street, New York, until Saturday the 19th day of May next, at 2 o'clock P.M. when they will be opened, and the awards made.

Ten per cent, will be required to be paid, on notification to the parties of the acceptance of their bids; forty percent on the first day of June, and fifty percent on the fifteenth day of June, with liberty to pay the whole at an earlier day.

The Company will reserve the right to reject the whole or any portion of the bids.

A. Mehaffey
President

For further particulars apply to
Dunham Ileo 13 William Street New York

"Defendants Exhibit A. M. S. No 2"
"Filed with commissioner March 11th
" 1861 Frederick Pinkney, Commr.

United States of America
State of New York
The Cumberland Coal and Iron Company

The Cumberland Coal and Iron Company acknowledge themselves to owe to or bearer, one thousand dollars, which sum said Company promise to pay to the said or to the holder hereof, at the Mechanics Exchange Bank in the City of New York on the first day of January in the year of our Lord eighteen hundred and sixty-five, and also interest thereon, at the rate of six per cent per annum, semi-annually on the first day of each July and January ensuing at the date hereof until the said principal sum shall be paid, on the presentation of the annexed interest warrants at said Bank.

This Bond is for part of the sum of five hundred thousand dollars borrowed to extinguish the outstanding bonded debt of said Company, the full and final payment of which and of the interest thereon is secured by an indenture of Mortgage on Real Estate, known as the mining or mineral lands of the said Company in Allegany County Maryland, which said Indenture is dated on the ___ day of in the year one thousand eight hundred & fifty five, executed and delivered to ___ Dunham, James Brown, and William D. Thompson, Trustees, and recorded in Allegany County aforesaid.

The said Company agree to appropriate a sinking fund, for the purpose of securing the payment of the principal of the five hundred thousand dollars at the maturity thereof by setting apart annually, out of its earnings, after first paying all the expenses of working their mines and marketing the produce thereof, and the expenses contingent thereon,

and the interest on the said Bonds as aforesaid, the sum of Fifty thousand Dollars to be paid into the hands of said Bankers annually on the first day of in each year, which sum shall by them be invested in the bonds of such incorporated Company as they shall deem advisable, provided however that preference shall be given to the bonds given by said Company for the said five hundred thousand Dollars as aforesaid at a price not exceeding the par value thereof. An account shall be kept of the said sinking fund, and the accumulations thereof, and the said fund and the securities belonging thereto, shall at all times be kept separate and apart from the other funds and assets of the said Company, in order to secure the actual application in good faith of the whole thereof to the payment of the principal of said Bonds as aforesaid.

The said Company further agree that in case any of the said interest warrants shall not be paid when due and within thirty days after the same shall be presented for payment at the place mentioned or in case the sum to be set apart for a sinking fund shall not be paid over to the said trustees within thirty days after the day in each year appointed for the payment thereof; then and in such case the principal sum herein agreed to be paid, shall become due, and the party holding this Bond shall be entitled to recover the same.

In testimony whereof the said Company have caused their corporate seal to be hereunto affixed and these presents to be subscribed by their President and their Secretary this day of A.D. 1855

I hereby certify that the Indenture of Mortgage mentioned in the foregoing Bond, has been duly executed by the said Company and delivered to me, comprising the real Estate of said Company situate in Allegany County Maryland known as the mining & mineral lands of said Company, conveying the same in trust to
Dunham, James Brown, and William D. Thompson
according to the above agreement.

"Defendants Exhibit A. M. S. No 3"
"Filed with commissioner March 12th
" 1861 Fdk Pinkney, Commr.

By Laws
of the
Cumberland Coal and Iron Company

Sec. 1 The government and management of this Company, its assets, property, and concerns shall be, and the hereby