To 4th Cross-Int.— From the Cumberland Basin Company's wharf, lying upon Willy creek above the bridge. I never heard any complaints about it, except so far as during high water, with difficulty in getting up. I never heard of any difficulty in getting to the canal with loaded boats.

To 5th Cross-Int.— Not being a boatman, I can't say, it depends upon the amount of labor employed.

To 6th Cross-Int.— It was generally called the property of the Cumberland Basin Company. I know nothing about charges for shipment.

To 7th Cross-Int.— I do not know the length of time they have owned it; they owned it several years before the commencement of the erection of the present wharf.

To 8th Cross-Int.— I think it would have been injudicious not to have built the wharf where now constructed.

To 9th Cross-Int.— Of that I have not the slightest idea.

To 10th Intg.— The Cumberland and Pennsylvania Roads are only carriers of coal for other parties; the complainant is a producer and carrier both.

To 11th Intg.— The complainants' road was built for the avowed purpose of carrying the coal of the Maryland Mining Company, by that Company, to whose property the complainant succeeded. There are other lands whose natural outlet is by that road, but how much they carry for other parties, I only know by reports. The others that are worked are the Etna Company, the others are discontinued.

To 12th Intg.— Independently of the contract for transportation I should not. I should not value the large vein of coal upon this land to have been worth over one hundred and twenty-five dollars per acre.

13th Intg.— $5 to $10 per acre; this applies to the rough uncleared land.

14th Intg.— I understand that outside of the big vein, that there is but very little cleared.

15th Intg.— When I say that the value of the coal is increased fifteen cents a ton, I mean simply and purely; that a saving to the owner of this coal land of fifteen cents a ton on every ton of coal mined, would be made by the fact of the railroad contract for transportation, being placed at a rate fifteen cents per ton below what would be a reasonable price, to allow the owners of the rail road a fair remuneration for their labor and capital, or which would be charged to others for the same distance, and the value of the land is increased in the proportion which would bring the market value per acre of the land without this contract, to a royalty, equivalent to what the compounding the interest of the original price would have amounted to, allowing a given number of years for the pulling the whole of the coal into market. In other words, if one hundred dollars an acre of cost is equal to a royalty of seven and a half cents, then fifteen cents royalty would equal 200 per acre.

16th Int.— I think the said transportation contract would bring the value of the great vein of coal up to $312.50 per acre; the calculation being made in this way — I consider one hundred and twenty five dollars cash paid for one acre of coal land, as equivalent to a royalty of ten cents per acre paid as the coal is mined at 30 years purchase, and consequently that allowing the rail road contract to give the coal miner in this instance an advantage over any other equally distant from market of fifteen cents a ton, then if the land is worth one hundred

and twenty-five dollars an acre without the rail road contract, then with it it is worth one hundred and fifty per cent more, provided no changes take place in the economy of rail road transportation to other parties before the coal is worked out, and that it is done within the period of thirty years.

Additional Interrogatories to Henry Thomas Weld.

No 19— When the grade of a road is in the direction of the load, and the grade is so proportioned that the locomotive can haul as many empty cars up the grade as she can bring down loaded once, then the cost is at a minimum, and vice versa. The same law holds in hauling up grade, except that the loaded cars take the place of the empty ones.

No 20.— I did not think that made any difference in the cost of working the road.

No 21.— On the complainants' rail road, the average grade for nine miles east of Eckhart, is stated at one hundred and thirty-five feet to the mile, consequently, in descending with the load, the locomotive is used to check and regulate the speed of the train instead of drawing it, consequently the work of the locomotive is limited by the number of empty cars it can haul up, which number depends on the grade of the road, and it follows from that, that a locomotive can do less work the more the grade of the road is increased. And the road of the complainant being of heavier grade than the other roads in the coal basin, is necessarily worked at a greater expense, with the exception of that portion of the Pennsylvania and Cumberland road where the load is hauled up the grade.

Additional Cross-Interrogatories to H. T. Weld.

No 17.— They were not; the fever for the purchase of coal lands had passed off.

No. 18.— I have not been in the Hoffman mine or in any other mine nearer the Eckhart North, for 12 years at least. In the Hoffman Coal I see no reason why the coal should not be of the George's Creek quality, or nearly so, but the Eckhart coal lies more northerly and has not been considered as good as the George's creek, but whether it is a local fault, or how extensive is unknown, which produces the difference.

No 19.— I cannot answer positively on that subject.

John G. Lynn, a witness produced on the part of plaintiff, being duly sworn to answer interrogatories filed with me and herewith returned, deposeth and saith:

To 1st Intg.— I know the Cumberland Coal and Iron Company, and no other.

To 2nd Intg.— I am engaged in such shipping of coal, and have been ever since the Chesapeake and Ohio Canal was opened. At the Mt. Savage wharf or Lyon's wharf, as it is called, where I am and have been so engaged, the rates for wharfage and shipment of coal in such canal boats, charged and received, is seven cents, that is to say, 4 cents for wharfage and three cents for dumpage.

Cross-Interrogatory on the part of Defendants.

This charge of three cents covers the matter spoken of in the interrogatory.

Albert C. Greene, a witness produced on the part of the plaintiff, after