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Int 36th Who had the management of the business of Shelley & Co.

Ans: Edward Shelley

Int 37th Had Hugh Maher anything to do with the business of Shelley & Co. about the yard or elsewhere that you know of

Ans: I don't know that he had anything more than that he was reputed to be a partner and his name was on the firm card.

Int 38th Was there any advance in the price of hard coal in 1860 if yes when did the price begin to rise, and do you know the price.

"objected to as immaterial"

Ans: There was an advance, but I could not say when or how much

Int 39th State whether you were employed in the same local yard in 1859 and if so how the supply of hard coal for 1860 compared with that for 1859

"objected to as immaterial & incompetent"

Ans: I was in the employ of Shelley & Co in 1859 we had no coal at all in 1860 compared with what we had in 1859
"objected to"

Int 40th Of the supply of hard coal of Shelley & Co between apr. 15/60 and apr. 15/61 had # been full how much more coal in the ordinary course of their business might have been sold than was sold with the supply of coal they had.

"objected to as immaterial & incompetent"

Ans: I should think about 5 or 600 tons.

Int 41st How much it have been between apr. 13th and oct 11th 1860 "objected to"

Ans: Between 2 and 3000 tons.

Int 42nd Which was the best month in that year for selling hard coal. "objected to"

Ans: August, September, October and November.

Chief Examination

+ Int 1st Who employed and paid you

554 Ans.^r Edw and Kelley

+ Int 2^d. In answer to the 4th direct you stated that your business was soliciting agent for Coal orders explain the mode manner & how you did your business.

Ans.^r. I went calling on business men that I was acquainted with and enquired if they had made arrangements for their Coal for the Winter & if they had not I solicited their order for the amount they required, giving them the list of prices. I did my best to receive their order before I left them, oftentimes writing out a small contract in case I got it. In other instances they would give me their order without a contract from personal acquaintance with me or with members of the firm. I then took the order or contract as it might be, and put them on the order book in the office in my own hand writing as a general thing.

+ Int 3^d. Did you yourself have a memorandum in which you took a note of the orders or contracts which you made

Ans.^r I did.

+ Int 4th Where is that Memorandum Book?

Ans: I can't find it.

+ Int 5th Did the Memo Book which you speak of which you yourself had belong to you or to Kelley & Co

Ans: It belonged to me and I think I burned them up when I went off to the War.

+ Int 6th Have you looked to see the memo Book in which you kept the order was burned up?

Ans: I have looked for them, and can't find them and I know I burned up several small Pap Books when I burned up my papers.

+ Int 7th How soon after you had obtained the order from any person for coal did you enter it on the order book in the office?

Ans: I usually went to the office once or twice a day and entered what orders I had.

558 + Int 9th Did you see to the delivery of coal
"objected to as leading?"

Ans: I did not I merely took an interest
in the delivery of the order that I received
supposing I take an order for 10 tons &
the buyer wants it delivered at once I
would then report so at the office. the
next day I would look at the books to see
if the order was delivered. if it was not
so marked, I would then write another
notice on the order book, that it must be de-
livered without delay, and I would keep
at them the same way until it was deliv-
ered.

+ Int 9th you have stated on your direct ex-
amination that you thought that five sixths
of the orders taken by you was for Hard Coal
State your reasons for so thinking.

Ans: When I sold Hard Coal they would
order a small quantity of soft coal for
smoking say about 1 ton of soft to 10 of
hard, in some places where they had grates
in their parlors they would order five tons of
soft coal for grates. It is rough guess but as
I said before I sold as a general thing but

559 a small quantity of soft compared to the
hard. that is my only reason.

+ Int 10th How long is it since you saw the
Memo Book or books which you have referred
to in which you put down the orders that
you selected and received?

Ans: I think it is a year perhaps. I have
got a memo Book now with a very small
portion of the orders in it. I had it here
the other day and took names from it.

+ Int 11th Where is that Book now

Ans: It is not with me, but it is in my pos-
session.

+ Int 12th Will you produce that book

Ans: I will any time it is wanted

+ Int 13th How many books did you have from
Apr. 15th to Oct 11th 1860

Ans: Now I guess

+ Int 14th During the time that you were in the

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employ of Kelley & Co did you act as soliciting agent for any other person or persons engaged in the coal business in soliciting orders for coal. "objected to because it does not appear that he was in the employ of Kelley & Co the question does not admit of an answer"

Ans: I was employed by Mr Kelley to sell coal for Kelley & Co. I never sold for any one else while I was in their employ

+ Int 15th Did you know of Whom Kelley & Co received coal & did you keep any account of coal as it was received by them.
"objected to as leading"

Ans: I did not know of Whom they received coal only as I worked in the office I did not keep an account of the coal received by them.

+ Int 16th The statement that you refer to made by the book keeper. When was that statement made, by whom, and did you see and examine it.
"objected to"

Ans: It was made by Mr Hunt it was

made immediately after we got out of bed
 I think about the 1st. October 1860 I saw
 and examined it. It was made out at the
 request of Mr Maher & myself. Mr Maher
 wanted to know the full amount that
 was paid, and I wanted to know the amount
 of my order that was paid.

+ Int 17th When this statement that you refer to
 was a statement showing the amount of local
 that it would take to fill your order, and
 what else.

Ans: To show the full amount of all the orders
 received & to see how many cures and thicks
 I would have to get.

+ Int 18th What became of this statement, was
 it given to you & if so what has become of
 it.

Ans: The last I saw of it, it was in the office
 it was not given to me, it laid on the desk
 for several days to be referred to because
 because they could refer to it quicker than
 they could to their books.

+ Int 19th When was the last time that you saw it.

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Ans: I think it was made out about the 1st
October 1860, then it laid on the desk for a
several days. I could not say how many.

I saw it nearly every day that I was in
the office, and the last time I saw it was
the last day that it laid on the desk, that
was in the month of October 1860, and I
have not seen it since

Saml. O. Eames.

And the said James Conlon was by me
on the 30th day of June A.D. 1862 first
duly cautioned and sworn to testify the
truth, the whole truth, and nothing but
the truth in the cause of which I care-
fully examined the said Conlon and he
did thereupon depose, and say as follows.
That.

Qnt 1st What is your name age place

of residence & occupation

Ans: My name is James Conlan of lawfull age I reside in Chicago am a Wood & Coal dealer.

Int. 2^d. Do you know the parties to this suit if so how long have you known -

Answer. I do not know Mr Bull, the complainant I have known Kelley & Co two or three years

Int. 3^d. State if you made a contract with Kelley & Co for coal. if so. for how much coal when & if the order was filled & when it was to be filled

Ans: I did make a contract for the firm of Ryan & Conlan which was the name of my firm at that time, this was two years ago this August it was in August or September 1860. We were to have what ~~coal~~ we could sell whatever we should care for during that fall, winter & until the next spring price in Chicago was to be \$5.15 per ton for Lactawana, large & small, the order was not filled a small part of it was filled.

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Int. 4th How much did you usually sell + during, or would you probably have sold that winter if the order had been filled.
"Objected to"

Ans: That year I could have sold all that I could ^{have} get hold of I could have sold 3 or 400 tons

Int 5th State whether you sustained any damages from the failure of Kelley & Co. not fulfilling their contract. if so how much
"Objected to by Mr. Galt"

Ans: I consider that I lost \$1,000. or more, if I would pay so, by the operation

Int 6th Have you received payment for any damages sustained by your firm any person on acc of the failure of Kelley & Co. to comply with their contract. if so from whom & how much.

Ans: I got from Kelley & Co. \$325. or \$350 I don't remember which something in that neighborhood. Mr. Kelley paid it to me as part damages on the contract

565 Q^t. 7th Was the \$325. a \$350 all the damages
that you sustained by a failure of Kelley
& Co to comply with their contract?
"objected to by Mr. Galt."

Ans: I stated before how much the damages
were

Q^t. 5th What was the price of coal from Sept.
1st 1840. to February 1840.

Ans: The price went up to \$10. per ton from
\$7 per ton I think in September it was about
\$7⁰⁰. It remained at \$10. for three or four
months. It rose to that price in November
I think.

"General objection is made by
Solicitor for Complainant on the ground of
uncertainty"

Exp Exhibit

+ 1st When was you first informed that
Kelley & Co could not fill their contract with
you

Ans: about two months after the contract was
made.

566 + Int 2^d. Why didn't you get coal of other parties when you found they could not fill their contract?

Ans: I did get coal from other parties and paid more for it than my contract price with Stalley & Co.

Re Direct Examine

Int 9th. When you were informed by Stalley & Co. that they could not fulfill their contract what reason did they assign.

Ans: They said a man named Bull in Buffalo with whom they had a contract did not fulfill his contract. "objected to by Galt".

Int 10th. How much higher price did you have to pay to other parties from whom you got coal than the contract price with Stalley & Co.

Ans: at one time I paid \$1.50 at other \$2 and \$3. & \$4. difference. and part of the time I could not get it at any price.

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Int 11th I answer to the 5th direct Inty.
you state that you consider you lost \$1000.
"and now if I would pay so" what do
you mean by this

Ans: I mean that it would reach up as
high as \$1500. to \$1800. if I had got the
boat I cannot tell how much damages
sustained by it

James Conlan

And the said James Fleming was on
this 9th day of July A.D. 1862 by me
first duly cautioned, and sworn to testify
the truth, the whole truth and nothing but
the truth in the cause of aforesaid I carefully
examined the said James Fleming and
he did thereupon depose, and say as follows
to Int.

Int 1st What is your name age place
of residence, and occupation,

Ans: My name is James Fleming of law
36 age. I reside in Chicago I am

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now employed as gram wigher in a warehouse.

Inty 2^d? Do you know the parties to this suit if so how long have you known them.

Ans: I have known Cadw alladu Bull since 1859 or 1860. I have known Mr Maher about the same length of time and Mr Kelley 7 or 8 years

Int 3^d? In whose employ were you from the 15th April 1860 to the 11th October 1860

Ans: Kelley & Co.

Inty 4th? In what capacity were you employed during the time aforesaid.

Ans: as Hughman & Foreman of the yard.

Int 5th? State ^{whether} if you kept any account of the Coal that was received by Kelley & Co of Lord Walsader Bull from the 15th April to the 11th October 1860 if so. State fully how such accounts were kept. and how much was received.

Ans: I have kept no book keeping accounts of it but I kept a tally of the nights of most part of it, not all of it, which I turned into the office to the book keeper I kept a Dally Book of what I weighed of it. I could not state the exact amount that I received without examination of the Dally Book.

Q. 1st Have you seen the Complainant Bull at the office of Kelley & Co. between the 1st day of April and the 11th October 1880 if so how often.

Ans: I have seen him there from three to five times I should think during that time

Q. 2nd Have you seen a Brother of Coawassan Bull at Kelley & Co's office during the same time, if so how many times & in what capacity did he act when there
objected to as immaterial;

Ans: I have seen him there probably once or twice he talked with Mr Kelley in the local office & went to the yard to look at the local and acted just as his brother did when he was there.

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Int 8th That (if anything) did complainant Bull say as to the manner in which the business had been and was being conducted about the office and yard of Kelley & Co?

Ans: I did not hear him say anything more than to enquire if we were selling much coal and how the business was getting along

Int 9th Did he state whether he made any objection, or found any fault as to the manner in which the business was done at the office and about the yard or whether he expressed himself satisfied or dissatisfied as to the manner in which business was done

Ans: I never heard him make any objection or find any fault. he did not express himself as satisfied or dissatisfied to me I did not hear him to anyone else either. he seemed to me so far as I could understand satisfied.

Int 10th In what months during the time mentioned was Bull at the office of Kelley & Co.

Ans: I should think as near as I can re-

collect^d about July & probably in August
a September, I mean about the last of
August or the first of September and in October
I am sure as to the previous months I am
not so certain of the time.

Qnt 11th What if anything did you hear Kelley
say to Complainant Bull. at the times you
saw him at the office of Kelley & Co in relation
to his (Bull's) furnishing Coal to Kelley & Co
"objected to as leading"

Ans: I have heard Mr Kelley tell him that
he Bull had not furnished the coal according
to the contract. and that they were losing
customers every day that the coal was
delayed from coming forward. This conversa-
tion occurred the second last time that
Mr Bull was there I mean that he was
there once after the time that this conversa-
tion took place as near as I can collect
the facts.

Qnt 12th State whether you heard any complaints
made by Kelley to Bull at any other time
than the time you have mentioned
"objected to"

Ans: I don't remember that I heard him
make any other complaint to Bull

572 Int 13th State whether you heard any complaints made by Kelley to the Port's keeper in relation to Buell not furnishing a supply of coal if so how often. "objected to"

Ans: I have heard him swear at times

Int 14th What (if any thing) have you heard Kelley say to the Port's keeper about the supply of coal on hand in the yard of Kelley & Co "objected to"

Ans: I have heard Mr Kelley say that they did not have coal enough for their customers and to write to Mr Buell and tell him to send the coal forward and that they would make him stand the damages and costs to that effect.

Int 15th What kinds of coal were furnished by Buell to Kelley & Co

Ans: LaRau and Lehigh & Blipburgh coal

Int 16th Was there at any time a full supply of the kinds of coal furnished by Buell in the coal yard of Kelley & Co. if so, how long was there a full supply of such coal in said yard & when

yard when

Ans: There was a full supply for what Custom there was for a short time I think till about the latter part of July or the 1st of August 1860. there was not much coal selling up to that time. that is about the time the coal trade commenced

Int 17th When was the last cargo of coal received in said yard from said Bull
"objected to"

Ans: About the latter part of September 1860 as well as I can recollect.

Int 18th How much of a supply of the kinds of coal furnished by said Bull. was in the yard at the time the last cargo was received

Ans: There was none of two of the kinds I believe there was a small share of another kind all that was there was coal used by Blacksmiths

Int 19th How large a portion if any of the said last cargo was sold before I arrived
"objected to."

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Ans^r. It was all sold as well as I can remember

"on reading over the entries says. he means there was ~~some~~ more in the office than the cargo could have filled"

Int^r 20th. What was done with the coal when it was received

Ans^r. It was delivered to parties that had bought it and for whom there was order for it.

Int^r 21st. Was any coal received from said Bull after the last of September 1860.

Ans^r. I don't know of any

Int^r 22nd. State whether Kelley & Co. received any coal, or brought any coal into their yard from any other source of the kind of coal furnished by Bull after the time the last cargo mentioned was received from Bull.
"objected to"

Ans^r. I don't know that they did they did not that I know of.

Int^r 23rd. If they had received any more you have known it.

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Ans: I would. I was in the yard at the time

Int 24th What if anything do you know in relation to orders on the farm of Kelly for the kinds of local furnished by Bull that were not filled in the summer and fall of 1860. "objected to"

Ans: I know there were a good many orders I should think as well as I can remember there were about 3000 tons that could not be supplied to parties

Int 25th In whose hands were the orders taken, and by whom were they taken.

Ans: Mr. Kellys hands, the Bankrupts and mine some of them and Mr. James O Eames's

Int 26th How large a portion of the orders were received after the 11th day of October 1860. "objected to"

Ans: I dont remember of any orders being taken after that. I did not have any

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coal after that. there may have been a little in the yard.

I don't think there was any for sale after that.

Int^r 27th. How do you determine the number of tons for which orders had been taken for coal up to 11th October 1860.

Ans^r. From the order Books and from some written orders that were in the office.

Int^r 28th. How long were you in the employ of Kelley & Co. and how long have you been acquainted with the local trade.

Ans^r. Since about the fore part of June 1859 up to the 1st September 1861. I never was in the local trade before June 1859.

Int^r 29th. What amount of the stores of coal furnished by Bull to Kelley & Co during the summer of 1860 would said Kelley & Co have sold from the 11th day of October 1860 to the 15th day of April 1861 if they had had the full supply of coal during the time aforesaid of the stores furnished by Bull in your opinion from your know-

577. lease of the business of Kelley & Co
"objected to"

Ans: Now or over thousand two I phoned
them W.

Qnt 30th state who took charge of the
business at the yard of Kelley & Co. from
April 15th to the 11th October 1890

Ans Mr Kelley

Qnt 31st Who received the money that was
paid for coal for the sales made from
the yard during this said time.

Ans: The Book Keeper and Mr Kelley re-
ceived it. Mr Kelley would receive it if
the Book Keeper was out. If both were
in the Book Keeper generally received
it.

Qnt 32? What portion of the money did the
Book Keeper receive

Ans: He received most all of it I should
think. If Mr Kelley got money when the
Book Keeper was out, he would give it
to the Book Keeper when he came in.

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578.

and speaking of money that was paid into the office of master Mr Kelly nor the Boot & Keper man in I used to receive money and would give it to the first one that came in

Int 33^d. State whether Hugh Maher ever received any money to your knowledge taken in the yard of Kelly & Co from the 15th April to the 11 October 1866

Ans^r. No Sir not to my knowledge.

Int 34th. State whether said Maher had anything to do with the business either in the office or in and about the yard of Kelly & Co. objected to.

Ans^r. I never knew that Mr Maher had anything to do or say about it.

Crop examination.

+ Int 1st. Of what country are you a native.

Ans^r. Ireland.

+ Int 2^d. Who employed you to work there in

579 the Coal business

Ans.^r Mr Kelley

Int^r 3^d. You speak of Kelley & Co state
of your own knowledge who composed
the firm of Kelley & Co. "objected to"

Ans.^r Well as well as I understand Mr
Kelley Mr Mahan, and Mr Bull I state
from information

+ Int^r 4th. Do you know of your own
knowledge who composed the firm of
Kelley & Co.

Ans.^r I could not swear to it ^{from} my own
knowledge I never saw the articles of agree-
ment.

+ Int^r 5th. Who paid you for your services
there

Ans.^r Mr Kelley

+ Int^r 6th. You have stated in answer to the
4th. direct that you were employed as a
night man & Diorem and in the yard. State

what your duties were as such weighman or
Foreman, and in what manner you transacted
your duties.

Ans: I weigh the coal delivered out of
the yard and the coal received into the
yard when I was not engaged weighing it
out of the yard I had to weigh it off of
Vessels into the yard. as Foreman I had
to see to things generally about the yard
and if any men were employed to keep
their time when the load is driven on the
scales I weigh it. In the morning I look
upon the order Book, and see if there are
any orders that need to be delivered, when
the cart comes I weigh the horse & cart
and tell the cart man to go and put
on the coal that is to be delivered, when
it is loaded on the cart; it is driven
on the scales. I weigh it and take the
weight of the horse & cart from the
gross weight and give him a ticket
with the weight on it and if the cart-
man don't know the directions as to where
he is to take it I put it on his ticket
I keep a copy of the ticket I give which
I give to the Book Keeper.

+ Int^y 7th In answer to the 5th Int^y
 you state you did not keep the Book
 keeping acct. now in regard to the age
 of the Weights of the Coal as you weighed
 them, you handed those to the Bookkeeper
 was not your duty simply to weigh the
 Coal

Ans: I had other things to do besides In
 regard to the weighing of the Coal my duties
 were to weigh it and keep a Memo. of the
 Weight which Memo went to the Book
 Keeper

+ Int^y 8th If these were your duties as
 above stated and set forth would you
 know of the amount of Coal received
 at the office, and of the persons from
 whom the Coal was received, if you
 did not yourself keep the accounts.

Ans: so far as I know anything about
 it, I used to weigh a part of it off of
 the Vessels and I used to get the Bill of
 Lading received with the cargo I would
 know from the Dally books also.

+ Int^y 9th Did you handle the Bills of Lading

582 Ans: I think I saw all of the Buis of
Lading. There may some have come
that I did not see but I think I
saw them all

+ Sat 10th Was it your business to receive
the B/Lading and if so what did you
do with them.

Ans: It was not my business to take &
charge of them, but if a vessel came in, and
we did not. I know who the coal was from
the Bill of Lading would be in the office
If Mr Kelly, or the Book Keeper was
not about the Captain may be would
hand them to me.

+ Sat 11th Were not all the accounts with the persons
of whom the coal was purchased and settle-
ments of the same, kept and made by some
persons other than yourself. "Objected to"

Ans: They were kept by the Book Keeper

+ Sat 12th Was not your business there a
weigher of the coal that was received
and sold.

Ans: Yes Sir, and to see to matters in the yard, and keep the time of men employed in the yard

+ Int 13th If that was your business how do you know how much coal was furnished by Mr Bull and the various kinds "objected to as to the amount of coal furnished by ~~Mr~~ Bull."

Answer. I did not say how much coal was received from Bull neither do I know how much was furnished by him I don't know the amount of the various kinds, nor the amount of each kind separately furnished.

+ Int. 14th You say you saw Mr Bull in the office of Kelley & Co. three different times In what year or years and months were these times.

Ans: As well as I can remember the first time was in the latter part of June or the first part of July 1860. again about the latter part of August or the first part of September 1860. and he was there in October of the same year

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+ Int^{15th} Are you certain it was in the year 1860 if so what makes you certain of the same.

Ans^r. I am sure of it it was the year before last. last year was 1861, and I am sure it was not last summer.

+ Int^{16th} you say you think the first time you saw him there was in June or July are you certain it was in June or July

Ans^r. I would not swear to the month he was there it was along in the summer as well as I can recollect it was in June or July

+ Int^{17th} Did you hear any conversation between Mr Kelley and Mr Bull on each of these uncertain occasions that you have spoken of "objected to"

Ans^r. I often saw them speaking to each other each time that he was there.

+ Int^{18th} at the first time that you refer to when Mr Bull called did Mr Kelley and Mr Bull have any conversation

585- with each other, if so did you hear
it, who was present & what was said

Ans: I heard them talking to each other
I don't recollect what was said I
can't remember who was present

+ Int 19th At the 2^d time that you
have referred to did Kelley and Bull have
any conversation with each other, if so
who was present give the names of all
the persons who were present on that
occasion

Ans: I heard a conversation between them
at that time I don't know whether
any body was present, there may have
been some one, and there may not for
all that I remember

+ Int 20th Do you know of Mr Bull fur-
nishing any coal to Mr Kelley or to
Mr Walker & Kelley at any time if so
when was it, and to what amount
if you know.

"Objected to as irrelevant"

Ans: As I have stated before from Bill
of Lading and from information, Mr

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Bull. had furnished coal to Kellogg & Co and my impression was that he was one of the firm of Kellogg & Co. I could not state the date it was received, nor the amount. It was delivered about the 1st of May until the latter part of September or the 1st of October I have no idea how much was received.

+ Int 21st. Did Kellogg & Co receive from Mr Bull in the year 1860 more than one cargo of coal of 50 when was it?

Ans: They received more than one, but whether they were full cargoes or parts of cargoes I cannot say. Some of them were parts of cargoes the vessels were not fully loaded that is as well as I can remember it.

+ Int 22^d. When were the parts of cargoes which you have referred to received by Kellogg & Co?

Ans: I don't remember the dates but they were all received they were received along through the summer the last one was received the latter part of September, and I think was a part of a cargo.

+ Int^{23^d} State how you know that these
cargoes which you have referred to were parts
of cargoes.

Ans^r By seeing it on the vessel and by seeing
that the vessel was only half loaded & enough
to keep the vessel in ballast from Buffalo
to Chicago

+ Int^{24th} State the name of any vessel which
which you saw with half a cargo of coal
in ballast in the year 1860 sent by Bull
to Kelley & Co.

Ans^r I don't know that I can call to mind
the name of any vessel. But as near as I
can remember the Yankee Blade fetched
part of a cargo

+ Int^{25th} Who was the Broker Keeper for Kelley & Co.

Ans^r Mr Hunt was there till the 1st January 1861
I believe

+ Int^{26th} Do you know of the sale of a
quantity of coal being made by Mr Kelley
in the year 1860 while you were in the employ
of Kelley & Kelley & Co. to one James Roberts.

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if so when it was, state fully and particularly
all you know about it.

Ans: He sold some coal to him about the 1st
of october a about that time, I heard him
sell it to him the amount was not stated
he said all there was in the yard at the
time of the said coal.

+ Int 27th Did you in the discharge of your
duty as weigher, weigh this coal and take
a memorandum of the same as you were
accustomed to do of other sales if so what
was the weight if you recollect,

Ans: I weighed a portion of it whether I
weighed the whole of it or not I cant say
I took a memo of the weight, it is up in
the office I could not tell the weight I
dont remember what it was

+ Int 29th You say you heard Mr. Perry
sell to Mr. Roberts this coal, state the terms
of the sale and the amount that Mr. Roberts
was to pay

Ans: as well as I can remember it was in
consideration of \$200.00 as near as I can

589 remember, I did not hear whether it was
to be cash

+ Int. 29th Was this coal a soft coal

Ans: It was hard coal, part of it was Blop-
lough which I don't know whether it is
hard or soft it was used by Blacksmiths,
and is of a soft nature.

+ Int 30th Do you mean to say that you do
not know whether Blopough coal is hard
or soft coal

Ans: I do I can't say whether it is hard
or soft

+ Int 31st Now whom did Kellys Co obtain
this coal in question I mean the coal
sold by Mr. Kewey to Mr. Roberts

Ans: Now the information that I could re-
ceive as I have stated, it was from Mr. Bull

+ Int 32^d Do you make an entry upon the
order Book of Kellys Co as upon any book
of this sale of coal by Kellys Co to Roberts at
the time of the sale of the same.

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Ans: But at the time of the sale I made an entry of it some time after the sale on the order book

+ Int 33? By whose direction did you make this entry,

Ans: nobody told me to do it They used not always to put an order that were sold by wholesale or in large quantities or by the cargo I neglected to put it down at the time, but seeing that the coal was received into the yard and had to be delivered out of the yard I thought it was right to put it down in the order book.

+ Int. 34. When was the coal delivered. where and to whom

Ans: It was delivered not all at one time it was delivered afterwards as soon as convenient it could not all be delivered in one day it was delivered to several persons it was hauled by teamstons out of the yard and delivered to parties I can't remember who it was delivered to. It went to several places as well as I can remember

+ Int 35 Were you accustomed to enter in the order book at the time sales were made all sales of local.

Ans: It was frequently put on, but not at all times the order was frequently put on, but not at all times as near as I can remember.

+ Int 36 Then if I understand you right you did not enter on the order book all the sales that were made of local at the times and on the days when the same were made

Ans: All excepting a few there was some sold by wholesale that were never put on the order book, not that I know of

+ Int 37th All sales then except wholesale were entered on the order book at the time & on the days when the same were made

Ans: All the sales that I know of were entered on the order book but not the same day probably it might be a week before a few of the sales were put on the order book I only remember a few of such sales

"By consent the further examination of this witness is adjourned till Thursday July 10th at 2 o'clock P.M. at same Office."

"Pursuant to adjournment this examination was resumed the 10th day of July at 2 o'clock P.M."

+ Int 39. Were you ever sworn as a witness and did you ever testify in a case tried in the Circuit Court of this County in relation to the sale of coal by Kelley to Roberts, if so what time did you then state that the coal was sold and the time that you made the entry on the Books

"objected to"

Ans: To the best of my recollection I was sworn and I testified in the case in the Circuit Court. as well as I can recollect I then said it was about the 20 October 1866 and as well as I can recollect I stated it was some time after the coal was sold perhaps one month or six weeks or two months after (I don't recollect exactly the time that I stated) that the sale was entered on the older Books

+ Int 39. Did you when you so testified state whether you put this order on the order Book by the direction of Mr Kelley or not

Ans. As well as I can recollect what I stated at that time I stated that it was not by the direction of Mr Kelley that I put it on probably he may have told me to put it on but if he did do so I did not remember. This is what I testified then I think as near as I can recollect.

+ Int 40. Did you or not when you testified in the case in the Circuit Court swear that Mr Kelley told you to put that order on the order Book "objected to because it has been answered once"

Ans. I have no recollection of it It is the best of my opinion that I testified that he did not tell me to put it on the Book.

+ Int 41st. You say (if I understand you right) that Mr Kelley told you not to put this order on the Book. Now Sir will you tell us how it was that you put this order on the Book after waiting as you say for a month or six weeks before doing so

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"objected to for the reason that the question recites the testimony different from what the Outcrop stated it"

Ans: I did not mean to give to understand by my language that he told me not to put it on the book. I have no recollection whether he told me to put it on, or not to put it on. I think he did not tell me either to put it on or not to put it on, as well as I can recollect I neglected putting it on and it being a whole sale as some other whole sales that were made I thought it was not needed to put it on the order Book, seeing that it was delivered out of the yard, and was in the yard I put it on the order Book. The coal that was sold at Wholesale that is Wholesale afloat off the vessels was not generally put on the order book. I don't know of any in fact being put on the order book.

+ Int 42? Was this coal at the time it was sold in the yard or was it on vessels, "objected to on the ground that it was answered once"

Ans: as well as I can recollect it was in the yard.

+ Int 43rd. Do you recollect distinctly, whether it was in the yard, or whether it was aboard Vessel

Ans: It was in the yard. I'm most certain as well as I can recollect it was in the yard I have no recollection of any of it being a board of a Vessel at that time.

+ Int 44th. Why then if this coal was in the yard at the time of the sale and at the time of its delivery to the various persons you have spoken of heretofore what do you mean by referring to a sale of coal by whole sale afloat of Vessels

Ans: I mean nothing more than to show that coal sold Wholesale afloat was not generally on the order books. If there was any put on I have no recollection of it.

+ Int 45th. Then do you mean also that if coal was sold by whole sale from the yard you made no entry on the order books of the same at the time it was sold or delivered

Ans: I do not mean that there ought no entry to be made on the order books of what coal was sold out of the yard. anything that came into the yard & was delivered out of the

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yard I think it was right to enter it on the order book, that is my opinion as I understand, the question was whether it ought to be entered or not I do not mean to say that if Coal was sold by Wholesale from the yard that I made no entry of it on the order book at the time it was sold & delivered I mean to say that it was right to enter it on the order Book so far as I understand

+ Int 46th This being a sale by Wholesale did you weigh this Coal

Ans: I did not weigh this Coal when it was sold by Wholesale. I did not weigh it by Wholesale, for that sale I did not weigh it I mean I did not weigh it when it was sold at the time it was sold I think I weighed the most of it afterwards when it was delivered out of the yard I would not say that I weighed the whole of it as well as I can recollect

+ Int 47th If I understand you aright you did make this sale of Coal which was by Wholesale the same as you did make all other sales by Wholesale.

Ans: No, not the same as by all other parties
by Whole sales,

+ Int 45th Whence was the difference between
the Wholesale and other Whole sales.

Ans: other wholesales were delivered at the
parties places who bought delivered afloat
and taken to their docks as well as I could
understand.

+ Int 49th Where was this coal taken to

Ans: I could not state all the places I
have no recollection at the present time of
any of the places that it was delivered to
I don't know of any of the places that any
of that coal was delivered I can't bring
them to my memory at the present time

+ Int 50th Are you sure that this coal was
delivered at various places

Ans: as well as I can recollect it was

+ Int 51st What makes you think it was delivered
at various places. "objected to"

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Ans: Nothing more than as well as I can remember makes me think so.

+ Int 52^d. Do you recollect the names of any persons to whom it was delivered, and when it was delivered "objected to"

Ans: I do not recollect the names of persons nor any certain dates when it was delivered. It was delivered afterwards as soon as convenient. I could not remember whether any was delivered the next day. My best recollection is that it was delivered, a portion of it, in a few days after the sale. It was all delivered afterwards and not a great while afterwards as well as I can recollect. It

+ Int 53^d. Did you weigh this load at the time it was delivered to the various parties you have refused to "objected to"

Ans: As well as I can recollect I weighed the greater portion of it.

+ Int 54th. Did you keep a/c of Wights at the time

Ans: I kept an a/c of them in the ticket books

+ Int 55th all the other sales by wholesale
if I understand you aright you made no
entry of in the order books, how many sales
of coal by wholesale had been made then
to your knowledge prior to this one.

'Objection to 1st of July on the ground
that Counsel recites his understanding which
is different from what the Witness testified'

Ans^r As well as I can recollect there was
three or four that I know of I cannot
call the parties that the sales were made
to but I can call some of them G. P. Stobbs
had a sale made to him from vessel and
some Rail Road Company I don't the Ill Cent
& perhaps the Rock Island bought coal
afloat.

+ Int 56th Do you recollect of any sales by
wholesale of coal out of the yard prior
to this time, if so state when it was &
to whom they were made

Ans^r as well as I can recollect there were
some pretty large amounts of coal sold whether
they were Wholesale or Retail I can't say I
could not state the dates that it was, it was
in the year 1870 as well as I can recollect

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I forget his name, Colvin was the gentle-
man, he bought some thing over 200 lbs
this was sometime through the course of
the summer or fall of 1860 it may be in
July August or September I could not say
the month.

+ Int 57th at the time when you weighed this
coal, did you or not have the memo. of the
weight to the Port's Steward at the time you
weighed it

Ans^r: as well as I can recollect I did.

+ Int 58th If this coal was delivered a few
days or within a short time after the sale was
made as you have stated, and if you weighed
it at the time it was delivered, and if it was
delivered to various persons & places and not to
Mr Roberts who purchased the same, why did
you wait a month or six weeks after the sale had taken
place, as you have stated without any order
from Mr Kelley or any one, make an entry
of the sale on the order Port's
"objected to"

Ans^r: As I have stated before I neglected
putting it on at the time the sale was
made, and the coal being in the yard and

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delivered out of the yard I thought it was
right to put it on the order book. and as
well as I could understand the coal was de-
livered to Mr Roberts at the time of the sale, that
is delivered into his possession in the yard I mean.
I asked Mr Roberts what we should do with the
coal after he had bought it. he told me to de-
liver it to the parties the same as before as
well as I can recollect the facts.

+ Int 59th Are the reasons that you have now
given the only ones why you put that order
on the order book?

Ans I do not recollect of any other reasons.

+ Int 80th The coal was then sold and de-
livered to persons who came to the yard to
purchase coal the same as any other coal
that they had in the yard after it had
been as you think sold to Mr Roberts
was it not?

Ans? as well as I can recollect it was.

+ Int 11th Did Mr Roberts say anything to
you at any time after the time when you
think Mr Shelley sold this coal to him

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if so when was it and what did he say
"objected to as hearsay"

Ans: as well as I can recollect he did not say anything further than what I have stated before I asked him what I should do with the coal. and he said to sell it or deliver it to parties the same as before. I would not say that he said "the same as before" but he said to deliver it to parties to whom it was sold or it might be sold.

+ Int 12? If you say that you were present when Mr Stelley sold the coal to Mr Roberts and heard Mr Stelley selling the coal why did you not make a memo. or entry on the order Book at that time
I mean on the spot "objected to"

Ans: I have no reason that I know of. + that I can recollect The transaction took place in the yard and I neglected putting it on when I went into the office it faded my memory and I forgot it.

+ Int 13? If this had been a small sale of coal would you have forgotten it?

Ans: I could not say probably I would

just as well

+ Int 14th Did you frequently neglect to put orders upon the books, and did you frequently forget to do the same.

Ans^r I occasionally as well as I can recollect neglected and forgot to put orders on the books, not frequently as well as I can recollect there were a few orders that I did not put on the same day that the sale was made I would probably deliver the coal and keep an a/c and these tickets that I was speaking of before which were for the Bookkeeper to take an a/c on the books from

+ Int 15th you had made a good many entries upon the order Book between the time of the sale of the coal you speak of by Mr Kelley to Mr Roberts and the time of your entering the on the Book now say, did you make this entry at the foot of the orders as they stood a few weeks after the sale, or did you turn back and interline the order book if not how and in what manner and where did you make the entry

"Objection to form first lines"

Ans: As well as I can recollect I entered it under the date on which the boat was sold there were orders written in the book I put it on the date that the boat was sold and each days. Entries was entered on the order Book by itself. I put it on the 2^d day of October the day the sale was made as well as I can recollect I thought it was the proper place to put it.

+ Int 16th. Now did you make this entry at the end of the orders as they stood in the Book, or did you turn back and find the 2^d day of October (if that was the day) and make the entry under that head when you had found it?

Ans: as well as I can recollect whether I turned back I cannot remember I put in on the 2^d day of October

+ Int 17th. Did you call the attention of the Book Keeper or any one else to this entry which you made at the time you made it?

Ans: I do not recollect that I did my opinion is that I did not call the attention of any one to it

+ Int: 18th Did you recollect at the times when you were weighing any of this coal and delivering it to various persons that it had been sold to Mr Roberts,

Ans: Probably I did I do not recollect now I may have remembered it at the time I was weighing it my opinion is that I did recollect it.

+ Int: 19th If you did recollect that this coal had been sold to Mr Roberts and thought of it at the times you were delivering it to the various persons, why did you not as soon as you thought of it make the entry in the book and call the attention of the Book Keeper or some one else to it?

"objected to"

Ans: I had no reason but I neglected doing it that is all. It was not usual to call the attention of the Book Keeper to any names put on the order Book as well as I can recollect: sometimes probably I may tell

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the Boot & Shoe. about an order but it was not usual.

+ Int 70th Were you accustomed to receive orders for Kelley & Co. if you were mere a neighbor as you have stated.

Answered objected to because a witness has not stated that he was a mere neighbor.

Ans^r I was accustomed to take orders as well as I can recollect.

+ Int 71st If I understand you the only excuse which you give for not marking this entry on the order book at the time of the sale is because you neglected it or forgot it is that correct.

Ans^r I don't know or recollect of any reason other than I neglected or forgot it.

+ Int 72^d Don't you know and is it not true that Mr. Kelley told you a month or six weeks after the sale had been made. to put it on the order book & did you not swear so in the Circuit Court.

106 1/2 Ans: as well as I have any recollection of the fact; he never told me and also as well as I have any recollection I never saw or hit in the Circuit Court.

+ Int 73? You had thought of this being Mr Roberts local. a number of times before you made any entry of it (if I understand you aright); have you had any talk with Mr Stelley within a short time in regard to this local that was sold to Mr Roberts and the testimony that you would give in this case. "objected to the first 2 lines"

Ans: I have not seen Mr Stelley in two months at least and the last time I saw him was nearly two months ago I have never had any conversations with Mr Stelley in regard to it.

Re Direct Examⁿ

Int 35th Do you recollect now fully what you did testify on a former trial mentioned as to the time of sale to Roberts or what you testified on that trial as to the time the entry was made by you upon the order books.

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Ans^r I do not recollect exactly what I did testify to at that time.

Int 36th State whether, where coal was sold in large quantities out of the yard it was always customary to put down the sale in the order book by yourself, or whether you entered all the sales made in the yard in large quantities in the order book yourself.

"objected to"

Ans^r As well as I can recollect I may have entered a portion of them but not all of them.

Int 37th State who now occupies the yard occupied by Kelley & Co. from Apr. 15th to Oct. 11th 1860

Ans^r as well as I understand, it is Mr A B Meeker Mr Newberry occupied a portion of it but not the part of it that Kelley & Co had. I am employed in Newberry's now Kelley & Co had coal in the part where the Warehouse is as well as the other part.

Int 38th State whether it was a part of your business to enter sales that were

607½ made in the yard on the order book

Ans: I entered any sale I made myself on the order Book. frequently It was my business if there was any sale made that I was hearing of in the office to put it on the order book. if it was not put on by the Book Keeper or Mr. Kelley

Int 39th State whether you have any data or any particular fact by which you recollect that date of the sale made to Mr. Roberts,

Ans: as well as I recollect I remembered that date at the time I put it on the order book.

Int 40th you stated on the 5th & that you handed the weight of the coal which had been sold to Roberts to the Book Keeper when the same was weighed and delivered from the yard. if the coal had been sold to Roberts what was the object of giving the weight of the coal to the Book Keeper, and State whether the Book Keeper kept the account of the weight and the price of the coal that had been

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sold to Roberts, ^{when the same was delivered from the yard} for Roberts,

Ans? I stated that I left the weights on the desk I don't know what was the object of giving them to the bookkeeper I don't know how he kept his a/c. in regard to this matter but as well as I know he kept his books the same as before to the best of my recollection.

Int 41st state whether at the time the coal was sold to Roberts any arrangement was made between Stelley & Roberts in relation to a sale & delivery from the yard of the coal bought of Stelley & Co by Roberts, and whether Stelley undertook or agreed to sell for Roberts the coal sold to him by Stelley & Co.

objected to as leading

Ans? I don't recollect to hearing of any arrangement

Int 42? state whether you mean that Stelley & Co sold the coal that had been previously sold to Roberts, or whether Roberts sold the same from the yard of Stelley & Co

Ans: I could not state whether it was for Shelley or Roberts that it was sold my understanding of it was that it was for Mr Roberts.

Int⁴³? State what Roberts said at the time that he purchased the Coal of Shelley to you in relation to your delivering the Coal to parties from the yard, and whether the directions of Roberts were followed & when said Coal was delivered,

"Objected to as leading."

Ans: I do not recollect what he said any more than what he said to me he told me to deliver the Coal to parties that bought it or might buy it. I followed the directions of Roberts in the delivery

Int⁴⁴ You have stated in answer to the 44th that in a few instances you neglected to put down orders when they were taken state whether you always put them down afterwards when you neglected to put them down at the time

Ans: As well as I can recollect I did put them down when I found the Coal

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was delivered. In looking over the tickets
if there were any such cases I would
put them on the order books,

Int 43th In answer to the 15^x you state
that you entered the sale made to Roberts
on a day subsequent to the time the
coal was sold. on the day the sale
took place. State whether in all cases
where you had neglected to put down
the order you entered them back on
the day that the order was taken,
"objected to" as incompetent
and incompetent.

Ans: as well as I can recollect I entered
them on the day the coal was sold.

Int. 44th From your business in the coal
yard of Kelley & Co. could you tell about
what amount of the different kinds of
coal was in the yard during the
whole time that you were there

Ans: I have no idea I could not tell
probably within 1000 tons.

Int 45th Could you tell what amount there was at

at any one time.

Ans: I think I could get pretty near it by the look of it;

Corp Exam^{tn} resumed.

+ Int 74th You have stated that your business was to weigh coal and have charge of the men in the yard. Do you mean also to have us understand that it was a part of your business to receive orders for coal from customers, keep track of those orders, and enter the same upon the books.

Ans: I think it was my business to take orders when the coal was sold & if I recollect rightly I think Mr Shelley told me to take orders. I think it was a part of my business to do so.

+ Int 75th I am not asking you what you thought, any thing about it. I now ask you to answer this direct question, was it a part of your daily business to receive orders from customers, who came to the office

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of Kelley & Co, to keep the books of sales, enter the orders, weigh the coal & keep track of the men. objected to as having been assured in last mty.

Ans: It was a part of my daily business to receive orders from customers. there was no book of sales, only an order book. there was a Register of the coal delivered. It was a part of my business to enter the orders to weigh the coal. the Bookkeeper sometimes would weigh part of it. Mr Kelley would sometimes weigh it as well as I can recollect I kept the men's time.

+ Int 76th Was it not your chief business to attend to the weighing as you have stated in your direct.

objected to because he has not stated it was his Chief business

Ans: It was my chief business to attend to the Weighing

+ Int 77th Were not the orders of the sales of coal kept by the bookkeeper

Mr Hunt & entered by him, if not who
were they slept by, "objected to as leading"

Ans: The order might be taken by any one
of us as the customers might come in, the
order of the sales were kept after the
coal was delivered by the Boot & Keiper
If Mr Shelley or the Boot & Keiper were
not there I would receive the orders and
sometimes when they were present I would
take orders, but my chief business was to
weigh the coal, and take charge of
the yard,

James Fleming.

On reading this testimony over to the
Witness on the 12th day of July he wishes
to add to his answer to the 20th direct
July, "and also to parties that after-
wards bought a part of it"

To the answer to the 5th cross Int;
Witness desires to add, that, "the Boot &
Keiper handed me the money but I
supposed I was paid by Mr Shelley as
being a member of the firm"

To the answer to the 40th cross Int;

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witness says. he means that he doesn't
he testified that he did not recollect
whether Mr Kelley did or did not tell
him to put it on the order books,

In the answer to the 37th direct
Interrogatory witness wishes to add, that he does
not know whether the ground now oc-
cupied by Mucker & Newberry was all
one yard occupied by Kelley & Co. He
does know that Kelley & Co. had coal on
the portion now occupied by Newberry
as well as that now occupied by Mucker.

James Fleming.

Complainant solicitor enters a general
objection to all the following testimony
relating to damages sustained by the
nonperformance by Kelley & Co. of the
contracts made by them for supplies
of coal,

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And the said Edward H. Hadduck was
by me on this 12th day of July A.D. 1862
first duly cautioned, and sworn, to testify
by the truth, the whole truth, and no-
thing but the truth, in the cause aforesaid
I carefully examined the said Edward
H. Hadduck, and he did thereupon de-
pose, and say as follows to wit:

Int 1st What is your name, age, place
of residence and occupation

Ans^r My name is Edward H. Hadduck
am of lawful age. I reside in Chicago
have no particular occupation.

Int 2^d Do you know the parties to this
suit, if so. how long have you known
them

Ans^r I do not know the Complainant
Bull. I have known Pelley & Mahan
Many years

Int 3^d Did you at any time between

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the 13th April and the 11th October 1860.
make a contract with Shelley & Co for the
delivery to you of coal and if so when
for what amount, & what time & when
was the same to be delivered.

Ans^r I don't know some time in 1860. in the
summer or fall it may have been Sept-
ember. I contracted with Shelley & Co for
something like 10 to 20 tons of hard coal
I could not state exactly the amount
to be delivered to me, in the fall of 1860.

Int 4th Was said Contract filed by
Shelley & Co.

Ans^r No sir. It was not.

Int 5th Do you know the reason why
it was not filed.

Ans^r I do not except for one what Mr
Shelley told me. "objected to by Mr. Gaet"

Int 6th Was any damage paid to you
by Shelley & Co for a failure on their part
to deliver said coal contracted to be delivered
and if so when and how much

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Ans: There was. I don't know it was some forty or Fifty Dollars. I don't know in the Winter of 1860 + 1861.

Exp Exam^r by Mr Anthony,
+ Int 1st With Whom. name the person.
that you made the Contract.

Ans: With Mr Ed Kelley

+ Int 2^d. How were you paid the Forty
or Fifty Dollars damages was it in cash
or otherwise

Ans: I had one ton of coal of him and
then made a compromise with him, and
he paid me so much money. he did
not pay me as much as the difference
was either.

+ Int 3^d. Was your contract with Mr Kelley
in Writing

Ans: It was a Verbal Contract.

+ Int 4th. At what particular time of
any was the coal to be delivered

Ans: In the latter part of the summer or fall for my winter coal

+ Int 5th: Did you obtain coal from any person for your winter coal of so what person

Ans: I did I bought from Mr. Norton & Walter or Walter & Rogers. It is all the same concern

+ Int 6th: You don't recollect if I understand you aright when this contract of coal was made, nor when it was to be delivered objected to,

Ans: Not the exact day or month or the time,

+ Int 7th: Was this Fifty or Fifty Dollars paid to you before or after you obtained your coal from Walter & Rogers, & if after how long after

Ans: I don't after. I think it was paid to me in the winter.

+ Int 8th: Who was present if any one

when you made this contract - for +
 Coal with Shelley "objected to as immaterial"

Ans: I don't recollect whether any body
 was present or not.

Re Price Examⁿ

Int^{7th} State whether you suffered more
 damage, from a failure to deliver the coal
 as per agreement: than was paid you
 by Shelley & Co. "objected to"

Ans: I don't I did not get the price
 Extent of my damage.

Int^{8th} Was the coal spoken of, to be de-
 livered by Shelley & Co. to you before called
 for. "objected to"

Ans: It was and was called for repeatedly

Int^{9th} When was it called for.

Ans: During the fall.

Int^{10th} When was it to be delivered by the agreement,

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Ans: During the latter part of the summer or fall

Int^{11th} Was the Contract made by you with Shelley & Co by Shelley in the name of the firm or by him in his own individual capacity.

"objected to as leading"

Ans: I understood Shelley & Maher were partners. I supposed the contract was made with Shelley & Co.

"objection by Mr Nicholas to the first part of this answer as unresponsive"

Int^{12th} Do you know of your own knowledge who composed the firm of Shelley & Co from April 13th to Oct 11th 1840

Ans: I never saw any paper.

E. H. Ladduck

General objection is made to the testimony of this Witness by counsel for the complainant, on the ground of incompetency & incompetency.

And the said Jabez St Boltzford was by me. this 12th day of July A.D. 1862 just duly cautioned and sworn to testify the truth the whole truth, and nothing but the truth in the cause aforesaid I carefully examined the said Boltzford and he did thereupon depose, and say as follows to wit;

Int¹ What is your name age, place of residence and occupation

Ans^r My name is Jabez St. Boltzford am of lawful age, I reside in Chicago am in the Hardware business.

Int² Do you know the parties to this Suit if so how long have you known them.

Ans^r I do not know Mr Bull I have known Maher as much as 20 years & Kelly I have known I think only since 1860.

Int³ Did you at anytime between April 15th and October 11th 1860 make a

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Contract with Shelley & Co. for the delivery to you of coal & if so when, for what amount, what kind, & when was the same to be delivered and if a contract was made was the same filled

Ans: I don't know it was about the 20th August 1860 when this contract was made. I don't know as I can tell the amount I have a memo. of it at home it was for Hard and soft coal it was to be delivered at any time when we should call for it. They delivered the soft coal to me. I don't think they failed to deliver us three tons of Hard coal.

Int 4th. Do you know the reason why the three tons were not delivered.

Ans: I can only say that Shelley said that the parties with whom they had contracted had disappointed them in the delivery of coal
"Objected to by W. Henry"

Int 5th. Was any damages paid to you by Shelley & Co for a failure on their part to deliver said coal contracted to be delivered & if so when & how much

623 Ans: Damages were paid to me by Kelly
500. I guess we did not settle the bill
with them until 1861. In January I think
fifteen Dollars was paid by them which
was the difference between the price that
we had to pay for it and the Contract
price

Cross Examination by Mr Henry

+ Int 1st When did you first require the
Defendants to deliver the Hard Coal that
you had contracted for.

Ans: I don't in September 1860. & from
that time on.

Re Direct Examination

Int 6th Did you go to the yard yourself

Ans: Yes sir I went there myself

Int 7th How many times

Ans: Several times

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Int 9th. When you went to the yard of P. Kelley & Co for the coal did you notice whether they had a full supply of hard coal in their yard as compared with other coal dealers in the City of Chicago
 "objected to as incompetent and irrelevant and as not arising out of the crop examination"

Ans: I noticed they did not have any hard coal, so far as regards other yards in the city I think they may have had as much as some of the other yards had. I might say I had no information of what other yards had

Int 9th. Did they P. Kelley & Co have any hard coal in the yard when you went after the coal.

"objected to as incompetent and not arising out of the crop examination"

Ans: They might have some in large chunks or pieces but they did not have such as I required to burn in my stove and such as our contract called for which was Egg coal.

Int 10th State whether the local received by you on such contract was delivered from the yard of Pelley & Co in whole or in part. & if in part what part.

objected to, as incompetent and not arising out of the local examination.

Ans^r I don't suppose that I really knew my impression was that he went out and bought it from other yards. So far as the local local is concerned.

"objected to."

Jabez W Botsford.

And the said George St Quigg was by me this 12th day of July A.D. 1862 just duly cautioned and sworn to testify by the Court, the whole truth and nothing but the truth in the cause aforesaid. I carefully examined the said George St. Quigg, and he did thereupon depose and say as follows to wit:

Int 1st What is your name, age, place of residence, and occupations

624 Ans^r My name is George H. Leming of
lawful age I reside in Chicago am
accountant and Bookkeeper

Int 2^d Do you know the parties to this
suit if so how long have you known
them.

Ans^r I do not know Bull. I have
known Kelley and Maher about a year
or two I was never much acquainted
with Mr Kelley until lately

Int 3^d Have you seen and examined
the books of the late firm of Kelley & Co
kept by Robert L. Hunt, from the
1st day of April to and after the 11th
October 1860 if so how were they kept
"objected to on the ground that
the books are the best evidence, and that
it is incompetent"

Ans^r I have examined the said Books
they were kept somewhat irregular

Int 4th Have you any other knowledge
of the ability of the said Hunt to keep
books of account, than what you derive

Ans^r. I have no other knowledge except
what is derived from these books, and
where I have pointed out errors to said
Hunt in said Books which he acknow-
ledged to ~~me~~ ^{me} ~~me~~ ^{me} and his own ad-
missions, that at the time he took charge
of these books he was incompetent to
keep a set of Books, and I know that
he is still incompetent as a general book
keeper

Int 5th From your knowledge of said
stunts ability to keep books derived
from your knowledge of said books
of Kelly & Co kept by said Hunt and
from other sources would you believe
that he (Hunt) was capable or possessed
the ability as book keeper to make up
balance sheets. "objected to"

Ans: He might if it were not an intricate
set of Books.

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Int^r 1st Would you believe from your knowledge of the Capacity of said Stunt as Bookkeeper that he had the ability in 1860 at the time the books of the late firm of Stacey & Co were kept by him, to make out correct balance sheets of said accounts
"objected to"

Ans^r a correct balance sheet could not have been made out at that time because the books were incorrect,
"objected to by Mr Henry"

Int^r 7th From your knowledge of the ability of said Stunt, as bookkeeper, what would you think of his ability as a bookkeeper in the year 1860 and state whether you would judge him capable at that time of keeping books of account of a firm like Stacey & Co so that he could make out correct balance sheets
"objected to"

Ans^r As I have before stated I did not consider him a competent accountant, but Stacey & Co's business was not a complicated set of books & perhaps he might or might not make out a fair balance sheet

Chief Exam^r by Mr Steney

+ Int^r 1st. When did the books of Kelley & Co come into your hands. for examination, and did they contain entries of transactions up to that time.

Ans^r. I think it was the 11th September 1861. Perhaps they contained entries nearly up to that time.

+ Int^r 2^d. Do you know who had charge of the Books of Kelley & Co as Book Keeper after Mr Hunt ceased to act in that capacity.

Ans^r. Mr W. P. Payne has acknowledged to me that he was the Book Keeper after Mr Hunt, and the books show that he was up to I think July or August 61.

Geo. St Denig.

And he said John P. Newhouse was by me this 12th day of July A.P. 1862 first duly cautioned, and sworn to testify by the truth, the whole truth, and nothing but the truth, in the cause of aforesaid I carefully examined the said John P. Newhouse, and he did thereupon depose and say as follows to wit

Int 1st What is your name, age, place of residence, and occupation

Ans: My name is John P. Newhouse I am of lawful age, I reside in Chicago am at present City assessor

Int 2^d Do you know the parties to this suit, if so how long have you known them

Ans: I have known Mr Bull for about 14 years I have known Mr Maher about 14 years & Mr Kelley I have known about 10 years.

Int 3^d Do you know the coal yard that was occupied by Kelley & Co in the Summer and Fall of 1860.

Ans^r yes sir,

Int 4th State where the same is located
& what would have been a reasonable
rent for the same per annum for the year
1860. "objected to"

Ans^r: The dock was on the north side near
front. the way rents were going then I think
from 12 to \$15 or a year would have been
low enough

Int 5th What would be a reasonable rent
for the said yard from April 13th to
October 11th 1860.

"objected to by Mr. Henry"

Ans^r: It for a coal yard would not
be worth so much in the summer time
as it would have been from October to April
I don't know what I can answer that exactly
because it would depend somewhat upon
what the property was to be used for. For a
coal yard rented by the year it would be worth
from 12 to \$15 or per year

Int 6th What was your business during the summer
of 1860 and 1861?

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Ans^r Coal business

Int^r 7th Were you acquainted with the prices of Hard Coal during said time & if so what were the prices per Ton of the different grades of Hard Coal in the City of Chicago.

Ans^r I was acquainted with them I think the price fluctuated from \$6 to \$10⁵⁰ per ton In the forepart of the season I commenced I think at \$6⁰⁰ & before spring it run up to \$10⁵⁰ there was some coal sold at \$5⁵⁰ early in the fall. and summer.

Int^r 8th When did the price begin to advance

Ans^r I don't know as I can tell that exactly, but I was during the Winter and early Spring I could not say whether the price advanced late in the fall or not.

Int^r Can you state what profits per ton were made by Coal Dealers in the City of Chicago on the different grades of Hard Coal provided they had purchased the same at the lowest Cash Market Value at the City of Buffalo and received the same in Chicago before the close of navigation in the fall of 1840 on sales made during

the winter of 1860 & 1861. and Spring of 1861.

Ans: It ought to average from 50 cents to \$2 ⁵⁰/₁₀₀ per ton clear. I mean that amount of profit, should have been made during that time.

Int: 10th State if you show what profits might have been made on the different grades of Hard Coal. at the times stated in last Int., without adding anything for the use of local yards. Dealers. Carts. Wagons & fixtures used in the yard where the same was sold

Ans: I should think it would be worth one Dollar above to furnish a yard, & when the coal delivers it receives it. enough it &c

Int 11th Under a contract from a party in Buffalo. to furnish a local dealer in the City of Chicago with all the Hard Coal. which should be needed or required by him for the Coal & business at the lowest Cash market value in Buffalo from Apr. 15th 1860 to April 15th 1861. What would be the damage to the dealer in the City of Chicago. if he should fail to receive on his contract. any coal after 29th September 1860. provided he had made &

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contracts to deliver coal in Chicago at the ordinary prices previous to October 11th 1860 to the amount of 3000 Tons
"objected to"

Ans: I could not tell.

Sup Examination by Mr Harvey

+ Int 1st. Did you know the market price of Schuyl & Lackawanna coal in the summer of 1860 at Buffalo.

Ans: Lump Schuyl & Hazleton coal was worth gross Tons from 5 to \$6⁰⁰ per Ton but fine hand coal that is Pittston Shamokin & Peranton were worth from 4 to \$5⁰⁰ per Ton these last are net tons Lackawanna is about the same price as these last.

+ Int 2^d. Do you know the cash market price in Buffalo in 1860 of Blooming coal

Ans: Mr Bull had the best kind of Blooming he was agent for that kind (objected to as unresponsive by Mr Nichols) the cash price was from \$4 to \$4⁵⁰ per ton.

435 + Int 3^d. Good coal has been procured from Buffalo before the close of navigation of 1860 if it had been raised about the beginning of October of that year.

Ans: I think that was the year that coal was pretty scarce. There were some people here who did not get their coal I think it was in consequence of the canal being broke & they could not get boats East to bring it on the Rail Road to Buffalo. Many of the coal dealers did not fill their contracts I know that Langdon & Co of Elmira did not fill theirs

Re Direct Examⁿ

Int 12th What was the lowest cash market Value of Blooming coal in the City of Buffalo in 1860.

Ans: I think Mr Bull offered me 1859 at \$37⁵⁰ cash I could not tell what was the lowest cash price in 1860 but I think it was higher

Int 13th In the Summer of 1860 what was the lowest cash Value in Buffalo of Schuyl coal if you know

136 Ans: I cant tell.

Int 14th Can you state what the lowest cash market Value of either Blooming, Lehigh Pittston & Lackawanna coal was in Buffalo in the summer of 1860 if so state the same

Ans: From \$4.50 to \$6.50 per ton that is Blooming from \$4 to \$4.50 Lehigh from \$5.50 to \$6.50 Pittston from \$4.50 to \$5.50 Lackawanna the same price

J. P. Newhouse

And the said Charles L. Harmon was by me on 24th day of July A.D. 1862 first duly cautioned and sworn to testify the truth the whole truth and nothing but the truth in the cause aforesaid. I carefully examined the said Harmon, and he did thereupon depose and say as follows to wit:

Int 1st What is your name age, place of residence, and occupation

Ans: My name is Charles L. Harmon, am of lawful age. I reside in Chicago and

in no business at present.

Int 2? Are you acquainted with the parties to this suit if so how long have you known them.

Ans: I do not know the complainant I do not personally know either of the Defendants.

Int 3? State whether you had any business transaction with Shelley & Co during the summer or fall of 1840 if so state fully what the same was.

Ans: Mr Isaac N. Starnon my cousin contacted with Mr Shelley for I think 20 or 25 tons of coal I presume it was mostly hard coal I am not certain there was any soft but there may have been I can't recollect. This coal was not delivered & subsequently I called at Shelley's coal office twice or three times. I was informed by the clerk that they were out of coal which was the reason that it was not delivered. Previous to this they had delivered I think from loads at my house & subsequently a bill was sent to my store for payment I refused to pay it claiming damages for a non-

fulfillment of the contract. afterwards I gave the Bill to Mr Isaac R. Harmon to arrange the matter, as he had made the first contract. My remembrance is that the actual loss to me was from \$47. to \$50. and I authorized Mr Isaac Harmon to arrange it by draw giving me the coal that I had already received from them and accepting the Bill I would forego further damages. I had received. I doubt between 4 and 5 Tons I cannot say positively but I doubt it was standard coal. Mr Isaac Harmon brought me back the bill accepted "Mr Anthony objects to all the portion of this answer that is hearsay"

Int 4th State when the contract was made, when the coal was to be delivered & when the settlement was made for damages and when Kelley & Co failed to fulfill their said contract. "objected to"

Ans^r: I cannot give any of the dates it was sometime in the summer or Fall of 1860. When I went to the office to demand the coal I presume it was in the latter part of September or first of October 1860

Cross Examination

+ Int. 1st. You state in your direct examination that you did not know the complainant or Defendants, and did not yourself make any contract with Kelley & Co. for coal. Is not then all that you know about this matter derived from what has been told you by others

Ans: It is. with the exceptions made above. I have stated that I went to the office of Kelley & Co. I saw their clerk for the purpose above stated they presented a bill to me at my store. (at least their clerk did) I gave that Bill to Mr Isaac W. Shannon who returned it to me receipted. That is all I know of my own personal knowledge.

+ Int 2^d. Then you do not yourself of your own knowledge know about any bargain for coal or the terms of any Contract for the purchase of coal of Kelley & Co.

Ans: Not of my own personal knowledge

640 + Int 3^d you yourself did not personally make any settlement with Shelby & Co for the purchase of any coal

Ans^r No sir.

+ Int 4th you do not recollect then (if I understand you aright) what year this was or the exact time of this transaction that you have above referred to.

Ans^r I do recollect that it was in 1840 but not the month or the days of the month it was in the summer or Fall of 1840.

+ Int 5th This business transaction that you have referred to (if I understand you aright) was all conducted by Isaac W. Harmon

Ans^r With the exceptions above mentioned

+ Int 6th Did you endeavor to procure coal of any one else during this year of 1840 or authorize any one for you to do so
objected to us immaterial

Ans^r After the failure of Shelby to supply

me. I purchased of Walter & Rogers. I believe precisely the same amount that I ordered of Kelley & Co. at an increased price. I think the difference was from \$47 to \$50.

+ Int 7th Do you know. "objected to"

Ans: What I meant to say was this the difference in the price that I paid Walter & Rogers & the price that Mr Isaac Harmon told me I was to pay Kelley was from \$47 to \$50

+ Int 9th The price that was to be paid to Kelley & Co. and the price that was paid to Walter & Rogers you ascertained then from Isaac W Harmon & not from anything you saw yourself personally. "objected to" because it has been answered before"

Ans: I ascertained the price to be paid Kelley & Co. from Isaac W Harmon but the price with Walter & Rogers I ascertained myself personally

+ Int 9th How much coal, what kind of coal, and what price did you pay to Walter & Rogers "objected to" as immaterial

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Ans: To the best of my recollection it was 20
Tons of hard coal and 4 Tons of soft coal
I cant recollect what price I paid
I do not speak positively as to the quantity,
I purchased of Walter Rogers about the
latter part of September or the first part of
October.

+ Int 10th. What was the quantity of hard coal
contracted for with Kelley & Co.

Ans: I think the same quantity that I
purchased of Mr. Rogers. It is probable also
that I contracted with Kelley for my stove
this was for my house.

+ Int 11th. When did you first receive the
delivery from Kelley & Co.

Ans: I cant give the date as I have said
before it was in the latter part of September
or the first of October

C. L. Harmon

And the said James Master was by me this 24th day of July A.D. 1862 first duly cautioned and sworn to testify the truth, the whole truth and nothing but the truth in the cause aforesaid. I carefully examined the said James Master and he did thereupon depose and say as follows to wit:

Int 1st. What is your name age, place of residence and occupation.

Ans^r. My name is James Master of lawful age. I reside in Chicago, am in the clothing business.

Int 2^d. Do you know the parties to this suit if yes how long have you known them.

Ans^r. I do not know Mr Bull nor Mr Mahan. I have known Mr Shelley 4 or 5 years.

Int 3^d. State whether you had any business transaction with Shelley & Co during the summer or fall of 1860. If so state fully what the same was & when it took place. and all the facts in relation to the same.

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I believe it was between August and September that I advised some local from them it was a ton. I believe of state local there might have been some soft local. I don't remember the agreement was, I am not certain whether it was \$1 or \$1.50 per ton. They delivered me three tons the latter end of September or the first of October. Then I asked them I mean Kelley's Co's agent why they did not bring the whole amount, and they said they were waiting to get it out. Then I asked them again and they told me to buy coal and whatever I had to pay more for it. I should charge them with it. So I bought 8 tons and paid \$12.00 more per ton which I charged to them and kept the amount \$8.00 out of their bill against me.

"objection to so much of this answer as details the conversation of Kelley's Co's agent as being incompetent to hear, say and also a general objection to the whole of the testimony as incompetent."

Int 4th With whom when the business transaction mentioned in last interrogatory had

Ans: I gave the order to the agent and I have seen Kelley several times as well as the agent in regard to

145- Int 5th On Whom was the above and given

Ans: Shelley & Co

James Martin

And the said Isaac N Harmon was by me this 24th day of July A.D. 1862 first duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth in the cause aforesaid, I carefully examined the said Isaac N Harmon and he did thereupon depose and say as follows to wit:

Int 1st What is your name age place of residence and occupation.

Ans: My name is Isaac N. Harmon of lawful age I reside in Chicago am a merchant

Int 2nd Do you know the parties to this suit, if so how long have you known them

Ans: I do not know Mr Bull I know Mr Maher especially I have known Shelley & Co 10 years

Int 3rd State whether you had any business

646 transaction with Kelley's Co during the summer
or Fall of 1860 for yourself or others if so state
fully what the same was, when it took
place, and all the facts in relation to the
same.

Ans: Mr Kelley came to me and solicited
that I should purchase for myself and Mr
C L Harmon what coal we should want
for the ensuing winter use. I don't think
was in August 1860. In compliance with
his wishes I engaged him to furnish 4 tons
hard coal for myself I don't think at \$6⁰⁰ per
ton & for Mr C L Harmon the amount my
impression is was somewhere near 20 tons
of coal as much as 17 tons I don't think
was hard coal, and the balance was soft
the hard coal was I don't think to be \$6⁰⁰ per
ton In September and also in October I
don't think I repeatedly called at Kelley's Co
office & requested Mr Kelley personally at
home and Mr Stuart his clerk at home to
deliver the coal to myself and to Mr
C L Harmon. they delivered to me one
ton hard coal. and to Mr C L Harmon
I don't think 20 or loads hard coal, it was
Range coal & I recollect it was quite dirty
coal. During the succeeding winter I don't

to Shelley's Co's office requesting them to deliver the balance of my coal, and was informed they had none and a request that I should buy the balance at the best rate I could, and that they would make it right. Early in the Spring of 1841 I must have been in April I again called and Shelley's Co gave me a half ton of hard coal and accepted my bill for the one ton delivered by them in full for damages they presented the bill for the coal delivered to Mr C. L. Harmon for payment & which he refused, & handed me the bill for settlement amounting I think to about \$26. which Shelley's Co accepted in lieu of damages for non fulfillment of their contract, to deliver his coal.

"objection to such portions of this answer as relate to conversation of Shelley and Hunt they being incompetent, and hearsay also a general objection to the whole testimony as incompetent"

Rec'd Examination

& Int^l you say in your direct Examⁿ that you called at the office of Shelley's Co in the latter part of September or the first of October 1840 & requested them to deliver the

648 Q. local to you that you had contracted for
did they at that time refuse to deliver

Ans^r They did not.

+ Int 2^d. What was your object in going
there at that time.

Ans^r. I was afraid local might go up and
I was anxious to get the contract filled. I
at that time requested them to deliver it
at once. When the contract was made there
was no specified time when the local
should be delivered. I was to be delivered in
time for winter use.

Isaac R. Harmon

And the said Thomas Hale was by me this 25th
day of July A.D. 1862 first duly cautioned and
sworn to testify the truth the whole truth
and nothing but the truth in the cause aforesaid.
I carefully examined the said
Thomas Hale and he did thereupon depose
and say as follows to wit.

Int 1st. What is your name, age, place

of residence & occupation.

Ans: My name is Thomas Hale am of lawful age. I reside in Chicago am a Commission merchant

Int 2? Do you know the parties to this part of so how long have you known them

Ans: I have known Mr Bull about 40 years I have known Mr Kelley about 4 years, and I know Mr Maher casually

Int 3? What was your business during the Summer and Fall of 1860

Ans: Dealing in coal and salt.

Int 4th State whether you had any business transaction with the firm of Kelley & Co. during the Summer or Fall of 1860. if so state what the same was, and all the facts in relation to the same

Ans: I bought a few tons of coal of him to feed our, and he bought of me a few tons for the same purpose a ton at a time these transactions were during the fall of 1860. it

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might have been in 1859 but I think it was in 1860. These transactions were very small. I don't principally for cash, they were so small that I almost doubt if they are on my books. I should doubt it was not more than two or three times during the summer and fall of 1860. that they bought of me. I do not remember whether it was hard or soft coal that they purchased. my books may show but I could not tell from my collection. I think the transactions were in the fall of 1860.

Int. 5th State Whether during the summer or fall of 1860. you had any business transactions with Leavell & Bull, if so state what they were.

"objected to as irrelevant"

Ans: I think I purchased from Mr Bull some two or three pairs of cargoes of hard coal other 13mas of coal in Buffalo Blington & hard coal. I don't think I'm mistaken as to the year it may possibly have been in 1859. I could tell by my books.

The further taking of the testimony of this witness is adjourned by consent of Counsel till Monday July 29th at 10 o'clock a.m.

657 in order that he may have an opportunity
of referring to his Books. "

"Pursuant to adjournment
the taking of this testimony was resumed
this 29th day of July at 11 o'clock a.m."

Int 4th Since your examination on Friday last
have you examined your books and accounts
and if so. State what transactions you
find in them, as having taken place between
Lea Wallader Bull and yourself during the
Summer and Fall of 1846

"Objected to by Mr. Harvey"

Ans: I have examined my books, and accounts
a rather I got my bookkeeper to examine
them for me. and find that I purchased of
Mr. Bull on or about September 10th 1846 225
Long Pittston Coal (that is prepared Hard
Coal) at \$4.40 per ton and 50 tons of Schuyl
Coal at \$6.00 per ton. and on or about Oct-
ober 6th 1846 100 Long Blooming Coal the
price of which I do not recollect

Int 7th Do you now recollect whether
Stetley & Co made any purchases of you
of Hard Coal during the Summer or Fall

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of 1860. If so. State fully how many times they made such purchases of you and for what purpose and name the particular dates as near as you can recollect.

Ans^r I can only state as I did in answer to the 4th Interrogatory.

Int^{8th} What were the ordinary profits per ton made on Hard Coal sold during the Fall of 1860. and winter of 1861. by coal dealers in the city of Chicago, where the coal had been purchased in Buffalo. at the lowest Cash Market Value. in the Summer and Fall of 1860.

Ans^r I don't think I could answer that question without examining my books. I think it was in 1860 that coal went up very high and profits were large, but I am not positive as to the year.

Int^{9th} If coal advanced from \$6⁰⁰ to \$10⁰⁰ per ton at Detroit what would have been the profits on Hard Coal per ton sold in the city of Chicago.

Ans^r Well I don't think \$4⁰⁰ per ton

Int¹⁰th State if you rec^d whether Hard Coal advanced in the fall of 1860 in price if so when did the price begin to advance

Ans: I think it advanced in price at that time but I'm not positive it kept going up along from early in the fall until Spring I know it advanced rapidly one Fall and Winter and went up very high but I am not positive as to the year.

Int¹¹th State if you know whether Edward Bull sold hard coal during the summer of 1860 to any other Coal dealer in the City of Chicago excepting yourself, and Kelley & Co.

Ans: I do not.

Crop Expt^r by Mr Harvey

+ Int¹²th How long have you known the Com-plain^t and Mr Bull. what has been his business since you have known him & for what length of time have you dealt with him.
"objected to assimilation"

Ans: about 3 or 4 years I have known him. he

654 has been a dealer in coal in Buffalo I have
dealt with him I think about 2 years it
may be true.

+ Int 2? If the advance in the price of coal
of which you have spoken took place in the
season of 1860. about what time did such advance
begin was it before or after the close of navigation

Ans: It commenced about the close of navigation &
kept advancing until the end of the winter.

+ Int 3? Whether any material advance in price
during that season as early as the beginning
of October.

Ans: I could not say. my coal business was
an incidental business & I am not so well
posted up as if it was my main business

+ Int 4th Could hard coal have been procured
during the season of 1860 before the close of
navigation if it had been ordered as early
as the beginning of October of that year
"objected to as immaterial"

Ans: I think there was a difficulty in it in
the navigation I think there was coal

enough in Buffalo but I think there was a difficulty grew out of the navigation in the early close of navigation.

+ Int 3th What is the usual length of time taken by loaded schooners to perform the voyage from Buffalo to Chicago between the 1st of October and the close of navigation

Ans: about 4 to 5 days.

The State,

And the said Seneca Night was by me this 25th day of July A.D. 1862 first duly cautioned and sworn to testify the truth the whole truth and nothing but the truth in the cause of said I carefully examined the said Seneca Night and he did thereupon depose, and say as follows to Int.

Int 1st What is your name age place of residence & occupation

Ans: My name is Seneca Night, I am of lawful age I reside in Chicago I keep an Eating House and Saloon

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Int 2^d. Pardon know the parties to this suit
if so how long have you known them

Ans I do not know Mr Bull I have known Mr
Kelley I think about 18 months I do not know
Mr Maher

Int 3^d. State whether you had any business
transaction with Kelley & Co during the sum-
mer or Fall of 1860. if so state fully what
the same was and when it took place and
all the facts in relation to the same

Ans. I made a contract with Mr Eames for
all the coal I wanted to use that winter
at \$4.00 per ton they furnished me on this
contract only two tons. I went over to Dan-
iel's store to order more coal on the contract
which I had made with Kelley & Co. and
they told me they had quit taking orders
then I went over to the office of Kelley & Co
saw the young man there and he told me
they had no coal. Kelley came into the office
and he told me that they had no coal my
contract was for hard coal. Mr Kelley did
not give me much satisfaction and I
cleared out. I afterwards met him at Daniel's
store I asked him about the coal contract

he said I had no contract, that there was none. The two tons above mentioned above was all that I received on the contract I did not pay Kelley & Co. for the Two Tons. The Coal cost me \$14⁵⁰ more than I agreed if I received it under the contract with Kelley and this was the amount of damage that I sustained by their failure to carry out the contract. The contract was made along in September or August I don't know I do not recollect as to date. I went over there to the yard about the last of November or first of December. I cannot recollect within a month or two when the contract was made, but it was along in August or September. I don't know. It was to be delivered along as I wanted it two tons at a time.

D Wright.

And the said Benjamin Jennings was by me this 25th day of July A.D. 1842 first duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth in the cause of aforesaid. I carefully examined the said Jennings and he did thereupon depose and say as follows to wit:

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Int 1st What is your name, age, ^{place of residence} occupation

Ans: My name is Benjamin Jennings and of
Campbell age. I reside in Chicago. Keep
a saloon

Int 2^d Do you know the parties to the suit,
if so how long have you known them

Ans: I don't know any of the parties

Int 3^d State whether you had any business
transaction with Kelley & Co or their agent
Sam^l Eames during the Summer or fall of
1860 if so State fully what the same
was, when it took place, and all the
facts in relation to the same

Ans: It was along early in the fall of 1860
I don't know I made an agreement with Mr
Eames for six tons of coal at \$4⁰⁰ per ton
to be delivered along as I wanted it
I don't know I received on the Contract within
one or two tons I am not certain, I
got one ton I am certain, I paid for
that as I got it, but when I came
to order more on the contract I could
not get it. they had no more hard coal

and I ordered a ton of soft coal they sent that, I think the price was \$1.00 but I told them I should not pay it unless they carried out their contract with me, and I have never heard anything about it since

Ben Jennings.

And the said Frank A. Monroe was by me this 28th day of July A.D. 1862 first duly cautioned and sworn to testify the truth the whole truth, and nothing but the truth in the cause aforesaid. I carefully examined the said Frank A. Monroe and he did thereupon depose and say, as follows to wit

Int. 1st What is your name age place of residence, and occupation.

Ans: My name is Frank A. Monroe I am of lawful age. I reside in Chicago
Keep a Saloon

Int 2^d Do you know the parties to this suit if so how long have you known them.

Ans: I have no personal acquaintance with any of them.

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Qst 3^d. State whether you had any business transactions with Kelley & Co during the summer or Fall of 1860. If so state fully what the same was when it took place, and all the facts in relation to the same.

A^{ns}:. I made a contract with Mr Eames the agent of Kelley & Co for six tons of Hard Coal. to be delivered when I wanted it. This contract was made I think near the first of September 1860. the price was to be \$16.00 one ton was delivered to me on the 13th October 1860. I told Mr Eames at that time that I was ready to receive the balance as soon as they would deliver it. after I had used up the ton I applied to Mr Eames for the balance. he told me, that they expected coal every day, and as soon as it came he would deliver it. I never received the balance of Mrs. Bess. Kelley & Co sent me the Bill for the one ton. I told them when the balance of the coal was delivered I would settle the bill. I have never heard any thing further from them.

"Exp^t by Mr Henry"

+ Int 1st When did you first demand the remainder of the bond under the contract.

Ans: I think it was the latter part of November, 1860.

Thos H A Munroe.

And the said Evert Van Buren was by me this 29th day of July A.D. 1862 first duly cautioned and sworn to testify the truth the whole truth, and nothing but the truth in the cause aforesaid. I carefully examined the said Evert Van Buren and he did thereupon depose and say as follows to wit

Int 1st. What is your name age place of residence, and occupation

Ans: My name is Evert Van Buren am of lawful age. I reside in Chicago am an attorney at Law.

Int 2^d Do you know the parties to this suit, if so how long have you known them

662. Ans: I do not smm Bull. have smm
Maher & Riley 4 or 5 years

Int 3? State whether you had any business
transactions with Riley & Co. during the
Summer or Fall of 1860. if so. state
fully what the same was. when it took
place. and all the facts in relation to the
same.

Ans: In the latter part of the Summer or
for part of the fall 1860. I made a Con-
tract with Riley & Co by which they
were to let me have all the coal, both
soft and hard that I should want for
my own use from that time until
the ensuing Spring at a specified
amount for each time which amount
I do not now recollect. I received from
them all the soft coal I wanted and
received only I think one or perhaps
two tons of hard coal. I frequently
during the fall and winter applied to
them for more hard coal which they
did not furnish me, alleging that
they did not have it. Some time after-
wards I settled my bill with W. W.
Purmon Esq. he claiming to have

the matter in hand as assignee of Stelly & Co. I then figured up the amount of hard coal that I had been obliged to buy in addition to what I had received from them, and the difference between the price I had to pay for the hard coal I bought, and the price they had agreed to let me have it for. which amounted to I see by reference to the Bill was Eighteen Dollars. was deducted from the amount due from me, and I paid the balance.

Scrap examination by Mr Henry.

+ Int 1st When did you first demand hard coal of Stelly & Co and fail to receive it.

Ans: I cannot recollect the precise time I was during the winter & perhaps the latter part of the fall at various times as I wanted it for my family use

E Van Buren

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And the said Walter B. Soughton was by me this 27th day of July A.D. 1862 first duly cautioned and sworn to testify the truth the whole truth, and nothing but the truth in the cause aforesaid. I carefully examined the said Walter B. Soughton, and he did thereupon depose and say as follows to wit:

Int 1st. What is your name age, place of residence and occupation.

Ans^r. My name is Walter B. Soughton am of lawful age I reside in Chicago and am Book Keeper for Rawson & Bartlett.

Int 2^d. Do you know the parties to this suit if so how long have you known them.

Ans^r. I do not know any of the parties

Int 3^d. State whether you know of any business transactions between Duffey & Co and Rawson & Bartlett, during the summer or fall of 1860 if so state fully what the same was when it took place, & all the facts in relation to the same.

665 Ans: Mr Rawson contracted with Kelley & Co. during September 1860 for fourteen tons of standard coal at \$14 per ton, to be called for as required. Kelley & Co never delivered the coal. We called on them in December and demanded the coal they (some one in the office) told us that they could not furnish it, and he then told us to purchase the coal as best we could, and they would pay the difference. I think it was Kelley himself that told me this but I won't be positive. Rawson & Bartlett bought the coal of Walter & Rogers at \$10 per ton on the 4th December 1860, and on the 29th of December 1860. We received from Kelley & Co. \$56, that being the difference between the Contract price, and the price paid.

"objection to the part of the answer that gives the statements of Kelley"

"Copy Examined by W. G. Aet"

+ Int. P. Who made this contract with Kelley & Co for Rawson & Bartlett.

Ans: Royal J. Rawson since deceased

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+ Int 2^d When you don't know anything about the contract being made except from hearsay

Ans.^r No Sir.

+ Int. 3^d When did they first ^{neglect to} deliver the hard Coal

Ans.^r I don't know that I can give the date

Re Direct Examination.

Int 4th To whom and for whom was the \$50 mentioned in answer to the 3^d direct Inty. paid.

Ans.^r It was paid to me for Ransom Bartlett.

Int. 5th State whether you heard the contract mentioned in 3^d direct mentioned by both Ransom & Steley "objects to by Mr. G. act. as calling for the statements of one of the Defendants and as calling for hearsay evidence."

Ans.^r I certainly heard it mentioned by Mr. Ransom but I'm not positive whether I heard

667 A Mentioned by Mr Shelley or not.

Int 1st. By Whom was the settlement made,
for failure to perform the contract on the
part of Shelley & Co

"objected to because no contract is
proven"

Ans: I am not positive whether it was Kelley
himself or the Boot & Shoe. it was by
one of them, my impression is that it was
Shelley

Walter B Houghton

And he said John N Jewett was by me
this 29th day of July A.D. 1862 just duly
cautioned, and sworn to testify the truth
the whole truth, and nothing but the truth
in the cause aforesaid I carefully exam-
ined the said John N. Jewett, and he
did thereupon depose and say as follows
to wit:

Int 1st. What is your name, age, place of
residence, and occupation

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Ans: My name is John W Jewett I am of lawful age, I reside in Chicago am an attorney at Law.

Int²? Do you know the parties to this suit if so how long have you known them

Ans: I do not know Bull. or Kelley I have known Mahu 3 or 4 years & have known the firm of Kelley & Co by reputation about that length of time

Int³? State whether you had any business transactions with Kelley & Co during the summer or Fall of 1840 if so state fully what the same was, when it took place and all the facts in relation to the same

Ans: In the fall, perhaps September or so I made an agreement with Kelley & Co through their agent to furnish me hard coal for the coming winter at the rate of \$1.00 per ton to be delivered at my house They delivered a part I don't know a couple of tons in the fall, probably in the month of October, & when that was exhausted

I went to them for more this was probably the latter part of February or the first of March. I cannot tell exactly I requested them to send me I think a ton and a half of Hard coal. They said they had not the coal to furnish and could not do it. the reason given was. that the man who had agreed to send it to them had not done so. I do not know with whom I had this conversation it was in the ^{coal} office of Shelley & Co. I went away and bought hard coal else where. & was obliged to pay I think \$10⁵⁰ per ton for the 1 1/2 tons that I wanted. Subsequently, in settling with Shelley & Co for the coal I had had I insisted upon a deduction for their failure to deliver me the coal as agreed & charged them the difference between the price I paid, and the price at which they agreed to furnish me. the difference was I think \$11²⁵ which they deducted

objection to that part of the answer which gives the statements of the defendants.

Jno. W. Jewett.

And the said Edward St. Aiken was by me. this 29th day of July A.D. 1862, first duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the cause aforesaid I carefully examined the said Edward St. Aiken, and he did thereupon depose and say as follows to wit,

Int¹. What is your name, age, place of residence & occupation

Ans^r. My name is Edward St. Aiken I am of lawful age I reside in Chicago am in no business.

Int². Do you know the parties to this suit, if so how long have you known them.

Ans^r. I do not know Mr Bull. or Mr Kelley I have known Mr Maher probably 15 years

Int³. State whether you had any business transactions with Kelley & Co. during the summer or fall of 1860. if so state fully

what the same was when it took place
and all the facts in relation to the same,

Ans^r. I think in August 1860 I agreed
with Mr. P. W. Gale of Starman & Kinney
to purchase 4 1/2 or 5 Tons of hard coal
of Shelley & Co. at \$4 per ton delivered. Mr.
Gale went to the office of Shelley & Co. I
think (this is a matter of hearsay he
having told me so.) and made a contract
with Shelley & Co. for the coal to be de-
livered in the course of the fall, that
is upon my giving them notice when
to deliver. They delivered one ton of it &
without any order from me. and before
I was ready to receive it it was delivered
I think about the middle of September.
I should think in October it may be
as late as the first part of November
(I should not wonder if it was) I went
to the office of Shelley & Co. and called on
them for the balance of the coal. they
said they had not the coal then but
supposed they would have it before
the close of navigation. they thought
there was some on the way. three
or four weeks afterwards I went again
and he (I think it was Mr. Shelley)

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told me they had not got the coal and probably should not have it. he said that the party who had contracted to supply them with coal had failed to prepare it - he said I could go and buy my coal, that he would pay the difference. I went and purchased coal elsewhere. I think I paid about \$10 per ton & my damages would have been about \$16. the Ton that was delivered. I have not paid for and no bill has been presented, and I have not presented a bill for my damages to Kelley & Co. "objection to that part of the answer which gives statements made by Kelley"

Crop Examⁿ by Mr Gale

+ Int 1st. Did you yourself make this contract with Kelley & Co. for the coal or did any one make it for you

Ans. I think Mr Gale made it. I did not make it.

E. H. Aiken

And the said Dommerville Thomson was by me this 30th day of July A.D. 1862 duly cautioned and sworn to testify the truth the whole truth and nothing but the truth in the cause aforesaid. I have fully examined the said Dommerville Thomson and he did thereupon depose and say as follows to wit.

Int¹ What is your name, age, place of residence and occupation

Ans^r: My Name is Dommerville Thomson. I am Twenty one years old I reside in Chicago am a Pastor

Int²: Do you know the parties to this suit if so how long have you known them

Ans^r: I do not know Mr Bull or Mr Mahan I have known Mr Kelley for 2 years.

Int³: State if you know of any business transactions between Kelley & Co and

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Thompson & Kennedy during the Summer or fall of 1860 & if so state fully what the same was, when it took place and all the facts in relation to the same.

Mr. Kelley & Co. entered into a contract with Thompson & Kennedy to furnish them with all the coal, staves & soft which they would need until the opening of navigation in 1861. I think the contract was made in August & may have been earlier or later. The contract was made in the store of Thompson & Kennedy, No. 493 State St., Chicago. Mr. Kelley made the contract in writing Mr. Thompson.

"Mr. Harvey objects to any statements in regard to this contract and calls for its production"

I have seen the contract and I know the signature to be the signature of Mr. Kelley. I have seen him write his name. The staves & coal agreed to be furnished by the contract was never furnished. The soft coal was furnished. I went to the office of Kelley & Co. after and requested that they should send the coal I went to the

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office from the time the Contract was made. until the close of navigation and demanded the Coal they told me that they were expecting the Coal to come up the Lakes I was told this by Mr. Kelley sometimes and sometimes by his brother Rupert. Mr. Kelley agreed finally to allow me thirteen Dollars for damages and I was retained out of the Bill for the soft Coal by J. Thomson & Kennedy. We require about 90 Tons of Hard Coal for our Winter business. The failure to deliver the Coal, as per Contract caused damage to Thomson & Kennedy of thirteen Dollars more than what Kelley paid them the damages were figured up by Mr. Thomson, he calculating the difference that he had to pay for Coal over and above the price at which Kelley's Contract for

"objection by Messrs. Thomson & Kennedy to statements of Mr. Kelley"

Copy Examined by Mr. Harvey

* Int 1st. Can you state definitely of your own knowledge when the first demand was made for the Hard Coal, which was

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not delivered

Ans: I could not say positively, but it was probably a month before navigation closed.

+ Int: 7th. Do you recollect about what time navigation closed that season,

Ans: No. I can't tell any difference in that year from any other year. I generally close about the 1st December.

"By consent of Solicitors this examination is adjourned on order that witness may produce the written contract"

"Examination resumed this 29th day of September A.P. 1862"

Re Direct Examⁿ

Int: 4th State if you have made search for the Contract and if so with what success.

Ans: I have looked for it. and it is not

to be found, and I suppose ^{that} the Book that it was in has been destroyed. It was written in a Day Book. These Day Books we do not regard as of much importance after two or three months have elapsed and we tear them up & use them for waste paper, and this day book not being found I presume it was used up in the same manner.

Dorerville Thomson

And the said Charles A. Reno was by me this 31st day of July A.D. 1862 first duly cautioned, and sworn to testify the truth the whole truth, and nothing but the truth in the cases aforesaid. I carefully examined the said Charles A. Reno, and he did thereupon depose and say as follows to wit.

Int^r: What is your name age, place of residence & occupation.

Ans^r: My name is Charles A. Reno I am 24 years of age I reside in Chicago and am a Coal dealer.

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Int 2^d. Do you know the parties to this suit if so how long have you known them.

Ans: I have known Mr. Bull about 10 years. Mr. Maher about 14 years and Mr. Kelley about 10 years.

Int 3^d. State if you had any transactions with Kelley & Co. during the summer or fall of 1860 if so state fully what the same was, when it took place, and all the facts in relation to the same.

Ans: We had some business transactions with Kelley & Co. which commenced along in April 1860. I don't know and ran along into August we sold them coal at different times.

"Witness here produces Four Bills which are annexed to this deposition and marked Exhibits A. B. C. & D."

The Bills show the amount of the purchases by Kelley & Co. I have compared them with our books and they are correct and Kelley & Co. have settled them with us.

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Int 4th State whether you had any business transactions with Cadwallader Bull the complainant in this case, during the Summer or Fall of 1860 if so state all the facts in relation to the same.

"objected to by Mr Harvey"

Ans: We had no hard coal of Mr Bull. we had 15 tons of Bloplugh of him the price was somewhere in the neighborhood of \$4²⁰ per ton This was in July 1860. This was all the coal we had of him that season

Int 5th State whether you know of & Kelley & Co. were short of a full supply of hard coal, and Bloplugh coal at any time during the Summer or Fall of 1860 if so state when & all you know in relation to the same.

"objected to by Mr Harvey as leading"

Ans: I don't he had Bloplugh coal when I was there I don't it was about the first of September I would not be certain that he had Bloplugh but I don't he had. I would not say that

Q. he had or had not a supply of State
coal at this time, but my impression
is that he had not

Int 1st State whether the small amounts
mentioned in Exhibits A, B, C, & D, were
furnished by you to the firm of Kelley
& Co. to supply their customers.

"objected to as leading by Mr
Henry."

Ans: That was what we understood
they were doing with the coal hauling
it to customers

"objected to as hearsay by Mr.
Henry"

~~Ans: That was what we understood they were
doing with the coal hauling it to customers
"objected to as hearsay by Mr. Henry"~~

Int 7th Is it customary for coal dealers to
send to other yards in the City of Chicago for
coal to supply their customers when they
have a supply in their own yard.

"objected to by Mr. Henry"

Ans: It has not been customary with us when

we have the coal ourselves to get it from
other yards.

Int^g State if you know whether
the price of hard coal advanced in the
fall and winter of 1860 & if so when it
began to advance, & how much did
it advance.

Ans. I don't know we sold coal at \$5.75 or
\$6.00 in September or October and by Spring
say February or March I don't know we sold
as high as \$10.00. I do not recollect
when it began to advance but it
was about the close of navigation about
I don't know the middle of November it
might have been a little earlier.

Int^g If orders had been taken by Kelley & Co
previous to October 11th 1860 to be delivered
to customers during the fall and winter
when called for to the amount of 200 tons
and such orders were outstanding & not
filled on the 11th day of October 1860 what
would be the damage a loss to Kelley
& Co. to purchase coal after that time
to fill the same provided the prices for
which they had agreed to deliver the coal were

682 the ordinary prices paid for coal previous
to that time "objected to by Mr. Harvey"

Ans: I don't know. in our case we
figured up what coal we had in the
yard and the amount of our orders and
went out and bought the coal at \$6.00
per ton to fill all our outstanding orders
I don't know we bought 175 tons for this pur-
pose. it was in october I don't know the pre-
cise part of october. that we began to be
alarmed about not getting the coal
we lost about 75 cents per ton on the
orders we had taken & filled in this
way

I don't know that a man could have
gone into the market on the 11th october
& bought 2000 tons, but if he had gone
in as we did. he could have got a
portion of it at \$6.00. we got what we
wanted at \$6.00 then it continued to
rise about 50 cents every 2 weeks & in
December it would have cost him \$10.00

'Exp Examⁿ by Mr. Harvey'

+ Int^l? What is the usual length of time
taken by a loaded vessel to perform the

trip from Buffalo to Chicago in or about the month of October.

Ans: We have had vessels to come in 5-7 days. It is better sailing in October than in August because the winds are better. I don't think 10 days would be an average passage. Some of our vessels have been 13 days, but that is a very long passage. Ten days would be about the average.

+ Int 2^d. Was there telegraphic communication between Buffalo & Chicago in the month of October 1860., and what was the usual length of time required for the transmission of a letter from Chicago to Buffalo at that time.

Ans: To the best of my recollection there was telegraphic communication. I don't think we always got our letters at Chicago about the second day after the date of the letter at Buffalo.

+ Int 3^d. Was the local furnished by you to Kelley & Co in April 1860. furnished by desire of Mr Bull? objected by Mr Nichols.

184 Ans I don't think the 1st lot was but
 there were I think two lots furnished
 by Mr Bull's request. I think that when
 Mr Bull was up here we mentioned
 the matter to him, & he told us to let
Mr Kelley have the lot, and that
 he would settle for it which he did.

+ Int 4th Please state which of the
 51 our Bills produced by you were paid
 by the Comptrolr. & by whom and when
 were you paid the others, and state
 how they were all paid.

Ans^r The Bills marked Exhibits A
 & D. were paid by Mr Bull. we were
 owing him, and he credited our a/c with
 him with the amount of these two Bills.
 The other two were paid by Kelley & Co
 I think at their office.

Re Direct Examⁿ by Mr Nicholl

Int 10th When the Bills marked Exhibits
 A & D. were paid were not the same
 paid by drawing a/dt on Kelley & Co for
 the same, & delivering the same to Bull

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Ans: We assigned the a/c to Mr Bull verbally with written orders for Mr Kelley to pay Mr Bull, one of which order is attached to Exhibit P, and the other is endorsed on Exhibit A.

Q: 11th Do you know whether C Bull sold coal to any other party in the city of Chicago than yourself during the summer & Fall of 1860.

objected to by Mr Henry as not arising out of the Exh^{ts} & as immaterial

Ans: I do not know.

C. A. Reno

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Exhibit A.

Chicago - 1860

Wm. Kelley & Co.

Bought of Reno & Little Prisms
in Erie County, Mount. Carbon Brn Mill
Lackawanna, Bleblung, and other Coals

Office ante paid on Kingsbury St. Anthony Indiana St Bridge

Annals Cash,

1862

April	21	1	Iron prepared coal	@ 6 ⁰⁰	\$6.00.
"	26	1	" do		6.00
"	29	1	" do		6.00
May	2	1	" do		6.00
"	3	1	" do		6.00
"	13	10	" do	1	60.00
"	16	1	" do		6.00
"	21	2	" do		12.00
"	1	1	" do		6.00
"	26	1	" do		6.00
"	28	1	" do		6.00
"	31	1	" do		6.00

Wm. Kelley & Co
Lackawanna pay dues due
to Wm. & C. Bill. 1000 lbs
yrs 1st c
Reno & Little
Annals 13.50

@ \$5 ²⁵ per ton Sep.

W & C. Bill

132.00
16.50
115.50
13.45
102.05

Exhibit B

Chicago June 30. 1860

Wm. Shulley & Co
 Bought of Reno & Little Peasants in
 Erie County, Mount Carbon Basin Hill Lockawana
 Blooming and other local
 Office and yard on Singelney St north of Indiana St Bridge

Juno Cash.

7	1	Inv Egg local	@ 5 ²⁵	5 25
11	1	" do	"	5 25
13	12	1 " do	"	5 25
18	1	" do	"	5 25
"	2	" do	"	10 50
19	4	" do	"	31 50
21	26	1 ¹⁵⁰ " do	"	5 64
23	1	" Range	"	5 25
24	1	" Egg	"	5 25
"	1	" Range	"	5 25
				\$ 94 39

July 18. Rec^d Payment
 Reno & Little

Cancel R & Little

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"Exhibit C"

Chicago July 31st 1860.

Mep Kelley & Co

Bought of Reno & Little Peaslee in
 Erie County Mount Lebanon, Penn Hill Lockport and
 Blipburg and other local
 office and yard on Kingsbury St north of Indiana St Bridge
 Terms cash.

5 th	1	Low Range	local	\$5.25	5.25
7 th	1500	"	Egg do		3.94
10 th	1	"	Range do		5.25
21 st	1	"	Egg do		5.25
30 th	1/2	"	Range do		2.63
					<u>\$22.32</u>

Received payment
 Reno & Little

Concl. R. D. Hunt.

Exhibit D.

Chicago August 31. 1840.

Messrs. Kelley & Co

Bought of Renier Little Peasants in
the County of Cook and Eastern Wisconsin La Crosse
Bluffs and other localOffice and on Kingsbury St North of Indiana St Bridge
Dennis each.

1 st Aug	2	1820	Long Range to each	52. / 15.27
4 "	1/2		" Egg "	2.12
7 "	5	250	" do "	26.98
10 "	1		" Range "	5.25
13 "	1		" do "	5.25
				55.37

Annexed to said Exhibit is the following

Chicago Sept 3. 1840

Messrs. Kelley & Co

Pay to Bull Esq. fifty four ³⁷/₁₀₀ for
local (August Bull) & charge to your
Renier Little.

Cut D B for 15.

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And the said William St. Fuller was by me
the 23rd day of September A.D. 1862 first duly
cautioned, and sworn to testify the truth, the whole
and nothing but the truth in the cause aforesaid.

I carefully examined the said William St.
Fuller and he did thereupon depose and
say as follows to wit,

Int. 1st. What is your name, age, place of
residence and occupation

Ans. My name is William St. Fuller. am of law-
ful age I reside in Chicago am a Saloon
and Restaurant Keeper

Int 2^d. Do you know the parties to this suit
if so how long have you known them.

Ans. I have known Edw. Kelley about 5
years I have known Hugh Mahan 9
or 10 I do not know Mr. Bull.

Int 3^d. Did you during the Summer or Fall
of 1860 make a contract with Kelley to
for the purchase of local, if so state all
the particulars in regard to the contract
when the same was made, for what

kind of coal. and at what price per ton

Ans: I made a contract with Mr. Sweeney I think about the 1st of October 1860 for Hard & local. I think at \$4.00 per ton I used a good deal of coal. the contract was for what I wanted from that time up till spring I forget whether it was April or May

Int. 4th How much Coal would you probably have used during the time specified "objected to"

Ans: I had two stoves and a Range I ^{depending on the time from 6 to 7 tons per month I should have used} should have used about 25 tons in all

Int. 5th How large a portion if any of the coal contracted for was furnished by Sweeney & Co and what portion if any did they fail to furnish under the contract.

Ans: I guess they furnished me about 3 months that would be about 21 tons they failed to furnish a little over half of what I wanted pay about 25 tons.

192 Int 4th How much damage was it to you, then failing to furnish the coal as agreed upon objected to by Mr Galt

Ans: About one hundred Dollars I was obliged to pay \$10⁰⁰ for what coal I wanted to make up the deficiency

Int 5th Have you ever settled with Shelley

Ans: Not in full

"Crop Examⁿ by Mr Galt"

+ Int 1st Did you make this Contract with Shelley yourself

Ans: Yes Sir.

+ Int. 2^d Was the Contract in Writing

Ans: I believe it was I am not certain

"objection entered by complainant to the testimony of the witness in regard to this Contract on the ground that it was a written Contract it has not been produced"

"It is agreed by and between the parties in this suit that the further taking of the testimony of this Witness be adjourned, in order that he may have an opportunity to search for and produce the said Written Contract"

"According to adjournment the taking of this testimony is resumed this 1st day of October A.D. 1862 and upon reading over the testimony to the witness he wishes to correct his answer to the 5th direct Interrogatory. he says that upon reference to his Books he finds that Kelley & Co furnished him coal under the Contract for only about 4 or 6 weeks instead of 3 months and that he received from 9 to 10 Tons. he further says that he cannot find any written Contract and he believes that Kelley put down the Contract in his order book and that it is his opinion that no contract in writing was made

W. H. Fuller

And the said Henry H. Butler was by me this 1st day of October A.D. 1862 first duly cautioned, and sworn to testify the truth the whole truth, and nothing but the truth in the cause aforesaid. I carefully examined the said Henry H. Butler, and he did thereupon depose and say as follows to wit

Int 1st. What is your name, age, place of residence, and occupation.

Ans^r: my name is Henry H. Butler am of lawful age. I reside in Chicago am Bookkeeper for Dr C. & M. D. Wells

Int 2^d. Do you know the parties to this suit if so how long have you known them

Ans^r: I do not know any of them personally I have seen Kelley & Malin, but would not know them should I meet them I have seen Kelley at his office

Int 3^d. In whose employ were you in the summer and fall of 1860.

Ans: With Buell still & Granger of the City of Chicago

Int 4th What if anything do you know in relation to a contract between Kelley & Co. & Buell still & Granger for furnishing the latter with coal

Objected to by Mr. Galt

Ans: Buell still & Granger made a contract with Kelley & Co for Forty Tons of coal I think 35 of Hard Coal & 5 of soft in the Month of August 1860.

Int 5th Was this Contract performed by Kelley & Co in whole or in part. & if in part in what part.

Ans: In part only nearly one half of the coal was delivered by Kelley & Co

Int 6th Were any damages paid by said Kelley & Co. for the nonperformance of said Contract, if so how much.

Ans: Kelley & Co paid Buell still & Granger Forty one ⁵⁰/₁₀₀ Dollars as damages for the

non performance of the contract.

Int 7th. Was any effort made on the part of Buell Hill & Granger to obtain a performance of the contract on the part of Kelley & Co. if so. State what efforts & when.

Ans^r. About November 1st 1860 Buell Hill & Granger called on Kelley & Co & requested them to furnish the balance of the coal.
Mr Buell went to the office of Kelley & Co for that purpose I presume he did demand the coal.

Exp Exam^r by Mr Henry

+ Int 1st. Have you any personal knowledge apart from what you have heard from Mr Buell, or either member of the firm of any demand being made on Kelley & Co for the balance of the coal

Ans^r. I can't say anything more than I have stated viz that Mr Buell said he was going there, and he got into a buggy & drove off.

+ Int. 2^d. Have you any personal know

ledge of the payment of any money as damages by Kelley & Co. to Buell, Still & Granger.

Ans^r. I charged on the books of Buell Still & Granger. the amount of damages which was the difference between the contract price with Kelley & Co. & what we had to pay, for the deficit in coal amounting to \$41.50 and in the settlement of the a/c of Kelley & Co. & for what coal had been delivered on the Contract this amount was deducted.

St. St. Butler

"

And the said George St. Beardsley was by me this 28th day of October A.D. 1862 first duly cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in the cause aforesaid. I carefully examined the said George St. Beardsley and he did thereupon depose and say as follows to wit.

Int^r 1st What is your name age, place of residence and occupation

Ans^r. My name is George St. Beardsley of law

ful age. I reside in Chicago am purchasing agent & paymaster of the Chicago & Rock Island R.R. Co.

Int 2? Do you know the parties to the suit if so how long have you known them.

Ans? I don't know Bull personally. I have known Kelley since the year 1854. have had no intimate acquaintance with him I do not know. Hugh Mahan.

Int 3? Did you as the purchasing agent of the Chicago & Rock Island R.R. Co. enter into a contract with Kelley & Co. in the year 1860. for the purchase of coal for said company. if so state all the facts in relation to such contract.

Ans? On July 12th 1860 Kelley & Co. agreed to deliver to the Chicago & Rock Island R.R. Co. in their docks or at their machine shops in Chicago what quantity of coal they might order. previous to the 1st day of June 1861. they delivered one cargo of coal. I could not give the date probably in July. It may have been in August, or some other month I don't

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recalled definitely. In addition to that
I ordered as agent for the Company (my
impression is) about 500 tons which was
not delivered. My impression is that we
should have wanted more than the 500
tons though I did not order more than
that. The contract or agreement was in
writing which I now produce & attach
it to this deposition. Marked "Exhibit A."

Int 4th: Was the failure of Kelley & Co to deliver
the coal according to said agreement
any damage to the Rock Island R.R.
Co., if so state how much

Ans^r: It was a damage of not less than one
dollar and a half a ton, and the Company
paid I think as high as two dollars a
ton over the price on the agreement and
during the period named

Int 5th: Has there been any settlement
between the Rock Island R.R. Co. & Kelley
& Co. as to the amount of such damages?

Ans^r: No settlement.

Exp Exam^{ed} by W. G. Act

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+ Int, & When did Shelley's Co. first refuse to deliver you coal under that agreement.

Ans: I should pay in the month of October or November

+ Int & Have Shelley's Co ever paid you any damages.

Ans: Not any.

G. H. Beardsley

"Exhibit A"

Chicago and Rock Island Rail Road.
Purchaser's Office Chicago July 17, 1860

Chicago & Rock Island R.R. Co.

Gents: We hereby agree to furnish you delivered on board of your cars or at your Repair Shops in Chicago what Bluffburg local you may want between this and the first day of June 1861 at \$100⁰⁰ Dollars per net ton. The coal to be of the best quality. Lehigh local during the same time to be delivered at \$1⁵⁰/₁₀₀ Dollars per ton
Shelley's Co

And the said Arthur B Meeker was by me this 1st day of November A.D. 1862 first duly cautioned, and sworn to testify the truth the whole truth, and nothing but the truth in the cause aforesaid. I carefully examined the said Meeker, and he did thereupon depose and say as follows to wit,

Int 1st. What is your name age place of residence, and occupation

Ans: My name is Arthur B. Meeker of lawful age. I reside in Chicago, am in the Coal & Iron business

Int 2^d. Do you know the parties to this suit, if so how long have you known them

Ans: I have known Mr. Bull 4 or 5 years
Mr. Kelley I have known about 3 years and
Mr. Maher 6 or 7 years

Int 3^d. What do you know in relation to the supply of the different kinds of Hard Coal on the yard of Kelley & Co. during the summer and fall of 1860. & have you any special means of knowing when they

were out of those kinds of coal
"objected to by Mr Galt"

Ans: I don't think they had a large amount
of coal I was selling them hard coal
along in the summer. a Ball of 1860

Int 4th How often did you sell them hard coal
during the summer or Ball of 1860

Ans: I think every month they had coal of me
they had about one hundred & fifty tons

Int 5th What was the occasion of them
buying coal from you.
"objected to by Mr Galt"

Ans: they were out of the kind ^{that} they purchased of
me.

Exp Examⁿ: by Mr. Galt.

+ Int 1st Did you sell Kelley any hard
coal after the 1st of May 1860.

Ans: I did.

+ Int 2^d Did you not say since you have

been before the Commissioner at this time
that you sold them coal during the
fall of 1859 & Winter of 1860. and not since
then

Ans: Yes Sir I may have said so. I said
I was not clear about the date of our trans-
actions I'm sure I sold them in 1860 &
also I may have sold them ~~in~~ 1859

+ Int 3^d. At what time in 1860 did you com-
mence to sell them.

Ans: I think along in the spring Sum-
mer & Fall of 1860 It was State coal
that I sold them

+ Int. 4th Did you sell them State coal
every month during this time

Ans: I think I did

+ Int 5th. About what time in the fall
did you cease to sell them

Ans: November I think

Arthur B. Master

State of Illinois }
Cook County } ss.

I L. Prout Fort Jr.
a Notary Public for the City of Chicago in
said County, and state do hereby certify that
previous to the Commencement of the exami-
nation of the said Samuel & James James
Conlan James Fleming Edward H. Stadauch
Jabez W. Bottford George H. Deming John
J. Newhouse Charles L. Harmon James
Mark Isaac W. Harmon Thomas Hale
Seneca Wright Benjamin Jennings Francis
A. Munroe Everett Van Buren Walter B. Houghton
John W. Jewett Edward H. Aitken Commodore
Thompson Charles A. Reno William H. Buller &
Henry H. Butler George H. Beardsley & Arthur
B. Meeker as witnesses in the said between
the said leadwallader Bull Complainant
and the said Edward Kelley et al. defendants
they were duly sworn by me to testify the
truth in relation to the matters in con-
troversy between the said Bull Complainant and
the said Kelley et al. Defendants, so far as they
should be interrogated concerning the same
that the said depositions were taken at my
office in said City of Chicago, between the
30th day of June, and the 1st day of November

A.D. 1862. and that after said depositions were taken by me, as aforesaid, the interrogatories & answers thereto as written down were read over to the said Witnesses, respectively & that thereupon the same were signed & sworn to by the said deponents before me at said time & place

And I further certify that Messrs. Henry Anthony & Gaet. solicitors for said complainant appeared & crop & examined said Witnesses & waived all notice of time & place of taking said depositions

In Witness Whereof I have hereunto set my hand and Notarial seal this 10th day of November. A.D. 1860.

(L.D.)

L. Proutfoot Jr.
Notary Public

Notary's fee \$50.00 paid by Defendant
Maher. December 10th 1862.

L. Proutfoot Jr.

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And afterwards to Wit on the sixth day of
October in the year of our Lord one Thou-
sand Eight Hundred and Sixty Three,
the same being one of the days of the October
Term of said Court, the following among
other proceedings were had and entered
of record in said Court To wit

Cadwalader Bull	}	Bill for Inj.
^{vs.}		
Hugh Maher. and Edward Hilley		

And now come Henry Anthony
Sheriff Solicitor for the complainant in said
cause. and suggest to the Court the
death of the said Cadwalader Bull
the said complainant. in this cause.
and it is ordered that the same be and
is hereby taken and entered herein of record
and thereupon on motion of said soli-
citor it is further ordered that Maria
Bull. administratrix of the Estate of
Cadwalader Bull. deceased be. and she
is hereby made a party complainant in
said suit. and that further proceedings
in said cause be presented in the

name of said Maria Bull. administratrix
of said Cadwallader Bull. deceased as
aforesaid.

And afterwards Term on the Twentieth second
day of December in the year aforesaid
the same being one of the days of the Dec-
ember Term of said Court, the following
among other proceedings were had, and
entered of record in said Court to Wit.

Maria Bull. administratrix
of Cadwallader Bull.

vs.

Plaintiff.

Edward Kelley & Hugh Maher

This cause coming on this day to
be heard upon the Bill answer, Cross Bill
and all the pleadings filed and proofs
taken therein, and Messrs Henry Anthony
& Co. of Council for the Complainant
having been heard, and Messrs Nichols Bro-
thers of Council for the defend Hugh
Maher, having been also heard, and
no Council appearing for the said.

Defendant Edward Kelley, and the Court upon consideration thereof, and being fully advised in the premises, doth order adjudge and decree as follows namely,

That the Crier Bill of the said Hugh Maher, and Edward Kelley filed in this Cause be dismissed, and that the amended answer of the defendant Hugh Maher filed on the Eighteenth day of August A.D. 1862, be stricken from the file of this Court, and the same having been filed subject to objection and to the disposition of the Court to be made thereof on the final hearing of this cause.

And it further appearing to the Court that the said Cadwallader Bull has departed this Life since the commencement of this suit, the partnership heretofore existing between the said Cadwallader Bull, and the said defendants Edward Kelley and Hugh Maher in the local business as set forth in the articles of Copartnership in evidence in this cause, has by the death of the said Cadwallader Bull been dissolved.

And it further appearing to the Court that the said Cadwallader Bull

did in his life time supply to the said Defendants under said agreement of co-partnership. Coal to the value of six thousand six thousand and Ninety five Dollars and seventy nine Cents at best price at Buffalo the same being the lowest cash price at said place on account of which the said Defendants have paid to the said Leowalladen Bull in his life time the sum of three thousand one hundred and fifty Dollars and no more.

It is therefore adjudged and decreed that there is and remains due to the said Leowalladen Bull as administrator of the said Leowalladen Bull from the said Defendants on the actual cash cost of the said coal at Buffalo the sum of Three thousand four hundred and forty five Dollars and seventy three Cents.

And it further appearing to the Court here that up to the time of filing the Bill in this cause, the said Defendants had sold of the coal furnished to them by said Leowalladen Bull in his life time under the said agreement to the amount of Two thousand two hundred and forty six Dollars and four Cents, and

that the profits on said sales amounted to one Thousand Seven Hundred and eighty Seven Dollars. and fifty cents, and that the said Complainant is entitled to one third part of said profits, it is ordered adjudged and decreed that there is and remains due, from the said Defendants to the said Complainant for such profits on such sales as and for said one third interest thereon, the sum of One thousand and Ninety Nine Dollars and Eighty three Cents.

And it further appearing to the Court that the coal supposed by said Leadwaller Bull to have been unsold by the said Defendants at the time of the filing of the Original Bill herein but which was claimed by said Defendants to have been sold in gross to one James Roberts, before the filing of said Bill amounted to six thousand and Eighty eight tons. which sale to said Roberts, the Court finds to have been a fraud on Complainant and a violation of the Articles of Copartnership, by the said Defendants, and which coal last mentioned owing to the very great rise in the value thereof in the Fall of 1846 the Court finds to have been worth ten dollars per ton in the

yard of the said Defendants in Chicago and the cost of which was Three Thousand two hundred and twenty eight Dollars and seventy Cents. leaving a profit thereon of three Thousand six hundred and forty one Dollars and thirty Cents of which the said Complainant is entitled to one third part.

It is therefore further adjudged, ordered and decreed, that there is no amount due from the said Defendants to the said Complainant, as and for the said one third share of said last mentioned profits the sum of Twelve hundred and thirteen dollars and seventy six Cents.

And it further appearing to the Court that the said Defendants are justly and equitably indebted to the said Complainant in the further sum of Five hundred and ninety one Dollars for short delivery of coal by the said Defendants to one Nathaniel J. Bonton as shown by the entry of that sum to the credit of the said Cadwallader Bull on the Ledger of the said Defendants.

And it further appearing to the Court that the expense of said partnership up to the time of the Commencement of this suit

amounted to Fifteen Hundred Dollars, in which sum is included the salary of the Book Keeper to be paid by said Carrallader Bull, according to said partnership agreement, and which amounted to Two Hundred, and Forty seven Dollars, and two cents, leaving a balance of one thousand two hundred, and Fifty two Dollars, and Ninety eight cents, to be shared in equal proportions, between the said Complainant and said Defendants.

It is therefore ordered adjudged, and decreed, that from the amounts heretofore found, to be due from the said Defendants to the said Complainant there be deducted the sum of Two Hundred and Forty seven Dollars, and two cents, being the wages of the Book Keeper and one third of the remaining expenses.

And it further appearing to the Court here that the said Complainant is entitled to interest on the amount so found to be due, from the Eleventh day of October, A.D. 1840, to the day of the entering of this decree.

It is therefore further ordered adjudged and decreed, that the interest on the sum of One Thousand two Hundred and Ninety

Six Dollars from the said Eleventh day of October A.D. 1860 to the day of the entry of this decree. amounting to the sum of one thousand and five Dollars. be allowed to the said complainant.

It is therefore hereby ordered adjudged and decreed by the Court that the said Defendants, Edward Kelley, and Hugh Maher, do forthwith pay to the said complainant the sum of Six thousand Three hundred Dollars. Composed of the various items hereinbefore set forth, in detail, being the amount found by the Court to be justly, and equitably due from the said Defendants, Hugh Maher, and Edward Kelley to the said complainant with interest thereon, from the date of this decree, and that the said Defendants, do pay the cost of this suit.

\$6300.00

And it is further ordered adjudged and decreed by the Court that the said complainant have execution for the said sum so decreed, to be paid by said Defendants and the said costs.

And thereupon said Defendant Hugh Maher appears by P. Charles J. Nichols

his solicitor, and prays an appeal herein
to the Supreme Court, of this state from
the Judgment and decree of this Court,
which is allowed to him on filing
Bond in the penalty of Eight Thousand
Dollars, with security, to be approved by one
of the Judges of this Court and to be
filed by the fourth day of the next term
of this Court.

And thereupon comes
said Hugh Maher, and presents his
appeal bond in the penalty of Eight
Thousand Dollars Conditioned as required
herein which bond is approved and order-
ed to be filed, by the Court

And afterwards to wit on the day and year
last aforesaid, the said, Hugh Maher
by P. B. and J. F. Nichols his solicitors files
in the clerks office of said Court, his
Bill of Exceptions which is in words
and figures following to wit,

Superior Court of Chicago
 Cadwallader Bull. }
 vs. }
 Edward Stetley and } In Chancery
 Hugh Maher. }

Be It remembered that on
 the third day of November A.P. 1862 the
 said complainant by Henry Anthony &
 Galt his solicitors entered his motion in this
 cause in Words and figures following to wit,

Superior Court of Chicago
 Cadwallader Bull. }
 vs. }
 Hugh Maher & }
 Edward Stetley }

And now comes the
 said complainant herein by Henry Anthony
 & Galt his solicitors and moves the court to
 take from the files that certain paper writing
 purporting to be an answer on the part
 of Hugh Maher to the said complainant
 said Bill of complaint which said
 pretended answer was filed herein on
 the 18th day of August A.P. 1862 for the
 reason that said answer is contradictory

to the statements contained in the first answer filed herein by said Maher and is inconsistent with said first answer. and attempts to change the whole ground of defence set up in the first answer. which was filed October 26 A.P. 1860

Henry Anthony Hall
Solicitor for Complainant

And on the hearing of said cause to wit on the 10th day of November A.P. 1862 the said Defendant Hugh Maher read in opposition to said Motion the affidavits of P. C. Nicholas and Hugh Maher filed July 14th 1862, which are in words and figures following to wit:

(Said Affidavits are on pages from 186. to. 214. of this Record)

And Afterwards to wit on the hearing of this cause before the Honorable John M. Wilson one of the Judges of said Court the said Court sustained said Motion Whereupon the said Hugh Maher by P. C. and J. J. Nicholas his solicitors, then and there duly excepted,

And for as much as the matters aforesaid
do not fully appear of record the said de-
fendant by his solicitor aforesaid prays
the said court to sign and seal this
his Bill of exceptions, and make the same
a part of the record in this cause. which
is done

John M Wilson Clerk

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And afterwards to Wit. on the day and
year above said the said Hugh Maher
by P. Court J. J. Nichols his solicitor filed
in the said Clerk's office of said Court
his Bill of Exceptions which is in words
and figures following to Wit,

Superior Court of Chicago
In Chancery

Carlwallader Bull.

vs

Edward Stelley
Hugh Maher.

Be it remembered
that on the trial of this cause before the
Honorable John Mc Nisken one of the Judges
of said Court held on the 10th day
of November A.D. 1862 of the November
Term of said Court in said year the
said Defendant and Hugh Maher by his
Solicitor P. Court J. J. Nichols offered
Robert Law. D. J. Plimella and George
W. Truigg as Witnesses, said Witnesses all
being residents of the County of Cook and
State of Illinois.

And thereupon the Judge presiding inquired of Defendants Counsel if they proposed to prove by these Witnesses, any particular facts, to which the Counsel, replied, that they wish to examine them generally for the defence to be sworn and examined in support of said Defendants answer, and Crp Bill, and offered to furnish parole proof by the testimony of said Witnesses on the trial of this cause, sustaining the allegations of said Defendants in their answer and Crp Bill in this cause.

Whereupon the said Complainant by Henry Anthony Esq. his solicitor objected to the examination of said Witnesses, and to the introduction of parole evidence on the trial of said cause, & which objection of said Complainant as aforesaid, by his said solicitor the said Court then, and there sustained, and refused to allow said Defendants to examine said Witnesses and introduce general parole proof on the trial of said cause, on the ground, that the rule for closing the proofs in this cause before the hearing of said cause had been often extended on the motion of said

Defendants, and the last of which extensions
 of time for closing proofs in this cause
 had terminated to which ruling of the
 said Court in sustaining said objection
 of said Complainant to the said Defen-
 dant examining said Witness, and introduc-
 ing parole testimony on the trial of this
 cause as aforesaid, the said Defendant
 Hugh Mahu. by his said Solicitor then
 and there duly excepted. and for as
 much as the matters aforesaid do
 not appear of record, prayed the said
 Court to sign and seal this his bill
 of exceptions and make the same a
 part of the record in this cause which
 is done.

John M. Wilson *Prat*

And afterwards to Wit on the day, and
year last aforesaid, did said Hugh
Malin. file in the office of said Clerk
of said Court his appeal bond. which

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is in Words and figures following to wit,

Know all Men by these Presents, That
 Ole Hugh Maher, and Cornelius Price
 of the City of Chicago of the County
 of Cook, and State of Illinois, are here
 and firmly bound unto Maria Bull
 administratrix of the Estate of Cor-
 nellia Bull deceased of the City of Buffalo
 in the State of New York in the special
 sum of Eight Thousand Dollars law-
 ful money of the United States, for the
 payment of which well and truly to
 be made We bind ourselves our heirs
 executors, and administrators, jointly &
 severally, and firmly by these presents
 Witness our hands and seals
 this 22nd day of December A.D. 1843.

The Condition of the above
 Obligation is such, That Whereas the
 said Maria Bull administratrix
 of the Estate of Cornelia Bull
 deceased, did on the 22nd day of
 December, A.D. 1843, in the Superior
 Court of Chicago in and for the County
 of Cook, and State of Illinois and

of the December Term thereof A.D.
1863. recover a Decree against the
above Complain Hugh Maher, and
Edward Shelley for the sum of Six
Thousand and Three Hundred dollars
besides Costs of Suit from which said
decree of the said Supreme Court of
Chicago, the said Hugh Maher
has prayed for, and obtained an
appeal to the Supreme Court of said
State.

Now Therefore if the said Hugh
Maher shall duly prosecute his said
appeal with effect, and moreover pay
the amount of the decree, Costs, interest
and damages, incurred, and to be in-
curred against him in case the
said decree shall be affirmed in said
Supreme Court, then the above obligation
to be void otherwise to remain in full
force, and virtue,

Done and entered into
before at my office in Chicago
the twenty second day of
December A.D. 1863

Thomas B. Carter Clerk

Hugh Maher Esq
Respondent Prie Esq

" State of Illinois }
Cook County } 00

I Thomas B. Carter,
Clerk of the Superior Court of Chicago,
Illinois, and for the County, and State of Illi-
nois do hereby Certify that the above and
following to be a true, perfect and complete
transcript of all the papers, maps in my office
and of all orders and decrees made and
entered of record, in a certain cause, lately
pending in said Court. Wherein Maria Bull
administratrix of the estate of Leavellader
Bull was Complainant and Edward Kelley
and Hugh Mahan were Defendants.

In Witness Whereof I have hereunto set
my hand, and affixed the seal of said Court
at Chicago this Twentieth day
of January A.D. 1864.

Thomas B. Carter



Chas. W.

State of Illinois
Third Grand Division²⁰ In the Superior Court
of the April Term A.D. 1864

Hugh Maher	}	Appellant	}	Assignment of errors
impleaded with				
Edward Kelly				
vs				
Maria Bull	}	Appellee		
Administratrix of				
Cadwalader Bull				

Afterwards to wit, on the first Tuesday after the third Monday of April in this same term, before the justices of the Supreme Court of the State of Illinois at the City of Ottawa, in said Third Grand Division, Comes the said Appellant Hugh Maher impleaded with the said Edward Kelly by D. C. & J. J. Nicholas, his Solicitors, and says that in the record and proceedings aforesaid and in giving the decree aforesaid, there is manifest error in this, to wit,

1st The Superior Court of Chicago erred in not finding whether there was cause for a dissolution of said Copartnership at the time of filing said bill of complaint,

2nd The said Superior Court erred in not passing upon the causes of complaint alleged in the bill of complaint, below,

3rd The said Superior Court erred in granting

- relief upon matters not alleged in said Bill,
- 4th The said Superior Court erred in granting relief upon matters, transpiring subsequent to the filing of the said bill,
- 5th The said Superior Court erred in finding that the said firm of Kelly & Co. had been dissolved by the death of Cadwallader Bull subsequent to the time of filing the bill, and upon such finding, decreeing an account,
- 6th The said Superior Court erred in finding, that the said firm of Kelly & Co. had been dissolved by the death of Cadwallader Bull, without fixing the date of such dissolution by the death of said Bull,
- 7th The said Superior Court erred in finding the defendants below guilty of a fraudulent sale to James Roberts and decreeing relief upon such fraudulent sale
- 8th The said Superior Court erred in this, to wit: that, by the record aforesaid, it appears that the decree aforesaid, in form aforesaid given, was given for the said Maria Bull as administratrix of Cadwallader Bull against Hugh Maher and Edward Kelly, whereas by the law of the land, said decree ought to have been given for the said Hugh Maher and Edward Kelly against the said Maria Bull as administratrix of Cadwallader Bull,
- 9th The said Superior Court erred in this, to wit: that by the record aforesaid, it appears that

the decree aforesaid, in form aforesaid was given for the said Maria Bull as administratrix of said Cadwallader Bull against the said Hugh Maher and Edward Kelly, whereas by the law of the land, said decree ought to have been given for the said Hugh Maher against the said Maria Bull as administratrix of said Cadwallader Bull,

10th The Superior Court erred in rendering said decree against the equity of said cause, and not supported by the evidence in said case,

11th The said Superior Court erred in finding that the coal shipped by said Cadwallader Bull was furnished to said Maher and Kelly,

12th The Superior Court erred in finding that the defendants below sold the coal furnished to said firm of Kelly & Co by the complainant below,

13th The Superior Court erred in finding the said defendants below jointly guilty of a fraud upon the rights of complainant below in selling coal to James Roberts,

14th The Superior Court erred in ^{finding} that there was due complainant below from defendants below jointly \$591 for short delivery of coal to N.S. Boulton,

15th The said Superior Court erred in decreeing against said defendants jointly, for a violation of said articles of copartnership by said Edward Kelly, and also for conversion of part-

- nership property, and a fraud upon the rights of complainant below by said Edward Kelly,
- 16th The said Superior Court erred in rendering a decree against the said Hugh Maher, it appearing from the ~~said~~ record aforesaid that the said Hugh Maher did perform and keep each and every covenant either joint or several in said articles of copartnership on his part to be performed and kept,
- 17th The said Superior Court erred in ~~not~~ decreeing ~~an account~~ a dissolution of the partnership, without converting the assets of said firm into money and allotting to each partner his share of the same,
- 18th The said Superior Court erred, in not decreeing an account between each partner and said firm,
- 19th The said Superior Court erred, in not decreeing, that the amount withdrawn by each member of said firm be refunded as provided in said copartnership articles and in pursuance of the prayer contained in said bill,
- 20th The said Superior Court erred in not decreeing the amount of loss to be borne by each member of said firm for losses sustained in the course of said partnership business
- 21th The said Superior Court erred in striking

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the separate answer of Hugh Maher defendant below from the files.

22nd The said Superior Court erred in decreeing that there was due from defendants below to complainant below the sum of \$3545.73 on the cost price of coal.

23rd The said Superior Court erred in finding that there had been sold of the coal furnished by complainant below only the amount of \$5246.05 at the time of filing the Bill

24 The said Superior Court erred in finding that there were profits made upon the sales of coal up to the time of filing the bill to the amount of \$1487.50

25th The said Superior Court erred in decreeing the payment of the cost-price of coal that was sold upon credit

26th The said Superior Court erred in finding that there was in the yard of Kelly & Co at the time of filing the bill 688 tons of the coal furnished by the complainant below and finding said coal worth ten dollars per month,

27th The said Superior Court erred in finding that there was a profit made upon the

coal remaining in the coal yard of Kelly & Co. at the time of filing the bill of \$3641.²⁰ and in decreeing the payment of one third part thereof to complainant below.

28th The said Superior Court erred in finding the expenses of said copartnership up to the filing of the bill, including the salary of the bookkeeper ~~was~~ only \$1500.⁰⁰

29th The said Superior Court erred in finding that there was due complainant below at the date of the decree the sum of \$6300.⁰⁰

30th The said Superior Court erred in allowing interest before dissolution.

31st The said Superior Court erred in not making any provision by the said decree for the payment of the debts and liabilities of said firm.

32nd The said Superior Court erred in rendering a final decree, without disposing of the debts and moneys due said firm, from the collection of which, the defendants below were by the order of said Superior Court at the time of filing the bill and ever since have been enjoined.

33rd The said Superior Court erred in not charging the complainant below with the debts and moneys due said firm.

34th The said Superior Court erred, in not appointing a receiver to collect the partnership debts.

35th The said Superior Court erred in not disposing

of the injunction in the suit below

- 36th The said Superior Court erred in not allowing the defendants below damages for the failure of the complainant below to supply the said firm with coal in pursuance of the copartnership agreement
- 37th The said Superior Court erred in not charging the said complainant for losses to said firm from his failure to perform his part of said copartnership agreement.
- 38th The said Superior Court erred, in not providing by said decree for losses sustained by said firm in the course of said partnership business.
- 39th The said Superior Court erred, in not abating from the amount found below against the defendants below for the losses sustained by said firm.
- 40 The said Superior Court erred in not allowing the defendant below for the amount paid by them as damages for the failure of the firm to fill the copartnership contracts.
- 41th The Superior Court erred in dismissing the lower Bill of the defendants below and in not sustaining the same
- 42th The Superior Court erred in refusing to allow the defendant below, Maher, to examine on the hearing the said Robert Law, J. J. Kencella and George W. Dugg and in refusing to allow

the said defendant to introduce parol evidence
on the hearing in support of the answer and
cross-bill of the defendants below and in sus-
taining the objection of the complainant below
to the introduction of general parol evidence
on the hearing

D. C. S. J. Nicholas

Solicitors for the Appellee

Hugh Maher.

And the ^{said} Maria Bull, Administratrix of
Edward Bull, Appellee, now comes by
Henry Anthony Hyatt her Solicitor and says
that in the record and proceedings aforesaid
there is no error —

Henry Anthony Hyatt
Sols for Appellee —

222-105

Hugh Maher

is

Maria Bull

Record

Filed Apl. 20. 1864.
L. Leland
Clk.

Mar 13th 55

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