the regular annual meeting of the stockholders held on June 2d 1856, my annual report was submitted, as already stated; this report set out the sale that had been made; this report was unanimously adopted and approved by the stockholders, as shown by the record of the book already produced at page 152.

To 19th interrogatory. At or prior to the time of the execution of the Deed and contract, Sherman and Dean paid to the complainant the sum of one thousand dollars.

To 20th interrogatory — Upon the execution and delivery of the Deed and contract, three notes for nine thousand dollars each, payable to the complainant, were delivered to me as its President, amounting in all to the sum of $27,000, which together with the sum of $1,000 previously paid in cash, as aforesaid, was the amount set forth in the Deed, as the cash consideration. I know that those notes were subsequently paid and delivered to Sherman & Dean cancelled

To the 21st interrogatory — I know that the lands conveyed to Sherman & Dean are embraced in the Mortgage executed to Lowell Holbrook James Brown and John E. Williams.

To the 22d interrogatory — There was a regular annual meeting of the stockholders of the Company held June 1st 1857.

To the 23d Interrogatory — I was present at that meeting.

To the 24th interrogatory — The Deed and contract referred to were under consideration of that meeting; they were called for and read by the Secretary; this is recorded in the minutes on page 163, in the book already referred to. The subject was called up by Mr. Seth Grosvenor, one of the largest stockholders of the Company; at the same meeting a preamble and resolutions were passed by the meeting in reference to said contract and Deed, which are recorded in the minutes at pages 163 and 164 of the book already produced.

To the 25th interrogatory — The resolutions referred to contained all the modifications that were suggested or asked for; after the resolutions were passed Mr Grosvenor took occasion to thank Mr Sherman for his promptness in acceding to the request to modify the contract in the particulars referred to in the resolutions, stating at the same time that they had no legal claim to make such modifications.

To the 26th interrogatory. A meeting of the Board of Directors was held on the 9th day of June, 1857, at which the proceedings of the stockholders meeting

last referred to were read. Judge Sherman then read a release prepared agreeable to those proceedings, which on motion, was referred to a committee of three Directors, then appointed; these proceedings and the action taken are recorded in the minutes on page 165 in the book already referred to. At page 166 of the book already produced, it is recorded that the committee approved and accepted a release executed by said Sherman and Dean, which was directed to be placed on file. I know that this release was executed by said Sherman & Dean, and was placed on file in the office of the Company among its papers.

To the 27th interrogatory — I have already stated that it was filed. I did hear it read. It did substantially effect the purpose.

To the 28th interrogatory — On the 29th day of September, 1857, there was a meeting of the Directors of the Company, at which a preamble and resolutions were passed directing the execution of a confirmatory Deed, which preamble and resolutions are recorded in the minutes of the book already produced, on page 171; under this preamble and resolution the Deed dated the first of October 1857, was executed; this is the Deed marked Exhibit No 5B., filed with the answers in this case.

To the 29th Interrogatory — At the meeting of June 1st 1857 a committee of five Directors were appointed by resolution to proceed to the Company's mines as early as possible and report at the next subsequent meeting of the Directors, the state of the Company's property, mines, &c. This resolution is recorded in the minutes at 163 in the book already produced.

To the 30th Interrogatory — They did make such report; I have read the original; one of the printed copies thereof which were printed by order of the Directors, I produce now, marked "A. M.;" No. 2.

To the 31st Interrogatory — It appears in the book of proceedings already produced, at page 168, this report was submitted to the Board, and by it received and ordered to be printed; I was not present at this meeting.

To the 32nd Interrogatory — I am acquainted with the lands referred to, and believe that about five hundred acres of the same are underlayed with the big vein of coal.

To the 33rd Interrogatory — I have been acquainted for more than four years with coal lands in the Cumberland region, and from such knowledge, I should say the price paid for that property was adequate, taking into consideration the transportation contract in connection with the same.

To the 34th Interrogatory — I have knowledge of such a meeting held on the 8th day of April, 1856; the proceedings of that meeting are recorded in the minutes of proceedings on page 149 of the book already produced.

To 35th Interrogatory. — I did not; I give a negative to the whole, boldly and unequivocally

To the 36th Interrogatory. — There never was any understanding, connivance or concert between us, nor any interview on that subject between us, until a very short time before the contract of purchase was finally concluded, and then it was the subject of conversation amongst the other Directors as much as with myself. All that ever passed between me and Sherman in regard to the purchase was in my official capacity, and communicated by me to the Board.

There being no further interrogatories propounded to this witness on the part of