absorbed and more than absorbed, or words to that effect; Was not the Company liable, in your view of the transactions, for an additional payment, if the $10,000 was more than absorbed?

Answer. I think it was; but I have no recollection of any call being made for a further sum.

119th Cross Int. Did Mr. Badger use the words, the Company's money, when he made the communication to you or is that your own phraseology?

Answer. He did – it is not my phraseology.

120th Cross Int. He knew then that the dealing was on account of the Company, did he?

Answer. I inferred so from that remark.

121st Cross Int. Had you ever told him so?

Answer. I have no recollection. Knowing him to be the confidential clerk of Mr. Thompson, I may have done so.

122nd Cross Int. What was the object of your visit to Mr. Badger this morning?

Answer. To confirm my impression.

123d Cross Int. State the whole conversation as it occurred.

Answer. I asked him if – had recollection of the deposit of $10,000 made with Mr. Thompson whilst he was with him, to purchase stock for the Cumberland Coal and Iron Company? He said that he did, and that he had good reason never to forget it. I asked him why? He said, that upon the strength of the large purchase by Mr. Thompson, he was induced to buy himself, and lost all he was worth. I asked him if he recollected coming into my office, and telling me that the Company had lost that money, and that he himself was a heavy sufferer, or words to that effect? He said he did. I then asked him if his memory would serve him as to the time when he gave me that information? He said that he recollected it – was all done up within a very short time. I asked him what he meant by a short time? He said it was within, he felt very certain of 60 days. The reason of my calling upon Mr. Badger, was to know as near as he could recollect, the time that he gave me that information.

124th Cross Int. Did Mr. Badger say that he was a partner in the same transaction?

Answer. He did not.

125th Cross Int. Mr. Mehaffey, the office of the Cumberland Coal and Iron Company at this time was on the north-east corner of Broadway and Wall street, was it not?

Answer. It was.

126th Cross Int. The entrance was on Broadway, and on the northerly side of the building, was it not?

Answer. It was.

127th Cross Int. Could you from the door of the building pass the front of the building and turn down Wall street, without passing the doors of the basement in which Mr. Thompson's office was?

Answer. You could not.

128th Cross Int. Did you not have frequent occasion to go into Wall street, on the financial and other business of the Company, and in connection with the transactions which during this period you were carrying on with Schack and Seofield, and other brokers?

Answer. I did not. It not an uncommon occurrence not to be seen in Wall

street, even passing Mr. Thompson's door in Wall street, once in thirty or sixty days.

129th Cross Int. Was not Mr. Thompson's door in Broadway?

Answer. I believe there is a door in Broadway; but I have never been through it, nor have I been in his office but twice in my life.

130th Cross Int. Did you make an affidavit in the action between the complainant and defendants, in the Supreme Court of the State of New York, on or about the 17th of December 1858, in reference to what happend at the stockholders meeting of June 1st 1857, relating to the deed and transportation contract, dated April 22d 1856?

Answer. I recollect having made an affidavit before the Court, and I think in that cause.

131st Cross Int. Was your affidavit as follows: "City and County of New York SS: Andrew Mehaffey of said city, being duly sworn, says, that he was the president of the plaintiff; that he is acquainted with, and familiar with the facts stated in the foregoing affidavit of Allen M. Sherman, except as to the delivery of the deed to the Hoffman Company, which affidavit he has heard read, and knows the contents thereof; that the same and the facts stated therein are true, as therein stated. A. Mehaffey. Sworn to before me this 17th day of December 1858. J. M. Ashley, Commissioner of Deeds:

Answer. It was.

132d Cross Int. Did not the affidavit of A. M. Sherman, to which yours referred, and which yours adopted, state the proceedings at the stockholders' meeting of June 1st 1857, in relation to the deed and contract referred to, in the following words: "And deponent says, that two years after said resolution of stockholders directing said sale, and more than a year after said agreement & deed were made and delivered, the whole subject of the said agreement and deed, and their effect and operation, came up for consideration by the stockholders of the plaintiff, at a meeting thereof in the following manner: Several weeks prior to the annual meeting of said stockholders, a large number of said stockholders were deputed, with the wish and desire of this deponent, to proceed to the coal property of the plaintiff, and examine the same, and particularly that portion conveyed to deponent and said Dean, and to report the result of their examination and investigation to the then next ~~next~~ meeting of the plaintiffs stockholders; that several of them numbered as examine, and reported at the meeting of the stockholders, held on the first day of June, 1857 that they had examined the same, and that they were entirely satisfied with said agreement and deed with the exception of certain minor features then specified; and upon their suggestion and with the assent and voluntary act of said Sherman and Dean, said deed and contract were modified in the respect so suggested; that the report of the said committee and said deed and contract were fully discussed at said stockholders meeting and ratified with the exception aforesaid; that the late Seth Grosvenor was one of the said stockholders, who afterwards visited said lands and made said investigation and he was also present at said stockholders meeting, and acted as the prominent speaker of those who visited said lands, and stated to the meeting that he had heard certain rumors in Wall street, as to said deed and contract, and had had a desire to see and know for himself, as to the truth