of Hoffman Coal for month of August.

$1,710.81-100

Geo. Henderson Jr. G.S.
pr. Samuel M. Haller.

(Duplicate)

Received Oct 12th 1858 of O. D. Robbins Esq. agt. Hoffman Steam Coal Co. eight hundred and eighty three dollars and eighty seven cents in full of bills on coal for month of September and for freight on props.

$883.87-100

Geo. Henderson Jr. G.S.
pr. Samuel M. Haller

Received Nov 9, 1858, of O. D. Robbins agt. Hoffman Steam Coal Co. eleven hundred and seventy seven dollars & twelve cents in full of bills on 4,821.16 tons coal to canal in October, & on 1,329.15 tons coal to Depot in October.

$1,177.12-100

Geo. Henderson Jr. G.S.
pr. Samuel M. Haller

Rec'd Cumberland, Dec. 21, 1858, of O. D. Robbins, agt. Ten hundred thirty nine 06-100 dollars in full for bills on 4,291.05-20 tons to Canal @ 20¢; and 1,042.07-20 tons Br. & Ohio Rail Road 16¢ and seven cars timber @ 21 per car.

$1,039.06-100

Geo. Henderson, G.S.

E. W. S. No 14.

At the request of Allen M. Sherman, Andrew McHaffey and Francis Bloodgood the following Deed of Trust was recorded Oct. 3d 1857

This Deed of Trust made this thirtieth day of September in the year of our Lord eighteen hundred and fifty seven, by the Cumberland Coal and Iron Company (a corporate body incorporated by an act of the General Assembly of Maryland) to Allen M. Sherman, Andrew McHaffey and Francis Bloodgood of the City of New York in the State of New York Witnesseth

That whereas from various causes, assets of the said Company of larger value, and which, under other circumstances would have furnished available means greatly in aid of the payment of its debts, have been rendered for the present unavailing for the purpose; in consequence thereof it has been necessary for some time past, to make loans usually on call or at short date to a considerable amount, in order to meet the engagements of the said Company as they respectively matured; and whereas from the severe financial pressure, now so general existing, from the uncertainty of the period of its duration, from the great difficulty

which will undoubtedly be encountered in raising money on loans in case it should become necessary to raise any largely increased amount and for any considerable length of time, it has been considered and decided by the President and Directors of said Company that they would be blameably regardless of the interests of the Stockholders of said Company, if they should conclude to expose the Company to such losses and sacrifices as would inevitably result from continued efforts to comply punctiliously at all hazards and at any cost, with the engagements of the said Company; and that on the other, there can be no just of complaint on the part of the creditors or others, if sufficient and ample provision be made for the payment of the debts of the said Company without any unnecessary delay, by dedicating irrevocably, to that purpose so much and such parts of the property and assets of said Company as can be disposed of, without essentially interfering with the business operations of said Company without impairing or rendering impotent any of its corporate powers or injuriously affecting its interests in any way, and without touching the mines or mineral lands of said Company, or other property real or personal, included in or covered by the deed of trust heretofore executed and delivered by said Company to James Brown, John E. Williams and Lowell Holbrook, bearing date of 22d day of November 1852 and recorded in Land Records of Allegany County, in the State of Maryland. And the said Company having determined to execute this deed of trust and to provide therein and thereby for the payment of its debts, and the said Allen M. Sherman, Andrew McHaffey and Francis Bloodgood upon being requested so to act, having consented to assume upon themselves the burthen of the execution of the trusts of this deed; Now therefore this Deed of Trust witnesseth that in consideration of the premises and of one dollar in hand paid, the receipt whereof is hereby acknowledged — the Cumberland Coal and Iron Company, party hereto of the first part, hath granted, bargained, sold and conveyed, assigned and transferred, and doth hereby grant, bargain, sell and convey, assign and transfer, to the said Allen M. Sherman, Andrew McHaffey, and Francis Bloodgood, and to the survivor and survivors of them, and the his, executors, administrators and assigns of such survivor, all the estate and property, real and personal, and mixed, and all choses in action, rights, credits and effects, owned by or belonging to the said Company wheresoever the same may be situated, and of whatsoever the same may consists other than, and except only, such lands and property of said Company as are embraced in or covered by the said deed of trust heretofore executed, and delivered to the said James Brown, and others; the said property hereby intended to be conveyed consisting in part of the property at Locust Point, in Baltimore City, in the State of Maryland, usually designated as the