25th Int. How much of the liabilities stated in that account arose from the wharf purchase at Baltimore?

Answer. $19,200.

26th Int. How much had been paid at that time towards the purchase of the wharf at Baltimore?

Answer. I can not state from general recollection but must refer to the books. (Witness does so and says:) About $15,000.

27th Int. Look at the bill of complaint, folio 160, at the entry of October 30th, 1857. of $2000. Who made the entry of that item on the books of the Company?

Answer. I did.

28th Int. Is the entry in the bill of complaint a true copy of the original entry made by you in the books of the Complainant?

Answer. I must verify it before answering it. Witness compares it and says: It is a correct copy as regard the amount, in the bill of complaint the phraseology is a little amplified, as the entry in it is A. Mehaffey, and in the journal it is A. M. only.

29th Int. Give us an exact copy from the journal.

Answer. "A. Mehaffey loan account (M. N. Falls) Paid A. M. September 19th $2000."

30th Int. Explain the entry ("M. N. Falls")

Answer. I put that in as a memorandum because Mr. Andrew Mehaffey told me that the money was paid over to M. N. Falls for his, Mehaffey's account.

Cross Examined for Defendants.

1st Cross Int. Have you any personal knowledge whatever, or any knowledge except what you derive from the books of account of the Complainant as to any of the facts testified to by you this day, and if yea, of which?

Answer. I have some personal knowledge as to what I testified to in answer to all the interrogatories from the 4th to the 11th both inclusive, and to the 30th interrogatory, as to all my answers to the other interrogatories, I have no personal knowledge, but answer only from the books of the Company.

Edward S. Loomis, being further examined on behalf of the defendants, on the following interrogatories, to him propounded, in that behalf, makes oath, deposeth and saith as follows, that is to say:

159th Int. In the reserved stock account, as set forth in the complainants' books, were sales or purchases of stock entered, as having been made, or were they in fact made to any, and if any to what extent, in the name of the complainant?

Answer. None in the name of the Company.

160th Int. Why were such sales and purchases not made in the name of the Company?

Answer. The Company did not wish to be recognized or known in any of the transactions.

161st Int. In whose names were these stock transactions made, or entered in the books of the Company as made?

Answer. The names of A. Mehaffey, Sherman, Sorey, Bloodgood, Jones, Edward S. Loomis (the witness) all for and on account of the Company.

162nd Int. Was Jones a real or fictitious person?

Answer. Fictitious, I always supposed.

163d Int. Was any sale of purchase made in your name, made with your knowledge or assent?

Answer. No. I never knew of it until a bill was handed me of the sale I think of 100 & 200 shares, on my individual account.

164th Int. Did Sherman ever, to your knowledge, take any part whatever in making either of the sales or purchases comprehend in this reserved stock account, or in preparing & delivering to you, or conveying to the office of the complainant, any bill or memoranda of such sales or purchases, or either of them?

Answer. No. It was generally done by Sorey or Bloodgood.

165th Int. Did you, in circulating the annual reports for 1856 and 1857, made by the President to the stockholders, send copies of such reports to such stockholders, and if yea, state how many, and how you ascertained to whom so to send them?

Answer. I did to nearly every stockholder of the Company. We had the address of all with the exception of perhaps 10 or 15.

166th Int. Do you know whether Cornelius Baker one of the Directors of said Company knew of the sale to, and the transportation contract made with Sherman and Dean at the time the same were made, and if yea, state how you know he had such knowledge, and to what extent he at that period acted as such Director in and about the business of the Company?

Answer. Yes, he must have known, from the fact of his presence generally at the meetings of the Board when that subject was freely discussed by the members of the Board. My impression of Mr. Baker was that he was not only regular in attendance to its meetings, but also examined minutely into all of its business.

167th Int. Did he ever, to your knowledge, make any objection to the sale or to the contract with Sherman & Dean?

Answer. No.

168th Int. Did you, in addition to the monthly balance sheets, make out and present to the Board of Directors, monthly statements of cash receipts and of its disbursements, during your connection with the Company, as its Secretary?

Answer. Not the whole time I was Secretary. Trial balances were invariably submitted to the Board of Directors, but monthly statements of the cash receipts and disbursements were submitted I think during the years 1856, 1857 and 1858. I can tell definitely by looking at the statement-book.

169th Int. When, or about what time, were the bonds of the Company, which were purchased and extended by Sherman, purchased by him and extended, endorsed thereon, for the period of 8 years?

Answer. Some were purchased prior to January 1st 1856, and others in and during the month of January, 1856, when the indorsement was made.

170th Int. About how many of the bonds were so purchased and endorsed by him prior to and during the month of January 1856, to your best recollection?

Answer. I should say nearly all of them.

171st Int. Name as nearly as you can the proportion of all?

Answer. I should judge at least 350 of them, of $1000 each, were purchased, and the balance, or nearly all of them, were extended by indorsement in January or February 1856.

172nd Int. Can you tell me why, in the A. M. Sherman loan account, the principal credits to Sherman for the purchase and extension of those bonds, bears date as of the year, 1857?

Answer. It is owing to the fact of them not being been disposed of.

173d Int. Did Sherman make to you, from time to time, in the purchase and ex-