to make that credit?

Answer. I think it was, his attention having been called to the item from a statement directed by him to be made of said account, and an explanation of the charges on said statement; he, Mehaffey, remarked that I must have mistaken his direction, I charging to N. M. Sherman loan account. I then remember asking him upon what account to transfer the said item; to which he replied, the reserved stock account.

292nd Cross-Int. Was this conversation about the time when you made the changes in the entries of which you have spoken?

Answer. Undoubtedly it was — in April, 1857.

293d Cross Int. Did Mr. Mehaffey ever apply to you after that for a statement of this acct.

Answer. Yes sir.

294th Cross Int. Did he do so frequently?

Answer. I think so.

295th Cross-Int. Both before and after that time?

Answer. Yes; I should say that during the continuance of this account I made out statements showing the debit and credit at least twenty times.

296th Cross-Int. For whose use were they so made out?

Answer. For Mr. Mehaffey, I suppose at least by his direction, and handed to him.

297th Cross-Int. Had you no reason to suppose that these were made out, or ordered to be made out, for the use of, or were used by Mr. Sherman as well as Mr. Mehaffey?

Answer. I do not know what use was made of them.

298th Cross Int. Were they never handed or sent to the Presidents' room, when he and Mr. Sherman were there together?

Answer. Yes.

299th Cross-Int. Often?

Answer. They may have been. In explanation I should say that Mr. Sherman was generally in the office every day; he had a desk in the office.

300th Cross Int. In the resolution of the Board of Directors, contained in the minutes of the Board, and recited in the bill of complainant, at folio 24 of the printed bill filed, I observe the resolution runs: "Resolved that the President and Directors be and they are hereby authorized to make such sales &c. Did you take any active part in the negotiation of that sale in fixing the terms of it, or did you do anything beyond the ministerial duty in respect to the execution of the papers?

Answer. No.

301st Cross-Int. In your answer to the 150th interrogatory you speak of a meeting of the Board of Directors, at which you say that S. J. Tilden and Charles Gould were present. Take the minute book and identify that meeting referred to in your answer referred to in said interrogatory.

Answer. I was at the meeting of the Board of Directors held April 9th, April 15th, or April 14th 1858.

302nd Cross Int. Do you remember Mr. Mehaffey making a proposition at the Board in respect to a contract for transportation which he wished to make with the Company after he should have gone out of its Presidency?

Answer. I have such an impression.

303d Cross-Int. Do you remember his saying on that occasion that he was willing to pay more than was required to be paid by the contract for transportation with Sherman & Dean?

Answer. I do not remember what was said in detail respecting it — in other words, can not state on what terms, if any were stated by him.

304th Cross-Int. I did not ask you to state the terms, but simply to say whether Mr. Mehaffey did not say that he was willing to give higher rates than those provided in the transportation contract referred to?

Answer. I do not remember.

305th Cross-Int. Have you had any conversation recently with the defendant Sherman, in which he reminded you of the offer to which you referred in your answer to the 150th interrogatory?

Answer. No.

306th Cross Int. Have you had any conversation with any other person who has reminded you, or sought to remind you, of that offer?

Answer. No.

307th Cross Int. I call your attention to an allegation in the answer of the defendant Sherman, in which he states an occurrence as having taken place at the meeting of the Board when complaints were made by the said Tilden as to the said transportation contract, and when he states that he did, then and there propose and freely offer to said Board then and there to modify the terms of said transportation contract; I desire you to recollect and see if you do not think it may be possible that you have confounded the two occurrences or mistaken one for the other, and that the offer referred to was in respect to modifying the transportation contract only?

Answer. I think not; on the contrary, it is firmly impressed on my mind, from conversations in the office of the Company, subsequent to the meetings of the Board of Directors held April 9th 1858, that Mr. Miller, a member of the Board signified his willingness to entertain Sherman's offer.

308th Cross Int. How did he signify that willingness by what and to whom?

Answer. To other members of the Board in conversation.

309th Cross Int. At meetings of the Board or otherwise?

Answer. Otherwise.

310th Cross Int. Mention the name of some member of the Board to whom or in whose presence, Mr. Miller so signified?

Answer. I can not say definitely who, or what member or members, but it was a general subject of conversation, and my impression is, it was was placed on the ground of policy for the Company to accept Mr. Sherman's offer.

311th Cross Int. Did Mr. Miller speak of Mr. Sherman's offer?

Answer. I so understood it; more or less of the conversation was held in my presence.

312th Cross Int. Who else was present?

Answer. Sometimes two or three — there might have been more.

313th Cross Int. To whom did Mr. Sherman address this offer when he made it?

Answer. To the President and several Directors present. 5 14 Ms

Q. None in particular?

Answer. To the whole in general.

314th Cross-Int. What gave occasion to this offer on the part of Mr. Sherman?

Answer. I dont know that.

315th Cross Int. Did you hear any conversation on this subject previous to his making this offer, and if yes, what?

Answer. I may have heard previously.

317th Cross Int. Did you hear any remarks or question by any member of the Board