"Agreement of Counsel E.P. No 2"
(also called E.W.S.)
"Filed with commr. Feby 14th 1861"
"Jdh Pinkney commr."

Circuit Court of Allegany County Md.
In Equity

Cumberland Coal & Iron Company } No. 1286
against
Allen M. Sherman et al } Chy.

It is agreed that each of the following papers copies of originals contained in & part hereof, made be read in this cause in evidence, until the like effect, as the originals of the same could be, were each and all of the same produced, filed and proved as such originals, and that this agreement shall be marked E.W.S. - and that the several copies E.W.S. No 1 - E.W.S. No 2 &c for the purpose of designating the same, and that said copies shall be filed in place of originals, but the latter are to be furnished at any time, for the inspection of Complainants Counsel, when the defendants are so required to do. And it is further agreed that said copies are to be open to same objections, and none other - that the originals themselves would be, were they produced, filed and proved as such originals but the complainant is to have full liberty notwithstanding the various admissions herein contained, by any now or hereafter in the cause, to explain, alter or wholly contravert any of said papers, or of said admissions or the effect of any or all of the same, as if the thing hereby admitted, had been shown by a witness produced on the part of defendants "E.W.S. No 1" E.W.S. No 2" E.W.S. No 3" are copies of three notes in respect to which it also agreed that they were given by defendants Sherman & Dean to complainant in the alleged purchase of lands in controversy in this cause, and that the indorsement across the face of each is, in the handwriting of, and signed by E.H. Loomis the Secretary of the complainant.

E.W.S. No 4

A receipt which is in the handwriting of said Secretary Loomis and by him signed and delivered, acting in behalf of complainant, to the defendant Sherman acting in behalf of Sherman and Dean.

E.W.S. No 5.

A Bank check for $434.97/100 made and given by defendant Sherman as alleged by defendants and admitted by Complainants to Complainants in the alleged settlement of an

account designated on the Books of Complainant as A.M. Sherman's loan account - A copy of which is admitted by the defendants by Stipulation in this cause in the place of the original Books containing it, and filed under said stipulation & called A.M. Sherman Bond loan account for convenience of designation and marked S.S.T. No 2 and defendants part of said account is marked E.W.S. No 5.

E.W.S. No. 6

A receipt for the above check signed and given by said Loomis as Secretary of Complainant to Defendant Sherman, without prejudice to his cross-examination

E.W.S. No 7

A Bank check dated July 1857 for $3360 - made and given by defendant Sherman, in behalf of Sherman and Dean to pay a half years interest on $112000 of complainants Bonds, and that said check was duly paid to complainant.

E.W.S. No. 8

A Bank Check dated January 2nd 1858 for $3360, made and given by defendant Sherman, in behalf of Sherman and Dean to pay another half years interest on said $112000 Bonds of Complainant and that said check was duly paid to complainant.

E.W.S. No. 9

A receipt for last check given and signed by said Secretary Loomis

E.W.S. No 10

A receipt made and given by said Secretary Loomis, to defendant Sherman acknowledging the delivery to said Secretary of a certain receipt, signed by Edward H. Miller and dated June 5th 1858, and delivered by him as Secretary of Complainant

E.W.S. No 11

In the form of one of the 467 Bonds, which are all alike in substance, referred to in a agreement between Sherman and Complainant dated September 15th 1855, together with the form of the memorandum of Agreement of Extension made by defendant Sherman and endorsed upon said Bonds

E.W.S. No 12.

A copy of a report made by A. McKaffey President of Complainant at the annual meeting of Stockholders in June 1858.