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which other obligations were incurred by said defendants, after those of 1859 should be discharged I do know some thing about said payments further than what I have learned from said Complainant, I acquired my knowledge from hearing the statements of the Defendant Kelley & I have knowledge further than I have acquired from the books & papers of said Complainant or from papers of said Defendants or the papers of said firm of Kelley. My only knowledge of these matters is derived from the statements of the Defendant Kelley in my presence & the partnership articles made in 1840.

Turkic Corp Interrogatory

In answer to the said Complainant's said interrogatory, you state how the several payments mentioned in the said Exhibit were respectively appropriated & by whose order such appropriation was made state whether you have any knowledge how said several payments were appropriated further than as ~~stated~~ you have been informed by the said Com-

Plaintiff, state whether the said
 Defendants or either of them gave any
 directions as to how such appropriations
 should be made & if so whether such
 directions or orders as to the appropriation
 of said several payments, or either of
 them was verbal or in writing, & if
 verbal when & where & in whose presence
 was such verbal instructions given & if
 said instructions or order was admitting
 annex the same to your deposition.

Answer to the Tenth Cross Interrogatory.

I have knowledge how said
 several payments were appropriated
 further than as I have been informed by
 the complainant I know of my own
 knowledge they were appropriated
 as I have stated I heard Mr Kelley
 one of the Defendants direct the approp-
 riation of the payments to the debt of
 1859 so far as they have been appropriat-
 ed to that debt the order of the defend-
 ant Kelley directing such appropriation
 of said payments was verbal & not in
 writing & was given in the presence of my-
 self & the complainant at the complainant's
 office in Buffalo in the month of April 1859

Thirteenth Serp Interrogatory.

In answer to the said complainant's third interrogatory you state upon what account each payment mentioned in said Exhibit was made & to what indebtedness each payment was applicable & was applied state how you know upon what account each of said payments was made, or how you know to what indebtedness each payment was applicable, and was applied & whether you have any knowledge in relation to the same other than what the said Complainant has informed you or learned from him or from the books of the said Complainant, or from some source other than your own personal knowledge, or from the said Defendants.

Answers to the Thirteenth Serp Interrogatory

I know upon what account each of said payments was made because I heard the Defendant Kelly direct that as fast as the complainant wanted money he should draw upon the firm of Kelly & Co for it & that the

money drawn for should be first applied to pay the indebtedness of 1854 & each payment made after that was received & drawn for towards payment of that debt until a sufficient amount was received to pay it, after that the moneys received went upon the account of 1854, under the Partnership articles I have knowledge of the said matters other than the information of said Complainant & other than what I have learned from him & other than what I have learned from the books of said Complainant. I have no knowledge other than my own personal knowledge & what I derived from said Defendant, Kelly

Don't ask Interrogatory, Do you know any thing of your own personal knowledge in relation to the charges in said Exhibit for exchange on the drafts therein mentioned, have you any knowledge as to said charges for exchange other than what you have learned from the said Complainant or from the said Complainant's Books, or from some source other than your own personal knowledge or from the said Defendants.

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Answer to the Fourteenth Interrogatory
 I know the drafts were made payable into exchange. They were drawn in that manner because said Defendants were to have paid the moneys in part here & in part at the City of New York by the terms of their notes given on the debt of 1859. I have knowledge as to said charges for exchange other than what I have learned from the Complainant or from his books. I have no knowledge on the subject other than that derived from the form of the notes & drafts & the statements of the said Defendant Kelley.

Fifteenth Interrogatory
 In answer to the said Complainant's third interrogatory you make a detailed statement or annex to said Complainant on account in detail of coal furnished to the said Defendants, by the said Complainant & Bull from the 15th day of April to the 11th day of October A.D. 1860. State how you know that the coal was delivered to the said Defendants, was not the coal shipped from Buffalo & consigned

to Kelley & Co of Chicago was any coal from the 15 of April to 11th of October A.D. 1840. shipped to said defendants Hugh Maher & Edward Kelley was not all the coal mentioned in said detailed statement or account. that you know any thing about coal shipped by the said Complainant in Buffalo & consigned by the Bills of lading accompanying the same to Kelley & Co. of Chicago, & was not loaded on the Boat from the 15th day of April to the 11th day of October A.D. 1840. a member of the said firm of Kelley & Co. & is not the suit in the caption of the said Complainant's interrogatories mentioned, brought to dissolve said firm of Kelley & Co. & to wind up the concern or business of said firm?

Answer to the Twentieth Interrogatory.

I only know the coal mentioned in the account produced was delivered to the defendants by its being shipped on vessels at Buffalo going to Chicago, which vessels were designed at the time of shipment for Chicago & left for Chicago, the coal so shipped was consigned by the bills of lading to Kelley & Co. of Chicago on account of to Bull the complainant. It was not otherwise shipped to the

Defendants Hugh Mahur & Edward Kelley
 draw as it was consigned to Kelley & Co. all of
 it was so consigned. It was all consigned
 by the bills of lading accompanying the
 same to Kelley & Co. of Chicago. The com-
 plainant Leawalladu Bull was a member
 of said firm of Kelley & Co. from April 15.
 to October 11th 1880. I understand the
 suit referred to is brought to settle the
 affairs of said firm. All I know about
 the suit is what I have heard.

Sixteenth Cross Interrogatory

Can you state
 under oath from your own personal
 knowledge that all the coal mentioned
 in said detailed statement or account
 in the last interrogatory referred to was
 actually delivered to the said Defendants
 Hugh Mahur & Edward Kelley or that it
 was all delivered to the said Kelley & Co.
 or was not some portion of the same delivered
 to some other parties in Chicago or was not
 some portion of the same delivered to some
 Rail Road Company or Companies in
 Chicago or to one Barton was you
 present when any portion of said coal
 was delivered. Have you any personal

Knowledge as to the delivery of any portion of the same, have you any other knowledge as to the delivery of said coal, or any portion of the same, than what you have learned from the said Complainant or from the books of the said Complainant or from some other person than the said Defendants or either of them?

Answer to the sixteenth Cross Interrogatory.

The coal mentioned in said detailed statement was all shipped at Buffalo consigned to said firm of Kelley & Co. on account of C. Bull. It was all shipped on vessels going from Buffalo to Chicago which afterwards left upon their trips & Kelley afterwards at Chicago told me, that they had received the coal so shipped & I did not see it received by the firm of Kelley & Co. at Chicago except in one instance that was the cargo of the Barque Great West that coal was received by the Illinois Central Rail Road Company. The defendant Kelley directed it to be so delivered, with that exception, I don't know that any of the coal so shipped was delivered to some other person at Chicago than said firm of Kelley & Co. or to any Rail Road

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Company. I know that Benton has some coal that he took from Kelley & Co. does in Chicago, no other coal mentioned in this account went to Benton to my knowledge. I have no other knowledge concerning the delivery of said coal than what I have stated. It was shipped by me & I kept an account of it and I made some of the Bills of lading & the others were made under my direction & inspection. I have other knowledge as to the delivery of said coal than what I have learned from the complainant & besides what I have learned from the books of the complainant & besides what I have learned from some other person than said defendants or either of them, I have stated my knowledge & means of knowledge.

Seventeenth Interrogatory If in answer to the complainant From the interrogatory you annex or attach to your deposition an Exhibit of the business transaction of the year 1859 of said complainant with the said Defendants state whether the said Exhibit is not a copy of the entries in the said complainant's Books

of accounts & whether you now have any knowledge as to the items of business for the said year 1859, between the said Complainant & the said Defendants other than from the entries in said books of said Complainant or whether you have any knowledge, & if so what other than from information derived from the said Complainant, or from the books or papers in the possession of the said Complainant or from information other than your own personal knowledge or the statements of the said Defendants & state particularly what your means of knowledge is of each item or entry in said Exhibit of said business of the year A.D. 1859.

Answer to the seventeenth Interrogatory.
The exhibit of the business transactions between the Complainant & the Defendants in the year 1859 is a copy of the Complainant's books of account. I have knowledge as to the items of said business for the year 1859 other than from the entries in said Books of said Complainant I have other knowledge than from information

derived from the complainant & not derived from the books or papers in the possession of said complainant, & not derived from information other than my own personal knowledge. My knowledge consists in part of statements made by the Defendant Kelly.

My knowledge is as follows. I was present & saw the coal mentioned in said exhibit shipped on board vessels of Buffalo, for Chicago to said firm of Kelly & Co. & the vessels after the respective shipments left Buffalo for Chicago with the coal on board. I kept a memorandum of the coal so shipped from which I have made & some of the Bills of lading for such coal & from which I saw the other bills of lading made. I know that said bills of lading were accurately made, & that all the coal charged in said exhibit was shipped as I have stated. I know that the account for this coal as charged in said exhibit was examined by the Defendant Kelly at Chicago & a balance arrived at for which notes were given by him as I have stated with the exception of the small balance of \$13.67.

Eighteenth day of January

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In answer to the said Complainant's
fourth interrogatory you state that the said
Defendants were owing the Complainant
anything on account of the business of the
year A.D. 1859, state how you know that
the said Defendants were indebted to the
said Complainant on account of the business
of the year 1859, & whether the said Com-
plainant & the said Defendant did not
settle their accounts previous to April
15th A.D. 1860, & whether the said Defend-
ant did not execute their notes to the
said Complainant or to some other person
or persons for the benefit of the said Com-
plainant for all indebtedness previous to
April 15, 1859, & if so whether the said
notes were not negotiated by the said Com-
plainant to some third person or persons
or Bank or whether the said Complain-
ant did not part with all his interest in
the said notes given by the said Defend-
ants for the indebtedness of 1859

Answer to the Eighth Interrogatory.

I know the Defendants were indebted
to the Complainant on account of the
business of 1859, because they had had
this loss & I was not paid for the said

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defendants & said complainant did settle
 their accounts previous to April 13, 1860
 & arrived at a balance & the said defend-
 ants executed their notes to the said com-
 plainant for said balance except the sum
 of \$13.67, which was not included in either
 of said notes. the complainant did negotiate
 all but one of said notes I cannot tell
 to whom the said notes were negotiated ex-
 cept that a man named Downs had one of
 them & the Cecil Bank had one. The
 other note given upon that settlement
 was retained by the said complainant
 & was from time to time, renewed by said
 defendants the last renewal was made
 by the defendants giving the note of \$1539.50
 due at the Bank of North America in New
 York City, & the note of \$2349.37 given
 upon the settlement. was negotiated by the
 said complainant but I don't know to
 whom. It was afterwards taken up by
 him, and that note of \$1539.50
 was in his hands when the payments were
 made upon them which are charged in
 exhibit 2

Amosworth Corp. Antinegatory. Did not
 the said Defendants execute notes or

accept drafts for each & every debt due to the said complainant from the said Defendants for or on account of any business transactions of the parties for the year 1859, or previous to April 15, 1860, & if so state the amount of each & every note executed, or draft accepted by the said defendants for or on account of any business transactions of the parties previous to April 15, A.D. 1860, & what has become of the same & whether the said complainant did not negotiate each & every of said notes & drafts & have not each & every of said notes & drafts been paid by the said defendants to other parties than the said complainant & if either of said notes or drafts were paid to the said complainant state which & describe them & the date & amount of each & when the same & each of them matured. ?

Answer to the nineteenth last Interrogatory.

The defendants did not execute notes or accept drafts for each & every debt due to the complainant from the said Defendants for or on account of their business transactions of 1859, or previous to April 15, 1860, but they did give notes to the

Complainant for the balance of the account
 of 1859 with the exception of \$63.17. There
 were some notes given by the Defendants
 to the Complainant on account of the
 business of 1859, during the business season
 of that year, & while they were receiving
 loans, but I only remember one now so
 as to state what it was, & that was a
 note for \$1500. given about the first of
 December 1859. There were drafts drawn
 on account of said business by said
 Complainant & said defendants while
 said business was going on but I cannot
 state what they were. The only notes &
 besides the \$1500. note, that I can describe
 were given upon the settlement spoken of.
 The \$1500 note was given December first
 1859, & became due in three months at
 Whites Bank at Buffalo, the notes given
 upon the settlement were dated March 7
 1860, & were four in number, one was for
 \$750. due in forty five days at Whites &
 Bank in Buffalo, one for \$764. due
 at same time & same Bank one for
 \$2541.46, due June 8. 1861. one for \$2349.33
 due July 10. 1861. The notes for \$750. and
 \$764. were negotiated & they were after-
 wards taken up by the Complainant.

& they were renewed by the Defendants by
 giving their note of \$1539.50. The note for \$2541.41
 was negotiated to the Cecil Bank, the note
 of \$2349.37, was negotiated by the Complam-
 ant & taken up by him when it became
 due, the Defendants paid the \$1100 mentioned
 in Exhibit 2 towards taking up that note.
 The other drafts mentioned in Exhibit 2 except
 the \$900. & \$200. & a portion of the draft &
 charged August 2 for \$350 were drawn to
 apply on these two notes. All the notes ex-
 cept the \$1539.50. were negotiated as I have
 stated & all the drafts drawn on said
 Defendants towards the account of 1859
 were negotiated, the notes were not all
 paid to other parties than the complainant.

The residue of the \$2349.37 left after ap-
 plying the \$1100 & the whole of the note
 of \$1539.50 were paid by the Defendants to the
 Complainant by paying the checks & drafts
 mentioned in said Exhibit 2.

Overtick Leap Interrogatory. State if
 you can all notes executed by the said
 Defendants Hugh Maher & Edward Kelly
 from the 13th of April to the 11 of October
 A.D. 1860. or either of them or by the said firm
 of Kelly & Co & all bills of exchange drawn

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by the said Complainant in & accepted by the said Defendants Maher & Kelly or either of them, or on said firm of Kelly & Co. & state what has become of the same & each of them, & whether the same have been paid, or either of them & which of them & by whom & to whom have each & every of said drafts been paid?

Answer to the twentieth last Interrogatory.

The firm of Kelly & Co. made two notes June 8. 1860 for the purpose of renewing the note of \$2541.46. due then, & held by the Mercantile Bank which I think the Bank retained, but refused to accept them in place of the old note. The two renewal notes were as follows. one for \$1252.97. due August 11. 1860. the other \$1302.41. due September 11 1860. both payable at the Bank of North America New York City. The said Defendants. also executed a renewal note for the purpose of renewing the note of \$1500. negotiated to Pouns the renewal note was for \$1525. dated May 4. 1860. due in three months & I know of no other notes given by said Defendants between April 15. & October 11 1860 I know of the Complainant drawing

bills of exchange upon said Defendants between April 13. & October 11 1860 they are the ones that are stated in said Exhibit 2

The drafts were paid by Kelley & Co. but I don't know to whom. I only know of the notes being paid as far as they were held by the complainant which were the two notes of \$1539.50 & 2349.37, & which were paid as before stated to the complainant by the payment of said checks and drafts.

Twenty first Crops Interrogatory. State each & every sum of money paid by the said Defendants either of them or any other person or persons for them or by said firm of Kelley & Co. to the said complainant or to any other person or persons for him or his use from the 13. of April A.D. 1860 to 11 October 1860. or since that time.

Answer to the Twenty first Crops Interrogatory,

The checks & drafts mentioned in Exhibit 2. were paid by said Defendants as the firm of Kelley & Co. between April 15 & October 11 1860. there was paid to the complainant a note given by the Illinois Central Rail Road Company for \$130.37. about June 16. 1860. The defend-

outs also paid \$25, cash which is the same item contained in said Exhibit D, for that amount I know of no other money paid by the said Defendants or either of them or any other person for them, or by said firm of Kelly & Co to the Complainant

Twenty Second Corp Interrogatory.

State each & every sum of money & paid by the said Defendants or either of them or by the said firm of Kelly & Co on any & every check, draft or bill of exchange drawn by the said Complainant on the said Defendants or either of them or on said firm of Kelly & Co.

Answer to the twenty second Corp Interrogatory

The only sums of money to my knowledge paid by said Defendants or either of them or by said firm of Kelly & Co on any check, draft or Bill of exchange drawn by said Complainant on said Defendants or either of them or said firm of Kelly & Co are those mentioned in exhibit D

Twenty third Corp Interrogatory. State each & every sum of money that has been paid by the said Defendants, or either of them

or by the said firm of Kelley & Co. to the said Complainant or to any other person or persons for him or for his use, or to the assignee or assignees of the said Complainant, or any draft drawn on the said firm of Kelley & Co. & accepted by the said Defendants or either of them?

Answer to the Twenty third Lord Interrogatory.

The only sums of money that have been paid by said Defendants or either of them or by said firm of Kelley & Co. to said Complainant or to any other person or persons for him, or for his use or to the assignee or assignees of said Complainant or on any draft drawn on said firm of Kelley & Co. & accepted by said Defendants or either of them are the moneys collected by me on the checks mentioned in said Exhibit 2 the money collected on the note of the Illinois Central Rail Road Company & the moneys mentioned in Exhibit 2 so far as I know or have information

Twenty Fourth Lord Interrogatory. How much coal was shipped to other parties than the said firm of Kelley & Co. in Chicago from April 13. to October 11. 1840. by the

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said complainant, & state to whom the same was shipped & how much to each & also state all the coal that was shipped to the city of Chicago to other parties than the said Defendants from April 15 to October 11. A.D. 1860 & how much was shipped by the said complainant subsequent to 11 October A.D. 1860. to other parties than the said firm of Kelley & Co & the price received for the same for the different kinds of coal shipped?

Answer to the Twenty fourth Verbal Interrogatory,

The coal shipped by the complainant to other parties than said firm of Kelley & Co. the persons respectively to whom the same was shipped the quantity to each & the whole amount shipped to the city of Chicago to parties other than the said Defendants between the 15 of April 1860 & the 11th of October 1860 & the quantity of coal shipped by the complainant subsequent to the 11th day of October 1860. to other parties than said firm of Kelley & Co & the prices received for the same for the different kinds of coal shipped are stated & set forth in Exhibit C. hereto annexed,

Twenty Fifth Direct Interrogatory.

State you not conversed with the said Complainant in relation to your deposition in this case, or in relation to matters set forth in your answer to the preceding direct or direct Interrogatory?

Answer to the Twenty fifth Direct Interrogatory.

I have had conversation with the said Complainant at different times about this case. I have had conversation with him in relation to my deposition in this case but not in relation to matters set forth in my answer to the preceding direct or direct Interrogatories. My conversation with him has been general, about the law suit, not as to the matters I know or to which I should testify or what my testimony should or would be.

Lastly, Do you know any other matter or thing touching the matters in controversy that may tend to the benefit or advantage of the said Defendants. If so state the same fully & particularly.

J. O. and S. J. Nichols
for Plaintiff

Answer to the Last Cipe Interrogatory.

I do not know of any other matter or thing touching the matter in controversy that may tend to the benefit or advantage of the said Defendants.

Hugh L. Bull.

I Charles Daniels of the City of Buffalo, County of Erie, and State of New York a Commissioner duly appointed to take the deposition of the said Hugh L. Bull a witness whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said Hugh L. Bull as a witness in the suit between the said Edward Bull Complainant, and the said Edward Kelley and Hugh Maher Defendants, he was duly sworn by me as such Commissioner to testify the truth in relation to the matter in controversy between the said Edward Bull Complainant and the said Edward Kelley and Hugh Maher Defendants so far as he should be interrogated concerning the same, that the said deposition was taken at my office in the City of Buffalo in the County of Erie and State of New York on the 21st day of

October 1862, and that after said deposition was taken by me as aforesaid, the interrogatories and answers thereto, as written down was read over to said witness by me, and that thereupon the same was signed and sworn to by the said deponent Hugh L. Bull, before me the oath being administered by me the said Charles Daniels as such Commissioner at the place and on the day and year last aforesaid, said deposition being reduced to writing by my clerk in my presence, and in the presence of said witness

Chas. Daniels
Commissioner

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Mepu Kelley & Co.

1860

In ac with C. Bull.

April 24	To 120 Tons Blip coal	a 3.90.	468.00
	" Insurance		6.00.
May 10	" 84 Tons Blip. coal	a 3.90.	327.60
	" Insurance		4.20.
31	" 154 Tons Blip. coal	a 3.90.	608.40
	" Insurance		7.80
June 21	" 144 Tons Blip coal	a 3.90.	561.60
	" Insurance		7.20.
July 3	" 152 Tons Lhigh coal	a 5.50	836.00
	" Insurance		10.64
21	" 52 Tons Blip coal.	3.90	202.80
	" Insurance		2.60.
24	" 160 Tons Blip. coal	3.90	624.00
	" Insurance.		8.00.
Aug. 4	" 96 Tons L E. Pittston	4.40.	422.40.
	" Insurance.		5.76.
	" 93 Tons L E. Pittston	4.40.	415.20.
	" back adv. loading		8.95.
	" Insurance		4.98.
7	" 184 Tons L E. Pittston coal	4.40.	809.60
	" Insurance		11.04
	" 100 Tons L E. Pittston coal	4.40	440.00
	" Insurance.		6.00.
Sept 15	" 142 Tons Lhigh coal	6.00	852.00
	" 98 " Pittston stone coal.	4.40	431.20

Set forth & mentioned and referred to
in the free trading department of Bull & Bull
James Davis & Co.

1840

Sept 15. To Cash adv. loading
" Insurance

331

12.00.

15.82.

7059.79

Mrs. Kelley & Co

To C. Bull.

Dr.

1859	June 30	In	100	Sons Lump	Lehigh per Sch. Calver. 1 ¹⁵	615.00
	July 1	"	100	"	J & local. " " Grey Eagle. 8 ²⁰	520.00
	5	"	135	"	Range " " Dauntless " "	702.00
	7	"	50	"	L.E. " " Skirtingale " "	260.00
		"	50	"	J.E. " " " " "	260.00
		"	100	"	Blipburg " " J. Smith 4 ⁵⁰	480.00
		"	115	"	" " " " " West View " "	504.00
		"	75	"	" " " " " Contest " "	360.00
		"	27	"	L.E. " " " " " 5 ²⁰	140.40
	Aug 5	"	150	"	" " " " " Surprise " "	780.00
		"	255	"	J.E. " " " " " " "	1326.00
		"	Cash	adv.	" " " " " " "	5.00
	Sept 9	"	267	2 ⁰⁰	Sons L.E. " " " " " " " 5 ²⁰	1399.32
		"	333	18 ⁰⁰	" J.E. " " " " " " " "	1736.28
		"	276	"	" L.E. " " " " " " " "	1435.20
	11	"	69	"	" " " " " " " " " " " "	358.80
		"	44	"	J.E. " " " " " " " " " "	228.80
	Oct 8	"	124	"	L.E. " " " " " " " " " " " "	644.80
	12	"	84	"	" " " " " " " " " " " "	436.80
		"	110	"	J.E. " " " " " " " " " " " "	572.00
	26	"	72	"	Blipburg " " " " " " " " " " " "	345.60
		"	114	5 ⁰⁰	" J.E. local " " " " " " " " 5 ²⁰	594.10
	29	"	60	"	Range " " " " " " " " " " " "	416.00
	Nov. 3	"	26	"	Blip. " " " " " " " " " " " "	124.80
		"	113	"	L.E. " " " " " " " " " " " "	327.60
	5	"	105	"	" " " " " " " " " " " " Bug Canopus " "	546.00

in the purchase of the above mentioned articles of clothing & sundries

15.118.50

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1859

Cr.

August	18.	By my draft on a/c.	100.00
	22	" ym. " " "	150.00
Sept	2	" " " " "	250.00
"	12	" my " " "	300.00
	1	" " " " "	250.00
	17	" " " " "	300.00
	24	" " " " "	400.00
October	4.	" " " " "	450.00
	13	" " " " "	650.00
	21	" " " " "	500.00
November	7	" " " " "	800.00
December	1.	Three notes \$1500 each on a/c.	4500.00
1860			
March	7	Note 45 days.	750.00
		" " " " "	764.00
		" " 90 "	2541.46
		" " 4 mon.	2347.37
			\$13,054.83.
			63.67

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1860		A/c Coal. Shipped to Chicago. in 1860.		
July	7	115	Sons Blp. Coal to Remo & Little	\$4. \$260.00.
	12	190	" " " " Dairy Food of: "	760.00
Aug	30	100	" L.E. " " J. Hale.	\$4.40 440.00.
		50	Grp Schigto " " " "	6.00. Grp. 300.00
Sept	1	125	Sons L.E. " " " "	4.40. 550.00.
	27	100	" Blp " " " "	3.85. 385.00.
Oct	2	110	" " " " " "	" 423.50.
		100	" " " " " "	" 450.00.
	3	167	" " Schigto " " " "	" 1875.00.
		167	" " " " " "	" 1875.00.
Nov.	14	84	Sons. Schigto Coal to N.S. Bouton to fill contract of Alley & Co they declining to fill same.	
1861				
apl.	24	104	Sons Blp Coal to J. Hale	\$4.70. 488.80
"may	2	108	" " " " J.P. Newhouse.	" 507.60.
July	30	100	" " " " J. Hale	" 470.00.

I Charles Daniels of the City of Buffalo
County of Erie & State of New York a
Commissioner duly appointed to take the
deposition of the said Hugh L. Bull a
Witness whose name is subscribed to the
 foregoing deposition do hereby certify that
 previous to the commencement of the ex-

amination of the said Hugh L. Bull
as a witness in the suit between the said
Lawallader Bull Complainant and
the said Edward Kelley and Hugh Mahan
defendants so far as he should be interrogated
concerning the same, that the said de-
position was taken at my office in the
city of Buffalo in the County of Erie &
State of New York on the Ninth day of
October A.D. 1862 & that after said depo-
sition was taken by me as aforesaid the
interrogatories & answers thereto as written
down were read over to the said Witness
& that thereupon the same was signed &
sworn to by the said deponent Hugh L. Bull
before the oath being administered by said
Charles Daniels said Commissioner as
such Commissioner at the place and
on the day & year last aforesaid

Fees \$40.

Chas Daniels
Commissioner

And afterwards to wit on the Third day of Novem-
ber in the year aforesaid, the said Hugh Mahan
by his Solicitor filed in the said Clerk's office
of said Court an affidavit which is in
Words and figures following to wit.

Superior Court of Chicago
of the Northern District

Hugh Maher
impleaded with
Edward Kelley

and

Cadwallader Bull

In Chancery

State of Illinois }
County of Cook } ss

Ira J. Nichols
of said County and State being duly sworn
deposes and says, that he is one of the
solicitors for the Defendant Hugh Maher in
the above entitled cause, and that the
time for closing the proofs in said Cause
was extended to the first day of this term.

And this deponent further says that
in order to make a proper defense for
the said Defendant it has been necessary
for the said Defendant, to examine a
large number of witnesses, and for the
convenience of the solicitors of the Com-
plainant all the testimony taken in said
Cause has been taken in the office before
a Notary Public who occupies the same
office with them and that on Saturday
this deponent had made an arrange-

ment with St. P. Colvin, and H. C. Crosby who are material witnesses for the said Defendant Hugh Maher to be examined before said Notary public, by which witnesses this deponent is informed and believes can be proved that Maher suffered damages to a large amount on account of the failure of the said Bull to furnish coal in pursuance of the articles of Copartnership mentioned in the said Complainant's Bill of Complaint, and that the said Bull was the same time he failed to furnish coal to said firm furnishing other dealers in Chicago a large amount of coal.

And this deponent further says that he has been to the office of the said solicitor for said Bull at two different times to take the testimony of the said St. P. Colvin but that either the said Notary Public was so engaged that he could not take the deposition of said Crosby or that the said solicitor of said Bull was engaged, and requested this deponent to call at another time.

And this deponent further says that he subpoenaed said witnesses to appear at the office of said solicitor

on Saturday last at twelve o'clock and supposed that they would appear and testify and wait there for that purpose but that said witness failed to appear till between two and three o'clock when this deponent proposed to go after them, but said Notary Public before whom the testimony in this case has been taken then told this deponent that he would be otherwise engaged for the balance of the afternoon and should be unable to take the depositions of said witness. Whereupon P. O. Nicholas the partner of this deponent proposed to the solicitors of said Bull that the depositions of the said witness should be taken on Monday following by consent which proposition said solicitors refused to accept, whereupon P. O. Nicholas proposed that the said depositions should be taken before the Master in Chancery or before some other Notary public which last proposition was also refused, one of said solicitors remarking that he was not inclined to chase around town for the purpose of taking a deposition.

And this deponent further says that he does not ask for a further extension of the time to take proofs in this

case for the purpose of delaying the hearing of this cause but if said cause reaches for hearing before the said depositions are taken he is willing to omit taking the same but only asks for a few days or such time as this Court shall think necessary to take the same.

Subscribed & sworn to Cha J. Nicholas.

before me this 3rd day
of November A.D. 1862

J. B. Carter C. J.

And afterwards to Wit. on the Thrid day
of November in the year aforesaid, the
Same Remore of the days of the November
Term of said Court the following among
other proceedings were had. and entered of
record in said Court to Wit.

Lea wallace Bull	}	Bills.
^{vs} Hugh Mahon and Edward Kelley		

And now at this day again
come the parties in this cause. by their
solicitors and by agreement the cause
is set for hearing on Monday next the
Seventh day of November Instant, with leave
to either party to take further testimony in
mean time.

And afterwards to Wit. on the day and year last
aforesaid. the said Lea wallace Bull. by Henry
Anthony & Co. his solicitors filed in the Clerk's
office of said Court a motion which is in
Words. and figures following to Wit.

Superior Court of Chicago

Leadwallader Bull.
 vs.
 Hugh Maher. &
 Edward Melley

And now comes the said
 Complainant herein by Henry Anthony & Co. his
 Solicitors and moves the Court to take from the
 files that certain paper purporting to be an
 answer on the part of Hugh Maher. to the said
 Complainant's said bill of Complaint which said
 pretended answer was filed herein on the 18th day
 of August A.D. 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 de-
 fence set up in the first answer which
 was filed October 26. A.D. 1860.

Henry Anthony & Co.
 Sols for Compl't.

And afterwards to wit on 1st day of November
 in the year of aforesaid there was filed in the said
 Clerk's office of said Court. depositions
 which are in words and figures following
 to wit:

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State of Illinois }
Cook County. } ss.
City of Chicago }

The deposition of
Nathaniel J. Bouton, and Robert J. Hunt
of said City County, and State witnesses
produced sworn; and examined upon
their corporate oaths on the 4th day of
April, and the 9th day of June A.D. 1862
at my office, before me L. Sanford Jr.
a Notary Public for said City of Chicago
in a certain suit and matter in
controversy now pending and undeter-
mined in the Superior Court of Chicago
on the Chancery side thereof wherein
Cadwallader Bull is complainant and
Edward Kelley et al are Defendants
in behalf of said complainant.
Said Nathaniel J. Bouton on this 9th
day of June A.D. 1862 being first duly
sworn by me as a witness in said cause
previous to the commencement of his
examination to testify the truth as well
on the part of the defendants as the
complainant. So far as he should be
interrogated in relation to the matter
in controversy between them, testified

and deposed as follows to wit:

My name is Nathaniel J. Bouton, I am of lawful age I reside in Chicago I am in the Foundry and Machine business I have known Leadwallader Bull I think about ten years I am acquainted with Mr Hugh Maher I know Mr Kelley when I see him at his office but I cannot say that I should know him were I to meet him on the street I should probably recognize him, but perhaps could not call him by name,

Q. Now have you had any business transactions with Mr Leadwallader Bull or with Mr Kelley or Mr Maher, if so, state fully the nature of such transaction, when and where it occurred, and who were the parties interested, state fully and particularly all the circumstances connected with the same,

objected to by Mr Faint V.

Ans: On or about the 1st day of October 1864 Mr Bull at my office

sold to me 33600 pounds of Lehigh
 coal, and 10000 pounds of Bloomsburg
 coal, and gave me an order on
 Kelley & Co for the same to be delivered
 in my yard. I went to them for the
 coal with the order, their office at
 that time was at the foot of Market
 St. on the North side. I produced the
 order, and directed Mr Kelley to send
 forward the coal, they delivered me
 at once 198,845 pounds of Lehigh coal
 and 22,065 pounds of Bloomsburg coal
 when they ceased hauling, this was
 immediately after the first of October
 1860. after a little time finding that
 they delivered no more coal, and did
 not continue to deliver any more of the
 coal I called on Messrs Kelley & Co
 and saw Mr Kelley. I asked him why
 the rest of the coal was not forthcoming
 he said the coal which he had been
 delivering was Mr Bull's coal, and
 that he (Mr Bull) had no more coal
 there. I asked him if he (Kelley)
 refused to deliver me any more coal
 the balance of the order, he said
 yes. that Mr Bull was owing them
 and had failed to deliver the coal

as he had agreed. and that they had been damaged thereby a number of thousands of Dollars for which they had brought suit, or were about to bring suit I cannot say which my impression is that they had brought suit. I at once notified Mr Bull. that the order was not filled he directed me to consult Mr Robert Ferry and do as he said Mr Robert Ferry told me to notify him (Mr Bull) at once to send forward the coal which I did, this was late in the fall in November 1840. and he (Bull) shipped the coal to me just at the close of navigation excepting the Blpburgh. The vessel upon which the Schugh coal was laid up in Detroit and was forwarded from there to me by Rail the Blpburgh coal was shipped all the way from Buffalo by rail I don't know who paid the freights on the Blpburgh coal. My impression now is without reference to my books that I do not pay the freights on the Blpburgh coal. I did pay them on the Schugh coal. I paid freights to the Rail Road Co on the Schugh coal \$302 $\frac{7}{10}$. I paid cartage on coal

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\$33¹⁰/₁₀₀ before I got the coal from Mr Bull I mean the coal that came by R Road the coal previously received by Kelly & Co was exhausted, and I purchased from Price & Monis, and charged to Mr Bull which he paid coal to the amount of \$129⁴⁸/₁₀₀ and from John & Newhouse coal to the amount of \$96⁴²/₁₀₀ I also charged him for 9³⁷⁵/₂₀₀₀ Tons of Bloplough coal which was so much short of his contract to deliver at \$8⁰⁰/₁₀₀ per ton making \$73³⁰/₁₀₀ which was what I had to pay for it here, though that was considerably more than his contract price, all of the above items Mr Bull paid me. The order from Mr Bull mentioned above was for the coal, it was in writing and upon Messrs Kelly & Co.

The witness here produces the order a copy of which is attached to this deposition and marked Exhibit A.

The number of pounds furnished by Mr Bull after the refusal of Messrs Kelly & Co to deliver the balance of the order was 137 155 pounds of Lough and 77. 935 pounds of Bloplough part of which coal was bought here by me of Price, and Monis, and John, P. Newhouse and paid for by Mr Bull. I bought it and paid for it and Mr Bull paid me back

which closed the transaction

"Crop Examination by Mr. Smith"

+ Int 1st How did you pay Mr Bull for the
coal mentioned in your direct examination

Ans: My impression is that the coal amounted
to about \$1250 as near as I can recollect
without reference to my notes for which I gave
three notes of equal amount I think at
60 days 90 days & 120 days from the 15th October
1860 to Mr Bull the complainant. the first
note I paid at maturity. the second I re-
fused to pay for the failure at that time to
deliver the coal, and before the third &
matured the coal was received. and I
paid the second and third notes. I
made the contract for the delivery of the coal
with Mr Bull himself. I think before
either of the notes matured Mr Bull
had negotiated them, and I paid them
to his endorser. The amount in value of
the coal I received from from Kellogg
on Bulls order was for Litchfield coal &
about \$612 and for Bloomingh coal \$470
or thereabouts

H. S. Benton.

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By consent of Counsel Mr. ^{J. S.} Bouton makes
the following cession in regard to the
notes mentioned as having been given in
payment for the coal to Mr Bull by him

The notes given were of equal amounts
and payable at 3, 4 & 5 months from the
15th September 1860

N. S. Bouton.

Exhibit A.

Copy

N. S. Bouton
Proprietor

Office Union Foundry & Mfg
Chicago Oct 1st 1860

Messrs Kelley & Co.

Please deliver to N. S. Bouton
in order at his foundry 150^{East} Jones Street
Coal & 50 mt Jones Blowing & oblige
yours &c

Cadwallader Bull.

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And the said Robert J. Hunt being on this fourth day of April A.D. 1862 first duly sworn by me as a witness in said cause previous to the commencement of his examination to testify the truth as well on the part of the defendants as the complainant in relation to the matters in controversy between them so far as he should be interrogated, testified and deposed as follows to wit.

Int 1st

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

Ans^r

My name is Robert J. Hunt age twenty one, I reside in Chicago and Book Keeper for the firm of Hubbard & Hunt

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

Ans^r I have known the complainant 3 or 4 years the Defendants I have known about 2 years

The further taking of the testimony of this Witness is adjourned by consent of W. W. Hammond solicitor for the Defendants and Robert Henry solicitor for plaintiffs till to Monday Saturday afternoon April 5th at 3 o'clock at same place.

Pursuant to adjournment the solicitors for the parties to this suit met, and further adjourned the taking of the testimony of this Witness to Saturday next April 12th 1862 at the same time and place.

"On motion of solicitors the examination of this Witness was further adjourned this 12th day of April 1862 to Saturday next April 19th 1862 at same time and place"

"On motion of solicitors the examination of this Witness was further adjourned this 19th day of April 1862 to Monday afternoon April 21st 1862 at 2 o'clock at same place

"On motion of solicitors the examination

of this Witness was further adjourned the 21st day of April 1862 to Tues day afternoon April 22^d 1862 at 3 o'clock at same place"

"On Motion of Solicitor the examination of this Witness was further adjourned the 22^d day of April 1862 to Wednesday afternoon April 23^d 1862 at same time and place"

"On Motion of Solicitor the examination of this Witness was further adjourned the 23^d day of April 1862 to Thursday afternoon April 24th 1862 at same time and place"

"Pursuant to last adjournment the examination of this Witness was resumed the 24th April 1862 at 3 o'clock. and the solicitors for both parties were present at the examination" Robert Harvey for complainant, and W. W. Hammond for the Defendants.

Int 3^d State if you ever were in the employment of the parties to this suit or either of them. if so in what capacity. When did you commence, and when did you conclude such employment.

Ans^r

I was employed as Boot & Keeper mth Kelley & Co. I commenced about 17th April 1840 and I left them I think along about December 15th same year

Int. 4th

State if you know during the time that you were in the employment of these parties of any coal having been furnished by the complainant to the Defendants, if so state the quantity and the price.

Ans^r

I know of Mr. Bull's furnishing Kelley & Co mth coal. May 8th 1840. there were 119 Tons & 1540 lbs Blooming coal the price was to be \$3⁹⁰ per ton. 467.10
 May 24th 93 Tons 1183 lbs same coal at 3⁹⁰ 326.00
 June 16th 151 " 1800 " " " " 592.40
 " 30th 136 " 1320 " " " " 532.97
 Aug. 6. 158 " 396 " " " " 616.97
 July 17 152 " " Schuylb 5⁵⁰ 836.00
 Aug 14, 178 " 1128 " Lackawanna 4⁴⁰ 785.68
 " 4. 48 " 1435 " Blooming 3⁹⁰ 189.99
 " 20. 99 " 1539 " Lackawanna 4⁴⁰ 438.38
 " 20. 184 Tons. 238 " " " 816.12
 Sept 28. 121 " 1268 " Schuylb 5⁵⁰ 668.98

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Sept 28. 98 Tons Mr. Laetawann $4\frac{40}{100}$ 431.20.
 Making a total of 1695.79.

Int 5th Do you know of any sales of Blip-
 burg Coal made by the Defendants on an
 account of the Complainant during the months
 of May, June July August, and September
 1860, and have you made any account sales
 of the same, if so produce them.

Ans:

I do know of such sales. "Witness pro-
 duces account sales for May June July
 August and September which are hereto
 attached, and Marked "Exhibit A"

The amount of Blipburg Coal sold
 from May 10th to 31st was 51 Tons 1371 $\frac{2}{100}$ lbs of 293.20
 From 1st June to 30th 362 Tons 1334 lbs \$ 1640.95
 " 1st July to 31st 41 " 1993. " \$ 234.95
 " 3rd Aug. to 30th 123 " 754 " \$ 122.20
 " 1st Sept. to 29th 137 " 1640. \$ 528.65
 Making a total of 717 $\frac{40}{100}$ Tons \$ 3620.02

Int 11th

State what was the selling price of Blip-
 burg Coal per ton in Chicago between the 10th
 of May and the 29th of September 1860.

it varied in price. state such variation as
nearly as you can.

Ans:

Along in May it sold for about six
Dollars per ton In June about the same
In July August. and September about
the same price. Some were under six dollars
and some over six dollars. they averaged
about six Dollars

Int 7th

State. whether those sales to which
you have referred in your last answer were
made by the defendants during the period
above specified at the current market
price in Chicago for that description
of coal. if not state any reason if
you know

Ans:

The sales were made by the Defendants
There was a local association formed here
and Mr Kelly endeavored to sell it according
to the rates fixed by the association or
according to the terms agreed upon by the
different local Merchants here The sales
were made at about the current market price

Int 9th

State if you have made any account sales of Lackawanna Coal sold by the defendants on a/c of the complainant between the 10th May & the 29th September 1840. If so produce them, and state the amount in Pounds and Dollars & cents.

Ans:

I have made such account sales. "Witness produces account sales which he attaches to this deposition and marks "Exhibit B" from Aug 17th to 29th Sept 428 Lons 5 lbs \$2 419.75

Int 9th

State what was the selling price of that description of Coal in Chicago during the term covered by your account sales just produced.

Ans:

A greater portion of the Coal was under contract at six dollars, and six and a half Dollars I think at the time when we first got on the Coal it was about 5 1/2 or 6 dollars and before the season was over it rose up as high as 11 1/2 or 12 dollars.

Tom I should say it went up to 7 or 8 dollars per ton before the 29th of September. I will not be positive, but I think it went up to that price. The reason I think so is that 2 or 3 months after the 29th September, it went up to about 10 or 11 dollars per ton.

Ant 10th

Have you made any account sales of Lehigh coal sold by the Defendants for the account of the complainant between the 10th May and the 29th September, if so produce them, and give the number of tons so sold, and the amount in dollars and cents

Ans:

I have made such account sales.
 "Witness produces them and attaches them to this deposition marked "Exhibit C"
 From July 17th to Sept 29th 146 tons 1169 lbs \$1.004.34
 I think this coal was sold at the market price during this time it was about \$7⁵⁰/₁₀₀
 to \$8⁰⁰/₁₀₀

Ant 11th

State whether these account sales

which you have produced, and the amount of coal received from the Complainant are correctly taken from the books of Kelley & Co.

Ans:

I don't know they are, as far as I know of

Oct 12th

You have stated that sales of Lactawana coal were made to fill contracts do you know when, and by whom these contracts were made

Ans:

I know that they were made partly by Mr Kelley and some by Mr Eames, some by Mr Maher, and some were made in the office. Mr Eames was employed by Mr Kelley as their solicitor for contracts I could not say when these contracts were made, a great many of them were made before the coal was received, by Mr Eames and by Mr Kelley

Mrup desires to explain this answer. He says that no contracts were made for Kelley & Co. by Mr Maher unless they were changed to his Mr Maher's use, in

other words they were his own his own private affs & Kelley & Co. had nothing to do with them.

Int 13th

Have you made any statements of the amounts of Cash sales of coal sold by the defendants for the Complainant between the 10th May and the 1st of October 1840. if so produce it, and state the amount of such cash sales

Ans:

I have made such statement, "Witness produces statement which is attached to this deposition, and marked "Exhibit D"

The Cash sales amount to \$5097.32 this is a portion of what is included in the general account paper above referred to.

Int 14th

Has any Coal delivered to any parties below the Market price between the 10th May and the 29th Sept^r 1840 on account of its having been contracted for as you have stated.

Ans: There was such deliveries, as was

obliged to sell a great deal of coal below the market price to fill these contracts. We had contracts with different parties for from five to thirty tons, that had to have their coal furnished to them at the contract price, and not the Market price, I could not tell the total amount in tons, that was so sold the contract price I think was from $5\frac{1}{2}$ to $\$6$ most of the contracts were for the Lackawanna coal, or what is known and described as Pittston prepared coal.

Int 15th

State whether all the sales to which you have referred were made by the Defendants out of the coal furnished by the Complainant, and particularly described in your answer to Interrogatory 4th.

Ans. I think so

Int 16th

State if you know of any sales of coal to Nathaniel S. Bouton made by the defendants, if so what was the quantity sold, and how was it to be delivered.

Ans.

I know of such a sale being made

There were about 113 tons of Schigle and about 50 tons of Blyburg. He gave his note in payment for \$1,012⁵⁰ for the Schigle and \$237⁵⁰ for the Blyburg making \$1250. It was to be delivered in gross tons of 2240 pounds to the town, the account shows that the sale was made September 29th. I don't know as there was any positive time set for its delivery, it was to be delivered at the yard, and I think they were to have it themselves, it was to be weighed by Kelley & Co.

Witness desires to say that the Schigle was to be delivered gross 2240 pounds to the town and the Blyburg was to be delivered nett 2,000 pounds to the town. This is as I understood it from the order book, it was I think written in by Mr. Bull. It is so far back I can't remember positively.

Q. 17th Pay on when the difficulties commenced between the complainant and the Defendants, and do you know when this suit was commenced

A. I can't state positively as to the time, I think it was after or about October 11th. I do not know when this suit was commenced.

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Int 18th Do you know about the time of the service of the writ of Injunction in this case,

Ans. I don't know anything more about it than what I was asking Mr. Drummond about it, and he said he thought it was about the 11th of October, that is also my own recollection of it.

Int 19th Can you state at that time how much of the coal sold to Bouton had been delivered.

Ans. All I know about the amount of coal delivered to Bouton, is from a statement copied on the Bill book by me. From Sept 7th to the 27th was delivered to him 90 tons and $\frac{1410}{2240}$ of Lehigh of the Blooming was delivered from Sept 19th to the 21st 9 tons $\frac{1715}{2000}$ the Lehigh was to be at \$1.25 and the Blooming \$4.75 as per contract

Int 20th Can you state how much of the coal which has been furnished by the complainant to the Defendant, remained on hand on the year at the date of the service of the Injunction

Ans: No Sir. I could suppose by the Books, but I cannot from memory I will refer to the books. Upon reference to the books, I can't swear as to the correctness of the books as they have passed through the hands of two other Book Keepers. but the following are the figures as taken from the books, I should think there was about 359 Tons of Lard and about 94 Tons of Blip and about 235 tons of Lard. I will not swear that all of this coal is Bull, but the books show on the Credit side of these different accts that there must have been that amount of coal in the yard

"objected to by Mr. Shand"

Jan 21st Do you know of any sales of coal made by the Defendants to one James Roberts. Was any such sale made while you were in the employment of the defendants to your knowledge, was any entry of any such sale or made, by you in the books of the firm or do you know of any such entry having been made by any one else. if so when

Ans: I don't know of any such sale

being made by the defendants to James Roberts while I was in their employment. I never made any such entry of any such sale. I know of an entry that was sworn to at the Court by Mr Fleming it was in his own handwriting, but I did not know of the entry until he was called upon at that time to swear to it, it was in the order Book. I acquired this knowledge about one year ago at the time of the trial of a replevin suit between Crawford Corp & Co vs Sheriff Fleming.

"The further taking of the testimony of this witness is adjourned by the consent of solicitors for the parties hereto to Monday April 25th 1862 at same time and place"

The further examination of this witness is adjourned by consent of solicitors this 25th April 1862 till Thursday the 12th day of June 1862 at 9 o'clock A.M. at the Office of the Commissioner.

Pursuant to adjournment this examination was continued on this 12th day of June A.D. 1862 at the appointed

time, and place Mr Anthony appearing
for the complainant and Mr Smith for
the Defendants.

"Cross Examination by Mr Smith"

+ Int 1st

Who employed you as boot & shoe maker
of Kelley & Co?

Ans: I was employed by Mr Bull. he wrote
to me from Buffalo wishing me to keep
the boots on a salary of \$450 or \$500 per
annum I will not be positive as to the
amount.

+ Int 2^d How long did you remain in Mr
Bulls employ.

Answer. From the 17th April 1840 to about
15th December 1840.

+ Int 3^d Who made the contracts for the sale
of coal while you were in Bulls em-
ploy.

Answer All the contracts (with the exception
of this contract to Barton which was made

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by Bull). were made by Kelley and Cameron.

+ Int 4th Do you know how Mr Benton paid for that coal.

Ans: It was paid by two notes (at least those are all I know of) on the books I find two notes one for \$1112.⁵⁰ and another for \$237.⁵⁰ I think they were drawn payable to the order of Mr Bull. Mr Bull took the notes and they were charged up to him on his a/c.

+ Int 5th Did those notes ever go into the hands of Kelley & Co. & did Mr Bull individually receive those notes.

Ans: Mr Bull individually received those notes then they were handed to me by Mr Bull as the bookkeeper, and charged up by me to Mr Bull's a/c. then I gave them back to Mr Bull.

+ Int 6th Do you know what subsequently became of those notes.

Ans: I do not. I never saw the notes but at the time they were handed to me

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by Mr Bull to enter on the books.

x Inter 7th you don't know then whether they
were paid to Mr Bulls endorsees or not

Ans: I could not say.

x Inter 9th Who made the sale of coal to Mr
Roberts

Ans: I could not say I never heard of any
such sale being made while I was there

x Inter 9th Have you ever had any con-
versations with Mr Bull in reference to the
differences between him & Messrs Kelley & Mahan,

Ans: No.

x Inter 10th If you say he employed you
as his Bookkeeper.

Ans: Yes, I have never seen Mr Bull
since this suit was commenced

x Inter 11th Have you had conversations with
his attorneys.

Ans: No Sir. I have had none with them

Re Direct Examⁿ

Int. 22?

If there had been any such sale of coal by Mr Kelley or Mr Maher to Mr Roberts would you have been likely to have known it.

Objected to by Mr Quinn.

Ans: I would if it had been made and entered on the order book between the 17th April and the latter part of November.

Int 23? Now the sales of coal as they were made, entered in ^{an} the order Book kept for that purpose at the time they were made.

Ans: Yes Sir.

Int 24th. Was there any memorandum of any sale of coal put upon the order Book to Mr Roberts during the time in which you were employed as book keeper there.

Ans: Not to my knowledge

Qnt 25th Was it a part of your business to examine the order Books and make entries in the Daily Sales Book of the sales of coal as they were entered in the order Books

Ans: Yes Sir I do so & checked them off every morning from the sales book into my day Book

Qnt 26th Explain fully how you kept the books and accounts of the sales of coal while you were employed as Book keeper there

Ans: All the orders that were given to us were entered in the order Books in pencil or in ink first, and from the order book on to the delivery book, which were the tickets given to the Cartman, and ~~from~~ ^{from} that ticket book they were entered by me or Mr Fleming into the Sales Book and checked off by me from the sales book into the Day book parties being charged and the coal credited

Qnt 27th Did you have the sole and exclusive charge of the books of account of Kelley & Co in their coal business.

objected to by Mr Smith

Ans: Yes Sir. Not only in Kelley & Co accounts but also Bull's accounts. Kelley & Co that is Mahan & Kelley & Mr Bull gave me free power to receive all money for local deliveries and also gave me power to sign checks

Int 28th During the time you were so employed by Bull & by Kelley & Co was there any entry made by any person upon any of the books of Bull or Kelley & Co of any sale of local to any person by the name of Roberts
objected to by Mr Smith.

Ans: No Sir. Not to my knowledge.

Int 29th If there had been any purchasing made on any of the books would you have seen it
objected to by Mr Smith

Ans: So large a sale as that I think I would. from the fact that I had to check the books every morning.

Int 30th What you were so in then employ did you hear of any such sale being

Made,

objected to by Mr Smith

Ans: Mr Sir,

Exp Examtⁿ resumed,

x Int 12th you say you kept the books of Kelley & Co. & also of Mr Bull explain what you mean

Ans: I opened an a/c for Kelley & Co. in the books, and all local that was sold in 1859. and was collected in by our collectors or received by me instead of its being credited to the different local accounts it went to the credit of Kelley & Co. I mean that all the local received from Mr Bull of Buffalo and received by Kelley & Mahan from the 17th April 1860 down to the 28th September 1860 was charged to the different local accounts and credited to Mr Bull. I also kept an account of the sales made by Mr Kelley and Mr Eames Mr Bull & made the sale to Boston. I don't know any thing about the Books of 1859 except about the cash which I received on the sales of 1859 and the Bills that I paid

for Kelley & Co's accounts of 1859.

X Int 13th Was the a/c between Bull & Kelley & Co. as it appears on the Ledger as kept by you as the Bookkeeper of Mr Bull correct.

Ans: I admit that the credits of the different Coal a/c's are correct. In regard to the notes that Bouton gave Bull I admit they are entered wrong on Bulls a/c.

By consent of counsel the further examination of this Writup is adjourned till to morrow morning June 13/62 at 9 o'clock at same place.

The further examination of this Writup is adjourned by consent till 13th day of June till Friday July 11th 1862 at 1 1/2 o'clock P.M. at same place

Pursuant to last adjournment this examination resumed this 11th day of July 1862 at 1 1/2 o'clock Robert Henry appearing for the complainant, and the Messrs Nicholas for the defendants.

x 14th Int. Was not the complamant, and Defendant in this suit, namely Bull. Mahu & Kelley doing business under the firm name of Kelley & Co from the time you were first employed by Bull. as Book Keeper of said firm as you have stated until about the 11th October 1860.

Ans: Yes Sir.

x Int 15th Who conducted the business of said firm from April 17th to Oct. 11th 1860 in the local yard of said firm of Kelley & Co

Ans: Mr Kelley had the sole charge while I was there.

x Int 16th Did Hugh Mahu have any thing to do with or in any manner direct or control the business transactions of said firm from April 17th to Oct 11th 1860.

Ans: No Sir, not in the direction of the business, such as making contracts &c but if any contracts were made by him they were charged to his account on the books.

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X Int 17th

What do you mean by contracts,

Ans: I mean small orders for coal that were charged to his a/c by his order.

X Int. 18th In your answer to the 14th does you have stated that you know that on the 4th day of May 1860. Bull furnished Kelley & Co with 119 Bns. 1340 lbs at \$3.90⁰⁰ per Bn of Blasting coal state whether you actually saw Bull deliver that amount of coal to Kelley & Co or whether you speak from information other than your own personal knowledge.

Ans: The coal was delivered at our yard from a vessel from Buffalo to Chicago & entered up by me on the books May 5th 1860. I saw the coal delivered from a vessel that I knew was sent from Buffalo to Kelley & Co. Bull was in Buffalo, and we had bills of lading which were sent to us by Bull in a letter which we received before the coal arrived I won't swear positively that the B/S came before the coal arrived, but generally they came before hand.

X Int 19th Then if you don't know whether the Bill of Lading was received before the coal was received, how do you know that the coal came from Bull, in the particular

Ans: By letters that were received from Bull to Kelley & Co. advising them that he had shipped this amount of coal on board of this vessel.

X Int 20th Do you recollect the date and substance of this particular letter speaking of the coal

"objected to as calling for the contents of a written instrument in possession of Defendants"

Ans: No Sir I can't recollect all the correspondence that took place between Bull, & Kelley & Co. but I do recollect that there was a advise from Bull by letter stating that he had shipped such coal

X Int 21st Do you recollect any of the particular amounts of coal mentioned in your answer to the 4th direct questions

reference to the books.

Ans: No Sir I could not without referring to the books.

X Int 22^d Show what were the books made up from which these amounts were taken.

Ans: They were weighed off from the vessel by the yard man and in some instances they were delivered without being weighed and entered in the back part of a register kept for that purpose as coal being received from different parties

X Int. 23^d Did you weigh the coal yourself as it was delivered from vessels into the yard.

Ans: No Sir When we had occasion to weigh the coal it was done by Mr James Fleming our yard man In one or two instances we hired a man to assist him in weighing the coal

X Int 24th Then if you did not weigh the coal yourself you do not know the

amount or weight of the local received at different times, except as you were informed by others.

Ans: I know that it was right from the fact that the figures, after figuring up the weights corresponded into the B/L sent by Bull within a very few tons.

x Int 25th. Was every Cargo received weighed, if not, how many were weighed at the yard

Ans: I can't remember every cargo that was weighed, but Kelley & Co have a book showing every one that was weighed, my impression is that there were only 2 or 3 Cargoes that were not weighed. This answer is in reference to Bull's local, has nothing to do with any soft local.

x Int 26th. All that you know about the weight of local is from information derived from the weigh man, or the parties weighing the same, is it not.

Ans: as the book keeps for them, that is the only way I could become informed possibly. I looked over the weighman's figures

378. Ans: No Sir. But I checked from the Ticket a Delivery Book the amounts that were copied into the Sales Book before I copied them into the Day Book.

X Int 42? How many entries, or what entries were made of the sales of local before they were copied into the Ledger.

Ans: In the first place the local as it was delivered from the yard was copied into the Ticket Book by Mr Blumling some by me, and some by Mr Kelley. From the Ticket Book they were copied into the Sales Book, this was done mostly by Mr Blumling, and from the Sales Book they were copied into the day + Book by me, then copied into the Journal by me, and posted by me to their respective accounts in the Ledger. I mean under the heads of the different local accounts.

X Int 43? How the original entries were mostly made by Blumling in the Sales Book.

Ans: Yes Sir of the delivery of local.

+ Int 44th How all you know about the amount of local that was delivered is from information derived from the sales books.

Ans: Yes Sir.

+ Int 45th How much of a supply of the different kinds of local furnished by Bull had the firm of Kelley & Co in their yard at any one time from the 17th April to 11th October 1840.

Ans: I don't remember. I can't tell by referring to the books, each month was kept by itself, and by a reference to the Register I could easily tell I have here with me a memo. of about the amount of local that was in the yard on the 29th September. We had not a full supply along the latter part of the season to fill contracts.

+ Int 46th How did the supply of hard local in the yard of Kelley & Co. while you were there compare with the supply in the yards of other wholesale and retail de-

also in Chicago as to quantity,
objected to as incompetent
and irrelevant!

Ans: In the first part of the season it
compared with the other local firms but
in the latter part of the season we
were short of coal.

+ Int 47th Were they Kellogg Co. at any #
time furnished with a full supply of
hard coal to fill the out standing orders
and contracts of said firm.
"objected to as leading"

Ans: I think they were up to the time
the troubles commenced between Bull
and Kellogg Co. that was about the time
that Kellogg Co. made large contracts for
the delivery of hard coal, that Bull #
stopped delivering coal to Kellogg Co.

+ Int 48th Hadnt you written letters
by Kellogg's directions to Bull complaining
that he failed to furnish them with a
sufficient supply of coal to fill their
contracts and orders, if so when.
"objected to"

Ans: I think I have written letters by the direction of Kelley, but I don't remember whether it was previous to or after October 11th. If I wrote him any letters it was before October 11th.

X Int 49th. Did not Kelley state to you frequently previous to Oct. 11th that the yard was not supplied, or that they Kelley & Co. had not sufficient hard coal to supply their customers, and direct you to write to Bull to send on a supply of Hard coal to enable them to supply their customers "objected to as incompetent leading & calling for the declarations of Kelley in his own favor."

Ans: Kelley told me to write Bull to send on more hard coal.

X Int 50th. Did you write him as directed "objected to"

Ans: I did.

X Int 51st. Did you write him as early as the middle of September in relation to the supply of coal. "objected to"

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and compare them with the Bill of Lading and it generally came out within 2 or 3 and perhaps as high as 6 Dms of the Bill of Lading.

x Int 27th. How not the sales of coal you mentioned in your answer to the 3rd direct made on acc of the firm of Kelley & Co and for paid firm

Ans^r. I cant say as to that, but I can tell you how they were charged up. the Blip lung coal when it came in was charged to Blip lung coal acc and credited to Bull Sales of Blip lung coal out of the yard were charged to the parties buying and credited to Blip lung coal acc. and the same entries were made in regard to all the other different kinds of coal coming from Bull.

x Int 28th. How not the coal that was sold in the yard of Kelley & Co mentioned in your answer to the 5th direct sold by the firm of Kelley & Co.

"objected to, because it is seeking to vary the Articles of Partnership"

Ans.^r It was sold by the firm of Kelley & Co.

x Int 29th. When coal was sold out of the yard to different customers & paid for same not receipts given in the name of Kelley & Co. to parties paying for the coal.

Ans.^r Yes Sir,

x Int 30th. Was not all the business done in the name of Kelley & Co. in relation to coal received from Bull by said firm of Kelley & Co.?

Ans.^r I think it was, with the exception of the coal that was delivered to Boston

x Int 31st. Who made the sale to Boston

Ans.^r I think that was made by Mr Bull

x Int 32^d. Was that a separate & individual transaction, of said Bull, or was it a firm transaction.

Ans.^r I cannot say positively.

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+ Int 33^d Was not this transaction of Bull with Borton entered on the Ginn books.

Ans^r The delivery of the coal was, and the notes.

+ Int 34th How many notes were there taken from Borton.

Ans^r Two amounting to \$1,250.

+ Int 35th Bull received the notes and he was charged with the amount of the notes in the books, was he not.

Ans^r Yes Sir.

+ Int 36th Was not a credit entered on the books to Bull for the amount of coal that Kelley & Co. fell short of delivering in pursuance of the arrangement made by Bull with Borton, and if so when & to what amount.

Ans^r There was an amount of \$591 credited back to his a/c October 31st 1840 as it appears on the face of the Ledger.

X Int 37th By whom was the entry made on the Ledger

Ans: By me.

X Int 39th Did not Bull tell you to make the entry.

Ans: No Sir I was told by Mr Kelly to make it.

X Int 39th When sales of coal received from Bull were made, from the yard how were the sales entered upon the books of the firm

Ans: They were charged to the parties that purchased and credited to the different coal accounts.

X Int 40th Did you yourself keep an ac of the sales of coal from the yard,

Ans: Yes Sir, every days transactions were entered separately on the sales book and copied by me into the Day Book

X Int 41st Did you enter the sales in the sales Book yourself, all of them

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Ans: I cant recollect the date that I did
write him I think all my letters
date previous to October 11th

+ Int. 52^d. Are you acquainted with the
Custom of Coal dealers in the City of
Chicago and C^o. Is it not customary
among Coal dealers to take orders, and
make contracts for the delivery of Coal
at a time after the orders were taken or the
Contracts made, was not that the cus-
tom in the Summer and Fall of 1840.
"objected to"

Ans:

Yes Sir I believe it was customary
I never was in the Coal business before
but I knew it was customary to take
orders, and make contracts in that way

+ Int. 53^d. If said Kelly & C^o had had
a full supply of the different kinds of
Coal furnished by Bruce during all
the time that you were employed
by them would the taking of orders
and making of contracts, have inter-
fered with the quantity of Coal actually
sold and paid for in the yard at the
time of the purchase of the same.

"objected to"

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Ans:

If the supply had been full we could have sold more coal, and if it had been full it would not have interfered with the cash sales from the yard. At the time the troubles commenced we had contracts out and Mr Bull did not furnish the coal to Kelley & Co after October 11th or the time that the suit commenced.

X Qut 34th Do you mean to state that any coal was received by Kelley from Bull during the month of October 1860

Ans: I don't think there was the last credit that I have on my books is September 28/60 that is 121 Tons 1268 lbs of Lehigh & 98 Tons Lackawanna so I should judge from that there was no coal received after that date

X Qut. 35th Do you mean to state that they had a full supply to September 28th to fill their contracts and orders outstanding.

Ans^r I won't swear positively but I think to the best of my belief, I know ledge that they had.

X Int 56th Will you swear positively & that they did not have contracts made for the delivery of coal, and orders taken to be filled upon their order prior to the amount of 2,000 tons on the 28th September 'objected to'

Ans^r
No Sir

X Int. 57th Have you any recollection at the present time of the amount of coal of the 13mth furnished by Buel that the firm of Kellogg & Co. had contracted to deliver & for which they had taken orders on the 28th September 1860.

Ans^r No Sir.

X Int 58th When they do you state that you think they had a full supply of coal to fill all contracts made and orders taken on that date

Ans:

It might have been about that date or it might have been a month or 8 weeks before, I won't say positively that it was the 28th September but from Memo: taken from the books it shows there must have been the following quantity of coal on hand in the yard on the 28th September the sales of Lactawana as shown by the Ledger are \$5753⁰⁰ the total sales of this coal before September 29/10 are \$2067⁰⁰ that taken from \$5753⁰⁰ makes \$3686⁰⁰ the average price was about \$6.00 per ton and the amount on hand as I made it after serving papers less amount of coal received from Mucker about Day 81 Dms. left a balance in the yard of about 359 Dms of Lactawana The sales of Bloplung on the credit side of Bloplung was \$3984⁰⁰ the sales before Sept 29/10. were \$3,311⁰⁰ leaving \$673⁰⁰ the average price was \$6⁰⁰ leaving amount on hand about after serving papers less amount of coal received from Mucker. pay 18 Dms., 94 Dms. The sales of Schigh as taken from Kelly's Coal Books was \$2,388⁰⁰ the sales of this coal before Sept 29/10 about

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\$330, leaving a balance of \$2058, the average price of the Schigle was about \$8.00. the amount on hand after selling paper less amount of coal received from Meeker say 22 tons was 235 tons making a total of 699 tons

Mr. Nicholas objects to the last part of the answer as not responsive to the question,

+ Int 9th. You state that certain amounts of coal were in the yard received from Meeker & Co. was this coal bought by Kelley & Co. of Meeker and brought into the yard

Ans: Yes sir it was bought of Meeker

+ Int 10th. How what purpose was the coal bought by Kelley & Co. of Meeker & brought into the yard

Ans: To sell

+ Int 11th. Was it not brought into the yard by Kelley & Co. to fill orders when the supply of Kelley & Co. was short to fill orders a contract for that kind

of local

"objected to"

Ans.

Hellay & Co exchanged while I was there soft local with Meeker on account of Meekers not having soft local, and I can't say positively that these figures are right. I got them from the books at the time. I can't remember whether they purchased it because they were short, or in payment of soft local delivered to Meeker.

+ Int. 62? Was this local that you have been speaking of ever brought into the yard of Hellay & Co?

Ans. No Sir. Our carts went to Meekers yard & loaded and weighed there and the account was given to us by Meeker of the amount of local that they delivered for us.

+ Int 63? Why did you send into the yard of Meeker for local when you had a full supply in your own yard?

Ans. I haven't said positively that we

had a full supply in our own yard, the only reason why I answered in this way is that I took this statement from the books, apart from the books I have no recollection whether they had a supply or not.

* Int by the State Whether about that time you heard any conversation between Mahan and Meeker about the supply of said coal that Kelley & Co. had on hand and whether you heard Mr Mahan make any offer to Meeker to pay them for taking the orders off from their hands because their supply of said coal was insufficient to supply the orders
 "objected to as incompetent leading and irrelevant"

Ans: I think there was some conversation between Mr Mahan & Mr Meeker but what passed between them I do not know as they were talking privately about the matter, but have an impression from what I heard Mr Mahan say afterwards that he would give Mr Meeker a certain amount to take the contracts off from his hands, as to the amount talked of

I have heard. but I have forgotten.

By consent of Council the further taking of the testimony was adjourned till Saturday July 12th at 2 o'clock

Pursuant to adjournment this examination was resumed this 12th day of July at the office of L. Howard Jr

+ Sat 15th Now not all the sales of local from the yard of Kelley & Co referred to by you in answer to the direct Interrogatories (made by said firm of Kelley & Co) made by Kelley and agents of said firm.

Ans^r. I believe all with the exception of the sale to Bouton were. that sale was made by Bull.

+ Sat 16th Has Hugh Maher anything to do with the said sales above referred to,

Ans^r. No Sir:

+ Sat 17th Was all of the said local mentioned in said Exhibits A, B, & C, annexed to my direct Interrogatories delivered

& if so to whom & if to different parties state the amount to each

Ans: The coal was delivered to the parties named in said Exhibits A. B. & C. and the exhibits state the amounts & to whom delivered

+ Int 19th Were those Exhibits copied from the Register.

Ans: Yes Sir

+ Int 19th Did you deliver the coal yourself.

Ans: I did not deliver it myself but I saw the most of it weighed and delivered

+ Int 70th In whose handwriting was the Register.

Ans: Some in my handwriting some in Mr Kelley's and most of it in Mr Delmonico's.

+ Int 71st Was not Mr Fleming weigh man in the yard

Ans: Yes sir, but when he was ^{busy} ~~being~~ in the horse weighing local or away from the office collecting Bills I generally weighed the local

+ Sat 72^d. Did you make any entries in the Register except of the local you weighed yourself

Ans: Yes sir. Most all the Cargoes that were secured were entered by me in the back part of the Register Book.

+ Sat 73^d. How was it with the local that was delivered from the yard, or did you make any entries in the Register except of the local that you weighed yourself.

Ans: No entries were made by me, only those as I stated before I only entered on the Register Book such sales as I weighed myself I did sometimes enter upon the Register weights that were made by Billing from the previous days tickets.

+ Sat 74th. Have you any knowledge at the present time of the different items

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of sales mentioned in said Exhibits A, B, & C, except as you have copied them from the Register

Ans: I don't think I have.

+ Int 75th Was the whole amount of the sum of \$5097.³² spoken of by you in your answer to the 13th direct included in said account of sales mentioned in said Exhibits A, B, & C.

Ans: I think they were included.

+ Int 76th Are you certain that they were.

Ans: I am pretty certain from the fact that I see on the account of sales, the names of the parties and the amounts that I received cash,

+ Int 77th Is this your only reason for thinking that the whole amount of said sum of \$5097.³² spoken of in your answer to said 13th direct was included in said account sales mentioned in said Exhibits A, B, & C.

Ans: yes Sir.

+ Int 78th Do you know from your own personal knowledge that the sum of \$5,997³² was actually received in cash from the sales of coal furnished by said Bull to said firm of Kelley & Co.

Ans: I wont swear positively, but I think it was. I have every reason to think it was. I cant swear to it of my own personal knowledge any further than I have stated.

+ Int. 79th Can you swear from your own personal knowledge that the sum of \$5,997³² was actually received in cash from the sales of coal furnished by said Bull to said firm of Kelley & Co.
"objected to as a repetition of the former question"

Ans: I cant swear to it positively, I cant swear to my own knowledge I cant swear to my entries in the books and the Cash Book

+ Int 80th Will you swear that you made

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the original entries of sales of local furnished by Bull to the amount of \$5197³² on the books of the firm of Kelley & Co., or were not the sales entered by you copied from entries originally made by others in whole or in part

Ans: No others made entries on the Cash book but me I made some of the original entries on the sales book Mr Kelley made some, & Mr Fleming made some the original entries were entered on the sales book; whether for Cash or otherwise when there was a sale made it was entered on the ticket book, from the ticket book into the Register, from the Register into the Day Book, from the Day Book into the Journal, and then posted into the Ledger. If the amount of any sale was paid before I posted into the Journal it was entered on the Cash Book to the credit of the different local accounts, and then posted into the Ledger on the 13th & 30th of every month I posted.

"On reading over to the Mayor he wishes to say that he thinks he only posted once a month and that was on

the 30th of each month.

+ Int 81st. Do not all the sales that are made go into the Sales Book?

Ans: They do. All the cash sales are entered on the Cash Book, posted into the Journal, & then into the Ledger.

+ Int 82^d. Is not the Cash a/c in the Ledger made up of items taken to the Ledger from the Journal?

Ans: Yes Sir. But the original entries came from the Cash Book.

+ Int 83^d. Was there not a conspicuous notice posted in the office, that there were no sales made except for cash?

Ans: Yes Sir in Writing by me.

+ Int 84th. Were not nearly all the sales in number made for cash?

Ans: Mostly.

"By consent of Council

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"Pursuant to last agreement

+ Sat. 25th Does the account of Cash
sales mentioned by you in Exhibit D.
in your answer to the direct memo^{ties}
contain a full statement of all the Cash
received by said firm of Kelley & Co.
on sales of High Bluing, & Lac-
awana Coal from April 17th till
Oct 11th 1860.

Ans? Yes Sir

x Sub. 46.th Does the Register contain an ase of all the sales of local made by said firm from April 15th 1860 to the 11th October 1860, if so were not the first entries of all sales made by said firm made in the Register of said firm

Ans: It does contain an acc of all the sales with the exception of a cargo sold to the Illinois Cent. R. R. and a cargo sold to the Rock Island R. R. Co. and I think it contains three sales also. The first entries of sales were made in the Register.

+ Int: 87th Have you any other means of knowing what amount of the different kinds of coal were sold, except the entries made in the Register & entries made from the Register into the other Books of the firm.

Ans: Not unless we refer to the order Book. I don't know of any other means of determining the amount delivered except by the Register, and the cargoes sold to the Illinois Central & Rock Island, if they were not entered into the Register, they were copied at once into the Journal from actual Weights, if weighed, or from the Bill of Lading received from Bull.

The Register contains an actual acc of all the coal that was sold & delivered out of the yard.

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x Int 88. Can you state whether all the coal (Lackawanna, Schuylk & Blooming) mentioned in the answers to the direct interrogatories was delivered from the yard of said firm, if not what portion was delivered from the yard & what portion was delivered outside of the yard and where.

x Ans. By comparing the Exhibits with the Register I find all but the Rock Island & Cargo on the Register. Neither this Cargo nor the Illinois Central Cargo, were delivered from the yard. But it would appear by the Register that the Illinois Central Cargo was delivered from the yard. These two cargoes amounted to 298 tons & 1120 lbs they were delivered at the docks of the two Companies from the vessels.

x Int 89. State whether the old firm of Kelley & Co. had any Schuylk Blooming or Lackawanna coal or any other kinds of coal in their yard, at the time you commenced keeping books for the firm of Kelley & Co. if so. Whether you made an entry of the amount of each kind of coal then on hand by the old firm of

Kelley & Co. in the Register of the firm
of Kelley & Co. commencing April 15th 1840

Ans: They had, and it will appear so
by the books & by the Register of the firm
commencing April 15th 1840. I made
entries of each kind of coal then on hand
in the Register of the firm commencing
at that date

+ Ent go. State what amount of each kind
of coal was so entered by you in said
Register

Ans: Of Erie 2,522,320 pounds of Lack-
awanna 226,191 pounds of Schuylk 43,340
pounds of Blooming 331,143 pounds
objection by Mr. Heyen in regard
to Erie coal.

The Witness wishes to
make an explanation in regard to these
weights

most of the coal fell short of
these weights. for instance at the time that
I went with the firm of Kelley & Co. ac-
cording to the Register I would show
that they ought to have had on hand / 226,191

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pounds of Lacleawana when actually they did not have 50,000 pounds on hand and the Schigle and Blooming fell short but not in proportion to the Lacleawana and the Erie fell short more than any other local in the yard.

Mr. Nicholas objects to the explanation."

+ Q¹. State whether any hard coal was purchased of Reno & Little by the firm of Kelley & Co. to supply their customers from April 15th to October 11th 1860. if so how much.

Ans: There was coal purchased of them to supply customers in value about \$1700. Hard coal

+ Q². Was not the coal (hard & soft) that the old firm of Kelley & Co. had on hand on the 11th April 1860. sold & entered in the sales made in the firm books the same as sales of coal received from Bull subsequent to April 11th?

Ans: The entries were all made alike in the Register & carried through the

+ Int. 92 1/2 Have you any means of determining how much the coal had on hand Apr. 16 1860 full sheet.

"objected to by Mr. Henry as
"immaterial"

Ans. I don't know as there is any Book that will show it.

+ Int. 93? Was not the gross amount of the receipts of cash of said firm of Kelley & Co. increased as shown by the books of said firm to an amount equal to the amount of sales of said coal for cash had on hand Apr. 16th 1860

Ans. The cash receipts were increased by sales of the coal that was on hand.

+ Int. 94th Who received the money that was paid into the firm of Kelley & Co. and what was done with the same.

Ans. Most of it came into my hands from Mr. Kelley. Mr. Mahan had nothing whatever to do with receiving the money, most of

406 the money was deposited in the Bank.

* Q^{nt} 95. Who was authorized to draw, and who drew the checks out of the Bank where the money was deposited.

Ans: Mr Kelley and myself I was authorized by Mr Kelley draw in the name of Kelley & Co. Mr Mahan did not draw any, ~~things~~ most of them were drawn by me

* Q^{nt} 96. Look at the note now shown you bearing date April 19th 1860. pay able to the order of C. Bull for \$1539.⁵⁰ & state whether you have seen the same before when, & whether the same has been in possession of C Bull & whether the endorsement upon the same or the signature of Cadwallader Bull, & whether said note was paid & taken up by Mr Kelley & Co from Bull or his assignee.

Ans: I have seen it before I think along about the date of the note I think it has been in the possession of Bull. from his signature on the back of it. which I recognize as being his & signature I don't think the note was

I said. I think it came back protested
 I am not sure. at any rate I do not see
 the amount charged in his a/c. of 1860. if
 it was given for local of 1859 it would not
 appear in the a/c of 1860. I think the note
 was given for local of 1859. if so. I would
 have nothing to do with it other than ch-
 arging it to the a/c of Kelley & Co. instead
 of L. Bull a/c.

"attached to this deposition &
 "Marked Exhibit E"

"Upon reading over Witness makes to say
 that the signature on the back of the note
 he thinks is the hand writing of L. M. Bull.
 signed for Cadwallader Bull"

+ Int. 97. If that had been protested would
 there not have been a notice of protest &
 attached to it.

Ans. I think there would

+ Int. 98. If the note had not been taken
 up how could it have come into their
 possession

Ans. I think it was taken up. and a new

one given for it.

+ Int 99. Have you any recollection of a new note having been given for this.

Ans. I know that there were new notes given but I cannot say positively that a new one was given for this one

+ Int 100. Look at the seven drafts now handed you, all drawn by C. Bull. on the firm of Kelly & Co. the first one dated May 19th 1860 for \$400. 2^d May 23rd \$140.
3^d June 27th \$325. 4th July 9th \$450. 5th July 9th \$350. 6th July 20th \$175. 7th July 25th \$350.. and state if you know of Bull's signature on said drafts & whether each of said signatures to said drafts is the signature of C. Bull. & whether said drafts were paid by Kelly & Co. if so by whom of said firm.

Ans. All the signatures are on Bulls handwriting and they are his signatures, all of them were paid by me with the exception of two. I think, and I think those were paid by Kelly the checks were
Shew. "Paid seven drafts are attached

to this deposition & marked "Exhibit E"

+ Int. 111. How did the age of Edward Kelley stand with said firm of Kelley & Co. on Oct. 11th 1860. on the books of said firm
"objected to by Mr. Henry as immaterial"

Ans. On referred to the Ledger I find that on the 30th the Ledger was posted & I don't know as I can get at how the age stood on the 11th

+ Int 102. State whether Kelley collected money due said firm & handed the same to you with directions to give him credit for the same
"objected to by Mr. Henry as immaterial"

Ans. He did

+ Int 103. What amount, if you can state.

Ans. I could not state any particular amount positively. there were cases where parties were owing the firm & upon my asking them for the pay. they replied that they had paid Kelley. Kelley had made no

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report. of such collections to me & in that case I charged them to his (Kelley's) a/c crediting the different local a/c's.

x Int 104. Did not Kelley receive all the proceeds of the local. (or have the control of them) furnished by Bull.

Ans: Yes. Sir.

x Int 105. Does not the Book show that Kelley received all the money that was received from the sales of Bulls local & all other local sold in said yard of Kelley & Co.

"objected to by Mr Henry as immaterial"

Ans: I think he received all the money or I secured it for him with the exception of Brighton notes. & Illinois Central cargo. I think this was all that was charged directly to Bull.

x Int 106. How much cash was received from the sales of all kinds of local by Kelley & Co. while you were employed by the firm. & which member of the firm received the same. and what was done with the same.

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Ans: The Exhibit shows how much cash
was received on the sales of the local from
Bull of 1860. the remainder the cash book
ought to show

+ Int 107. Did Hugh Mahu receive any
of the proceeds of any of the local that
was sold during the time that you were
in the employ of said firm of Kelley & Co.

Ans: No Sir. if he did it was charged to his
acc just the same as to any private in-
dividual who ordered local for his own
use

+ Int. 108. How did the acc of Cadwallader Bull
stand on the 11th October 1860, on the
books of the firm of Kelley & Co.

Ans: I could not tell because the balance
was never brought down

+ Int 109, were the charges and credits to
said Bull. entered on the books of said
firm at the time the transactions occurred
out of which the charges and credits
arose.

Ans: Yes sir I think they were

"By Consent of counsel the further taking of the testimony of this witness is adjourned till August 5th at 9 o'clock

"Pursuant to adjournment the taking of the testimony of this witness was resumed this 5th day of August at 9 o'clock"

+ Int 110. are there not in the Ledger of Kelley & Co. two separate accounts with Paid Bull one of which is marked "void".

Ans: There are two separate a/c's one of which is marked void

+ Int 111 Who entered said accounts with paid Bull on said Books. & when were said accounts entered.

Ans: I entered them, all except the two last charges in the second a/c. the 2 accounts were entered by me between the 31st August 1840, and October 31st 1840. this is the last a/c as it appears on the Ledger. The first a/c was entered by me

between May 31st & August 31st 1840 as it appears on the Ledger.

X Int. 112. Show whom did you acquire the information which induced you to make the first a/c "void"

Ans. Show Mr Bull. I supposing that the \$3742⁵⁰ which appears to the debit of Leadwallader Bull being money paid to him, was on a/c of coal shipped by him in 1840, was my reason for debiting his first a/c or the a/c marked "void" I afterwards ascertained from Mr Bull that these amounts appearing to his debit & should have gone on a/c of coal shipped in 1839. Consequently I made a Adj entry crediting Mr Bull with the following amounts, \$540. \$300. & \$2902⁵⁰ amounting to \$3742⁵⁰, which appears to his credit & my reason for doing & this was by the order of Leadwallader Bull.

X Int. 113. Did you allow in said Bulls account said amounts of \$540. \$300. 1. \$2902⁵⁰ to stand to the debit of said Bull in the a/c as credited in the Ledger

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Ans: I did not in my hand writing, but it has been brought down by the man who connects the books as standing to the debt of Bulls as in figures

+ Int 114. Is there in the Ledger any reference opposite these figures to the Day Book or Journal showing for what the figures stand.

Ans: I don't think there is

+ Int 115 Do these figures properly belong in that a/c, or in other words should the amount expressed in those figures be properly charged to Bulls in your opinion

Ans: If it was on a/c of local shipping & Kelley & Co in 1859 it should not be their debt but if it is on a/c shipped Kelley & Co in 1860 in my judgment the entry is proper.

X Int 116. If Bulls statements to you in regard to the local mine connect did you properly connect the books on the a/c of Bulls in the books on the 2^d a/c

as entered by you

Ans: Yes Sir. I think so. for the very reason as I have stated before, if it was on a/c of Coal shipped in 1859 or of Kelly & Co. in their books of 1859 had an a/c with Bull it should have gone in his a/c of these Books of 1859 instead of Kelly & Co. Books of 1860.

X Int 17 If you had erroneously charged Bull in his a/c with different items to the amount of \$3742⁵⁰ the amount credited Bull in his 2^d a/c would you correct Bull's a/c by leaving said amount out of the charges against Bull and giving him credit for said amount as appears in said second account.

Ans: If I had known it belonged to the Coal a/c of 1859 I should have neither debited or credited Bull's a/c in these Books with the amount. but would have charged it in Kelly & Co. old Books on a/c of Coal of 1859

X Int 18. Now do you now say that said 2^d a/c as entered by you is correct.

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Ans. I think it is with the exception of the item of \$3742.50. on the credit side which should have been left out, that or if it is on acc of local shipp^g in 1859 & if it was on acc of 1860 I should have been placed to his debit, instead of his credit on the books

+ Int 119. Was not money paid to said Bull by said firm of Kelley & Co. which was not entered in the firm Books, and if so, how much, and when

Ans. Not to my knowledge

+ Int 120. Did you ever refuse to give Bull any information in relation to the books when requested by him

Ans. No Sir not during my time as Book Keeper with Kelley & Co.

+ Int 121. Did not Bull have free access to the Books of Kelley & Co when ever he desired to examine the same, up to Oct 11th 1860.

Ans. Yes Sir I think he did.

X Int 122 Did Kelley ever direct you not to make out Blance sheets from the books of said firm previous to Oct 11th 1860.

Ans: Not to my knowledge.

X Int 123? You have stated in answer to 59th Interp. Inty. that you think there was in the local yard of Kelley & Co. on the 29th Sept 1860. about 699 Tons of said local. do you mean to embrace in that amount the local sold to A. D. Ponton.

Ans: I mean to embrace a portion of the local sold to Ponton there was quite an amount that was not delivered to Ponton that should have been delivered to him I cannot state from memory how much the accounts will show as copied on the Bill Book the amounts that were delivered.

X Int 124, What portion was delivered to Ponton.

Ans: I think I have stated before I cannot now recollect the amount that was delivered.

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+ Int. 125. Can you now state that any portion of the coal sold to Benton was delivered to him previous to October 11th 1840.

Ans.^r Yes. there was quite an amount of it delivered to him in September.

+ Int. 126. In answer to the 58th Corp. do you mean to state the amount of said coal Kelley & Co. had on hand at the time this suit was commenced.

Ans.^r I think it was

+ Int. 127. Was the statement made by you in answer to the 58th Corp. as to the amount of said coal which Kelley & Co. had on hand, based upon the statement contained in the Exhibits annexed to this deposition in answer to the direct Interrogatories?

Ans.^r No Sir it was not.

+ Int. 128. In what way did you arrive at that result.

Ans.^r I made a calculation from a memo

which I took from the books.

+ Ques. 129. Did you arrive at the amount of Coal mentioned in your answer to the 20th direct Ques. from a calculation made from the same mems?

Ans. I must have made it from the same mems.

+ Ques. 130. In answer to the 13th Ques. you state that you think that the notes Benton gave to Bull were entered wrong. In what respect were they entered wrong? & why did you so enter them.

Ans. I think they were entered wrong. Mr. Driggs who connected the Books told me they were wrong. I am unable to tell in what respect they were wrong.

+ Ques. 131. Is not the charge made against Kelly & Co. in the Ledger of \$3742⁵⁰ paid on the 31st day of August. 1860. incorrect and should not the same be erased from that ac^t

Ans. Of the same amount which appears

to the credit of Bull is incorrect this entry is also incorrect If it was on a/c of local of 1859 it should be left out of these books, if it was on a/c of 1860 it should have been on the credit side of the a/c

+ Qnt 132. When did you last see the order Books of Kelly & Co. & do you now know where they are

Ans? I last saw them in the Circuit Court over a year ago I have not seen them since, and do not know where they now are.

+ Qnt 133? Was you at the time of keeping the books of Kelly & Co. a professional Book Keeper & how much experience had you at that time in keeping books & did you thoroughly understand the business of double entry Book Keeping & were the books of said firm kept by double entry

Ans? I never had had any experience in keeping books by double entry or in any other way before I commenced keeping the books of Kelly & Co. I don't think I thoroughly understood the business of

Keeping books, the Books were kept
by Double entry.

+ Int. 134. Did Mr Kelley understand double
entry book keeping

Ans: No Sir, he did not know as much about
it as I did. I don't think he was com-
petent to keep Books at all.

+ Int 135. Did the Defendant Maher ever
interfere in relation to the manner in
which you kept the books for Kelley & Co

Ans: No Sir.

+ Int 136. Did Complainant Bull ever give
you any directions as to what you should
do in your capacity of book keeper for
Kelley & Co & if so did you follow his di-
rections & if not why not.

Ans: He told me I was to keep the Books
and make an abstract monthly & report
to him the amount of goods delivered in
those monthly statements. I did not follow
his directions in regard to making the
monthly statements, because I did not

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I know how to make out an apc sales I.
don't recollect any other instances from
him except as before in this deposition &
stated.

+ Int 137. Did you not hear Kelley make
complaint previous to the time you
have stated that the difficulties com-
menced between the parties to this suit,
that Bull did not furnish a supply of
hard coal to said firm

"objected to by
Mr Henry as calling for the statements of
Kelley in the absence of the complainant."

Ans: I have read Mr Kelley's letter to Mr
Bull complaining to him, and by Mr
Kelley's orders, I have written to Mr Bull com-
plaining that Kelley & Co was not supplied with
hard coal. These letters were written previous to
the 11th of October commencing as the Letter
Book shows about August 20th

+ Int 138. Do you know of any difficulties between
the parties previous to the time that Kelley
commenced making complaint in relation
to the supply of coal

Ans: No Sir. I know of nothing up to the time of the commencement of the suit.

+ Int 139. Did you send any statements of any kind to Mr Bull taken from the books of Kelley & Co. if so when and to what did they refer.

Ans: I sent a true balance taken from the books on the 24th of July 1860 which showed a statement of the Books up to that time.

+ Int 139. State whether the signatures to the eight letters now presented you, are the signatures of Cadwallader Bull & whether said letters were received by said Kelley & Co from said Bull.

Ans: They are the signatures of Bull, and were received by Kelley & Co from him.
"Attached to this deposition marked
"Exhibit G"

+ Int 140. Look at the 3 letters now handed you, and state whose is the signature there to and if said letters were received by Kelley & Co.

Ans: The signatures are those of H L Bull
 Brother of Edward Bull they were
 received by Kelley & Co.

"Attached to this
 deposition & marked "Exhibit pt"

+ Int. 141 Did H. L. Bull act in capacity of
 agent for E Bull in relation to transactions
 with the firm of Kelley & Co

Ans: I think he did.

+ Int. 142 In whose employ was David Dindle
 in September & October 1860. & in what capacity
 & what amount was paid him for his services
 & at what times

Ans: Kelley & Co. as Paymaster By the Cash
 Book it seems he was paid \$25. ⁰⁰ from
 Sept 13th to Oct. 8th 1860 as from the Cash
 Book the Exhibit hereto attached marked
 "D" is correct.

+ Int. 143. In whose employ was James E. Eames
 & if of our state what he was in the employ of
 Kelley & Co. State in what capacity when he
 was so employed, and look at the paper here
 produced & and state if the afo therein set.

4.25 fact is correct.

Ans: I was in Kelley & Co's employ as solicitor for orders for coal. the a/c here produced & attached to this deposition marked "Exhibit N" I checked from the Cash Book of Kelley & Co.

+ Int 143. How much money was paid you during the time that you were in the employ of Bull as Book Keeper for Kelley & Co.

Ans: From Apr. 25th to October 8th I was paid \$247.⁰² as will appear by the statement hereto annexed marked "Exhibit L" which I checked from the Cash Book of Kelley & Co.

+ Int 144. In whose employ was James H. Fleming from the 17th April to the 11th Oct. 1860 & if the employ of Kelley & Co? Look at the statement. now handed you and state if the same is correct.

Ans: In Kelley & Co's employ the statement now handed me and attached hereto marked "Exhibit M" is correct & was checked by me from the Cash Book of Kelley & Co.

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+ Int 145. In whose employ was John McAuley and if in Kelley's Co. in what capacity and look at the statement now handed you and state if the same is correct.

Ans: In the employ of Kelley's Co. between June 1st and the 11th October as loose hoister from Vessel the statement hereto attached and marked "Exhibit N" was checked by me from the Cash Book of Kelley's Co. & is correct.

+ Int 146. In whose employ was Daniel Penney in what capacity, and look at the paper now handed you & state if the same is correct.

Ans: In Kelley's Co. employ as Storeman the a/c hereto attached marked "Exhibit O" was checked by me from the Cash Book of Kelley's Co. & is correct.

"By consent of Counsel the further taking of this testimony is adjourned to Wednesday August 6th at 9 o'clock A.M."

"Pursuant to adjournment the taking of this testimony

of this witness is resumed this 6th day of August at 9 o'clock.

+ Int 147. In whose employ was John O'Leary in what capacity, and look at the paper now handed you, and state if the a/c therein set forth is correct.

Ans: In Kelly & Co's employ as Drayman & Cartman from April 17th to Oct 11th the statement handed me which is attached to this deposition & marked "Exhibit B" was checked by me from the Cash Book of Kelly & Co. and is correct.

+ Int 148. Was any money paid by Kelly & Co. to lead wallader Bull as appears from the Cash Book from the 17th April to the 11th October 1880, & state if the paper now handed you contains a correct a/c of the cash paid Bull as appears from the Cash Book.

Ans: There was money paid him. The paper now handed me which I attach to this deposition and marked "Exhibit B" contains an a/c of the cash which

was paid to Bull by Drafts and checks
 It also contains an asc of the Exchange
 which I dont know whether it should
 be charged to his asc it does not appear
 to his asc as charged on the Cash Book
 but it appears in the Exchange asc. the
 items paid on drafts & checks were check-
 ed by me from the Cash Book of Kelley
 & Co., as well as other items mentioned in
 said Exhibit D.

+ Int 149. Was any money paid by Kelley & Co
 to other parties than said Bull, between
 April 17th & Oct 11th 1860 and look
 at the paper now handed you, and
 state if the same is correct.

Ans: There was money paid to A.B.
 Mucker Price & Monis & John Wilson
 the paper which I hereto annex and
 mark "Exhibit R" contains a correct
 asc of the same as checked me from the
 Cash Book of Kelley & Co.

+ Int. 150. Was any money paid by Kelley
 & Co for freight on Lehigh, Blooming and
 Lackawanna from April 17th to Oct 11th
 1860 and look at the paper now handed

you and state if the same is correct

Ans: There was money paid for freight on these different kinds of coal. The paper hereto attached and marked "Exhibit D" contains a correct acc of the same as checked by me from the Cash Books of Shelley & Co.

x Int 151. What amount of money does the Cash Book show was paid out by said firm on expense acc from April 17th to Oct. 11th and look at the paper now handed you, and state if it contains a correct statement of the items paid out as appears on the Cash Books of said firm.

Ans: The items contained in this paper which I have annexed and marked "Exhibit D" were checked by me from the Cash Books and I think they are correct, they came under the head of Expense acc.

x Int. 152. What amount does the Cash Book show was paid by said firm on acc of Profit & Loss from April 17th to Oct 11th 1860, and look at the paper now handed & state if the same contains a correct statement, as appears on the Cash Books

of said fund.

Ans: The items contained in this paper which I annex hereto, and marked "Exhibit U" I checked from the Cash books and I think they are correct they appear on the Cash Books under the head of profit and Loss acc. I would here say that in regard to all the Exhibits from D. to U hereto annexed are correct as they appear under the head of the different accounts in the Cash Books but I don't know as to what proportion of these accounts should be charged to to Bull all of these amounts were paid by me for Kelly's Co. out of monies that had been collected in from local sales and other sources, and to the best of my knowledge I think they are correct.

+ Int. 153. Lists at the right checkers now handed you and state by whom the same were drawn, and to whom the same were delivered.

Ans: Four of them were signed by me under a power of attorney for Kelly's Co the other was drawn by Edward Kelley and

the forms that were drawn by me were
 used to take up Drafts with the Exchange
 added drawn by Bull upon Kelley & Co.
 and the check for \$300. dated June 16/60
 drawn by Edward Kelley was handed to
 either Mr L Bull or to his Brother S.
 L. Bull. for lead avallance Bull. The
 said eight checks are hereto attached
 and marked "Exhibit V"

Witness upon
 reading over wishes to state, that Mr
 Kelley went to the Bank, and notified
 them that he would authorize me to
 draw checks in the name of Kelley & Co.
 and he thinks he wrote "Kelley & Co."
 by him on the signature Book at the
 Bank

"By consent of Council the
 further examination of this Witness is
 adjourned to Tuesday August 12th 1862
 at 10 o'clock A M."

"Pursuant to adjourn-
 ment the taking of the testimony of this
 Witness is resumed this 12th day of Au-
 gust at 10 o'clock A M."

"Direct examination resumed by Mr. Henry"

Q¹ 31st. In what Book are the original entries of the cash received for local sales made, and by whom.

A¹: In the cash Book by me from Apr. 11th to the 15th December 1840

Q¹ 32nd. When you made an entry in the cash Book of monies received did you know of your own personal knowledge that such sums had been received

A¹: I knew of all such sums as were entered in my handwriting were received

Q¹ 33rd. Are there any entries in the cash Book of monies received from the sales of goods in the handwriting of Edward Kelley the defendant during the period to which you have referred state your best recollection

A¹: I don't think there was during the time I was there they were all made by me. I was made responsible for

the cash & no one made any entries on the Cash Book but me I don't think Mr Kelley made any entries while I was there There were instances in which I charged myself small amounts when the cash was short.

Int 34th What was the capacity in which John McAuley was employed by Kellogg and do you know how he was to be paid for his services.

Ans: He was employed as Coal Hoister I won't be positive but I think he was to be paid by the Ton Ten cents per Ton perhaps Twenty cents per Ton his age on the Copy Book would show the exact amount that he was to get per Ton.

Int 35th I observe in his age as furnished by you four charges of \$50.00 each and one charge of \$100.00 State if you know what these payments were made for State fully

Ans: I'm sure on age of starting Coal I cannot say positively as to the \$100-

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charges I think it was on a/c of hoisting local flour in the Books ought to show.

Int. 31st At the time that these several payments were made to McLeanley was the quantity of local which he had hoisted from time to time figured up, or was he paid money on a/c as he requested it.

Ans: I think that it was not figured up by me and copied into the copy book but once, and those several payments were on a/c.

Intⁿ 37th How was John Leary to be paid for his services was it by the month or by the quantity of local that he hoisted or by the month, how much per month or by quantity how much per load or per ton, and did he in hauling local use his own horse and cart or the horse & carts of Kelley & Co.

Ans: He was to be paid by the quantity of local that he hoisted, I think twenty five cents per ton. The copy Book ought to show his account. he used

his own horse & cart as far as I know
 he owned his cart & horse, I am not positive
 I do not know exactly, I think however
 upon reflection the carts did belong to
 Kelley & Co. I have understood from Mr
 Maher that the carts and wagons used
 by O'Leary were the property of Mr Maher
 The horse was the property of O'Leary

Int 38th Can you state what quantity of
 coal was hauled by O'Leary for Kelley & Co
 between the 16th Apr^l & the 11th Oct^r

Ans: No Sir I cannot from memory, but
 the copy books ought to show. I at the
 end of each month made up a state-
 ment of the amount of coal hauled
 by him, all of which I think appears
 in the copy Books.

Int 39th Look at the statement marked
 'Exhibit 2' containing the payments
 made to the complainant, and state
 if you can what portion of such pay-
 ments are properly chargeable to the
 act of the town actions of 1860 and what
 portion if any to the previous town action
 between Kelley & Co and the complainant.

not before they went into copartnership
 "objected to by Mr Nicholls
 on the ground that the entries themselves show
 to whom they should be charged"

Ans: I don't know that any of them are pro-
 perly chargeable to the acct of 1860 but they are
 so charged as being monies paid upon
 coal purchased of Bull, ac of coal of
 1859. Shew as May 21st \$400. May 30th
 \$140 June 16th 300 July 5th \$325 July 7th
 \$1100. July 16th \$450. July 17th \$350. July 27th
 \$175. July 18th \$250 making a total of
 \$3,742⁵⁰ upon the transactions of 1859
 These items I supposed went on
 ac of coal shipped Kelley & Co. by Bull
 in 1860. and I had orders from Mr
 Bull to charge paid \$3,742⁵⁰ back as
 being coal shipped in 1859. I did so.
 The remaining portion of Exhibit D.
 is on ac of coal furnished in 1860.

Int 40th at what time and where were
 you directed by the complainant to make
 the changes in the entries referred to in
 your answer to the preceding interroga-
 tory.

Ans^r. It must have been along about the latter part of August as appears by the age at the office of Kelly & Co. Mr Bull was here at the time

Int 41st. Have you made a statement from the books of the debts & credits relating to the transactions of the year 1860 under the said partnership an agreement between the Complainant & the Defendants If so produce it. and attach it to your deposition & in the same connect to the best of your knowledge.

"Objected to by Mr Nicholas"

Ans^r. I have made such a statement & herewith produce it. and attach it to this deposition and mark it "Exhibit D"
I think the cash and coal entries on said statement are correct to the best of my knowledge. The items that were counter charged by Bulls. directions are not included in this statement.

Int 42^d. Can you state by whose direction you made the credit to the Complainant of the amount of coal \$591²²/₁₀₀ short delivered to Benton

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Ans: By order of Mr Shelley the amount
was \$591 $\frac{22}{100}$.

Qst 43: are the drafts and checks notes
which have been produced specified in the
account of payments made to Bull -
which appear in "Exhibit D" and do
they form the payments made with on acc
of the transactions of 1859 & 1860. or a part
of each, or both years.

Ans: I think they are. the checks were
given in payment of the drafts with the
exchange. they form a part of the amounts
that are said to go on acc of 1859, & 1860.
Some of these drafts were on acc of the
\$3742 $\frac{50}{100}$ which was counter charged.

Robert J. Grant.

The testimony of this witness was here
closed. signed, and sworn to, but with
an agreement, between the counsel
for the respective parties hereto, that
if before the second day of September
1862 either party should wish further
to interrogate the said witness, he should

be produced, and his examination be resumed.

Pursuant to agreement last mentioned the said witness was further interrogated in relation to the matters in controversy, between Leander Bull Complainant, and Edward Kelly et al. Defendants.

Robert Henry appearing for Complainant & Nicholas Bro. for Defendants this first day of September 1862. at 12 o'clock M.

"Examination resumed by Mr. Nicholas"

+ Int 154. Now what source did you derive your information contained in "Exhibit A" annexed to your answers in your deposition?

Ans.^r From the Books of Kelley & Co.

+ Int 155. Is the Exhibit A correctly copied from the books of Kelley & Co. as kept by you?

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Ans: I think there are several entries left out, one of the entries is balance brought down from the first a/c marked "Void" on the books which stands to the debt of Bulls a/c, and no explanation made of it other than "balance brought down from first a/c" the other I think is an amount that is copied twice to the debt of the a/c of the Union Central Note of \$130.³⁹/₁₀₀ I think it is included in the amount brought down from the first a/c marked "void" There were several debits & credits left out which makes the balance of the a/c the same as though these debits and credits had been included, the reason why they were left out was because Mr Bull said they were on a/c of Coal Shipp? in 1859.

+ Int. 156. This made the counter charges on the Books & by whose orders were they made.

Ans: They were made by me by the orders of Mr Bull along at different dates between August 31st and October 31st \$3742.⁵⁰/₁₀₀ was made Aug 31st

and \$350. October 31st these are the dates on which they appear in the footing. The Journal will give the exact dates.

+ Int. 157. Was Edward Kelley a Hugh Mahan present at the time Bull gave you directions to make the alteration or did they to your knowledge know any thing about the directions given in regard to these alterations

Ans: Neither of them were present at the time, and I don't think that Mr. Mahan ever knew anything about it. I don't know some time after that, I showed the entries to Mr. Kelley

+ Int 158. When did you make the Credit to Bull. of the short delivery to Benton of \$591 $\frac{22}{100}$

Ans: as it appears in the accounts on October 31st.

+ Int. Have you any personal knowledge whether the loan was all delivered to Benton or not except

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what you learned from Kelley
"objected to by Mr. Henry"

Ans: All the knowledge that I have is
as to what passed through my hands
as Book Keeper. I did not learn it
from Kelley up to the time ^{I left place} the coal
was not all delivered to Bouton.

* Oct 14. Was not more or less money received
on sale of coal sold by the old firm
of Kelley & Co. before you were employed
by said firm

Ans: Yes Sir, and the Books show it.

* Oct. 16. Do there any mark or sign in
the Cash Book? or have you any
means by which you can distinguish
the receipts for coal which was in the
yard, from the receipts for coal which
was furnished by said Bull.
"objected to by Mr. Henry"

Ans: I don't think there is any mark
in the Cash Book, the only way that
a person can tell ^{the} amount of coal that
Kelley had on hand, previous to the

time that I went with them; or up to the day that I took charge of the books, would be from the back part of the Register Book made "amount of coal on hand April 17th 1860"

+ Int. 142. What means have you from the books of showing when the first sales of coal received from Bull were made and how do you know whether first amounts of coal sold stated in your exhibits were received of Bull, and might not those amounts or some of them have been a portion of the coal in the yard before any coal was received from Bull

"objected to by Mr Henry as 'new matter' not arising out of the examination"

Ans: The first sales of coal were made from coal that was received from Bull and thrown on top of the coal that was in the yard at the time a portion of the sales might have been from the coal that was in the yard. There was no coal in the yard, but Blodgett & Lehigh that Bull would have any

thing to do with Kelley & Co in regard to mixing up the coal of 1859 & 1860.

+ Int. 163. Was all the Lackawanna coal sold and delivered from the yard, which was in the yard on the 11th April 1860 before Bull furnished any Lackawanna coal to said firm.

Ans? It was all sold out, there was none on hand at all.

+ Int. 164 How long was said firm at that time without Lackawanna coal

Ans? I believe until August 13th from April 17th the Register will show

+ Int 165. Have you a set of the Schieff Lackawanna & Blooming coal taken from the Ledger down to October 11th 1860 & if so produce them, & annex them to this deposition

Ans. I have such accounts & herewith produce, and attach them to this deposition and mark them "Exhibit E" I think they are correct copies from the Ledger

down to that date, but there was an item of \$169.⁹⁶ which should have been entered in the Journal on the 24th September to the debit of Lehigh ac. which was entered on the 31st October.

+ Int 166. Did Bull. furnish all the coal that was required by the business of said firm
"objected to by Mr Harvey"

Ans: I don't know.

+ Int 167. Was any notice given to Buel & Co. that the quantity of coal required for the business was not furnished

Ans: There was notice given by letters.

+ Int. 168. Have you copies of the letters written to Bull. by said Kelley and yourself, if so produce them & attach to this deposition

Ans: There I now produce are copies from the Letter Book of Kelley & Co. Some of them were written by me. and some by Kelley these have been attached &

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marked "Exhibit Y" were written by Kelley & those marked "Exhibit Z" were written by me,

+ Int 169. Have you the age of Cadwallader Bull as shown by the books of said firm copied from the Ledger of said firm. I so produce the same and attach it hereto,

Ans: I have said age & attach it hereto and marked it "Exhibit A. A" it is correct.

+ Int. 170. Did you of your own personal knowledge know from what sources all the money received by the firm of Kelley & Co. during the time that you acted as Bookkeeper of said firm, was received at the time the same was received

Ans: I was generally told by Mr Kelley whether it was coal sold in 1859. or 1860. if it was on age of old Bills collected and handed in to me. and for coal of 1859. I credited it to Kelley & Co., and it so appears in the book

Book If it was on a/c of 1860. I credited it to the different local a/c's.

x Int. 171. How would you know in case of a sale of local for what kind of local the money was received

Ans. I would refer to my Day Book the entries in which were copied from the Register.

x Int 172. Does not the extent of your knowledge relate more particularly to the amount of Cash, than to the sources from whence it was received

Ans. I do not know as it does. most of the sales were made when I was in the office & if I did not weigh it myself I saw it weighed.

x Int. 173. Did you not state in the office of P. and J. Nichols on the 29th day of August 1862 that you did not know whether Kelley knew that the Counter Charges made in the books of the firm of Kelley & Co. by the direction of Bull, were made or not

Ans: I dont recollect of any question of that sort being put to me, I dont think I made such a statement, If I did state anything, it was that the Counter Charges were made by me through Mr Bulls directions, and that neither Mahan nor Kelley were present, at the time.

x Int 174. Can you state positively that Kelly knew that said Counter Charges were made previous to October 11th 1840.

Ans: No Sir, I cant. I showed them to him about two or three months ago, when I drew off the a/c.

Re Direct by Mr. Perry

Int 44. Before you made the Counter Charge of the Coal that delivered to to Boston, which you say by the direction of Kelley, had you made the other Counter Charges on the Books which you say you made by the direction of the complainant, and had Kelley and Mahan at all times free access to said Books, and an opportunity to see that such counter charges last mentioned were

Ans: I had made the counter charges by the direction of the complainant before I made the counter charge by the direction of Kelley. Maher and Kelley always had free access to the Books.

Int 45. Do you know whether the letters which you have produced written by yourself and Kelley were transmitted to the complainant.

Ans: Some of them were taken to the Post office by me & mailed by me, and some by Mr Kelley. I don't know whether he mailed them, but he took them from the office for that purpose.

Robert J. Hunt

450

State of Illinois }
Cook County } ss.

I L. Fournfoot
jr. a Notary Public for the City of th
Chicago in said County and State
do hereby certify that previous to
the Commencement of the examination
of the said Nathaniel P. Burton, and
Robert J. Hunt, as witnesses in the
suit between the said Leazer and
Buell Complainant and the said Edward
Kelley et al Defendants, they were
duly sworn by me to testify the truth in
relation to the Matter in Controversy
between the said Buell Complainant
and the said Kelley et al Defendants
so far as they should be interrogated con-
cerning the same, that the said depo-
sition of said Nathaniel P. Burton was
taken at my office in said City of Chicago
on the 9th day of June A.D. 1862
at 10 o'clock A.M. and the deposition
of the said Robert J. Hunt was taken
at the same place commencing on
the 4th day of April A.D. 1862 and
concluding on this 1st day of September
A.D. 1862. the same having been

continued from day to day by the
Consent of the Solicitors of the several
parties hereto, and that after the said
depositions were taken by me as aforesaid
the interrogatories, and answers thereto
as written down were read over to
the said Witnesses respectively, and that
thereupon the same were signed and
sworn to by the said deponents res-
pectively at said times and place.

and I further Certify that the several
adjournments and continuations as
set forth by me, in the taking of said
testimony are correct and the same
are mutually agreed upon by the
respective Solicitors for the parties
hereto.

And I further Certify that Mr Rob-
ert Henry and Mr Elliot Anthony
appeared as Solicitors for the complain-
ant, and examined said Witnesses, and
that Messrs W W Drummond Henry E.
Smith and L. C. and J. J. Nicholas appear-
ed as Solicitors for the Defendants and
also examined the said Witnesses, and
waived all notice of time and place
of taking said depositions

Do Witness Whereof I have

herunto my hand, and Notarial seal
this First day of September A.D. 1862

E. L. B.

L. Howard Jr.
Notary Public

Notary Swearing testimony	\$47. ⁰⁰
7 ad periments.	7. ⁰⁰
Making up Exhibits.	1. ⁰⁰
Witness fees 10 days,	

Rec^d. Notary fee \$55. of the compl.
this 1st September 1862.
L. Howard Jr.
Notary.

454

Exhibit A.

Acct Sales of Blowing Rock from
Kelley & Co. For the Month
May 1860.

1860					
May	10.	do	Grant DenBrock.	4000.	6.00. 12. "
"	14		W. H. & Douayle	2000.	7.00. 7 "
"	16		W. Kuhnman	4185.	12. 85.
"	17		St Brant.	820	2 46
"	"		Murphy & Boyd	1000.	3. 50.
"	"		Kuhnman Co	1815.	5. 44.
"	"		to Mason	2080	6. 24.
"	18		" "	1920.	5. 76.
"	"		St Lurtip	20,000.	55.00
"	19		R. Punderville	1316.	3. 12.
"	"		Clarae. Brancroft	1000.	3. 00.
"	21		Ortwin & Co	1000.	3. 00.
"	22		John Raef	2000	6. 00.
"	"		Opm Eaton	1000.	3. 00.
"	23		J. O. Williams	24,000.	66. 00.
"	"		John Leary	2,000.	6. 00
"	24		Bohemmen Co	2,000.	6. 00.
"	25		Leary & DenBrock	1595.	4. 79.
"	26		Jas Campbell.	2,000.	6. 00
"	"		Thos Hale	16,000.	40. 00

(over)

435
1860.

May	28	Cash	305	.90
"	29	M & Boyl.	1000.	3.00.
"	"	Geo Haskin.	1000.	3 "
"	"	Wells & Maher. (P & L)	2000.	6 "
"	30	D Demichy	2000	6.00.
"	31	L. Greaper.	1245.	4.35.
"	"	R. Farnville	4000.	12.00.
			<u>113.271.</u>	<u>293.21</u>
			51. $\frac{1371}{2000}$ tons.	

Cash Received for sales of Blasting Coals for month of May.
1860.

May	16.	H. Bancroft Received of him	3.00.
"	17	H. Bennett " " "	2.46
"	"	C. Mason " " "	12 "
"	21.	O'Brien & Broock " " "	3 "
"	22	Wm Eaton " " "	3 "
"	24	Bohannon & Co. " " "	6 "
"	26	James Campbell & Co " " "	6 "
"	29	Murphy & Boyl. " " "	7 "
"	"	D McLaughlin " " "	.90
"	29	M & Hald " " "	40. "
"	"	Geo Haskin. " " "	3 "
"	30	Greaper & Co. " " "	4.35
			<u>32.370 lbs recd for.</u>
			90.71

456

Exhibit A.

Acct Sales of Blowing Rock Iron
 Kelly & Co. For the Month of June up to Bull

1860.				
June.	1 st	J. J. Reed.	1097.	3.56.
"	4	M. N. Leutter	2299. ^{oth. 250.}	7.39.
"	6	Evans & Adams.	22,000.	66. "
"	"	Capt Robbins	3341	10.12.
"	8.	J. O. Williams	24,000.	72. "
"	"	Conrigan & D.	2,000.	6.00
"	"	Exelcior. J. W.	2,000.	6. "
"	"	H. V. Ditmars	1,000.	3. "
"	9	Exelcior Iron Works	2,000.	6. "
"	11	Eaton & Erbe	2,000.	6. "
"	"	J. O. Williams	12,000.	36.00.
"	"	Kelly & Mahan P & L.	2000	6. "
"	13	Murphy & Boyd	2,000.	6. "
"	14	Kelly & Mahan P & L.	1745	5.23.
"	15	H. Leutter	22,000.	66.50
"	"	Edthoff & Co	4000	12. "
"	16	C. & Son Brock	4000	12. "
"	"	Mony & Leutter	2,000.	6.00
"	"	J. & R. R. Co. ^{2726. R.R. Co.}	303.900.	630.39
"	"	M. J. Downs	1,000.	3. "
"	20	Robt Drongby	1,000.	3. "

457
1860

June	22	Jerry Lomer	4,000.	12 "
"	23	Coan & T. B.	2000	6 "
"	"	R Brundinville	1167	3.50.
"	26	Cash	750	2.25
"	25.	M H & D.	2000	6 "
"	"	H. Bowler & Co.	1085.	3.80
"	29	J Lomer	1160	3.45.
"	30 th	G & C. N R R Co.	19570	47.97
"	"	Gro Flasher	1000	3. "
"	"	C & Son Brock	2000	6 "
"	"	C. & R S R R Co.	273,320.	581.89
			<u>725. 334. 00</u>	<u>1140.95</u>
			362 <u>1334</u>	

Cash Recd. for Blowing Rock for month of June. 1860.

1860. June	4 th	M N Luster Recd. of him	6.89
"	"	J. D Williams " " "	70.4.
"	6 th	Exeter Snow Works " " "	12. "
"	"	M H & D. " " "	8 26
"	11	Eaton & Eide " " "	6 "
"	12	H. V Ditzman " " "	3 "
"	14	Capt Robbins " " "	10. 02
"	15 th	St. Lewis " " "	55 "
"	18.	J. D Reed " " "	3.30.
"	29	J Lomer " " "	3.45
"	26	James Fleming " " "	2.25
			<u>180. 61.</u>
			37647 As paid. for
			<u>240 00</u>
			61647 " " "

458

Exhibit A.

Acct Sales. Blooming Grove Iron Works & Co.
For Month July of Co. Bull.

1860				
July	1 st	Morgan Shoeing Shop	1000.	3 "
"	"	R. Drauzburg	2000.	6 "
"	"	Bohannan & Co.	1000.	3 "
"	9	N. Duncanson	2227	6 1/2.
"	11	Geo E. Sharp	4000.	12 "
"	12	Daniel Drimble	2000	6 "
"	"	Coan & Den Bennett.	2000.	6 "
"	17	Allen & Roach	1000	3 "
"	18	Corigan & Dramer	2000	6 "
"	19	Thos. Hale	18000	45 "
"	20	A. Rindville	1415	4.25
"	"	H. Delmit	1950.	5.85.
"	24	J. A. Parker	2000.	6 "
"	"	J. A. Deloit	1000.	3 "
"	"	R. Prunierille	2000.	6 "
"	25	Bohannan & Co.	2000	6 "
"	26	John O'Leary	2000.	6 "
"	"	Murphy & Boyd.	1000	3 "
"	"	Thos. Hale.	3935.	9.89.
"	"	J. D. Williams	24000	66 "
"	27	Geo. Foster.	<u>2000</u>	<u>6 "</u>

459
1860

July	28	Leam & Im Brock	2115.	11,35.
"	"	R Primaville	1321.	3.96.
"	31	John Raef	<u>2,000.</u>	<u>6 "</u>
			83.983.	284.90.
			<u>41</u> 1983	

Acct. Dates Lehigh Coal. Iron Pelley & Co. For the
Month of July a/c. Co. Bull.

July	17	Wm Peters.	20,000.	68.00
"	26	Russell & Angel.	<u>14,000.</u>	<u>49.00</u>
			34,000.	\$117 00

460 Cash Receipts for Bloplung Coal for the month
of July 1860. by Kelly & Co.

1860	July	2	Henry Warrington Recd of him	39.75
		6	Behanmen & Co. "	3.00
		5	P. Morgan "	3.00
		7	R. I. R. R. Co. "	300.00
	"	"	M. Duncanson "	6.68
		11	G. E. Throop "	12.00
		12	Evans & Co. "	66.00
	"	"	O & R. "	3.00
		20	H. Hunt "	5.85
		21	Espering & Co. "	13.21
		23	J. Block "	3.00
		24	J. A. Parker "	6.00
	"	"	Thos. Hale "	45.00
	"	"	Behanmen & Co. "	6.00
		29	H. Christie "	60.50
		30	G. & C. W. R. R. Co. "	47.97
		21	Thomas Hale "	9.89
		13	R. I. R. R. Co. "	280.89

379422. lbs. sold for. 871.99.

Cash Receipts for L'high Coal for the month of July

1860.	July	24	William Peters Recd? of him	68.00
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Exhibit A.

Acct. Palen Blipping local Snow Kelly & Co.
 For the Month August of C. Bull.

1860.

Aug 3 ^d	pt Courtis	22000.	60.30.
" 7	pt Wamington	2000.	5.50.
" 8	Excursion D.W.	4000.	12 "
" "	Emerson & Co.	20,000.	50 "
" 9	J D Williams	24,000.	66 "
" 10	Janice Penney	1000	3 "
" 11	Shoop & Seville	3025.	6.35.
" 13	pt Brant.	1000.	3 "
" 14	R. Pannerville	1350.	4.05.
" "	Shoop & Seville	2845.	5.97.
" 15	" " "	26935.	57.62
" "	Geo Williams	20000.	60 "
" 16	Shoop & Seville	3275.	6.87.
" "	M. K. & Doyle	2000.	6 "
" "	H. Buren	715.	2.05.
" "	James Campbell	2,000.	6 "
" "	Murphy & Bird.	1000.	3 "
" 17	Shoop & Seville	8470.	17.79.
" 18	" " "	16055.	33.72.
" "	Capt Robbins	1062.	3.18.
" 20	Shoop & Seville	11070.	23.04
" 21	" " "	17040.	35.78.
" 22	" " "	108.55.	22.78

(over)

463 1860

Aug	23.	A. Huntermont.	435.	1.41.
"	"	D. Dumble.	2000.	6 "
"	24.	St. Snow & Co.	1392	4.57.
"	27	Eaton & Erbe.	2000.	6.00
"	"	Cash	257	.75.
"	"	Bennag worth.	2000	6 "
"	28	Cash	1633	4.94.
"	"	Exceller S.W.	1950.	5.85.
"	29	" "	2050.	6.15.
"	"	Johns Reef.	1000.	3.00
"	"	J. D. Williams	24000	66 "
"	30.	" "	5170.	14.21.
"	"	Capt Robbins	1170.	3.57.
			<u>246.734</u>	<u>622.20.</u>
			<u>123.754</u>	

464

Cash Receipts for Blowing Coal for Month
of August 1860. by Kelly & Co.

1860.

August	4	J. & former acct? of him	12.00
"	8	Excelsior S. Inter " " "	12.00
"	13	El Brant.	3.00
"	16	James Campbell	1.00
"	"	M & Boyd	3.00
"	"	J Williams	14.40
"	"	In yard	2.05
"	20	George Williams	11.00
"	23	St. Placidian	71
"	27	E & Erbe	1.00
"	"	P. O. Gato & Co.	210.45
"	28	P. E. Lofin & Co.	2.45
"	"	Cash m yd.	2.49
"	"	Excelsior Snow Water	12.00
"	"	Cash m yd.	75

164 840 lbs sold for

396.85

Exhibit A.

Acct Sales Blipburg Local Snow Kelly & Co.
 Do do Monte Sept. 1860 C. Bull

1860.

September 1 st	Murphy & Boyt	1000.	3 "
" 3	Hollister & Co	8000.	24 00
" "	John P Williams	23230.	63.88.
" 4	R Bishop	20.000.	60. "
" "	Leah Rottins	2.630.	7.89.
" 7	J. P. Williams	12245.	38.67
" "	" "	1367	4.10
" 12	Roach & Bruin	1000.	3 "
" "	pt R Donaldson	2.000.	6.00
" 13	C. Thies	24.000.	72 "
" "	John Raef	2000.	6 "
" "	J. P. Williams	13.660.	40.98.
" 14	" "	6116	18.34.
" "	Frank Maher.	1000.	3.25.
" "	Geo Schober. (stock of)	2.000.	6 "
" "	J. P. Williams	2345.	7.43.
" "	" "	1160.	3.48.
" "	" "	1495	4.48.
" 15	" "	5955	17.8
" "	Leah & Ben Bruck	1780	5.34.
" 17	J. P. Williams	13690	41.04.

1860

September	17	Cash,	1150.	3. 45.
"	18	M. K. & Duayle.	2000.	6 "
"	"	J. Campbell & Co.	2000	6 "
"	"	Excelsior & Water	4000.	12 "
"	19	A. P. Bouton	8715.	20. 78.
"	20	J. Henry	2840	8. 58.
"	"	J. P. Williams	13835	44. 51.
"	"	Luke Rully	795.	2. 58.
"	"	Capt Robbins	1000.	3. 25.
"	21	A. P. Bouton	10,965.	26. 04.
"	24	W. Hanington	10,000.	32. 50.
"	25	J. P. Williams	2740	8. 22.
"	"	" "	1340	4 12
"	"	" "	24,000.	72 "
"	"	" "	1345.	4 04.
"	"	" "	2120.	9. 36.
"	"	Jacob Elmer	2000	6. 50.
"	27	St. Louis	24,000.	78. 00.
"	29	St. R. Donaldson	2000.	6 "
"	"	Coan & Den Brock.	2000	6 "
"	"	J. P. Reid.	3170.	11. 09.
"	27	W. Rogers	5862.	20 52
"	29	R. Pindville	1200.	3. 90.
			275,640.	828. 68.
			(137) 1640	

Total Sales 1434982 lbs

\$3,620. 02

Cash Receipts for Bloomsburgh Coal for Month September by Kelley & Co.

1860

Septm	1	Capt Robbins Recd of him	3. 68.
"	3	Emerson & Co. " "	50. 00
"	"	St Curtis	40. 50.
"	4	R. Bishop	60. 00
"	7	M & Boyd	3. 00.
"	12	R & A B.	3. 00.
"	15	J D Williams	66. 00.
"	17	St Warrington	5. 50.
"	"	Cash in yd.	3. 75.
"	18	J Campbell	6. 00
"	"	E. D Norton	12. 00
"	"	J D Williams	12. 65.
"	20	A. P. Henry	8. 58.
"	"	Riley L.	2. 58.
"	25	J Block	6. 50.
"	27	J. O. Williams.	75. 00.
"	28	Alex. Rogers	20. 52

470

"Exhibit B"

Acct Sales of Lock awana Coal. Kelley & Co.
 In ac^t to Bull. Buff.

Aug	17	J E Parmelee	2000 lbs	6 "
"	18	P. Parmelee	25000 "	84 "
"	"	R Pruddenville	2000 "	6 "
"	20	C L Mether	10270 "	27.48.
"	"	Powrie Bemis & Co.	2000 "	6 "
"	"	C L Mether	2305 "	6.28.
"	"	Dumont Exchange	2000 "	6 "
"	21	C L Mether	22940 "	62.57.
"	"	" "	11010 "	30. "
"	22	" "	3475 "	9.47
"	"	August Schwartz	1000 "	3.12
"	"	Thompson & N	2000 "	5.75
"	"	H. R. Lyon den	10,000. "	30.00
"	23	O Kendall & P.	10410 "	30.24.
"	"	" "	9900 "	29.22.
"	"	B D Hadock	2000 "	5.50.
"	"	Thompson & N	14000 "	40.25
"	24	Thos Haynes	4000 "	12 "
"	"	Sturmon A & L.	24000 "	72 "
"	"	A P Milburn	4000 "	12 "
"	26	Co L Harmon & Co.	8000 "	22 "
"	27	Peter Gleason	10575 "	31.72.

471

September 27	Marine Hospital	2080 lbs.	5. 73.
"	J. O. Daverton	2000 "	6 "
"	J. Downer.	1000 "	3 "
" 28	Marine Hospital	4430 "	47. 18.
"	Thyker & Co.	16625 "	49. 88.
"	Marine Hospital	8365. "	23 "
"	Thyker & Co.	3375 "	10. 12.
"	Stock Sect. (fastenings)	2000 "	6 "
" 29	Marine Hospital	21005 "	57. 76.
"	John Panders	12,000. "	36 "
"	Marine Hospital	9815 "	24, 24,
" 30	" "	15505 "	42. 64,
"	J. O. Daverton	1800 "	5. 40.
" 31	J. O. Donlon	2000 "	6 "
"	J. W. Staples	8420 "	25. 26
"	A. J. Gallaway	6150 "	18. 45,
September 1 st	J. A. Staples.	3580. "	10. 74,
"	A. J. Gallaway	3940. "	11. 82,
"	Buel Hill & Co.	8000 "	22 "
" 3	John Wilson	10000 "	28. 75,
"	J. A. Donith.	4195 "	12. 58,
"	J. C. Benhagen.	2000. "	26. 25,
" 4	J. A. Donith	8165 "	24 49
"	D. King	24000 "	72 "
"	J. A. Ballentine	10165 "	27. 75,
" 5	" "	13835 "	38. 45.

472

"	6	J A Smith	2085 "	6, 25.
"	"	A G. Downs	20000 "	57.50
"	7	J A Clark	4200 "	12.60.
"	"	Doggell B. & Mills	4190 "	12.57.
"	"	Dr Davis	2000 "	6 "
"	"	J O Parvinton	1725 "	5.17.
"	"	Doggell B. & Mills	5810 "	17 43.
"	10	James Atkin	6000 "	18. "
"	"	El Keep	6000 "	18 "
"	"	D. W. Gale.	6000 "	18 "
"	"	J A Smith.	2000 "	6 "
"	"	J. C. Benham	16000 "	48 "
"	"	C. Dermody	2000 "	6 "
"	11	Thos Hamilton	2000 "	6 "
"	"	"	1000 "	3 "
"	"	E St. Atkin	2050 "	6.15.
"	"	W. P. Pattee	14000 "	42 "
"	12	Amer. Express Co.	24520 "	64.37
"	"	Thos E Baker.	2000 "	6 "
"	12	Am. Express Co.	16355 "	42.95.
"	"	"	9125 "	23 95
"	13	Col Graham	3000 "	9 "
"	"	J. M. Scoville	18000 "	57.75.
"	"	P E Leane	4000 "	12 "
"	"	J Soule	4000 "	13 "
"	"	J. O. Parvinton	3350 "	10 03.
"	"	Nights Hotel.	2000 "	6.50.

September	13	Dr J. A. Stahm	1000. lbs	3.00.
"	14	Cash	4000 "	12.00.
"	"	Ryerson & Co.	2000 "	6.00
"	"	R Mead & Co.	4000 "	12 "
"	"	A B Lenard & Co	2000 "	6.50.
"	"	J W Scoville	16000 "	46 "
"	"	Cash	665 "	2 "
"	"	Thompson & W	6205 "	17.43.
"	"	R Prindiville	4000 "	12 "
"	"	Robt. Matson	2000 "	6.30.
"	17	G. G. Miller	6000 "	16.35
"	"	Thompson & W	2115 "	6.08.
"	"	Lawrence M & Co.	24235 "	72.71.
"	"	Williams & Stearns	2000 "	6.50.
"	"	W. Y. Daniels	4040 "	12.12.
"	18	" "	5960 "	17.88.
"	18	J. O. Miller	11000 "	27.25.
"	"	Chapman & Co.	2000 " soc	2.50.
"	19	J. P. Payne	2160.	6.48.
"	"	Wm. Fleming	4000 "	13 "
"	"	A B Lenard & Co	4940 "	16.06
"	"	" "	8000 "	24. "
"	"	Chapman & Co.	2000 " soc	2.50.
"	20	Plantington W. & P.	6000 ..	18. "
"	"	J. O. Dalton	1940. "	5.82.
"	21	R Prindiville	1000 "	3.00
"	"	Ryan & Conlin	500 "	1.43.

474 1860

September 21	H H Hayden	4,000.00	12.00.
" "	E I Smitham	4,000 "	12.00.
" "	H Mahan	3535.00	5.30.
" "	Hoffman & Schmidt	2,000 "	6.50.
" 22	P. Conly	8,000 "	24.00
" "	Orient House.	2,000 "	6 "
" 24	A D Wright	2055 "	6 16
" "	R. W. Patterson	10,000 "	27.25.
" "	Jones P & Small	6,000 "	18 "
" "	Joseph Reggis	6,000 "	18 "
" "	James D. Kelly	2,000 "	6 "
" "	J A Smith	2,000 "	6 "
" 25	Barney Ellis.	6,000 "	21 "
" "	J D Parvinton.	1575 "	4.73.
" 27	Ransom & Barnette.	2015 "	6.05.
" "	B Wheeler.	8,000 "	24 "
" "	E I Smitham.	4,000 "	12 "
" "	Laurina M & Co.		
" "	Shemont Exchange	2000 "	6 "
" 27	C. C. Peck	4700 "	16.43.
" "	John M. Conquest	2000 "	7 "
" "	J. W. Doane	2000 "	6 "
" "	Adam Smith	24000 "	84 "
" 29	Laurina Richmond	2,000 "	7 "
" "	R P Prindiville	1905 "	6.67.
" "	B. Hill & Granger	4375 "	12.04.
" "	Barnett Reynolds.	6,000 "	16.50.

435

September 29 R Pindville

" " Henry & Son

" " Pealer M^cM & J.

" " Powner Bemis & Co.

" " Doty House

" " Dr. W. Smith

" " J. Stuber

2090. lbs

7. 32.

0000 " Iron Musties "

2000 "

7. 00

3050 "

9. 15.

2000 "

6 "

1000 "

3. 50.

2000 "6. 50.856. 005.

2419. 70.

428. $\frac{005}{2000}$ tons paid.

"Exhibit C"

Acct Sales of Lehigh Coal & Ferry Co.
Dr Acct C. Bull

1860				
July	17	Wm Peters	20,000. 00	68 "
"	26	Amblers Angel	14,000. "	49 "
Aug	4	Capt Robins	2000. "	7. 50.
"	11	Sharp & Seville	5340 " yard	15 62
"	"	St Warrington	4000. "	14 "
Sept	1 st	Sharp & Seville	5315 "	15. 57.
"	"	Capt Robins	2000. "	7 "
"	7	A D Borton	20,455 "	69. 04.
"	"	" "	17 140 "	57. 79
"	"	A. D. R R Co	2000. "	7 "
"	10	N D Borton	15 435 "	52 09
"	"	" "	4350 "	14. 68.
"	11	" "	41 65 "	14. 06
"	13	Sharp & Seville	6160 " yard	18. 02.
"	"	A. D. Borton	4780 "	16. 18.
"	14	" "	8995 "	30. 36.
"	15	" "	15465 "	52. 19.
"	17	" "	20065 "	67 72
"	18	" "	19825 "	66 91
"	"	Capt Robins	4000. "	15 "
"	19	N D Borton	10010 "	33. 78.
"	24	" "	4035 "	13. 73.

477

Sept 22	A D Bouton	18 985. lbs	64 07
" 24	" "	74 10 "	31. 76
" "	pt Warrington	10 000 "	40. 00
" 25	M D Bouton.	10,370. "	35 "
" "	J D Williams	2 570 "	10 28.
" 26	A. D. Bouton	148. 40 "	50 07
" 27	" "	47 55 "	16 05-
" 27	Alex. Rogers.	<u>12 214</u> " 7 and.	<u>57. 91</u>
		292, 669.	\$ 1004. 34

478

"Exhibit D"

Cash paid of Bleblung, Schigle & Lackawana.
 Coals from May 16th 1860. To date By Kelley & Co.

1860					
May 30 th	Dr.	32 370 lbs.	Sold for		\$90. 71
June 30	"	61. 647 "	" "		180. 61
July 31	"	379. 422 "	" "		871. 99
" "	"	20. 000 "	Schigle "		68 "
August 31	"	164. 840 "	Bleblung "		396. 85
" "	"	2. 000 "	Schigle "		7. 50
" "	"	50. 000 "	Lackawana "		150. 12
Sept. 29	"	139. 787 "	Bleblung "		379. 26
" "	"	357. 805 "	Lackawana "		899. 34
" "	"	35. 019 "	Schigle "		106. 55
June 16	"	303. 800 "	Bleblung "	for the 4 mo. Ill. & RR Co.	630. 39
Sept. 29	"	336. 000 "	Schigle "	on interest. N. D. Boston. 1012 "	50.
" "	"	100. 000 "	Bleblung "	" " " " " "	237. 50
Oct. 6 th	"	13. 000 "	" "		46.
					5097. 32.

4 Exhibit E "

\$1539.50

Chicago April 19. 1860

Sixty days after date we promise to pay
 to the order of C Bull Esq Fifteen hundred
 & thirty nine ³⁹/₁₀₀ Dollars at Bank of North
 America New York City value Received
 Kelley & Co.

"Exhibit B"

~~\$400~~

Buffalo May 19th 1860.

At two days sight exchange on New York
Pay to the order of [unclear] \$ [unclear]
Pollan. rate per [unclear] [unclear]
to account of.

Part of [unclear]

Q 17

bad water Bull.

To
Messrs. Kelley & Co.

Chicago Ill.

"Eni ordmentu."

Leadvallader Buell

Buffalo, N.Y.

Pay J. L. Adams Esq. on order.

Pomphos & Co.

"H."

No 75.
\$140.00

Buffalo May. 23^d. 1860.

At two days sight with exchange on Buffalo.
Pay to the order of J. E. Howard Esq. Cash: Martin's
Bk. one hundred & forty Dollars at
Value received and charge to account of
Cadwallader Bull

Wm Kelly & Co.
Chicago Ill.

"Endorsement"
Pay Geo Smith & Co
Geo H Gamon
ams

Received
Geo Smith & Co
Payment

"H"

Buffalo June. 27. 1860.

\$325.00

At two days sight with exchange on New
York the order of myself Three
Hundred & twenty five Dollars at
Value received and charge to account of
Cadwallader Bull.

Wm Kelly & Co.
Chicago. Ill.

"Endorsement"
Cadwallader Bull
Buffalo.

Pay C W Belden order. Conklin & Co.
Rec^d Payment. C W Belden

Received
C W Belden
Payment

"H"

\$450.⁰⁰ Buffalo July 9th 1860
At two days sight & exchange on New York. Pay to
the order of J. E. Howard Cash. One Hundred
Fifty Dollars. Value received and charge
to account of J. E. Howard

Cadwallader Bull
To Messrs Kelley & Co
Chicago Ill
"Endorsement"
Pay Geo Smith & Co
or order.
Geo St. Gammon am p

Received
Geo Smith & Co
payment

\$350.⁰⁰ Buffalo July 9th 1860
At two days sight & exchange on New York
Pay to the order of myself One Hundred, fifty
Dollars. at. Value received and charge to
account of J. E. Howard

Cadwallader Bull
Buffalo
"Endorsement",
Cadwallader Bull
Buffalo
Pay to W. Belden or order
Southworth & Co.
Recd W. Belden

Received
at New York
July 12th 1860
Messrs Kelley & Co
at the office of J. E. Howard
J. E. Howard

"D"

\$175.
 Buffalo July 20. 1860.
 at the days sight & exchange on New York
 Pay to the order of myself one hundred &
 seventy Dollars at. Value received
 and charge to account of

Wadwalladen Bull

W. Kelly & Co.
 Chicago Ill

"Endorsement."

Wadwalladen Bull

Pay Bly Adams or order.

Douthworth & Co.

Ex. "D"

\$350.
 Buffalo July 25th 1860.
 at the days sight & exchange on New
 York Pay to the order of St. E. Howard Esq.
 Cash. One hundred fifty
 Dollars. Value received and
 charge to account of.

Wadwalladen Bull

W. Kelly & Co.
 Chicago Ill

Pay Geo Smith & Co. or
 order. Geo St. Lawrence.

Received
 Geo Smith & Co.
 payment

Exhibit G.

Pittsburgh April 19. 1860.

Messrs. Kelley & Co
Chicago

Gents,

Your favor came to hand just as I was leaving home for Pittston, signed the agreement, & requested my brother to write you & send you the agreement. The agreement you sent me explains the matter more fully, has written I want to commence. There is ^{one} ~~something~~ which I have overlooked & that is if we have any leases in the Leasels or strikes at the mines which will prevent me from getting my coal forward, you must not hold me for damages in all contracts made that is always understood. When in Cleveland enquired the price of Brice's place had it offered to me at \$3.10. Cash, they are paying 25.4 & 40.4 from there to your place there was but few loads shipped at 25.4 to 27 my brother to send you Law & Johnston's letter. you must be sure not to let them get the start of you in selling the Rail Road companies. you must be sure to remit in time to pay your paper. Write my brother from time

to time what you are doing will send
you prices for Schiege in a few days.

Very Truly
yours &c
C. Bull

"G"

Buffalo May 19. 1840.

Wm. Kelley & Co.
Chicago

Gents.

Am obliged to day to make
a draft on you at Two Days sight with exchange
on New York for \$400.- You must be sure
to take care of it. Am trying to get the tolls
reduced on our Canal I think I will be
able to accomplish it. will write you again
in a few days.

yours in haste
C. Bull.

"G"

Buffalo June 23. 1840.

Wm. Kelley & Co.
Chicago

Gents.

Enclosed find bill for shipment
of 144 tons Blplung. per Bart's Shepard. ship. as ballast will ship
some Schiege & prep. coal. the first opportunity do your utmost to sell
McCormick's what Schiege & Blplung he wants try to find out from him how low he has had
coal offered him. yours &c C. Bull

486

"G"

Buffalo July 9. 1860.

Messrs. Lockwood & Co.

New York

Gents.

Your favor of the 7th enclosing your check in the Union Bank for \$1100. came duly to hand this morning

Yours &c
 Cadwallader Bull

"G"

Buffalo. July 20. 1860.

Messrs. Kelly & Co.

Chicago.

Gents.

Am obliged to day to make a draft on you at two days sight & exchange for \$175. which you will please provide for apply & come on your note I have. why dont you send me the money for the coal sent to Rock Island. Road. Cannot get a chance to ship any coal unless I pay 30.¢ ton & put it aboard & take it out. have thought best to hold on a while, but if you must have the coal I will send it. let me hear from you if I shall ship at that figure if I cant do better yours &c
 C Bull

"G"

Buffalo July 12th 1860.Messrs Messly & Co.
Chicago.

Gents.

Your favor came duly to hand wanting 200 tons Bloplung. shipd. mill ships some as soon as I can get an opportunity am fearfull I shall be obliged to pay a little freight as the vessels prefer going light now while the weather is good some of them will have to take ballast. shall manage to get the 200. off. as ballast. I think it would be well to figure in say 30.¢ freight if you make any large sales. Which kind of mineral Range coal do you want. can get it as it runs from the pile for \$2.50 per ton or selected at \$3. let me hear from you on receipt of this which kind you want. I think it would be well for you as there is so much soft coal going to Chicago to take some to sell on commission that is to allow so much when the coal is sold. suppose it is selling so low there is not any object to buy it

Yours &c

P.S.

S. Bull.

Can't you sell the I. C. R. R. C. their prepared coal
1. Lehigh — O Bull.

"G"

Buffalo July 17. 1860.

Wm. Kelley & Co.
Chicago

Gents,

Your favor came duly to hand
contg of same noted. In reply would say think
the proposition you have made to Mr Crawford
a very good one. Both to him & us. It will put us
in a position to sell soft coal just as low as
any one in Chicago if not lower. Mr Crawford
has the reputation of being a very fine man
I don't think it would be advisable for me
to be shown in the matter & would prefer not
whether dealers in your place might find it
out and would not buy any coal from me.
however if Mr C. insists on showing all the
firm. you can tell him but with the under-
standing he or his partners are not to tell any
one. I am connected in the concern. Think
I had not better write him. Dewey has written
me wanting to know if you intended to buy
any coal of them. It seems to me, the parties
you speak of (whenever they are) are very
much put out with me. I think it is
either Newhouse or Hall & Rogers they
can't make much capital out of that

operation it hurts them more than it
 does me. would like for curiosity's sake to
 know who it was paid it. you can transmit
 all the local I send you to be just such local
 as you represent it to be. Shall I have the
 Mineral Ridge shipped you or had you better
 wait till you hear from Mr Crawford.
 I believe they sell it if he accepts your
 proposition let me see the contract before
 it is signed

Yours &c
C. Bull,

"G"

Buffalo Aug. 8. 1860.

Wm. H. Kelley & Co.
 Chicago

Gents,

Enclosed, please find
 bills for the following shipments per
 Conway 96 tons S.E. 83 tons L.E. 179
 per Kings of the Wind. L.E. 100.
 " Metropolis " Groutin 114. ⁶⁴⁰/₂₀₀

which I trust will reach you in good
 season the Capt of per Conway would not
 sign bill when my man gave it to him
 because I charged him for loading that
 was as I understood, the bargain the

490

metropolis have billed it as 164 ⁴⁴⁰/₄ tons
 wanted to save the 5¢ for loading you
 must give him quick despatch as soon
 as she gets in the Capt. complained very
 much you detained him so long in his
 last load. have told him you would unload
 him without any delay as soon as he arrived
 each of the other lots are next tons - was
 obliged to pay 25¢ ft. mill ship more
 in a few days. want you to let me know
 on receipt of this how much Blasting
 you have contracted for & how much
 you will want. also Schugh & Pittston
 coal did you make any arrangement
 with Leonard why have you not sent
 me the money for the coal sent to
 the Rock Island Road. having \$100. to
 pay to day. am obliged to draw on you
 at two days sight & exchange for \$100. be
 sure to provide for it. Newhouse is here he
 is going to buy Langdon's Coal. I think
 you will have the best coal in Chi-
 cago - did you sell the S. C. R.R. let
 me hear from you on receipt of this &
 oblige

Yours
 in haste
 C. Bull

"Exhibit D."

Buffalo Apr. 25/60.

Melley & Co.

Chicago.

Gents I send you B/L. Rice of Barque Great West for 120 Ton Blot Coal this is all I could get on her as the Coal did not come along fast enough. the Capt. thought he would not wait for it. Shall ship by the Lansing or Parvian as soon as they get ready. you will turn this lot over to R.I.R.R. Co. if they are in want

Yours Truly

A Bull

By A S Bull

P.S.

I send you the bill for loading the vessel. A Johnson declined paying it. if I understand you he was to pay expense of loading & discharging.

Df.

Buffalo. Apr. 23/60.

Wm. Melley & Co.

Dr. Sir. I send Mr Geo Williams Jr.

Rupt. Peoria. O. & B. R. R. Peoria Ill. an order
 on you for twenty tons of Blop coal. I
 told him the price would be six dollars per
 ton. he will pay you for the coal when
 he sends for it. I think it would be well
 for you. to see him, or correspond with him
 for he will want more probably, what &
 such as you have with the Illinois &
 Central Co. in furnishing them with Blop.
 & Schigle nothing new as to prices yet
 yours truly

C Bull
 By J. L. Bull

St.

Buffalo Apr. 19. 1860.

Wm. Kelley & Co
 Chicago

Your favors are at hand
 I am shipping you to day the Blop coal
 by the Great West she will probably get
 out next week if the Co. will permit
 shabbing and put 300 tons on her. as
 for Schigle coal I hardly know
 what to say. I don't think it would
 be safe to figure at less than \$5 1/2 in
 Buffalo. Lake freight from 40 to 50. &
 Schigle may possibly be lower in July &

494

August. after the rush of up freight on the Canal. or over. but I don't think I, this prize is for net tons of 2000 lbs. Hope you will be successful in securing the RR Co? Shall try and take the advantage of the Lake freight whenever I can pick up a vessel.

Yours Truly
O. Bull
By H. L. B.

Exhibit I.

Account of cash paid to David Darnille
by Kelley & Co. from April 15. to Oct. 11. 1860. as
appears from Cash Book.

1860.	Amount paid him	
Sept. 15.		\$5.00.
" 22	" " "	5.00
" 29	" " " on a/c draying	5.00.
Oct 8	" " " " "	10.00
		<u>25.00.</u>

Exhibit D

Account of cash paid to Samuel O. Cames by
Stellay & Co. From the 13th of April to the 11th Oct 1860
as appears from the Cash Book,

1860				
May	7	Amount paid him		\$ 3.25
"	"	"	"	2.00
"	15	"	"	10.00
"	24	"	"	4.00
June	1 st	"	"	6.00
"	7	"	by as per. his order.	2.50
"	9	"	him	2.50
"	12	"	"	15.00
"	21	"	"	3.00
"	30	"	"	2.00
July	3	"	"	3.00
Aug.	25	"	" this day	5.00
"	30	"	"	5.00
Sept	8	"	by his order.	3.37
"	14	"	him	5.00
"	19	"	"	5.00
"	22	"	"	2.00
"	29	"	"	5.00
Oct	8	"	C. Dr. Dayward for him	10.00
"	"	"	Dr. St. Springer Bull for him	16.50
				<u>\$ 110.12</u>

Exhibit L

496
Ac. of Cash paid Robert J. Hunt by Kelley & Co. from
the 13th April to 11. Oct 1860. as taken from the Cash Book
1860

April 25	Amount paid him	\$1.00
" 30	" " "	1.00
May 5	" " "	1.00.
" 8	" " "	2.00.
" 12	" " "	2.00.
" 14	" " "	1.00.
" 15	" " "	2.00.
" 26	" " "	1.00
June 2	" " "	3.00
" 5	" " his Board	15.00
" 8	" " Sproules Chappaton their Bill	14.00
" 13	" " him for gold & pen	3.00.
" 14	" " R. Kemmick Dental for filling four teeth	9.00.
" 18	" " him for Boots	7.00
" 30	" " " for him	1.00
July 2	" " J. Reed for him	5.00
" 3	" " him	1.00.
" 5	" " "	13.00.
" 7	" " Wash Woman for him	3.00
" 9	" " Mr Porter for his board	13.50
" 14	" " him	2.89
" 21	" " "	2.00
" 24	" " Sproules Chappaton	5.00

(over)

497

July 27	amount paid him	2, 95,
" 31	" " to send sister	17, 00,
Aug. 9	" " his board	15, 50,
" 11	" " A D Sittons to their bill clothing for friend	13, 00
" "	" " him	6, 18,
" 18	" " "	5, 00,
" 24	" " "	1, 00,
" 25	" " "	1, 00
" 28	" " "	1, 25,
Sept. 1	" " for new Bill of clothing for him	8, 10,
" "	" " wash woman for him	2, 00,
" 4	" " Coates & McLean for him	1, 00
" 5	" " him	1, 75,
" 7	" " Mrs Porter for Board for Sept 1 st	15, 50
" 8	" " J Reed for him	5, 00
" 12	" " him	2, 75,
" 15	" " "	1, 00,
" 17	" " "	2, 00,
" 26	" " St. Reid on a/c of Boat Club.	5, 00,
" 27	" " him	1, 00,
Oct 2	" " "	1, 00
" 4	" " Mrs Porter for his board to Oct 1 st	15, 00,
" 8	" " Sprinkle and Chapeaton Bill of clothing	19, 75
		<u>247.02</u>

Exhibit M.

498
Account of cash paid to James Fleming by Kelley & Co. from
the 15th April to October 11. 1860 as appears by Cash Book
1860.

April	21.	Amount paid him	\$5.00.
"	28	" " "	5.00.
May	5	" " "	4.00.
"	10	" " "	10.00
"	19	" " "	10.00
"	26	" " "	4.00.
June.	1	" " "	10.00
"	9	" " "	5.00
"	22	" " "	8.00
July	3.	" " "	5.00
"	7	" " "	3.00
"	17	" " " by check	15.00.
"	21	" " "	5.00
"	28	" " " on account	4.00
Aug	4	" " "	5.00
"	18	" " "	5.00
Sept	1	" " "	5.00.
"	21	" " " by G. M. Higginson Ins on horse & feed him	5.00.
"	22	" " " him	3.00
"	29	" " "	5.00
Oct.	1	" " " check E. D. Fairbank.	45.00
"	"	" " "	5.00.
April	23	" " "	

\$ 5.00.
 171.00
 12.55
 \$ 183.55

Exhibit N

Account of cash paid to John M. Aulley by Kelley & Co.
 From 15th April to Oct. 11. 1860 as appears by Cash
 Book.

1860			
June 30	Amount paid him by check		50.00
July 13	" " " " "		9.56
" 14	" " " " "		50.00
Aug. 18	" " " " "		50.00
Sept 9	" " on account		20.00
" 12	" " manwhaling loan		2.80
" 15	" " on a/c		50.00
Oct. 6	" " "		100.00
			<u>\$332.36</u>

Exhibit O.

Account of cash paid to Daniel Pennehy by Kelley & Co from
 April 15th to October 11. 1860 as taken from Cash Book.

1860.			
Sept 1	amount paid him on a/c		\$2.00
" 10	" " " " "		5.00
" 15	" " " " "		5.00
" 22	" " " " "		5.00
" 29	" " " " "		6.00
Oct. 8	" " " " "		5.00
			<u>\$28.00</u>

Exhibit P.

A/c of cash paid John & Liang by Kelley & Co from the
15th of April to October 11. 1840. as taken from the Cash Book
1840

April 28	Amount paid him	\$10.00
May 5	" " "	10.00
" 17	" " "	10.00
" 19	" " "	10.00
" 26	" " "	10.00
June 2	" " "	10.00
" 15	" " "	10.00
" 23	" " "	10.00
" 30	" " " by check	20.00
July 7	" " "	10.00
" 17	" " "	15.00
" 21	" " "	15.00
" 27	" " Mr Wright check for him	32.00
" 28	" " him on account	15.00
Aug 4	" " "	10.00
" 9	" " "	5.00
" 11	" " " on account	5.00
" 18	" " "	5.00
" "	" " " check	15.00
" 25	" " "	20.00
Sept 1	" " "	25.00
" 8	" " " on account	20.00

507

1860

sept 15

amount ~~amount~~ paid him

\$10.00

" "

"

"

" John & Co. for him

.75

" "

"

"

" him to buy hay

10.00

" 17

"

"

" "

20.00

" 22

"

"

" "

10.00

" 29

"

"

" "

25.00

oct 4

"

"

" Hugh Dole for him

94

sept 17

"

"

 369.69

502

Exhibit D

Amount of cash paid Bull from April 15th to October 11, 1860. by Pellets Co. as taken from Cash Book 1860.

May 26	Paid on draft of \$400. (Exchange)	7.00
" "	Paid draft	400.00
" 30	Paid draft	140.00
" "	Paid Exchange on same	2.80
June 16	Paid Check on E. S. Tinkham	300.00
July 5.	Paid draft to C. W. Belden	325.00
" "	Paid exchange on same	4.88
" 7	Paid Bull E. S. Tinkham's draft.	1400.00
" "	Paid Exchange on same	20.00
" 11	Paid draft	450.00
" "	Paid exchange on same	5.62
" 17	Paid draft	350.00
" "	Paid Exchange	4.38
" 18	Paid A. Smith for mowing perennials may and	2.50.
" 27	Paid draft	175.00.
" "	Paid exchange on same	2.19
Aug 2	Paid draft	350.00
" "	Paid exchange on same.	4.35.
Sept 4.	Paid draft	700.00
" "	Exchange on same	6.75.
" 28	Paid train	25.00
Oct 2	Paid draft.	200.00
" "	Paid exchange on same.	1.50.

\$5,276.97

Exhibit B.

Amount of Cash paid for Lackawanna, Schuylk and
Bloomsburg Coal by Pillsbury & Co to different parties from
15th April to 11th Oct 1860. as taken from the Cash
Book.

1860.

June 5.	Paid A B Mucker for 1 ton Lump Schuylk Coal.	7. 00
July 14.	Paid A B Mucker for 11 tons Lackawanna Coal.	57. 50
" "	Paid A B Mucker on acct of 10 tons Schuylk Coal.	17. 50
" 24.	Paid Price & Menis for ten tons sent J. D. Merriam	40. 00
Aug. 24.	Paid Mucker & Co close of Schuylk Coal 10 tons at same rs.	47. 50
" "	Paid A B Mucker on acct Coal (Lack) purch ^d July 31	2. 50.
Sept. 6	Paid John Wilson on our charge 5 tons Lackawanna Coal.	5. 00
		<u>\$234. 50.</u>

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"Exhibit D."

Amount of cash paid freight by Kelley & Co on Lack-
aw and Lehigh & Bloomsburg coal from April 15
to October 11/1860. as taken from Cash Book

Aug	16	Paid Capt Curdy on 357.128. lbs Lack. per ch. 2 ctm	44.75
	21	" " Barse. on 100 tons " " mgs of c. in m.	25.00
	23	" " Munay " 164. " " " on a/c	30.00
	25	" " " 184. ^{57.00} " " " "	16.00
Sept	29	" " " 93 ¹⁰⁷ " per Yankee Blade.	33.27
"	"	" " " 129 ⁷¹⁷ " Lehigh " "	45.27
			<u>194.29</u>

5-06

Exhibit D.

Cash expenses paid by Kelley & Co. from April 13th
to Oct 11. 1860. as taken from Cash Book
1860.

April 17		amt paid for Cash Book	3. 00.
"	"	" " " Postage stamps	1. 00
"	21	" " " Telegram to Bull.	1. 65.
"	"	" " " Articles of copartnership	10. 00
"	"	" " " Interest table	1. 00
May 2	"	" " " Telegram to Bull	90
"	"	" " " to E Kelley	2. 00
"	3	" " " for E. M. Conkey	4. 75
"	7	" " " for express charges from Memphis Tenn.	25. 00
"	14	" " " G. W. Hamlin repairing scales	1. 50.
"	15	" " " for 2 others	. 50
"	24.	" " " James Burk	5. 00
June 1	"	" " " to St McCormick	11. 50
"	"	" " " for short com some transaction Kelley has made.	31. 55.
"	"	" " " for 2 others	50
"	2	" " " James Burk	3. 50.
"	4	" " " Sugar Refinery for 3 others.	. 75.
"	5	" " " for 4 others.	1. 00
"	"	" " " P. O. stamps	1. 00
"	12	" " " 2 concert tickets for wife of Jeffers. by Demare	50
"	18	" " " James Burk	5. 00
"	20	" " " for crock to hold ice water in office	1. 00
"	22	" " " by E Kelley trip to Elgin	3. 10

(over)

507 1860

June.	23	amt paid to James Burkh.	3. 00
July	1 st	" " P. J. Surdau for 1/2 doz. shoe scraps + 1 shoe.	1. 75.
"	7	" " James Burkh	1. 50.
"	"	" " for Telegram to Burkh.	10. 17
"	9	" " " 4 shds. Chicago Sugar. Works.	1. 00
"	18	" " " Post Office stamps	1. 00
"	23	" " " Sunday articles	80
"	24	" " P. R. Magan for keeping house to July 1 st	24. 00
Aug.	1.	" " by E. Kelley expenses last	40. 00
"	6	" " to P. R. Magan for keeping house to August 1 st	15. 00
"	7	" " for putting in coal at Parmet's house	1. 50
"	9	" " by E. Kelley trip to Evanston	3. 00
"	15	" " Martin O'malley for delivering coal	1. 00
"	16	" " " " " " " "	1. 00
"	17	" " for Post office stamps	1. 00
"	18	" " to James Burkh	1. 00
"	23	" " to James Burkh 4 days labor	4. 00
"	25.	" " to James Burke	2. 00
"	28	" " to James Burkh	4. 00
"	30	" " by E. Kelley Towels for office	2. 00
Sept	1	" " to James Burkh	4. 50
"	4	" " by E. Kelley for 2 coal rakes	3. 00
"	5	" " for three dinners to James	. 90.
"	7	" " " P. O stamps	1. 00
"	10	" " Hugh Foley	4. 00
"	12	" " Dayman for cartage on Lumber	25
"	14	" " Cartage	. 60

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sept	14.	amt paid David A Gage	50. 00.
"	15	" " D. Dumble for casting lead.	5. 00
"	"	" " Peter Fleming for hauling 25 sthas.	4. 00
"	19	" " by E Kelley for P. O stamps	1. 00
"	20	" " C. Moloney for 5 days work in yard	5. 00
"	"	" " man for 3 percent upon Kelley's order	33. 00
"	"	" " A Lattung for his Bill	5. 87
"	22	" " James Burke	4. 00
"	"	" " Peter Fleming cartage on sthas	5. 75.
"	27	" " for Post Office stamps	1. 00
"	27	" " Michel Welsch for 1 1/2 days work	1. 75.
"	"	" " Richd. Pinnig taking off lead.	2. 25
"	"	" " Mr. Lowe. " " "	2. 25.
"	"	" " J. Burke & days work	4. 50
oct.	5	" " to drayman to haul 2 loads of work	65
"	6	" " Chicago Refining Co. for 150 sthas of.	37. 50
"	"	" " Hugh Doley per Mr. Kelley's orders	11. 12
"	"	" " St & Burke for work	5. 00
"	"	" " Peter Fleming cartage on 21 sthas.	5. 25.
"	10	" " for Postage stamps.	1. 00
may	7.	" " Edward Kelley	40. 00
sept	29	" " John Comu. for 1 1/2 days work	1. 50.
			484. 16.

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Exhibit W.

Account of Profit and Loss by Kelley & Co. from April
 15th to Oct. 11. 1860 as appears from Cash Book

June 23	amount paid American Womans association of N. Y.	1. 00
July 18.	" " P & Wilson Bill of Presentings for Cash.	4. 38.
" 31	" " for detector to E J Smithham 1 year.	2. 42
Aug 20	" " out Cash	69
Sept 3	" " Cash out	3. 00
" 17	" of money stolen from R J Deane in his room Sept 17.	16. 00
		\$ 27. 49

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"Exhibit V"

N^o 12. Chicago June 16th 1860.
Edward J. Smitham & Co. Pay to
Bull or Bearer Three Hundred Dollars
and charge the same to account of
Kelley & Co.

\$300 #

"V"

Chicago July 5th 1860.

N^o 18. Edward J. Smitham & Co. Pay
to Bull or Bearer Three Hundred
Twenty Nine & 88/100 Dollars and charge
the same to account of
Kelley & Co.

\$329.⁸⁸

By R J Hunt

"V"

N^o 19. Chicago July 7th 1860
Edward J. Smitham & Co. Pay to
Bull or Bearer Sixteen Hundred & twenty
Dollars, and charge the same to account of
Kelley & Co.

\$1620.

By R J Hunt.

"V"

Chicago July 17th 1860N^o 26.

Edward J. Drinkham & Co. Pay
 Lead wallader Bull Dft. a Bear. Three
 hundred fifty Dms $\frac{35}{100}$ Dollars and
 charge the same to account of

Kelley & Co.

By R J Hunt

\$354. $\frac{35}{100}$

"V"

Chicago July 27th 1860N^o 33.

Edward J. Drinkham & Co. Pay
 Bull. Draft a Bear one hundred
 seventy Dms $\frac{17}{100}$ Dollars, and charge
 the same to account of

Kelley & Co.

By R J Hunt

\$177. $\frac{17}{100}$

"V"

Chicago August 2^d 1860.N^o 37

Edward J. Drinkham & Co. Pay
 Co. Bull. Dft a Bear Three hundred and fifty Dms
 $\frac{35}{100}$ Dollars and charge the same to account of

Kelley & Co.
By R J Hunt.\$354. $\frac{35}{100}$

V

N^o 50.

Chicago September 4. 1860

Edward J. Dinkham & Co. Pay
 to Bull a Bear. One hundred six & ⁷⁵/₁₀₀
 Dollars and charge the same to account
 of Kelly & Co
 By R. J. Hunt

\$906 ⁷⁵/₁₀₀

"V"

N^o 73.Chicago October 2^d. 1860

Edward J. Dinkham & Co. Pay to
 Bull Esq. 2 ft. a Bear Two hundred
 one & ⁵⁰/₁₀₀ Dollars and charge the same
 to account of

\$201 ⁵⁰/₁₀₀

Kelley & Co
 By R. J. Hunt

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"Exhibit Y"

Chicago April 25th 1840.

to Bull Esq
Buffalo.

Per. Poi

Your favor of the 23rd is at hand in reply we will state that we will see Mr Williams the first part of the coming week. In regard to the I & C Central the thing is in doubt yet, but will be decided in a day or two. we have brought all the influence to bear that was at our command our figures are \$4³⁰ for Blooming \$3⁴⁰ for Lehigh (cash) some of the allies are reporting an increase of tolls on your canal. is there anything of the kind thought of. give us the price of preparing coal as soon as possible as the mechanical battery mill want soon, send us some Lehigh as soon as you can. We are getting some orders, and have to buy to fill them we gave the Capt of the Barque Sturges an order on you for some coal if you have it. you are to arrange about the fuel. our fuel are only 3^c here. this will but we think they will go up 4^c as soon as the flat comes. We are fighting hard for the R R cars since

575 secure their trade if possible

We remain yours truly.

Kelley & Co.

Chicago July 5th/10.

C. Bull Esq {
Buffalo.

Dr. Sir

Our tomorrow we will
send you a draft to meet our note due 3/8
your draft of \$325 has troubled us some to
make up the amount of the note after pay-
ing draft, 2800 dollars is some money to raise
in Chicago these times. We have lost the best
High Customer in Chicago in consequence of
not having the coal. It is Young & Co. they
use 30 tons a month, and would have taken
coal from us, if we could only satisfy them
that our Coal would be good, but would not
contract until they seen the coal. We think
we will have some delay about settling with
the R. & L. R. R. men. Our Grand Newhouse
has been up to see them, we expect to sell 100
tons more to the Ill central Newhouse
has sent 100 tons more there, but they would
receive it unless he drew 25 per cent making
the price \$3³⁴ per ton. We don't think he can

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stand pressure. Will send the draft to you.
You must make calculation on sending
us 500 tons prepared local this summer. This
amt. may seem large to you, but we will
want all of that and perhaps more, more.
Seeing the market well, and some of
them will be astonished when they find out
where we have headed them off.

We remain

Yours Truly
Kelley & Co.

"Y"

Chicago Sept 13th 1860.

C. Bull Esq

Dr Sir

We are in need of Range
local we have lost the sale of 120 tons to day
in consequence of not having it, and we
are losing orders every day for the same
reason. We will want at least this year
before navigation closes 4000 tons of prepared
local. say about 300 tons Range 1000 tons
small egg. the balance of large egg. we
will also want about 1000 tons Blipburg
300 tons Lehigh. don't fail to supply us as we
can sell all of the above, and perhaps more.

Musku has got the city at \$4.50 for the
 e.g.g. coal you can see by the way we
 are losing orders that it is a great damage
 to us not having the Range coal The Rock
 Island R.R. will want 200 tons as soon as
 you can ship it to us we are trying to get
 money to take up those notes, and expect
 to take them up soon. Hoping that you
 will supply us with Range coal soon
 We remain

yours

Truly

Kelly & Co.

Chicago July 22/60.

C. Bull Esq.,
 Buffalo.

Dr. Sir

If you cannot
 ship without paying freight ship by Egan
 Tows as he claims that as he has carried
 for ballast he ought to get the preference. If
 we have to pay any one the Ch. Collingwood
 is now on her way down and will take
 some coal as ballast, if not a full cargo
 the Sch. Estick will also take some, don't
 make any bargain for taking it out here

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if you. if we pay any freights it is better
to get the coal carried as low as you can
and let them unload it. We expect to hear
from Crawford in a day or two, don't fail to
ship coal as soon as possible. The con-
tracts we have will take ten tons a day
all winter, and we think it will take 20
tons a day after we see all the burners dis-
tillers there will be hot work after the coming
this season they will want 400 tons 200
of prepared & the balance soft coal. We
will put in a low figure, and get fair
play this year.

We remain yours truly
Stellingsma & Co.

"Exhibit Y"

Chicago May 30th 1860.

Goodwillader Bull Esq
 Coal Leases Buffalo

Dear Sir

We have this day paid your draft on us for 1400 and exchange. Mr Kelley wishes me to write in regard to your selling Newhouse Coal, that if he called at your place and wanted to buy "Monis Run Coal" not to sell him any as we have seen the Master mechanic Mr Stays of the Ill to RR and think we can sell him that kind of Coal yet. I believe that Mr Kelley told me that Stays said to him that if we could furnish as good Monis Run Coal as Newhouse showed him that he would contract with us.

We ought to have some hard Coal now as we have orders to fill every day, and have to give orders to other Coal Merchants to get along. We would like to know about what is to

520

be done with the local that Kelley & Co have
on hand before I came here. trusting to hear
from you before long, or by return of mail
We Remain

Very Respectfully yours.

Kelley & Co.

By R. J. Hunt.

Chicago June 2^d 1860.

C. Bull Esq.
Buffalo, N. Y.

Dear Sir,

Your favor of the
30th inst is at hand with enclosure of B/L of
Bluplung local per Barque Great West

Mr Kelley asked me to inform you that
he would like to have you send him from
130 to 130. tons Bluplung as soon as possible
as he has closed out the great West lot to the
Illinois C. R. R. to day on Wednesday. I should
think he has made a good days work of it.

Mr Newhouse has been playing old and new
the local dealers here of late both on soft and
hard local trusting ^{that} will meet your ap-
probation we Remain Very Respectfully yours

Kelley & Co.

By R. J. Hunt.

" 7 "

Chicago June 21st 1860.Mr. C. Bull }
Buffalo }

Dear Sir,

Enclosed please find
a copy of Kelley & Co local Register Book
that you wished to get some time since. It
is not done as neat, it might be but being
rather busy to day, and it being rather late
for the Eastern Mail, I will be obliged to send
this evening Mr Kelley wished me to state that
he would like very much for you to send
him some Single local as he thinks he
can sell a party some here the Blooming
local for the Rock Island R R has not
arrived yet would like it as soon as possible

Very Respectfully Yours.

Kelley & Co.

By R J Stuart.

Chicago July 3rd 1860C. Bull Esq }
Buffalo N.Y. }

Dear Sir, We would like to

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have you ship us a small cargo of Illinois
Bidge coal as soon as possible as we have calls
every day. We have an order now on our Books
for 10 tons of the above coal from William of
Galena. Illinois and will be obliged to
fill it at Price Morris & Co on account of
not having come. The weather here is
very warm and business dull. We have de-
livered the Blough to Rock I. R. Co. dock
and they seem to think by the general
appearance of the coal, that it will not
turn out good. However I guess some of
Mr. Newhouse's friends have been talking to
them about it.

Very Respectfully yours

Hulley & Co.

By R. J. Hunt

P. S.

As soon as we can settle with the R
I people we will remit you
Robt~

Chicago July 24th 1860

Mr. C. Bull.

Dear Sir. Enclosed please find
my trial balance taken for the months of April
May & June of Hulley & Co. Books. I shall try to

give you a true balance monthly after this
 now that I have fairly started you wish
 to know in your letter of the 30th inst. why we do
 not send you the money for the Rockwell & Co
 for bal sent them. in reply will say so
 it went to pay the note you hold against
 Kelley I have to day accepted your draft on
 us for 175. which shall be promptly met

Mr Kelley will start for Erie as soon as
 he receives a line from Mr Crawford &
 Cleveland & probably will be to your city
 before he returns.

Very Respectfully yours &c

Kelley & Co

By R J. Hunt.

"76"

Chicago August 17th 1860

Mr C Bull
 Buffalo N.Y.

Dear Sir

Mr Kelley wish me to
 write to you in reply to your last letter
 of 14th inst. he would say that in regard
 to those notes he gave you does not think
 that he is at fault whatever as Mr maker

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promised that they should be paid when
 due. and as to Kelley trying to pay them
 out of Bills he has out for collection, is all
 out of the question. We did our best (Kelley
 and I.) to get money enough to pay the
 note that came due on 4/7. but could
 do nothing. since your Bro. was here, we
 have paid you about \$3000. dollars in small
 drafts and Mr Kelley says that he told you
 that if you kept drawing those small
 drafts he could not meet those due 4/7. &
 8/11. of this month. I shall have off my
 trial Balance for July in a Day or Two &
 will show you accounts generally. We
 have a great deal of complaint in regard
 to Hugh local and parties generally think
 it good for nothing the only way we can
 ever get it off our hands will be for you
 to send some good Limp Lough to mix in
 with what we have. We dare not want
 it for by doing so we would loose more trade
 than we care to Miss Dewey Ford & Co
 say the same thing, that their customers
 find fault with it just as soon as we
 have received a single dollar from the
 sale of local receipts from you we
 have sent it direct to you Miss Scott &
 Rankin have been here, and shall have to

pay them some money soon. We have not sold any more of New Bleblung this year then we had on hand of the old and stelly claims as you did not want to take the old stock that he had a right to sell his first.

The Convey has got unloaded and find the cargo to fall short some 80 lbs and on acc of which has been papered to your credit 178 1/2 Dms @ 4 40 \$785 1/2 Dmht very high now now vessels have chartered to Buffalo @ 10 & and over. Weather very warm, not much doing in the local trade.

(Very Respectfully yours &c
Stelly & Co
By Hunt.

Chicago August 27th 1860

Mr to Bull {
Buffalo. }

Dear Sir:

We are in great need of some good Lump High local, also of a cargo of Range local, and by not having either we are losing customers every day our Lump. High we have on hand parties will not buy and our neighbors thinking

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as we do send old customers to us so they
can see the contrast between their coal and
ours. We had a good man as there is in
Chicago come and look at our Lehigh a few
days since, and he said that he would not
buy it if we was to give him it for free per ton
the man is Mr. Henry Wamington a Sunday
man on the West Side of our River, trusting
that you will send us some of the above
named coal immediately

We remain Very Respectly

Yours &c

Stellay & Co

By R J. Hunt.

The following is the weights of Pehr: Wings of
the Wind, and Pehr: Metropolis which has
been papered to your credit viz.

Pehr: Wings of the Wind	97 ¹⁵³⁹ tons	
at 4 ⁴⁰ / ₁₀₀		\$438.38
Pehr: Metropolis	184 ²³⁵ tons @ 4 ⁴⁰ / ₁₀₀	\$810.12

The Metropolis Cargo overruns 19 tons from
that the R/L calls for.

R J. Hunt.

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Chicago August 30th 1860.O. Bull. Esq
Buffalo N.Y.

Dear Sir

We can meet your draft on us for \$300 Dollars at two days sight, our not having a supply of Range Coal. Keeps a great many of our customers from purchasing coal. Would like to have you send a cargo immediately. We are trying to sell our part of the coal this season but a great many want coal cheaper than present prices. We sell our egg coal at \$4.00. Blopburg. the same, Blair Hill and Erie at \$5. Lough at \$7.00 &c

Very Respectfully,
Yours &c.

Stellay & Co.
By R J Hunt,

Chicago Sept 18th 1860.O. Bull. Esq.
Buffalo N.Y.

Dear Sir

Mr. Mahan says

that you must furnish us with coal

We are losing orders every day and Mr. Maher says that we must take the orders and charge you with the profits

We have delivered all the small egg on different orders to secure them our neighbors are all busy, and we must be, if we had Coal P. H. Gates & Co. want to know the reason you do not write them about their Lehigh coal

We are delivering the coal to Bonton, but will not let all the Lehigh you sold them until we receive more from you, Hoping you will see the necessity of sending us coal soon

We remain Yours Truly

Stelley & Co.

By R. J. Hunt.

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"Exhibit W."

C. Bull Esq. of Buffalo New York

1860				
June	16	To paid Ill C R R Note 4 mos. d/d.	\$ 130	39
August	31	" on Acct coal shipped N.Y. to 1860	144	67
Sept	28	" N D Bonton notes into Int. @ 7% for	1250	-
"	"	" from Cash	25	-
"	4	" Draft on N.Y. for Acct coal 1860	900	-
October	2	" for coal shipped " 1860	200	-
1861				
Sept	12	" Exchange on Primary drafts drawn on N.Y. to	59	47
1862				
June	1	" Balance	4089	48
			7299	07

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"Exhibit W"

In Acct. With Messrs. Kelley & Co. Chicago Ill.

1860				
June	8	By 119 ¹⁵⁴⁰ Tons Bleblurg @	\$390	467 10
"	16	" 157 ¹⁸⁰⁰ " " "	\$340	592 40
"	24	" 83 ¹¹⁸³ " " "	\$390	326 -
"	30	" 136 ¹³²⁰ " " delivered Kelley & Co	\$390	532 97
"	"	" per Bary. Shapard 30 met sent to		
"	"	" Rock Island R R Co "	\$390	836 -
July	17	" 152 tons Lehigh Coal	\$390	416 97
Aug.	6	" 158 " Bleblurg "	\$440	785 18
"	14	" 178 ¹¹²⁵ " Lackawanna "	\$390	189 99
"	4	" 48 ¹⁴³⁶ " Bleblurg "	\$440	438 38
"	20	" 99 ¹⁵³⁹ " Lackawanna "	\$440	810 12
"	23	" 184 ²³⁵ " " " "	\$550	668 98
Sept.	28	" 121 ²⁶⁹ " Lehigh " "	\$440	431 20
"	"	" 98 " Lackawanna "	}	12 -
"	29	" loading on 240 tons Coal paid by		
		" C. Bull Buffalo per sch: yankee Blade.		
Oct.	31	" Amount of notes Recd of N. D. Bonton.	\$1250.	591 22
		" Lip amt. of coal delivered	158.78	
			\$7299	01
1862				
June	1	By Balance	4089	48

E. O. E.

Chicago June 1st 1862

Exhibit X
Blowing Rock Sect. 1540

Co

1860																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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Dr 535
1860

Exhibit X
Lehigh local acct

Cr

June	15	To Cash	17	7	"	1860	April	28	By R Pmanville	4	15	"
July	31	"	29	17	50	May	31	"	Bennett & L	11	70	"
Aug	31	" C Bull	31	836	"	July	31	"	R Pmanville	24	49	"
"	"	" J O'Leary	38	"	75	"	"	"	Cash	27	68	"
"	"	" Cash	37	47	50	Aug	31	"	A Warrington	32	14	"
Sept.	30	" J M Auley	51	30	40	"	"	"	Cash	35	7	30
"	"	" Cash	50	43	27	Sept	30	"	"	45	97	05
"	"	" P Pennely	52	"	50	"	"	"	Jno S Williams	43	10	28
"	"	" J O'Leary	53	"	75							

Exhibit X

Dr 1860
Sackawana local Account

Cr

June	16	To R. & Little	14	115	50	1860	April	21	By J Saberton	2	11	77
July	30	" " Cash	25	54	37	"	"	"	Cash	"	7	69
"	"	" " Cash	29	37	50	"	28	"	J Saberton	3	8	43
Aug	31	" C Bull	31	785	68	"	"	"	Cash	5	17	"
"	"	" J O'Leary	38	37	33	"	30	"	J Saberton	"	18	27
"	"	" C Bull	32	438	38	May	19	"	Summit Ex.	6	21	"
"	"	" " " "	"	810	12	"	"	"	Sumas	"	42	"
"	"	" Rino & Little	33	58	37	"	"	"	Cash	7	22	37
"	"	" Cash	37	2	50	"	31	"	Sumas	10	44	"
"	"	" Rino & Little	38	22	32	"	"	"	Cash	13	12	75
Sept	30	" M. M. Auley	57	42	62	June	16	"	Sumas	14	25	33
"	"	" Cash	49	38	27	"	15	"	Cash	16	26	"
"	"	" L. Moleny & Co	52	6	17	May	31	"	Quary L & Co	15	57	50
"	"	" D. Dinehy	52	19	75	June	30	"	Sumas	18	31	"
"	"	" J. O'Leary	"	47	29	"	"	"	Cash	20	70	"
						July	31	"	Sumas	22	42	54
						"	"	"	Cash	26	57	50
						Aug	31	"	E Kelley	30	21	"
						"	"	"	Sumas	31	102	76
						"	"	"	Cash	35	158	97
						Sept.	30	"	Sumas	41	223	57
						"	"	"	"	42	28	75
						"	"	"	Cash	44	999	34
						"	"	"	Hugh Maher	52	21	"

"Exhibit A.A."

Dr.			Cadwallader Bull. Buffalo					Cr.
1860								
May	31	To cash act.	13	540	"	June 16	By Bloplung	15 1385 50
June.	16	" Ill C R R.	15	150	39	" 30	" "	19 532 77
"	30	" Cash	20	300	"	Aug 31	" "	31 616 97
July	31	" " " "	27	2902	30	" "	" Schuigh	" 836 "
						" "	" Lockawana	" 785 18
						" "	" Bloplung	" 189 77
		Carried Down	4372	89			Balance	4372 89

Dr.			Cadwallader			Bull Buffalo			Cr.
1860						1860			
Aug	31	To Kelley & Co.	32	144	17	Aug	31	By Kelley & Co.	32 3742 50
"	"	" " "	33	130	39	June	16	By Bloplung	15 1385 50
"	"	" Cash	36	350	"	"	30	" "	19 532 97
Sept.	30	" Bills Recd.	57	1250	"	Aug	31	" "	31 116 97
"	"	" Cash	47	925	"	"	"	" Schuigh	" 836 "
Oct.	31	" "	16	200	"	"	"	" Lockawana	" 785 18
			43	4372	89	"	"	" Bloplung	" 189 99
1861								" Lockawana	32 438. 38
Sept.	12	To exchange of c	228	59	47	"	"	" "	" 810 12
June	1	" Balance carried down	3459	09		Sept	30	" Cash	47 12 00
						"	"	" Kelley & Co	57 350 "
						Oct	31	" Schuigh Act.	47 116. 97
						"	"	" Lockawana	" 431 20
						"	"	" Bills Recd.	18 581 22
			11391	50		1862			11391 57
						June	1	By Bal. bnd. down	3459 09

538

State of Illinois
Cook County

The depositions of Samuel
C. Eames James Conlon, James Fleming,
Edward Stoddard, Jabez K. Botsford George
St. Louis John C. Newhouse Charles L. Hamlin
James Marks Isaac A. Harmon Thomas
Hale Seneca Wright Benjamin Jennings
Frank A. Monroe Evert Van Buren Walter
B. Houghton John A. Jewett Edward St.
Aiken. Sumner. Thompson. Charles A.
Reno William St. Butler Henry St. Butler &
George St. Beardsley and Arthur B. Muter of the
City of Chicago in said County & State
retires produced. Sworn, and examined on
their corporal oaths between the 30th day of
June, and the 1st day of November A.D. 1862
at my office before me L. Prindfoot Jr a no-
tary Public for said City of Chicago in a
certain suit, and matter in controversy now
pending & undetermined in the Superior
Court of Chicago on the Chancery side then
of Milton Comstock Bull or Complainant, and
Edward Halsey et al. are defendants in be-
half of said defendants.

Said Samuel C. Eames
being first duly sworn by me as a witness.

in said cause previous to the commencement of his examination to testify the truth as well on the part of the complainant as the defendants so far as he should be interrogated concerning the same, testified and deposed as follows to wit:

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

Ans^r My name is Samuel O. Games of lawful age. I reside in Chicago I was soliciting agent for Kelley & Co for selling coal at present I am doing nothing.

Int. 2^d Are you acquainted with the parties. if so how long have you known them.

Ans^r I have known Mr Maher for 8 or 10 years, have had no personal acquaintance with Mr Kelley until I went in his employ in August 1859 I have known Mr Bull I think since the fall of 1859.

Int 3^d In whose employ were you from the 13th April 1860. and if you state in the employ of Kelley & Co how long did you continue in their employ.

540

Ans: I was in their employ from April 13th 1860. I think I settled with them & left them on the 1st November 1860

Ans 4th During the time that you were in their employ state what your business was.

Ans: soliciting agent for local orders.

Ans 5th State how many orders for local were taken by you on Kelley & Co from April 13th to October 11th

Ans: That would be almost impossible to answer. Most of my business for April and June was collecting. I did very little soliciting during these months. During August September and October I presume I earned at the rate of One hundred Dollars per month. My recollection is that had I got a commission on my sales at 25^{cts} per ton Mr Kelley told me that it would have amounted to over one hundred Dollars per mo. I figured from my own books also and it did not amount to quite as much as Kelley made it. I figured it between \$90 and \$100.

Int 6th During the time mentioned were sales made by any other parties besides yourself.

Ans: They had no other soliciting agents
Sales were made at the yard of course,

Int. 7th State whether you know of your own knowledge if sales were made, or orders taken by Kelley one of the members of the firm during the time aforesaid & if so how much was sold, or how many orders taken.

Ans: Mr Kelley used to take orders & he used to take some very large orders. I could not state of my own knowledge to what extent, I think however he sold as much as I did.

Int 8th Do you know of your own knowledge of any other parties than Kelley or yourself making sales or taking orders on the firm of Kelley & Co.

Ans: I do not. Mr Doan used to take some orders, he commenced in the fall of 1859 but I do not know whether he did in 1860.

542 Int 9th State whether all of the orders taken were filled & if not, to what extent were they filled.

Ans: They were not all filled, they were filled only to a small extent. I could not say, my impression is that there were 2 or 3000 Dms. that were not delivered on orders that had been taken.

"objected to by Mr Galt"

Int 10th State upon what facts you base your impression as to the number of tons for which orders had been taken, that were not filled

Ans: From the copy from the Bates that I saw drawn off. Mr Maher was anxious to negotiate with a neighboring, local dealer to fill the orders & I think he offered him \$500. to take these orders & fill them.

Coac had advanced them in price & above the contract price of the orders.

"objected to by Mr Galt as being hearsay & giving the statements of one of the Defendants."

Int 11th State whether you know of any

orders that were not filled, that were taken by yourself. If so what orders, mentioning each order, did you ever recollect.

Ans: I do know of such orders, there was one of O. B. & M. O. Walker, one of the United States Express Company, both of these were partly filled I do not know the amount the original order for the Express Company was 250 tons only a small amount of this order was filled I think to the amount of 90 dollars. they claimed a loss of \$1000. The dates of these orders were I think in the month of September. Walker's order was for 25 tons very little of it was delivered a large number of small orders for about 10 tons each for family supplies, were unfilled I could not recollect the number of orders so taken by me that were unfilled some of them were as follows. R. H. Podd 6 tons Gleason 5 tons Pierce & Wright from 6 to 10 tons Post Payne 5 tons Sarah & Noth 12 tons Ben Jennings 5 tons Frank Monroe 6 tons A. J. Gallaway 9 tons. J. R. Staples 14 tons D. E. Palmer 11 tons S. C. Benham 9 tons Wm Blair & Co. an order for what they should call for in case Mr Nelson has not ordered elsewhere. Mr Nelson is sick, they put

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requently called I think for 15 or 20 tons
 of spreading 12 tons of danger. 10 tons of
 E. & Diller & Co 9 tons Wm Lister 5 tons Wm
 Lanaway 9 tons that is all that I have
 on this memo. But there were also a
 large number of small orders that I have
 not in this list for 2 or 3 tons each to
 be delivered through the winter, parties
 not having the room to store more than
 that amount, at a time. The above orders
 were not filled. they were taken between
 the 20th August and October 9th 1860 at
 which date I was told not to take any more
 orders

Int 12th State the reason why these orders
 were not filled.

Ans: We had no coal to fill them

Int 13th State what (if anything) you know
 about Bull the complainant failing to
 furnish coal to Kelley & Co.

Ans: I know nothing about it further
 than that Kelley & Co did not receive coal

Qnt 14th State whether you have heard any conversation between Kelley and Bull in relation to your taking orders & acting as soliciting agent for taking orders for Kelley & Co.

Ans: I was introduced to Mr Bull as the soliciting agent & he seemed well pleased with what I had been doing & he made some remarks in reference to it, what they were I don't recollect.

Qnt 15th State what Bull said to you.

Ans: I can't remember what he said exactly. he may have said I was doing well or something of that kind. Mr Bull never in my presence or to my knowledge expressed any dissatisfaction to what I was doing or to the orders I was taking.

Qnt 16th State if you know what amount of local Kelley & Co. had on hand that has been furnished by Bull on the 11th October 1860

Ans: I had no means of knowing only judging from the looks of the pile. I

546

I know we had very little coal in the yard
I might say none at all comparatively
speaking we had a very small pile of
Range coal I think we had no large
Egg. at all.

Int 17th Do you know of damages having
been paid on account of a failure to fill
order a contract made by Kelley & Co

Ans: I do not only from hearsay

"By consent the further examination
of this witness is adjourned till Tuesday
morning at 9 o'clock at same place"

By consent this examination is
further adjourned till Wednesday July 9th
at 9 1/2 o'clock A. M.

Pursuant to last ad-
journment this examination was resumed
the 9th day of July at 9 1/2 o'clock.

Int 18th State as near as you can from
your recollection of the business done by
you for Kelley & Co. the amount of orders
taken by you for said firm for said coal

547

from April 13th to October 11th 1840.
"objected to"

Ans: It would be a very hard matter to do so. because I took orders for different kinds of coal, the largest portion of these orders was for stard coal. If I had the order books I could state exactly. Some days I would take orders for as many as Two or Three hundred Tons of stard coal other days perhaps I would not take over Ten, some days Fifty and so on that is about as near as I can answer the question.

"objected to for the reason that the order book is the best evidence"

Oct 19th State as near as you can recollect from the business done by you for said firm what were the whole amount of orders taken by you for said firm during the time mentioned in last Inty. "objected to"

Ans: I am under the impression it was about Two Thousand Tons.

Oct 20th State whether you have made

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search for the order Books within the last week or since you first testified in this case, whether you have been able to find them, and to what extent have you enquired or made search for the same "objected to"

Ans^r I have looked among the books & papers of Kelley & Co but could not find my order books of 1860. I have made no enquiry except from Mr Mahu in regard to them

Int 21st State whether the orders taken by you in the order Book that you speak of were in your handwriting

Ans^r As a general thing they are

Int 22^d State as near as you can what proportion of the orders taken by you were for hard coal

Ans^r I should think about two thirds

Int 23^d Explain what kinds of coal are embraced by local dealers under the head of hard coal

Ans: Lough and Lackawana

Int 24th Explain what is meant by Blockemuth coal.

Ans: Blip lough coal which is a very soft coal with no sulphur in it. It is not used for fuel in families

Int 25th What amount of compensation were you to receive for your services while in the employ of Kelley's Co & what amount has been paid you for your services in such employ from April 13th to Oct 11th 1860

Ans: I was receiving at the rate of \$500. a year up to the 1st of July 1860. From the 1st of August 1860. at the rate of \$40. per month. I have been paid up in full by Mr Kelley. I have not figured up the amount.

Int 26th State what if anything you know in relation to Kelley's Co being compelled to buy coal of other parties to fill contracts on account of a failure of Bull to supply them with coal

"objected to a loading"

550

Ans: I saw our carts coming out of Mueser yard loaded with coal. I asked Mr Kelley what our carts were doing in Mueser yard. he said he was filling some orders and that Mueser was supplying him with a small quantity of coal.

"objection to what Kelley said to the witness"

Int 27th state what you know if anything in relation to Bulls failure to supply Kelley & Co with coal.

"objected to as leading"

Ans: I know nothing about their contracts I know we failed to receive coal

Int 28th state what the custom of coal dealers in Chicago was, at the time you was employed by Kelleys Co in relation to employing soliciting agents to take orders for coal.

"objected to as incompetent"

Ans: I know nothing about it any further than that I was employed as such I have met agents who said they were employed by other dealers from report I understood that

other Dealers employed agents.

objected to as being volunteered
by the witness as being immaterial & incompetent.

Int 29th. When was the last cargo of Hard
Coal received in the yard by Kelley & Co.
in the year 1866. previous to the 11th October
"objected to as leading."

Ans: I could not give the date the last
cargo was in September. Whether the first or
the last of the month I don't remember. It
was a very small cargo.

Int 30th. How large a supply of the different
kinds of Hard Coal was in the yard of
Kelley & Co. from April 15th to October 11th 1866
"objected to on the ground that
it has not been shown that he has any
means of knowledge."

Ans: A very small supply. all the different
kinds together would not make a respectable
pile of one kind.

Int 31st. State whether Kelley & Co. had a sufficient
supply of hard coal during any portion of
the time mentioned in last interrogatory to supply

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order taken & if so during what portion of the time, and if not during what portion of the time was their supply of stand loose shot, and to what extent was their supply short of supplying their customers

"objected to"

Ans: I suppose on the 1st August 18th. and perhaps on the 1st September they had a sufficient supply that is to supply the immediate wants of Customers, about town. We were taking orders continually but we were not filling them as fast as we took them. the object of the Solicitor is to get the order before the load is wanted. I don't think there was enough any time after the first of September to fill the order taken. Shows a statement which I saw which the Bot's keeper had drawn off. I think it was 2500 or 3000 lbs short. I don't know of my own knowledge how much was short and I can't find the order Bot's

"objected to."

Int 32^d. Have you been at any time between Apr. 15th & Oct 11th 18th. Complainant Bull at the yard or office of Kelley & Co if so how many times.

many times.

Ans: I saw him several times I could not say how many

Int 33? State whether anything was said by Bull a complaint made as to the manner in which the business was done in and about the yard and office of Kelley & Co
"objected to as leading"

Ans: I never heard Bull make any objections.

Int 34th. State whether you heard Kelley make any complaint to Bull at any time in regard to their Kelley & Co being short of coal
"objected to as leading"

Ans: I never did.

Int 35th State if you recollect what was said by either Kelley or Bull about the business at either of the interviews

"objected to as leading & incompetent"

Ans: I never heard any conversation whatever in regard to coal not being supplied or in regard to the business after Bull went into the firm