Further answering this respondent states that it is true that this respondent does claim that it has a right still to mine and carry away coal, and it hopes that it will be permitted to exercise the said right by the dissolution of the Injunction which has been granted in this case. But this respondent says that it is not true, that this respondent, on behalf of said Sherman and Dean, or that said Sherman and Dean, through this respondent, claim that they have a right still to mine and carry away said coal, the product of said mines, as alleged in said amended bill. On the contrary thereof, this respondent utterly denies that the said Sherman and Dean have any right, or that either of them, has any right to mine or carry away coal, the product of said mines, nor have they, nor has either of them, pretended to assert any right to said mines, or any right to the coal, the product of said mines, nor have they, nor has either of them attempted to exercise any dominion or control over the said property, since they conveyed the same as aforesaid to the respondent. Without that, that there is any matter or thing in said amended bill not herein or hereby, well and sufficiently answered unto, confessed, or avoided, traversed or denied, is true. And this respondent prays that the said Injunction heretofore granted may be dissolved, and that said original and amended bills may be dismissed with costs. And in verification of this answer, the same is signed by the President of said respondent, by direction of the President and Directors of said respondent, and by like direction, the corporate seal of said respondent is hereto affixed.

S. Brooke Postley
{Seal} President H. & C. C.

Thomas Devecmon, George A. Parr, Wm. Schley } Solicitors for Respondent

State, City and County of New York, SS:

Be it remembered, that on this 2nd day of June, 1859, before me, a commissioner, resident in the City of New York, appointed by the Governor of Maryland to take oaths and acknowledgments to be used in the State of Maryland, duly commissioned and qualified, and a Notary Public for the State of New York, personally appeared S. Brooke Postley, President of the Hoffman Steam Coal Company one of the defendants named in the preceding answer, and made affirmation that the facts set forth in the preceding answer are true as therein stated, to the best of his knowledge information and belief. Witness my hand and official seals this 2nd June. 1859.

{Seal} John Bissell
{Seal} Commissioner for Maryland & Notary Public

The separate answer of Allen M. Sherman to the amended bill of the Cumberland Coal and Iron Company, against this respondent, and William B. Dean, and the Hoffman Steam Coal Company of Allegany County, in the Circuit Court for Allegany County in equity exhibited.

This respondent not abandoning or waiving, in any manner, his answer to the original bill filed in this case, but relying on the same, and the matters and things therein contained, as a good and sufficient answer to the said original bill, and reserving now and at all times hereafter, all exceptions which may or can be had or taken to the filing of said amended bill, and to the errors, misstatements and irregularities thereof, nevertheless for answer to this amended bill, this respondent as an answer thereto in part, relies upon all the defenses, traverses, denials, statements and averments, set forth and contained in his answer to the said original bill, and prays that the same may avail as an answer in part to said amended bill, in like manner as if the same were here again repeated; and for further answer to the said amended bill, this respondent says that he does not admit it to be true, that the said two Deeds, specified in said amended bill as being dated

respectively the 24th day of September 1857 and the 1st of October 1857, were or are, or that either of them was or is fraudulent or void or invalid, insufficient in any ground whatever, or that the same were or that either of them was procured or made in any improper manner or upon any insufficient consideration or otherwise than fairly, bona fide, and on a good and valuable consideration. And this respondent avers and insists, that said Deeds were, and that each of them was made, executed and delivered fairly, bona fide, and for a good and valuable consideration. And this respondent relies upon said two Deeds, (duly certified copies of which are filed with the said answer of this respondent to said original bill, and which are marked respectively "Exhibit No 5 A" and "Exhibit No. 5 B.") as valid and effectual to pass from the said complainant to the respondent and the said William B. Dean, the grantees herein named, a valid and effectual title to all the property therein named. And this respondent, further answering, states that the pretence that the said complainant has discovered since the filing of the original bill, that this defendant and the said Dean had mined and carried away the quantity of coal set out in said original bill, or that it has discovered any greater knowledge since filing said bill of the quantity so alleged to have been mined and carried away by this respondent and the said Dean, than it possessed at the time of filing said original bill, is utterly untrue.

And this respondent, further answering, states and avers that the complainant had at the time of filing said original bill, made and duly executed and delivered to this respondent and said Dean, the said Deeds dated September 24th, 1857, and the said Deed dated October 1st 1857, and that the said Deeds were then, from about the time of the date thereof, duly on record in the proper office for such records in Allegany County. This respondent, further answering, states and avers as a matter of fact, that the complainant knew that this respondent and said Dean were in the actual possession of said lands, under and by virtue of said Deeds, and particularly by virtue of the said Deed dated October 1st, 1857, from the date thereof to the 20th day of August 1858, and that during all that time this respondent and said Dean claimed full and exclusive title to and dominion over the said lands, and the absolute right to mine and remove the coals therefrom.

And this respondent, further answering, states and avers, that during all the time last mentioned, the complainant knew this respondent and said Dean were mining and transporting, or causing to be mined and transported, coals from said lands, and that complainant acknowledged the validity of the said Deeds, and acquiesced in the title, claim, and possession of this respondent and said Dean under the same. And this respondent, further answering, states and avers as matter of fact, within the knowledge of the complainant, that the complainant in acknowledgment of its said conveyance of said lands by said Deeds to this respondent and said Dean, actually transported and conveyed therefrom all the coals that this respondent and said Dean mined or caused to be mined in said lands, and that the complainant repeatedly and frequently, during the said period, made settlements for the quantity of coals so transported under the contract, a copy of which is filed as part of the answer of this respondent to the original bill in this case, and is marked "Exhibit B" and demanded and received payment from this respondent and the said Dean for all the coal so transported at the price specified in that behalf in said contract, of which said Exhibit B is a copy. And further answering, this respondent states and avers that it is utterly untrue, that he, with the said Dean, claim