o'clock in the forenoon, and the same place, at which last mentioned time and place the commission met, pursuant to notice, for the examination of witnesses on behalf of the complainant; and no witnesses appearing before me, I adjourned the commission to the eleventh day of February in the year last aforesaid, at four o'clock in the afternoon, and the same place, at which last mentioned time and place the commission met, pursuant to notice, for the examination of witnesses on behalf of complainant; and no witnesses appearing before me, I again adjourned the commission to the twelfth day of February in the same year, at four in the afternoon, and the same place, at which last mentioned time and place, the commission met, pursuant to notice, for the examination of witnesses, on behalf of complainant, and no witnesses appearing before me, I again adjourned the commission to the thirteenth day of February in the year aforesaid, at four o'clock in the afternoon, and the same place, at which last mentioned time and place the commission met, pursuant to notice, and no witnesses appearing before me, I adjourned the commission to the fourteenth day of February in the year last mentioned, at nine o'clock in the forenoon, and the same place, at which last mentioned time and place the commission met, pursuant to notice, when the counsel of the respective parties filed with me the annexed "Agreement of Counsel F. P. No 1" and also the annexed "Agreement of Counsel F. P. No 2", and the four Exhibits thereunto appertaining, and marked respectively, "Agreement of Counsel F. P. No 2, Exhibits N. Y. S. N. Y. B. N. Y. C. and N. Y. D;" and also the annexed "Agreement of Counsel F. P. No 3;" and also the "Agreement of Counsel F. P. No 4;" and the two Exhibits thereunto appertaining, and marked respectively "Agreement of Counsel, F. P. No 4, Exhibits E. H. S., No A, and S. I. I. No A." and also "Agreement of Counsel F. P. No 5;" and the Exhibits thereunto appertaining, marked, "Agreement of Counsel F. P. No 5, Exhibit S. I. I. No 1" and also "Agreement of Counsel F. P. No 6" with its annexed Exhibits. And I then proceeded to take the following depositions, that is to say.

Edward S. Loomis, a witness of lawful age, produced on behalf of the defendants upon a former examination in this cause, but not under this commission, and being now, by agreement of the counsel of the respective parties, produced for further cross-examination by the complainant, being by me first duly sworn on the Holy Evangels of Almighty God, being examined on the following cross-interrogatories to him propounded, on behalf of said complainant, makes oath, deposeth and saith as follows, that is to say.

First Cross-Interrogatory.— Have you examined the entries in the complainants' books, contained in that part of the account know as the A. M. Sherman loan account, of which the "Exhibit S. I. I. No 4" and marked also "F. P. No 4" is a transcript

Answer. I have, sir.

Second Cross-Interrogatory— Were those entries made, so far as they consist in charges of cash, by yourself?

Answer. I believe they were sir.

Third Cross-Interrogatory. Were or were not the payments of cash so charged made to the defendant Sherman?

Answer— Well I cannot answer; do you mean, were the payments made to him individually?

Fourth Cross-Interrogatory. Go on and state what you know about those payments being made?

Answer. I can not say that the money was paid to him individually, for the reason that I was often directed by the President to fill out a check to the order of A. M. Sherman, which was by me done and handed to the President. The checks were all signed by the President and Secretary; all checks required the signature of both the President & Secretary.

Fifth Cross-Interrogatory— Were you the Secretary during the whole period of this account?

Answer— Yes sir.

Sixth Cross-Interrogatory. Were all those payments made by checks upon which your signature was placed, as Secretary?

Answer. Yes, what payments were made by checks were.

Seventh Cross-Interrogatory.— Were or were not all the entries of cash payments therein charged made by checks?

Answer. No sir.

Eighth Cross-Interrogatory — Distinguish such charges in the said Exhibit as were not made by checks?

Answer— From recollection I should say that the charge of August 14th, 1855 of $50, that of September 6th 1855, $250; that of September 15th, 1855 $50; and that of April 7th 1856 of $30, were not paid in checks, but I cannot state positively without reference to all the books. This would involve the necessity of looking at all the check-books.

Ninth Cross-Interrogatory. In what manner were those charges paid which you think were not paid by checks?

Answer. In bills from the draw.

Tenth Cross-Interrogatory. What do you mean by bills?

Answer. Bank bills.

Eleventh Cross-Interrogatory. To whom were those payments made which were not made by checks?

Answer. To A. M. Sherman I think.

Twelfth Cross-Interrogatory.— Were any receipts or vouchers taken for those payments embraced in the said Exhibit?

Answer. Yes sir.

Thirteenth Cross-Interrogatory. For which of the items?

Answer. For the first three charges in the Exhibit receipts were taken, I think, in the receipt-book. For the balance, memoranda only were taken.

Fourteenth Cross-Interrogatory. What was the character of those memoranda?

Answer. Simply, received from the Cumberland Coal and Iron Company so many dollars, with the date, and signed by A. M. Sherman

Fifteenth Cross-Interrogatory. Who had the custody of those memoranda?

Answer. I had the custody.

Sixteenth Cross-Interrogatory, Be good enough to state (according to your best recollection, what became of those memoranda?

Answer. They were handed by me to the President, Mr. Mehaffey, by his (Mehaffey's) direction.

Seventeenth Cross-Interrogatory. For what purpose?

Answer. I never knew.

Eighteenth Cross-Interrogatory.— Did you ever see them afterwards?

Answer. No sir, not to my recollection.

Nineteenth Cross-Interrogatory. About when was it that you as handed those