the defendants.

Cross - Interrogatories were then proposed to the witness by the complainant.

To 1st Cross - Interrogatory. - I have none whatever.

2nd Cross - Interrogatory. - About one half of the length of the said road leading to the Astor mines from the main road; the part finished terminated opposite the Hoffman mines; it was graduated a short distance beyond; the cost as near as my memory serves me, was about twenty thousand dollars of the part constructed. The construction of the road was commenced in the fall of 1856; the graduation ceased for want of funds applicable to that purchase.

To 3rd Cross - Interrogatory. - A portion of the filling up was done at the same time; the thorough cut beyond the finished portion was done soon afterwards; no part beyond the finished portion was done for the purpose of using such earth. I think a portion of the cut was done afterwards; it did not exceed the 16th of a mile of that, beyond the finished portion; and was light work.

To the 4th Cross - Interrogatory - They were not accompanied by any terms for transportation over the Company's road.

To the 5th Cross - Interrogatory. - When the Company furnished the coal cars, the price per ton per mile of the coal carried, was two and one half cents. And when the cars were furnished to the Company, the price was two cents. The Company's road extends only to the Mount Savage Road, and not to the Canal or the Baltimore and Ohio Rail Road. The complainants pays to the Cumberland and Pennsylvania Road two cents per ton for the use of its road, and also to the Baltimore and Ohio Rail Road, on all coal carried by it to the canal, one cent per ton. I dont recollect either distance.

To the 6th cross - interrogatory - I believe I am acquainted with the rates of transportation charged by other Companies operating rail roads in the country. During my Presidency of the complainant, the rates of transportation of coal, including shipment and wharfage, as covenanted and agreed upon in said transportation contract, are less than the mere charges for transportation of coal over other rail roads in said county, were during my Presidency of the complainant, with perhaps a single exception. I refer to the contract between the American Coal Company and the Cumberland and Pennsylvania Rail Road Company. I only know it from rumor, that there is such a contract as the one last spoken of.

To the 7th cross interrogatory - After he was solicited to take an interest in the purchase, the rates of transportation became a subject of enquiry by Judge Sherman; and he having no practical knowledge, was advised by those of whom he enquired, that the maximum rates upon the Company's road, as well as on all the other roads in the county, were too high to make the business a source of profit; and thereupon it became a matter of negotiation, which resulted in the contract which was made. There was no proposition made at that time. The inducement spoken of by me in answer to 15th interrogatory, was the abatement in the price of transportation, and privilege of the wharf; it was not designed to charge any profit on the wharf, simply enough to cover the costs of shipment, which was estimated at a cent or a cent and a half per ton. I do not know that there was any direct or distinct proposition made by either side. The contract, as agreed upon, was the result of a comparison of ideas obtained of those practically acquainted with the subject.

To the 8th cross-interrogatory - The furnishing of a stationary engine, and a certain number of mining cars, I know of no other aids in the development of the property which were offered to Judge Sherman as inducements to such purchase. During the negotiation in reference to said purchase, Sherman insisted in having embraced therein more acres of land, underlayed with the great vein of coal, to which I objected, because such greater quantity would have encroached upon property which I deemed valuable to the Astor mine.

To the 9th cross-interrogatory - I cant recollect who made it.

To 10th cross-interrogatory - The cost of the engine was between six and seven thousand dollars; the mining cars cost in the neighborhood of $30 to $35 each; there were probably forty or fifty of them; my impression is the complainant paid for the same.

To 11th cross-interrogatory - I committed, in my answer to 8th cross interrogatory, to state that the dump-house, railway siding connecting with the Alor branch road; and my impression, also, is that the scales were included; I have no data by which I can furnish the cost.

To 12th cross-interrogatory - There was a Worthington pump furnished by the complainant, and I believe paid for by them, the cost of which was some $400. A Worthington pump has been considered as part and parcel of a stationary engine, for the past five years.

To 13th cross-interrogatory - I include the cost of this pump in my statement of the cost of the engine; both I stated only from my best recollection.

To 14th cross-interrogatory - I dont know of any on that account. There were additional cars purchased by the complainant, in view of the completion of the Astor mine, the work upon which road, for the want of funds, was suspended.

To 15th cross-interrogatory - They had not enough for their own purposes, and of course not enough for any increased purposes. The Superintendent had solicited an increased number of cars from time to time, which were deferred until it became absolutely necessary to purchase.

To 16th cross-interrogation - The expectation was that with the addition, by working early and late, such transportation facilities would be equal to the demand from all sources. It was not required solely with a view to carry its own coal. There was unquestionably a view to accommodate the Hoffman mine coal.

To the 17th cross-interrogatory - They had barely cars enough, with some few that were hired, but not sufficient motive power.

To the 18th cross-interrogatory - They had not.

To 19th cross-interrogatory - I would have considered the property too high without the transportation contract; with it I think it was a fair price; and without it, I do not believe it could have been sold at all.

To 20th cross-interrogatory - The most active persons were Mr. Holbrook, H. B. Lonnis, Joseph Jordy, Francis Bloodgood and myself.

To additional Interrogatories on the part of Defendant.

First - The contract spoken of is in writing, and was in the possession of the complainant as long as I was its President; and when I left the service