Company of the transportation of its own coal?

Answer — The estimated cost.

Question by Mr. Silden. — These were estimates of what was supposed to be the actual cost of the transportation to the Company itself.

Answer — Yes, sir.

Question by Mr. Silden — Did this calculation of cost or estimate of cost include any profit to enable the Company to pay interest on its debt, or dividends on its stock?

Answer — I think not.

Question by Mr. Silden — Was it what was supposed to be the mere outlay incurred by the Company in operating and keeping in repair its road and equipment?

Answer — It was.

Question by Mr. Silden — Was the coal at that time transported, and on which these estimates were made, coal taken from the Eckhart mine, or mines at the Village of Eckhart?

Answer — I think it was from the Eckhart and Washington.

Question by Mr. Silden. — Did the Rail Road of the Cumberland Coal Co. at the time referred to, extend to any other mines than the Eckhart and Washington mines?

Answer — It did not, that I am aware of.

Question by Mr. Silden — Was the coal referred to, upon which this calculation was founded, delivered at the wharf situated at its terminus of the Cumberland Company's Rail Road?

Answer — I suppose it was

Question by Mr. Silden — Do you know the distance from the Eckhart mine to that wharf?

Answer — I am not positive about it.

Question by Mr. Silden — In the estimate of cost, was there any item included for payments to the Baltimore and Ohio R.R. Company for transportation over any portion of that Company's road?

Answer — I suppose there was, but dont know the fact.

Adjourned by consent of parties to Wednesday, the 6th July, at 10 o'clock A.M. at the same place.

John Bissell, Commr.

July 6th, 1859. at 10 o'clock, A.M. Pursuant to the adjournment as last above stated I attended at the time and place aforesaid. Present the witness Mr. Holbrook, Mr. Silden and Mr. Schoate, and after waiting half an hour, no one appearing on the part of the defendants, the further taking was adjourned to the 7th July, 1859, at 2 o'clock P.M. at the same place.

John Bissell, Commissioner.

Subsequently, on said 6th July 1859, I received the annexed consent, signed by the counsel of the respective parties, whereupon I adjourned said taking till the 8th July 1859, at 10 o'clock, A.M., at the same place

John Bissell Commissioner

Cumberland Coal and Iron Co.
agst.
Allen M. Sherman & al.

It is hereby consented that the examination of witnesses in this case before John Bissell Esq Commissioner, be adjourned to Friday, July 8th 1859, at 10 A.M.

S. J. Silden
L. R. Marsh

July 6th 1859.

July 8th 1859, at 10 o'clock A.M. Pursuant to the adjournment, as last above stated, I attended at the hour and place aforesaid. Present Mr. Sherman, Marsh and

Silden. The witness not attending after waiting nearly an hour, the parties aforesaid requested an adjournment till half past one o'clock P.M., this day, which was granted, at which time the witness being present continued his cross-examination as follows:

Question by Mr. Silden. — Was not the original issue of bonds by the Cumberland Coal and Iron Company $825,000?

Answer — It was.

Objected to by Mr. Sherman.

Question by Mr. Silden — Was not the whole issue of $825,000 of bonds given as a part consideration for the purchase of the property formerly owned by the Maryland Mining Company?

Objected to by Mr. Sherman as leading and irrelevant to the motion.

Answer — My impressions are that they were not all paid out for that property I cannot recollect distinctly.

Question by Mr. Silden — Please state whether the purchase of the property of the Maryland Mining Company referred to by you in your direct examination, was made in pursuance of a previous arrangement for the settlement of the affairs of that Company?

Objected to.

Answer — I believe there was some previous negociations.

Question by Mr. Silden. — Was the real value of that property understood by you to be greater than the nominal price at which it was purchased?

Answer — There were different estimates of its value; persons who had been familiar with it, living in the immediate vicinity, who were interested in the Cumberland Coal and Iron Company, estimated it a great deal higher

Question by Mr. Silden — In your judgment, is the value of lands containing the great vein effected by their location?

Answer — Yes, sir.

Question by Mr. Silden — What is your estimate of the quantity of coal per acre which would ordinarily be worked from the great vein?

Answer — I have never practically tested it, so as to know.

Question by Mr. Silden — Have you an opinion on the subject, derived from your acquaintance with the veins?

Answer — I have

Question by Mr. Silden — Please state that opinion?

Answer — I should think there might be 10,000 tons to the acre taken out of the great vein.

Question by Mr. Silden — Assuming one acre of land containing the great vein to be so situated that it would be subject to two cents per ton, (the charges in getting to Cumberland) that an other acre differently situated and assuming the estimate of the product of each, at 10,000 tons, what would be the difference in value of the products if actually taken out and sold at Cumberland for the same price

Objected to.

Answer — I suppose $800 or $900 surface property on a portion of that great vein, or a considerable portion of it where there were farms and improvements, were valued at from $40 to $200 an acre for farming purposes. The vale farm was estimated at from $100 a $200 per acre, with the improvements, for 100 acres.

Question by Mr. Silden — So far as coal can now be worked out without pumping