you are able?

Answer. I mean sir, that the Company believed it had more land than was necessary for its use, that the sale of that portion of the land was an advantage to the Company, relieving it from its embarrassments not from all?

11th Cross Int. Wasn't not also said sir, that the Company would derive a handsome profit on the transportation of coal to be mined from the land sold to Sherman and Dean?

Answer. I think it was stated, that the Company would derive advantage from the transportation of coal or freight whatever it might be, freight would cover the coal, I had, and have the impression that the provision was made for the transportation of coal, and other articles of freight.

12th Cross Int. Were any other further explanations made than those which you have now mentioned?

Answer. I think explanation was made as to the amount received by the Company, and the manner in which it was paid.

13th Cross Int. Anything else?

Answer. I don't remember specifically sir.

14th Cross Int. Do you mean that you don't remember that any further explanations were made?

Answer. I don't remember now sir, as to any particulars as to further explanations if I understand the force of the question.

15th Cross Int. Did you not understand at that time, that the rates of transportation provided in the contract with Sherman and Dean were such as to afford a considerable profit upon that transportation?

Answer. I don't remember sir, that it was understood they would afford any considerable profit; my impression was, that it would be to the advantage of the Company somewhat.

16th Cross-Int. Did you know, at that time, what it would cost the Cumberland Coal and Iron Company to transport coal from the Hoffman mine to the canal or railroad at Cumberland, or what would have to be paid to connecting roads, or what would be the expenses of wharfage and shipment?

Answer. I don't know that I did know, sir.

17th Cross Int. You have mentioned Dr. Beadle that the deed and contract to Sherman and Dean were read, at the commencement of the meeting, on the call of Mr. Grosvenor and also that you suggested, at the latter part of the meeting, that some modifications should be made in those agreements; will you state as nearly - you can, what you said, and what was said by others at the time when you suggested such modifications?

Answer. I have already stated that I believed it to have been

the consequence of conversation with Mr. Grosvenor & Mr. Sherman. (and Mr. Sherman's having expressed his entire willingness to change that portion of the agreement) that I offered the resolution which was adopted.

18th Cross-Int. Did you call for the reading of the deed a second time, or did you make your motion with reference to the knowledge of it which had been acquired in the previous conversations?

Answer. I made the motion in consequence of the impression received when it was first read, but not until that portion of it had been read, and comprehended in all its bearings I suppose.

19th Cross Int, State your explanation more fully?

Answer. I believed on the reading of the agreement between the Company and Mr. Sherman, that the Company was bound to too much in the building of side-tracks, and transportation of coal and other freights under all circumstances of the road; and having conversed with Mr. Grosvenor and Mr. Sherman, I think on that matter, and Mr. Sherman having expressed an entire willingness to modify the agreement so as to meet the wishes and views of the Directors, after the transaction of other business, or rather after the approval of the contract and in a subsequent stage of the meeting, feeling that this release should be properly obtained from Mr. Sherman, and after the reading of so much of the contract as related to the side-tracks and freight, I moved the resolution for the appointment of a committee to see that the release was taken.

20th Cross Int. Have you refreshed your memory in regard to these transactions either by looking at the minutes of the stockholders meeting of June 1st 1857, or any other paper, or by conversations with any other person, and if yea, be good enough to state in what manner you have so refreshed your memory?

Answer. I have seen what purports to be an abstract from the minutes of the Company; I conversed with Judge Sherman and Colonel Postley, and Mr. Stoughton the counsel of defendants; but none of the conversations, or the article which I have read, have changed my recollection; I may say also that other papers were put into my hands, which I have not read, choosing to trust to my own memory.

21st Cross Int. What were those other papers?

Answer. They were printed and written. I don't know what they were, as I have not read them. On running my eye over them, they seemed to be proceedings in the Smelter.

22nd Cross Int. What names of parties did you observe in running your eye over these papers?

Answer. I think I distinctly remember the names of Mr. Mehaffey and Mr. Loomis.

23rd Cross-Int. Wasn't not Mr. Mehaffey's testimony, taken on this present examination, that was shown to you?

Answer. I do not know, sir; I saw that it was testimony - it was printed; then there was a written document which I did