153d. Int. Did Sherman ever, at any time whilst you were such Secretary, obtain or take possession of any books, vouchers, or papers belonging to the said Company?
Answer. Never to my knowledge.
154th Int. Whose business and duty was it to keep them and track of the bills and accounts payable to the Company, and to arrange from day to day for the means of meeting them
Answer. It was my own.
155th Int. Did it not often occur, during the time Judge Sherman was Director, that the Company was embarrassed for means of meeting its accounts and bills payable? If aye, to whom, if any one, were you in the habit of resorting on such stress of the Company for means?
Answer. It did. I was in the habit, in such case, of resorting to A. M. Sherman, after a failure to procure it from the sales agent of the Company.
156th Int. Did that often occur during that time?
Answer. It did.
157th Int. Were there any of the other Directors beside Sherman who were willing to, and who did come forward, in such emergencies, to lend their money or credit to the Company? If aye, to what extent, who were they, and upon what, if any, security?
Answer. There were. It is impossible for me to state from memory, to what extent in amount. Loans were made to the Company by all the Directors, upon the guarantee of Sherman, as the books will show.
158th Int. Do you remember any instance in which Directors, or any of them, declined to lend money to the Company, except upon their being guaranteed by Judge Sherman. If so, state your recollection on the subject.
Answer. I do. It occurred with Mr. Lechleal, Mr. Hinman, Mr. Pettet and I think one or two others, at the time they were members of the Board.

Cross Examined for Complainant.

159th Cross Interrogatory. In your answer to the twenty-sixth interrogatory, you state that the amount of the bonds of the complainants outstanding, when it made efforts to raise money to meet them, was $537,000. Be good enough to look at the President's report of June 4th 1855 (page 336 of the printed record) in order to refresh your recollection, and state whether, anterior to the date of that report, seventy of the bonds comprised in the five hundred and thirty seven, had not been paid and cancelled?
Answer. The report of the Company does state that $70,000 of the $537,000 of the bonds of the Company outstanding at the commencement of the then past year were recently extinguished, by paying off and cancelling the same. That does not, however, in my opinion, convince me that I was incorrect in my answer to the twenty-sixth interrogatory, for this fact, that endeavors were made to obtain loans by the Company, for the purpose of paying off, said bonds, more than a year prior to June 4th 1855
160th Cross Int. How many bonds of the Company were outstanding on the 4th day of June 1855?
Answer. $467,000
161st Cross Int. You did not mean, then, that there were five hundred and thirty-seven bonds outstanding at the time Mr. Sherman undertook the renewal of the bonds?
Answer. I did not. I think there were only $467,000 of them outstanding at that time.

162d Cross Int. Be good enough to look at "Exhibit S. J. S. No 1" and state what is the meaning of the words "per receipt" after the entries therein contained?
Answer. That a memorandum or voucher was held by the Company.
163d Cross Int. Did not Mr. Sherman, at or about the time of the alleged settlement of this account, claim that the vouchers relating to the said account belonged to him?
Answer. Not to my knowledge.
164th Cross Int. In giving the bundle of vouchers to McMehaffey, did not Mr. McMehaffey say to you that Mr. Sherman wanted them?
Answer. If I recollect aright, he said that they would require them in the examination and adjustment of the "A. M. Sherman loan account"; and also the vouchers were asked for by Mr. McMehaffey, some time prior to the final settlement of said accounts. I remember distinctly Mr. McMehaffey's saying that he was determined to have the account settled as soon as possible, and intended to devote his whole time thereto.
165th Cross Int. Was any other person present at the time this conversation took place?
Answer. No one that could have heard it, as it was said in a low tone.
166th Cross Int. Did Mr. McMehaffey say that he was going to settle this account?
Answer. He did say that he was going to urge its adjustment in connection with the Executive Committee.
167th Cross Int. Did he use those words, "in connection with the Executive Committee" or do they express an inference of your own?
Answer. My impression is, that he said "with members of the Executive Committee"
168th Cross Int. Can you explain how it was, that with Mr. McMehaffey, in connection with the Executive Committee, so bent on having this account settled, and Mr. Sherman so determined, as you have stated him to be, to have it settled, there was any difficulty in getting it settled, so far as these parties were competent to settle it?
Answer. The difficulty, as I was led to believe from what Mr. McMehaffey told me, was in getting sufficient time and attention of Mr. Sorrey particularly to devote to the thorough examination of the account. Mr. Bloodgood, however, had made a thorough examination of the said account, and wished as he stated to me, to have Mr. Sorrey to do the same. Mr. McMehaffey told me, at different times, that Mr. Sherman would have nothing to do with its settlement or adjustment, and consequently he required the sanction and approval of both Sorrey and Bloodgood, as I have in my answers, in substance stated previously.
169th Cross Int. Look at the "A. M. Sherman loan account" and state the date when the alleged settlement was made?
Answer. From this account I infer that it was done on or about March 20th 1858, and final balance paid March 23d. 1858.
170th Cross Int. Don't you remember whether the meeting of the Executive Committee, to which you referred in your direct examination — answer to one hundred and fourty-fourth interrogatory. — was held upon the day, or upon the day before March 20th 1858. When you made the entry?