To 9th Intg. — There is a contract between those companies; the charge to the American Company is upon a sliding scale, according to the quantity transported; that the maximum charge under that scale is either 65½ or 66½ cents per ton for the whole distance, including use of cars and shipping expenses at Cumberland. And the minimum charge, under the same scale, is 53½ cents per ton for the same service.

To 10th Intg. — It is over 25 and under 26 miles.

To 11th Intg. — I never saw the contract but once to read it understandingly. My recollection is that the quantity to which the maximum charge is applicable, is either twenty or thirty thousand per annum. I have no recollection of any intermediate price named in the contract referred to; the minimum price is, of course, applicable to any quantity over the twenty or thirty thousand tons, which ever it may be.

To 12th Intg. — They have.

Addional Interrogatory to C. Slack on the part of Complainant.

1st 19th. — It does not.

And the solicitor for the complainant, at whose instance the foregoing testimony was taken; having declared that they had no more witnesses to examine, I concluded said testimony, and herewith return the same, with the Interrogatories and Exhibits, to the Circuit Court for Allegany County, as a Court of Equity, under my hand and seal, this fifth day of April, 1859.

Andrew Gonder, J. P. {Seal}

Afterwards, to wit, on the seventh day of April, in the year last aforesaid, the complainant and respondents, by their solicitors, file in Court here the following agreement, to wit:

In this case it is agreed that the printed Exhibits now filed in this case, with the bill and several answers as hereinafter specified, shall be treated and considered as the originals, and all proof of the same is hereby waived, This agreement to refer and have effect, as respects the following Exhibits, viz: "Exhibit A" "B" and "C" of the bill; Exhibit "No 2" Exhibit "No 4" "Exhibit A" "Exhibit B" "Exhibit No 5 A" "Exhibit No 5 B" "Exhibit No 6" and "Exhibit No 8" of the answer of the Hoffman Steam Coal Company of Allegany County; "Exhibit A" "Exhibit B" "Exhibit No 5 A" and "Exhibit No 5 B" of the answer of William B Dean; and Exhibits "A" "B" "5 A" "5 B" "C A" and "No 2" "No 4" and "No 6" of the answer of A. M. Sherman.

George A. Pearre
Thomas Devecmon
G. A. & C. B. Thruston
Solicitors for Complainant

And afterwards, to wit; The said respondents, by their solicitors, aforesaid, file in Court here the following exceptions to the testimony of the complainant, to wit:

The defendants in this case, by William Seley, George A. Pearre, and Thomas Devecmon, their attorneys, object to the reading of the depositions on the part of the complainant, filed in this case on the 7th of April 1859, and to the consideration of the same, in the decision of the motion, for the following reason, viz:

1st That under the order of the Court setting down this motion to dissolve, for hearing the testimony authorized to be taken, was expressly directed to be returned on or before the day fixed for the hearing of said motion, whereas the same

was not returned on or before said day, but was only filed in said Court, and offered to be read, after the argument upon said motion commenced.

The aforegoing objection applies to the whole testimony en masse. In addition, in case this objection should be overruled, the defendants then except to said testimony, as follows:

1st — To the testimony of C. Baker, giving the form of the proxies produced at the stockholders meeting in June, 1857, and professing to give their substance and purport; and upon the ground that said proxies were in writing and said writing was not produced, and the loss or absence of said writing was not accounted for or proved.

2nd — To the testimony of said Baker, relating to the impressions on his mind, and what he judged, and the opinions he formed from the expressions of Seth Grosvenor, at the stockholders meeting in June 1857; said Baker does not state or give the language and words used by said Grosvenor, and does not state that he does not recollect what such language and words were, but simply gives his construction of the language and words used.

3rd — To the whole testimony of said Baker, for the reason that he avers that he has no knowledge on the subject, except what he derived from others.

4th — To the entire testimony of John Warren, upon the ground that he is interested in the case, as the firm of which he is a member are at present stockholders of complainant.

5th — To the entire testimony of Alfred Lockwood; upon the ground that he is interested in case, as the firm of which he is a member are at present stockholders in the corporation of complainant when he testified.

6th — To the entire testimony of Robert P. Getty, upon the ground that the same was not given by him orally, but was read from a written statement prepared by the counsel of Complainant.

7th — To such parts of the testimony of Robert P. Getty, wherein he states matters not within his own knowledge, but derived from others.

8th — Also to the copies of the letters of Mr. Schley, referred to in said testimony, marked Exhibit "A" and Exhibit "B" upon the ground that the original letters ought to have been produced, or their absence or loss accounted for.

9th — Also to all conversations stated in said testimony to have occurred between said witness, Getty, and defendant, Sherman, as said conversations occurred after the sale by said Sherman, and conveyance made to the Hoffman Steam Coal Company, and cannot be received to impeach the title of said Company.

10th — To the testimony of said Getty, giving his opinion in relation to the contract for transportation, upon the ground that he swears that such opinion is based upon information derived from others, and there is no proof offered of the correctness of such information.

11th — To the testimony of said Getty, wherein he states that his belief and impression that his desired interview with A. M. Sherman was baffled and avoided, upon the ground that he states that such a belief and impression was derived from the statements of a Mr. Phipps, who was then and