229th Cross Int. Was Mr Sherman present at that time?

Answer. He was

230th Cross Int. After Mr. Bloodgood resigned as Director, on the 17th of April 1858, and was subsequently reappointed, was he again appointed on the Executive Committee during the period in which you remained President?

Answer. I have no distinct recollection about his appointment by the Board, but my recollection is, that he acted as a member of the Executive Committee after he was reelected. I may have reinstated him myself.

231st Cross Int. My question is, whether he was formally reappointed, if yea, when, by whom, and what record was made of such reappointments?

Answer. I have no re-ollection of his being formally reappointed by the Board;

232d Cross Int. Have you any recollection of his formally being reappointed by any body?

Answer. Not a distinct recollection.

233d Cross Int. On the settlement of your account with the Company, who acted on behalf of the Company?

Answer. Mr. Torrey, Judge Sherman, and Bloodgood, as near as I can recollect.

234th Cross Int. I observe that the items of $1217.73, under date of April & August 7th, 1856, of $3000 under date of April 1856, of $2976.29 under date of September 28th 1856, $2030.45 September 19th, 1857, are all stated as being paid per instruction of the Executive Committee; what members of the Executive Committee were they who gave those instructions, if any?

Answer. My recollection is, the persons already named.

235th Cross Int. What was the occasion of the Company's buying so largely as it did of cars and other equipments, during the year 1856, and the fore part of 1857?

The Company had gone into a contract with Sherman and Dean to carry their coal, which required and additional equipment; and besides, the Company anticipated a largely increased business.

236th Cross Int. Had not the Company sufficient equipment to do its own business, except for the accommodation it undertook to furnish for the business of Sherman and Dean?

Answer. They had, at that time, but anticipated an increased business, and to avoid the necessity of hiring cars from other parties as they did occasionally.

237th Cross Int. They had then no surplus of equipments in case they enlarged their own business?

Answer. I am not entirely certain about that, but I think not.

238th Cross Int. Be good enough to look at these two letters, and say if you know the handwriting.

Answer. I do. They are the handwriting of William Schley Esq. of Baltimore

239th Cross Int. Is there any thing between the steps to the building where complainant's office was and the entrance to John Thompson's office, except the iron rail upon the edge of the steps?

Answer. That's a question I can't answer.

240th Cross Int. You mention that you intended to transfer the entry of $10000

made against Mr. Sherman July 12th 1856 "at the proper time"; be good enough to state what you meant by the "proper time!"

Answer. I had no reference to any particular time, but wished it so entered that the fact might not be known that the Company was buying its stock, lest others might be induced to buy and thereby cause the stock to advance before Mr. Thompson purchased the amount required.

241st Cross Int. You supposed then that it would take some considerable time for him to purchase the proper amount, without disturbing the market?

Answer. I do not know now, what my impression was, but I think I left the matter to his (Thompson's) own discretion.

242nd Cross Int. About how long after was it that the losses were incurred?

Answer. I had forgotten entirely the period within which the losses were sustained, until the seeking of Mr. Badger on Friday night. I called upon him to know if he did recollect the transaction; he said he did distinctly, or words to that effect; I then asked him if he recollected within what time the losses were sustained; he said it was within 60 days.

243d Cross Int. The transportation contract between the Complainant and Sherman and Dean was executed, was it not, in duplicate, the Complainant retaining one copy, and Sherman and Dean taking the other?

Answer. There were counterparts; I know there was but one contract and the deed; these were sometimes called agreements, but there was but one contract.

244th Cross Int. Was not one of these duplicates on the possession of the Company?

Answer. My impression is, that I left it in the possession of the Company. It certainly was there at the stockholders' meeting of June 1st 1857, and the deed and contract were both read at it; I have no recollection of having seen it since.

245th Cross Int. Did not that deed and transportation contract contain the whole agreement between the Company on the one hand, and Sherman and Dean on the other, with respect to the sale of lands and the transportation of coal over the road of the complainant, and the terms and conditions thereof?

Answer. They did

The commission was then adjourned until the second day of April, in the same year, at nine o'clock in the forenoon, and the same place, at which last mentioned time and place the commission met, pursuant to notice, and I proceeded, in the presence of the solicitors of the respective parties, to take the following depositions, that is to say:

Andrew Mehaffey desires to make an explanation with regard to his answers to the cross interrogatories from 213th to 224th, which he does as follows:

I stated briefly in reply to those cross interrogatories, which in the absence of a further explanation I apprehended might leave a wrong impression, for instance, I stated that we were compelled to borrow money from various sources, and receive advances from our sales agents while it would appear from the reports that large balances were on hand. I alluded yesterday to the truth of the statements contained in said reports, simply in a brief reply to the several interrogatories, upon the supposition that I should have an