

Supreme Court of the State of Illinois
Third Grand Division
of the April Term A.D. 1864

Hugh maker
imprisoned with
Edward Kelly

vs

Maria Bull
administratrix of
Edward maker

Appeal from the Superior
Court of Chicago

It is hereby stipulated
and agreed between

the parties to the above entitled suit
that the same shall be ^{passed} ~~continued~~ on
the first call of the docket and that
the same shall not be submitted for
argument or disposed until the same
shall be reached on the second
call of the docket

April 20th 1864

J. B. & J. Nichols
Solicitors for
Appellant ~~Edward~~ Hugh maker
Henry Anthony Galt
for Compt Appellee

Supreme Court
Henry Maher
impeached &c

vs
Maria Bull
Adversary &c

Stipulation

Filed Apl. 22^d 1864
L. Leland
Clerk.

Maria Bull

adversus Appellatorem

ad

Henry Maher Appellant
impleaded &c.

The Counsel for the Appeller
most respectfully call attention
of the Court to the statement
made by Nicholas of Counsel
for Appellant in his closing
argument in this cause, as to the
quantity of Coal which he claim-
ed the evidence showed to be
on hand at the time of the com-
mencement of this suit
some 16 Tons. whereas our
figures show 688 Tons -

To explain this apparently
great discrepancy it is only
necessary to state that the
Counsel for Appellant have
fallen into error by deducting
from the 688 Tons furnished by
Bull in 1860, all the sales
made by Maher & Kelly during

that year, to which as Mr. Nichols claims shows a remainder only 16 Tons.

Now the fallacy of this argument is shown when it is stated that Mahu & Kelly had large quantities of these three kinds of Coal remaining over from the year 1859, that the Council for Appellants have deducted all of these sales from the Coal furnished by Mull in 1860.

Our figures show the quantity of Bull's Coal on hand on 11. Oct. 1860 & the quantity sold, of that Coal up to that time.

Make the liberty of making this explanation go what might otherwise appear an irreconcilable discrepancy.

Shirley, Anthony Guest
att. for appellants

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Gull

at sea

as

Thatcher

—

Reported

Given May 31. 1864
L. L. L. M. M.

1864

SUPREME COURT.

HUGH MAHER, Impleaded with EDWARD KELLY,
VS.
MARIA BULL, Administratrix of CADWALLADER BULL, Deceased.

ADDITIONAL POINTS.

The statement of facts contained in the printed argument of the Appellee, varies from the record in the following respects:

1st. On page four of the Appellee's argument, it is alleged, that the bill shows that Bull had supplied the coal to Maher & Kelly. On pages 12 and 7 of the abstract, Bull alleges that he furnished coal to Kelly, Maher & Bull, composing the firm of Kelly & Co.

2nd. On page 5 they state that Bull was to furnish a book-keeper, which he did.

The articles of partnership provide that Bull was to provide a competent person to keep the books, (*which the evidence shows he failed to do.*)

3d. On page five Appellee's solicitors allege that they, (Maher & Kelly,) did not furnish balance sheets. On page 9 of abstract, Bull alleges that the balance sheets were not furnished. (The books were to be kept by Bull's own book-keeper. See articles on page 2 of Abstract. Defendant Maher was not to keep the books or furnish balance sheets. He had only agreed to furnish the yard, and fixtures, which he did.

4th. On page 7, they state, defendants ^{ad}mit the amount of expenses ~~on~~ page 16 of Abstract. Defendants ^{ad}mit only account of expenses so far as such accounts reach. The court below found the expenses to be \$1,500.00. On page 127 of Abstract, evidence shows expenses to be \$2,236.33. See pages 75 and 76, and pages 86 to 89 of Abstract.

5th. On page 7 they allege, that defendants' answer was verified by affidavit.

Bull waives oath of defendants, and the answer of defendants was put in without oath; pages 11 and 18 of Abstract.

6th. On pages 7 and 8 they allege, that defendants asked leave to file a cross bill, which was granted conditionally, subject to be stricken from the files at the hearing, if it did not show new matter growing out of the partnership transaction requiring affirmative relief.

This allegation is wholly untrue, and nothing of the kind appears of record; besides, Bull filed an answer to cross bill. See page 26 of Abstract. On page 8 they allege, that "all the affirmative relief the defendants asked in the cross bill, was for the court to enjoin the prosecution of two suits on the common law side of the court."

This is not true. Defendants in their cross bill, after having set forth the failure of the complainant to furnish coal in pursuance of the partnership agreement and the damage to the firm, ask for compensation for the losses and damages by them sustained in the premises, and for such further relief or such other relief as may be agreeable to equity.

On page 8 they allege, that Bull filed his motion to strike from the files this cross bill, on the ground that it asked for no affirmative relief whatever, &c.

No such reason was assigned, or appears of record, (see page 25 Abstract,) and besides Bull filed his answer to cross bill, after motion to strike from the files. (See page 26 of Abstract.)

On page 10 they allege, that leave was given to Maher to file a separate answer, but coupled with this express condition, that it should not be inconsistent with the sworn answer of Maher. This is not true. No condition was imposed in fact, nor does it appear of record. See page 35 of Abstract. Nor had there been a sworn answer filed in the case.

On same page, they say: "The proof being closed by agreement of counsel." This is not so. There was no agreement of counsel to close the proofs.

The grounds stated on page 11, for dismissing cross bill, are not true. No motion to dismiss was pending in relation to the same, and no leave was asked or conditions imposed on filing cross bill; the final decree only has reference to the separate answer of Hugh Maher. See page 18 of Abstract.

The allegation on the 11th, 12th, 13th and 30th pages of printed argument of appellee in relation to the closing of the proofs by agreement of parties, commencement and progress of final argument, stopping further proceedings, examining witnesses in support of separate answer, non-attendance of witnesses in court, accumulative testimony, refusing to answer question of court and decision of court thereupon are all untrue. The witnesses were in court, the final argument had not been commenced, and the grounds for refusing to allow defendants to introduce oral testimony on the hearing are stated in the bill of exceptions; see page 54 of abstract.

On pages 18 and 19 they allege that on the 28th of Sept., 1860, Bull acting for the firm gave an order on Kelly & Co. for coal, and after the order was accepted, Bouton gave his notes. This statement is not correct. Bouton swears that Oct. 1st, 1860, Bull gave the order. See page 56 of abstract. On page 24 they allege that Maher excused himself from violating injunction by setting up a pretended sale to Roberts. This is untrue. Nothing of the kind is shown by the record.

D. C. & I. J. NICHOLLES,
Attorneys for Appellant, HUGH MAHER.

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Moore

or

Boile

Adm. P. 180-4

Appellants

Y. Dec. May 20, 1800

L. S. L. L. L.

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Plas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago, begun and holden at the Court House, in the City of Chicago, in said County and State, on the first Monday, being the Seventh day of December, in the year of our Lord One Thousand Eight Hundred and Sixty Eight and of the Independence of the United States of America the Eighty Eighth

Present, The Honorable

John M. Wilson Chief Justice of the }
Superior Court of Chicago. }

Wm H. Higgins

Joseph E. Gary

Judges.

Joseph Smith

Prosecuting Attorney.

David S. Hummer

Sheriff of Cook County.

Wm B. Hart

Clerk.

Be it remembered that on the eleventh day of October in the year of our Lord one Thousand Eight Hundred and Sixty & Cadwallader Bull by Henry Anthony Galt, his solicitor filed in the office of the Clerk of the Superior Court of Chicago his certain Bill of Complaint which is in words and figures following to-wit

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The Honorable The Chief Justice, and Justices
of the Superior Court of Chicago.

Humbly complaining sheweth unto your
Honor, your Orator Cadwallader Bull of
the City of Buffalo in the State of New York
That on the sixth day of
April in the year of our Lord one thousand
Eight hundred, and sixty, your Orator entered
into an agreement with Edward Kelley, and
Hugh Mahan of the City of Chicago in the
State of Illinois to form a partnership with
them in the business of dealers in Coal in the
said City of Chicago, which said agree-
ment was reduced to writing, and was in the
words and figures following, or to the purport
and effect following. That is to say: a true
copy of which said agreement is hereto attached
and marked Exhibit "A" which your Orator
prays may be taken as a part of this his bill
of Complaint

And your Orator further shew-
eth that that the said copartnership business
was entered upon, and hath ever since con-
tinued to be carried on between your Orator,
and the said Defendants in pursuance of

and under the aforesaid agreement~

And your orator further sheweth unto your Honor, that by an explanatory article of agreement~ subsequently made between your orator of the one part, and the said Defendants of the other part, it was agreed and declared to be the true intent, and meaning of the said articles of partnership, that the partnership thereby formed should only be considered to extend to include a joint interest in the coal supplied to the said firm of Kelley & Co by your orator: And that your orator should have no interest, or concern with, or be liable for, or have any right to participate in the profits of any coal purchased or procured by the said Defendants from any other person than your orator, but that all such transactions should be exclusively the business of the said Defendants.

That ~~that~~ the intention of your orator and the said Defendants by the said original article of agreement was to create a joint interest in the profits or losses arising from coal to be furnished to ~~the~~ said firm of Kelley & Co by your orator.

And your orator further complaining sheweth unto your Honor that since the formation of the said co partnership he has

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in pursuance of the said articles of copartnership
furnished, and supplied to the said firm from
time to time a large quantity of Coal amount-
ing in the aggregate to six thousand eight
hundred, and seventy nine Dollars and fifty
one cents. which sum was the cost price
of said Coal at Buffalo in the State of New
York where the same was shipped to the
said firm of Kelley & Co by your orator, all
of which said Coal was duly received by
the said firm of Kelley & Co and a large quan-
tity of which has since been sold, and con-
trolled by the said Defendants in the usual
course of their said business, and from the
sales of which there has been received by the
said Defendants in money the sum of five
thousand and ninety seven Dollars and
thirty two cents. and that a large addition-
al quantity has been sold by said Defend-
ants. payment for which has not yet been
received but is still outstanding uncollected.

And your Orator further complaining
sheweth unto your Honor that in and by
said articles of Copartnership, the said
Defendants agreed to pay over to your
Orator weekly all the proceeds of the sales
of Coal after deducting the expenses of
said firm particularly set forth in the said

articles, or so much of said proceeds as should be necessary to pay your orator the cost of the said coal furnished by him to said firm from time to time, and that said payments to your orator should be made out of said proceeds, next in order after the payment of said expenses, and before any money should be drawn from said firm by either of said partners for their respective uses, or applied in any other way to any other purpose.

And your orator further complaining shows unto your Honors that the amount of Coal furnished by him to said firm and heretofore referred to as amounting at cost to six thousand eight hundred and seventy nine Dollars and forty one cents, was furnished in the quantities and at the respective dates set forth in the schedule thereof hereto attached, and marked Exhibit "B" which your orator prays may be taken as a part of this his Bill of Complaint.

That your orator has received from the said Defendants, out of said Cash sales so made by them, (and amounting as heretofore set forth, to the sum of five Thousand and Ninety seven Dollars and thirty two cents.) the sum of Three Thousand one

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hundred, and fifty Dollars, and six cents
and no more. The dates and several
amounts of which said payments to your
Orator are particularly set forth in the schedule
thereof hereto attached, and marked Exhibit
'C' which your Orator prays may be taken
as part of this his Bill of Complaint.

That the expenses of said business
from the Commencement thereof up to this
time as near as your Orator can ascertain
the same, and which your Orator believes
and charges to be accurate is eight hundred
and fifty three Dollars and sixteen cents,
which sum deducted from the cash sales
aforesaid shows a balance, which ought
to have been in pursuance of said articles
paid over to your Orator by the said Defen-
dants towards the cost of Coal furnished by
your Orator of Eleven thousand two hundred
and fifty four Dollars, and sixteen cents,
out of which your Orator has only received
as above stated. Three thousand one hun-
dred and fifty Dollars and six cents, show-
ing the said Defendants to be in arrears
to your Orator the sum of Eleven hundred
and four dollars and ten cents, a detailed
statement of which is hereto attached and
marked Exhibit 'D' which your Orator

prays may be taken as apart of this his
Bill of Complaint.

And your orator further
Complaining sheweth unto your Honor
that the said Defendants have neglected
and refused to pay over the said sum last
aforesaid or any part thereof to your orator
but have totally refused to do so, and have
directed the Book Keeper employed by
your orator as provided by said articles,
not to pay over any money whatsoever
to your orator, and your orator has been un-
able to obtain the said sum or any part
thereof.

And your orator further Complaining
sheweth unto your Honor, that the said
Defendants have in violation of the said
articles refused to pay said money to
your orator, and have converted the same
to their own use.

And your orator further
Complaining sheweth unto your Honor that
weekly payments have not been made at
any time with regularity as required by said
articles, as the dates of said payments in
said accounts hereto attached and before
referred to will show.

And your orator further com-

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pleading sheweth unto your Honor, that in and by said articles it is expressly provided that monthly statements or balance sheets taken from the Ledger of the said firm shall be furnished to the several partners at the close of each month after the Commencement of the said business, in order that each partner might be informed as to the state of said business.

And your Orator further Complaining sheweth unto your Honor that his place of residence is at Buffalo, and that the business of said firm is carried on at Chicago, where the books of said firm are in the possession of, and under the control of the said Defendants, and that there never has been from the Commencement of said business any monthly statements furnished to your Orator, as provided for in said articles of Partnership, nor has your Orator been able to ascertain precisely the state of said business at any given period.

That said Kelley one of said Defendants has repeatedly directed the Book Keeper employed by your Orator as provided for by said articles, not to prepare any such, monthly statements for your Orator, alleging as a reason that said firm had no money

to pay over to him on account of the cost of
paid local, and as your orator believes and charges
for the purpose of keeping your orator in
ignorance of the actual condition of said
business. And that your orator has only
been able since his arrival in Chicago with-
in a few days by personal examination of
the said books to ascertain the true condition
of affairs which is as herein set forth.

And your orator further Complaining
shoarth unto your Honor that it is provided
further in and by said Copartnership articles
that correct books of account of all the trans-
actions of said copartnership shall be kept
which said books it is provided thereby
shall be in Common and accessible to all the
three partners to wit said Defendants, and
your orator. And that your orator should
have at all times the right to inspect said
books, and has to the extent of obtaining the
information contained in this his Bill of Com-
plaint exercised that right, but that said
Kelley has since your orator has been making
said examination denied your orator the
right to examine further, and has directed
the said Book Keeper not to allow your orator
to see the said Books, or make any further
examination thereof

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And your orator further Complaining sheweth unto your Honor that by said articles it is provided, that neither partner shall during the continuance of said year limited by said partnership draw any money from said firm for his respective use, but that on the first day of May 1861. an account of the assets and liabilities should be taken, and that then each partner, might draw his share of the profits of said firm, and that at the expiration of said partnership, or earlier termination thereof a similar account should be taken, and all Coal on hand furnished by your orator and then unpaid for, should then be returned to your orator.

And your orator further Complaining sheweth unto your Honor that the said Defendants in violation of the said articles have withdrawn for their own purposes large sums of money from said firm and have not paid over to your orator what he is entitled to for the cost of Coal furnished by him to said firm, and which said Defendants have sold, and received payment for.

And your orator further Complaining sheweth unto your Honor, that large gains and profits have been made on sale

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of Coal by said firm, one third of which
your orator is entitled to receive, but no part
of which he has yet received, ~~and your orator~~
~~has requested the said Defendants to come to~~
~~a fair and full account in respect to said~~
~~partnership transactions, and your orator~~
is apprehensive that he will not receive.

That your orator cannot ~~complain~~ continue
to supply coal to said firm, without being
promptly paid therefor, and to continue to do
so would be ruinous to your orator, and
your orator has requested the said Defendants
to come to a fair and full account in respect
to said partnership transactions, and to pay
over to your orator the amount to which
he is entitled for the cost of coal sold as
heretofore set forth, with which just and
reasonable request your orator had hoped
the said Defendants would have complied
as in justice and equity they ought to have
done.

But now so it is may it please your
Honors, that the said Defendants, continuing
how to wrong, and injure your orator in the
premises, absolutely refuse to comply with
such request, and for such refusal set up
many unfounded pretences.

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And your orator charges, that the said Defendants, have received, and converted to their own use, a large sum of money to which your orator is entitled, and are proceeding to sell the coal on hand, collect in the partnership debts, and moneys, whereby the balance due from them to your orator will be largely increased to the great loss and injury of your orator. And your orator charges that the said Defendants, ought therefore to be restrained by the order and injunction of this honorable Court from collecting and receiving any of the said partnership debts and moneys, and that a Receiver may be appointed by the Court for that purpose.

And that the said Defendants may answer the premises, but not under oath, the oath of the said Defendants being hereby expressly waived, and that the said copartnership may be dissolved, by decree of this Court and that an account may be taken of all and every the copartnership dealings and transactions from the time of the Commencement thereof.

And that the said Defendants may be decreed to pay unto your orator, what upon taking said account shall appear to be due unto him, And that

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in the mean time the said Defendants
may be restrained by the injunction of
this Honorable Court from selling any of
the Coal on hand, or from collecting or receiving
the partnership debt or other monies belong-
ing to the partnership. And that your Orator
may have such further, and other relief in the
premises as the nature of his case shall require
and as to your Honor may seem meet.

May it please your Honor to
grant unto your Orator the proper writ of in-
junction issuing out of and under the seal of
this Court directed to the said Edward Kelly
and Hugh Maher their Commissioners attorneys
solicitors, and agents, commanding them, and
each of them absolutely to desist and refrain
from selling any of the Coal which they
have on hand, and in their possession, or from col-
lecting or receiving the partnership debt or other
monies belonging to the said partnership.

May it please your Honor to grant unto
your Orator the writ of Subpoena issuing out
of and under the seal of this Honorable Court to
be directed to the said Edward Kelly and
Hugh Maher, commanding them, and each
of them by a certain day and under a certain
penalty therein to be inserted, to be, and appear
before this Honorable Court in Chancery sitting

and then, and there to answer the premises
and further to stand to and abide such
order and decree therein, as shall be agreeable
to equity and good conscience
And your orator shall ever pray
etc.

Cadwallader Bull

Henry Anthony & Co
Solicitors for Complainant

State of Illinois
Cook County

On the tenth day of
October A.D. 1860. before me personally appear-
ed the above named Cadwallader Bull, and
made oath, that he has read the above bill
submitted by him, and knows the contents thereof
and that the same is true of his own
knowledge, except as to the matters which
are therein stated to be on information, and
belief, and as to those matters, he believes it
to be true.

Cadwallader Bull.

Subscribed and sworn to before
me this Tenth day of October 1860.

Henry B. Hamlin
Notary Public

H. B. Hamlin

Schedule. A

Copy of Articles of Copartnership

Articles of agreement made and entered into this fifth day of April A.D. 1860, by and between Cadwallader Bull of the City of Buffalo in the County of Erie, and State of New York, and Hugh Maher and Edward Stelley of the City of Chicago, in the County of Cook, and State of Illinois.

Witnesseth

The said Cadwallader Bull, Hugh Maher, and Edward Stelley, have agreed and by these presents do agree to become partners in the Coal Trade, in the City of Chicago, aforesaid, under the name, and style of "Stelley & Co" as the firm name. The partnership to Commence on the fifteenth day of April A.D. 1860, and to terminate on the fifteenth day of April A.D. 1862 being a period of two years. Said partnership may be continued for a period of Two years longer after said fifteenth day of April A.D. 1862. provided all the parties to this agreement shall be willing to so continue it.

And for the purpose of carrying on the business of said Copartnership, the said partners

16 have agreed, and do hereby agree, to observe and fulfil, the following, covenants, and Conditions

First, The said Cadwallader Bull agrees to furnish, and provide, all the coal, that shall be necessary, or that shall be required for said business, at the lowest market cash value.

Which said coal is to remain the property of said Bull until the same shall be sold in the ordinary course of business sales, and said Bull also agrees to furnish and provide at his own expense, a competent person to keep the books, and accounts of said firm at Chicago. Said coal to be furnished on board the Vessels in the Port of Buffalo or Cleveland, and at the lowest Cash & Market Value, at those places, when so furnished.

Second. The said Hugh Maher hereby agrees to furnish, and contribute as his proportion of the common stock of the firm the use of the lot of land in Chicago aforesaid, and now occupied by Kelley & Co as a Coal Yard, and also the use of all the fixtures, Carts, Waggon &c now used by said Kelley & Co in the coal business.

Third. The said Edward Kelley agrees

to contribute as his proportion, his whole time and attention, to the superintendence, and management of the business of the firm for the Mutual benefit and advantage, of all parties.

Fourth. All the expenses of the business of the firm are to be borne in common, by said three parties except the salary of the Boat Keeper, which is to be paid by said Bull and all the profits of the firm business are to be equally divided between the three partners.

Fifth. Said Maher, and Kelley agree to bear all losses that shall arise from bad debts, created by them or either of them by giving credit to irresponsible persons.

Sixth. Said Bull agrees to fully insure in some responsible Insurance company all cargoes of coal shipped for the business of the firm, and any loss that shall arise in consequence of his neglect to so insure said Coal shall be borne by said Bull.

The expense of such Insurance shall be borne in common by said parties.

Seventh. In case the receipts from the sale of coal, shall be insufficient to pay the.

freight on said coal at any time, said Maher and Kelley agree to pay said freight, when the same shall be payable, and all monies paid for freight, shall be considered an expense of the firm, and shall be borne in common by said three partners. Said Kelley, and Maher shall be credited on the firm books for all monies advanced by them for freight.

Eighth. Said Bull, Maher, and Kelley agree that they shall do no act or act that shall be prejudicial to the business of the firm.

Ninth. Correct books of account shall be kept in which shall be entered, all monies received and paid.

All purchases, and sales of coal, all moneys paid for expenses, and all matters of account relating to the business of the firm, which books shall be in common and accessible, to all three partners.

At the close of each month the books shall be balanced, and each partner shall be furnished with a balance sheet of the Ledger and on the first day of May in each year excepting however the first day of May A.D. 1840, a correct account shall be taken

17 and stated on the Ledger of all the stock property, and assets of the firm, and of all the liabilities and debts, and each partner may draw his share of the profits, after paying all expenses, losses and liabilities, and any partner indebted to the firm shall refund to the firm the amount of his indebtedness.

At the expiration of this partnership or the earlier termination thereof a similar account shall be taken, and stated on the Ledger, and all coal on hand furnished by said Bull, for which he may not have been paid, shall be delivered back in Chicago to said Bull, and the possession of said lot used for the coal yard shall be delivered back to said Maher, and all the fixtures, carts, waggons &c the use of which said Maher shall have given to the firm, shall be delivered back to him, provided they shall be then in existence. And after paying all expenses and losses and liabilities of the firm, all the assets, stock, property, and every thing belonging to the firm shall be equally divided between said partners.

Provided the said partners shall bear and make good the

lopes herem before specially agreed to be assumed. and borne by them respectively.

Tenth. It is further mutually agreed that neither partner shall have the power to bind the firm in any case as surety, and in case of any of said partners so doing he shall forfeit his interest in the firm, and no notes, drafts, bonds or obligations, shall be given by said firm without the written consent of said Hugh Maher, and in case any such note, draft, bond or obligation should be given without such consent said Maher shall not be bound to pay or discharge the same, and he may declare the Copartnership dissolved.

Eleventh. It is further agreed that after the payment of the expenses of the firm all monies the proceeds of the sale of coal shall be weekly paid over to the Best Steeper furnished by said Bull, for said Bull to the amount of the cost of the coal furnished by him said Bull.

Twelfth. It is further agreed that neither partner is to draw from said firm any money unless what may be required

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for the benefit of the firm, excepting that
said Bull may draw for the payment
of the salary of the Boat Keeper aforesaid,
and after paying the said salary, and the
expenses above referred to, the balance of the
Cash on hand, shall be paid to Bull in
the manner above provided for, that is to
say, to the said Boat Keeper to the amount
of the Cost of the Coal furnished by him
said Bull.

Thirtieth. If after the expiration of one
year from the date hereof any one of the
said partners should be dissatisfied with
said business from any cause such party
may terminate this Copartnership at any
time by giving the other partners notice
of such termination, and in that case the
affairs of the firm shall be settled and
adjusted, in the same manner as if this
Copartnership had terminated by limitation.
In Witness Whereof the said parties
have hereunto set their hands and seals
the sixth day of April A.D. 1860.

Edward Bull (LS)
Hugh Maher (LS)
Edward Kelley (Seal)

Ich danke B

Quantity of coal furnished by Cadwallader
Bull. to Edward Kelley & Hugh Maher
& C. Bull. comprising the firm of Kelley & C^o.

1860.		Time	Locality	Price	Total
May	9.	119.	Blossburgh local	\$3.90	\$467.10.
"	24	93.	do	-	326.00.
June	16.	151	do	-	592.40
"	30	136.	do	-	532.97
July	17	152	Lehigh local	\$5.50	836. -
Augt	6	158	Blossburgh	3.90	616.97
"	4	48	do	-	189.97.
"	14	178	Pittston prepared local	\$4.40	785.69
"	20	99	do	-	438.98
"	23	184.	do	-	910.12
Sept.	29	142	Lehigh local	\$6	852 -
"	"	98	Pittston prepared Coal.	\$4.40	431.20.
					<u>\$6879.41</u>

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Schedule C

Amount of money paid to O Bull.
by Kelley & Co.

1860

June 16	To Cash (Ill cent. R.R. note)	\$ 130. 39
Augt. 31	~ Cash	144. 67
Sept 4	~ do draft N.Y.	900. —
" Oct 28	~ do draft N.Y.	25 —
Oct 2	~ M. D. Boutons note rec'd as Cash	200 —
		1250. —
		<u>\$ 3150. 6</u>

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Schedule D.

Showing Cash Sales of Coal by Kelley & Co.

1860.

May	30	32370. lbs		Sold for	\$90 71
June	16	303,800 "	Blossburgh I. C. & R.		630. 39
"	30	61,647 "	(for note taken as cash by C. Bull)	Sold for	180. 61
July	31	379 422 "		"	871 99
"	"	20,000. "	Lehigh	"	68.00.
Augt	31	164 840 "	Blossburgh	"	396 85
"	"	2,000. "	Lehigh	"	7.50.
"	"	50,000. "	Lackawanna	"	150. 120
Sept	29	139,787 "	Blossburgh	"	399. 24.
"	"	337 805. "	Lackawanna	"	899. 34.
"	"	35,019 "	Lehigh	"	116. 35
"	"	336,000. "	do N. D. Bouton	"	1012. 50.
"	"	100,000. "	(for note taken as cash by C. Bull)	"	237. 50
"	"	100,000. "	Blossburgh N. D. Bouton	"	
Oct	6	13,000. "	Blossburgh	"	46 00
99 7 - 1690					
Jan 1897 1690					
2000					
					\$ 5097. 32

Paid to C. Bull as per Schedule C.

3150. 6

Balance

\$ 1947. 26.

From this balance deduct
Expenses as shown in detail
on the next page.

Net Balance

543. 16

\$ 1404. 10

Detailed account of Expenses

1860

May 31	Cartage acct on Blooming Coal	\$12 92
June 30.	" " do	18. 53
July 31	" " do	111 49
" "	" " Lehigh "	4 25
Augt 31	" " Blooming "	17. 64
" "	" " Lackawana "	40. 20
" "	" " Lehigh "	25
Sept 29	" " Lackawana "	15. 54
" "	" " Blooming	32. 34
" "	" " Lehigh	27. 93
" "	Wharfing & discharging Coal.	234. 12
Augt 31	Freight on Lackawana ^{or bill} Coal	115. 75
Sept 29	do on Lehigh	11. 54
Oct 6	R J Stuntz (Book Keeper) Wages. from 17 April 1860 to date	143. 3
" "	James Flemmings Services do	57-
" "	Cartage on 13,000 lbs Blooming	1. 63
	Total Expenses.	<u>\$843. 16.</u>

And afterwards to wit. on the said Eleventh day of October. in the year of our Lord one Thousand Eight hundred. and fifty. there issued out of the clerk's office of the said Superior Court of Chicago the Proper Writ. of Summons. which with the Sheriff's return thereon is in Writ. and figures following to wit.

State of Illinois }
County of Cook } ss

The People
of the State of Illinois to the Sheriff
of said County, Greeting.

We Command you that you summon
Jughe Maher, and Edward Kelley
if they shall be found in your County.
personally to and appear before the
Superior Court of Chicago of said County
of Cook on the first day of the next
term thereof to be holden at the Court
House in the City of Chicago in said
County on the first Monday of November
next. to answer unto Goodallader &
Bull in his certain Bill of Complaint.

filed in the said Court on the Chancery
side thereof.

And have you then and then
the Writ with an endorsement thereon
in what manner you shall have ex-
ecuted the same.

E. L. B.

Witness Walter Shinnball clerk
of our said Court and the seal
thereof at Chicago aforesaid this
11th day of October A.D. 1860.

Walter Shinnball clerk

Served this Writ on the within named
Defendants by delivering a copy thereof
to them.

John Gray Sheriff.
By George Anderson Deputy.

And afterwards to wit. on the nineteenth day of October in the year aforesaid. the same being one of the days of the October Term of said Court. the following among other proceedings were had, and entered of record in said Court to wit.

Cadwalader Bull	}	Bill for Inj.
vs Hugh Maher and		
Edward Stelley		

On reading and filing Complainant's Bill of Complaint in said Cause. and on Motion of Henry Anthony & Co. Complainant's Solicitors. It is ordered that a Writ of Injunction issue ~~as~~ and prayed for in the said Bill of Complaint on Complainant's filing bond with of as security in penalty Dollars.

And afterwards, T^out. on the day and
 year last of aⁱs aⁱd. there is put out
 of the Clerk's office of the said ^{County} People's
 List of Imposition which, with
 the Sheriff's return. is in W^ord, and the
 figures following to W^ord,

State of Illinois
Cook County. } ss

The People of the
State of Illinois.

To Edward Kelley
& Hugh Maher. and to your Attorneys,
Solicitors, Agents, and Servants and to each
and every of them.

Greeting.

Whereas, It hath been represented to the
Honorable John M. Wilson one of the
Judges of the Supreme Court of Illinois,
in said County and State aforesaid, in
the said of said said Bull. Com-
plainant in his certain bill of Complaint
exhibited before said Judge, and filed
in said Court, against you the said
Edward Kelley & Hugh Maher, to be
relieved touching the matters & things therein
complained of. In which said Bill
It is stated among other things that
you are continuing, and conspiring
with others to injure the Complainant
touching the matter set forth in said
Bill, and that your acts and doings

in the premises are contrary to equity
and good conscience

And the said Judge hav-
ing under his hand and seal upon said
bill an order that a Writ of Injunction
issue out of said Court, according to
the prayer of said Bill

(We therefore in con-
sideration thereof and of the particular^{matters} in
said Bill set forth do strictly Command
you the said Edward Shelley & Hugh
Malin and the persons before mentioned
and each and every of you, that you do
absolutely desist and refrain from
selling any of the goods which they
have on hand or in their possession
belonging to the said late Walter de
Bull or Shelley & Co or any goods in their
possession, or from collecting or receiving
the partnership debts, claims & demands
belonging to the said partnership of
Shelley & Co or collecting or receiving any
monies belonging to said partnership
of Shelley & Co aforesaid until this
Honorable Court in Chancery sitting
shall make other order to the contrary.
And if fail not under the penalty of
what the direct. To the Sheriff of said

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County. to execute, and return in due form of law
 (Witness Walter Shinnall clerk
 of our said Court. and the seal thereof
 at Chicago in said County this
 19th day of October A.D. 1860

E. L. D.

Walter Shinnall
 Clerk

Served this Writ on the within named
 Edward Sherry & Hugh Maher by de-
 livering a copy thereof to them, the
 20th day of October 1860

John Gray Sheriff
 By Ira Snow Deputy,

And afterwards to Wit on Tuesday sixth
 day of October, in the year last of a
 said, Edward Kelley, and Hugh Mahu
 by, W. H. Drummond their solicitor filed
 in said Clerk's office of the said Court
 their certain answer, which is in words
 and figures following to wit,

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Cadwalader Bull
vs.
Edward Kelley and
Hugh Maher

Superior Court of
Chicago
In Chancery.

The joint and several
answer of Edward Kelley and Hugh Maher
Defendants to the Bill of Complaint of
Cadwalader Bull Complainant.

These Defendants saving and reserving
to themselves all right of exception to the
said bill of Complaint for answer thereto
say. That they admit the formation of a
limited copartnership on or about the sixth
day of April in the year eighteen hundred
and eighty between these defendants, and
the said Complainant, on substantially as set
forth in Complainant's bill of Complaint
and that the articles of agreement a copy
of which is to the said bill of Complaint
prescribed the terms and conditions on
which such limited copartnership was
to be managed, and conducted; and these
defendants further answering admit that
the business of the copartnership was
conducted in accordance with the terms of said

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articles of agreement entered upon and
carried on by the parties thereto up to and
until refusal and failure on the part of
the said Complainant to comply with and
perform his part of the covenants of said articles
of agreement.

And these Defendants further
answering say that they admit that sub-
sequently, that is to say, on the sixth
day of September eighteen hundred and
sixty, an additional and supplementary
article to the said articles of agreement
was made, and adopted as part of said
original articles by the parties thereto,
as set forth in the said Bill of Complaint.

And these Defendants further answering
admit that there has been received by
them at Chicago from the said Com-
plainant at Sunday times from the eighth
day of May till, and including the twenty
ninth day of September last divers quantities
of coal amounting in the aggregate as
entered in the books of the said special
partnership to one thousand five hundred &
twenty ⁴⁰⁵/₁₀₀₀ tons charged in by said
Complainant at the sum of \$1879.41. but
these defendants do not know, and therefore
do not admit, that the said sum was

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the cost price at Buffalo N. Y. of the
coal so received. And these defendants
further answering admit that in the regular
course of their business they have sold of
the coal so forwarded to them a part thereof
for which they have received the sum of
\$3107 93. and that a further quantity of
said coal has been sold, the payment for
which is still outstanding uncollected.

And these defendants further answering
say that they did at all times pay to
the said Complainant the proportion
of proceeds of sales of the said coal as
they were received in the manner provided
for by said articles of agreement, until
the time of the failure, and refusal of
the said Complainant further to supply
coal according to agreement, and these
Defendants further answering admit that
the amount of coal furnished by the said
Complainant were according to the state-
ment set forth in Exhibit "B" appended
to Complainant's bill as to dates and quan-
tities, except as to the last two items of
receipt on September 29 which instead
142 & 98 tons respectively, ought to be 129^{7/8} &
95^{0/8} respectively, and these Defendants
further answering admit the payments

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to the said Complainant of the sum
of \$3150.⁵⁰/₁₀₀ as set forth in Exhibit C.
appended to said bill, and also admit
the correctness of contingent expenses
in and about the transactions of said
limited partnership as set forth in
paper marked, "Detailed account of Expenses"
appended to said Bill so far as such
account reaches, but deny the truth or
correctness of the allegations in said bill
that a balance of \$1104. is the balance
due from these defendants to the said
Complainant.

And these Defendants further
answering say that since the 29th day
of September last, the said Complainant
although often requested has wholly
neglected & refused to furnish Coal under
the terms of the articles of agreement aforesaid
to the great injury of these Defendants
and to the utter loss of all the advantages
which they reasonably expected to derive
by the formation of the limited copartnership
aforesaid, and to their actual and direct
damage, therefore these defendants have
declined to pay any more money to the
said Complainant since the second
day of October last on which day these

defendants paid said complainant the sum of \$1450. And these defendants further answering deny that they have converted, to their own use, any monies legally equitably due and owing to the said complainant but instead thereof that they have sustained great loss and injury by the failure on the part of the said complainant to comply with the terms of the said agreement.

And these defendants further answering say that until the aforesaid failure, and default on the part of the said complainant, they complied in all respects with said articles of agreement furnishing statements of the condition of said business and that the books of the concern were in the charge of the clerks employed by the said complainant, and at all times open to the inspection of the said complainant, did authorize and employ his brother as his agent who did inspect and examine the books of the said Co-partnership during the continuance thereof, and that the said complainant was in Chicago, on or about the 5th day of October last past at which time he had free, and unrestricted access to and did personally, and with the

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assistance of the said clerk who had been
employed & was to be paid by said Com-
plainant; thoroughly examine and inspect
said books of account without let or
hindrance on the part of these defendants
or either of them. And this Defendant,
the said Selley denies that he ever directed
the said clerk or book keeper, not to pre-
pare monthly statements, for the purpose
of keeping said Complainant in ignorance
of the business until after the commence-
ment of suit by Complainant against
said Defendants but that until such
failure and refusal, and until commen-
cement of said suit the Complainant
and his agent had free and unrestricted
access to and was kept always advised
of the condition of said books of account
that no obstacle was offered to the ex-
amination of said books by said Complain-
ant is sufficiently proved by the different
statements he has appended as exhibits
to his bill of Complaint which were copies,
but these defendants deny were correctly
copied from books of account, And these
Defendants further answering deny that
they have ever drawn any money out of
funds of the said limited partnership

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other than what they were authorized
to draw under the articles of agreement;
foresaid, and these defendants further
answering say that large profits and
gains might have been realized out of
the sale of Coals under the said articles
of agreement creating said limited part-
nership, but allege that such profits and
gains have been cut off and lost by the
refusal and neglect of the said Complain-
ant to comply with his part of said agree-
ment; and that these defendants have been
damnified, and sustained loss through
and in consequence of such neglect
and refusal to the amount of at least
Ten thousand Dollars, and these defend-
ants further answering affirm that the
said Complainant up to and until the
time of his breach of the articles of
agreement aforesaid, did receive all
that he was legally entitled to under
the same, both as to price of coal fur-
nished, and the profits on sales of the
same. And these Defendants further
answering say that they have no know-
ledge of the condition of the Complainant's
general business, and therefore can neither
admit or deny the apprehensions of

ruin, in which said Complainant[~]
indulges, but they affirm, that such apprehensions are the result of said Complainant's alleged breach of the Contract not in any way chargeable to these defendants.

And these defendants deny all unlawful combination and confederacy, without this, that there is any other matter cause or thing, in the said Complainant's bill of Complaint contained, material or necessary for these defendants, or either of them to make answer unto, and not herein, and hereby well and sufficiently answered, confessed, traversed and avoided or denied, in true to the knowledge or belief of these Defendants, or either of them, all which matters and things these Defendants are ready and willing to aver maintain and prove, as this honorable Court shall direct and humbly pray to be hence dismisped with their reasonable costs & charges in this behalf most wrongfully sustained.

W. H. Hammond
Defts Sol.

Edward Stolley
Hugh Maher

And afterwards this on the day and year of our said the said Hugh Maher and Edward Stolley filed in said Court. After their certain affidavit which is in words and figures following to wit:

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Superior Court of Chicago
In Chicago.

Carwallada Bull
vs
Edward Kelley and
Hugh Maher defts

State of Illinois Cook County, ss.

Edward Kelley and
Hugh Maher the above named defendants
of the State and County, after being duly
sworn doth each for himself depose and
say that a Bill of Complaint has been
filed by the above named Carwallada
Bull as complainant in the said Superior
Court of Chicago in Chancery against these
defendants and a writ of injunction there-
upon issued in and by which said writ
these deponents are strictly commanded
absolutely to desist and refrain from selling
any of the real which they have on
hand or in their possession belonging to
the said Carwallada Bull or Kelleys &
or any real in their possession, or from
collecting or receiving the partnership
debts claims and demands belonging to
the said partnership of Kelleys & collect-
ing or receiving any monies belonging
to said partnership of Kelleys & associate

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And these deponents further say, that they
have made answer to said Bill of Com-
plaint, & have filed the same in the clerk's
office in said Court simultaneously with
the filing of this affidavit to which answer
and the contents thereof, reference is hereby
made. and these deponents further say, that
the statements and allegations set forth, and
recited in their said answer are true, accord-
ing to the best knowledge, information and
belief of these deponents. And these deponents
further say that the terms of the partnership
mentioned and referred to in said Bill of
Complaint and said answer, were entered
into and faithfully kept and performed
by the deponents, until the failure, and
refusal of the said Bull to furnish and
supply coal in conformity with the terms
and conditions of the said articles of agree-
ment and limited partnership, a copy
of said articles are appended to said
Bill of Complaint, and reference thereto
made. that in consequence of the said
failure and refusal of the said Bull these
deponents suffered great loss and inconve-
nience and most of the advantage they
might have derived from the formation
of the partnership. And these deponents

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further say, that they believe they have
been damaged by the said failure, and
refusal to the amount of ten thousand
Dollars and upwards. And these deponents
further say that besides the business conducted
under the name of the limited partnership
aforesaid they are jointly, largely engaged
in the coal business, and have constantly
on hand, and are in receipt of large quantities
of coal which latter department of their
business is also carried on, and conducted
under the name, and firm style of Kelley
& Co. but with which department the said
Bull has no interest concern, or share whatever
that the said Writ of Injunction by its terms
extends not only to the coal which they
have in jointly with the said Bull, but
also, ^{all} the coal held by them under the
firm style of Kelley & Co. and thereby (as they
truly believe unjustly) the said injunction
imposes great trouble and embarrassment and
hinders on their deponents in the transaction of
their legitimate business, the language
of the said injunction in general terms apply-
ing to all the coal in the possession of
Kelley & Co. And these deponents further
say that they have at all times been
ready and willing to make a just and

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equitable adjustment of all their transactions
with the said Bull. and that any interruption &
that has occurred between these deponents, and
the said Bull in the transactions of said busi-
ness have been through the failure and refusal of
the said Bull as aforesaid. that they these deponents
are residents of Chicago Cook County of said
and are as they believe of sufficient pecuniary ability
to respond to any decree which may be made
against them. And these deponents further
say that the said Bull is not a resident of this
state, nor has any property or effects liable to
execution or decree within this state, but
that the said Bull is a resident of the state
of New York, and it as these deponents are
informed and believe irresponsible for any
damages that may be decreed against him
subscribed and sworn to

before me by Edward Kelley Edward Kelley
and Hugh Mahan this 25th Hugh Mahan
day of October A.D. 1860.

Samuel Straus

Notary Public

And afterwards to Wit. on the day and year
aforesaid, the said Edward Kelley, and
Hugh Mahan, by W W Drummond their soli-
citor filed in said Clerk's office of said Court
their motion, which is in words and figures
following to Wit:

In the Superior Court of Chicago
In Chancery

Cadwalader Bull.
Compt.

vs.
Edward Kelley
Hugh Mahan Defts

On reading and
filing the answer and affidavits of the
said Defendants the said Defendants
by W W Drummond - their solicitor, move the
Court here to dissolve the injunction her-
etofore issued, in the above entitled cause, and
for such further order as to said Court
may seem just and equitable.

And afterward to Wit. on the Fifth
 day of December in the year of our said
 the said complainant had walladen
 Bull, ^{by Henry Smith & Co. his solicitors} filed in said clerk's office of said
 Court. his replication. Which is in
 Words and figures following to Wit,

The Replication of Carwalladen Bull.
Complainant to the answer of Hugh
Maher. and Edward Kelley Defendants

This replicant saving and reserving
unto himself all and all manner of ad-
vantage of exception to the manifold in-
sufficiencies of the said answer, for repli-
cation hereunto saith that he will avow
and prove his said Bill to be true, certain
and sufficient in the law to be answered unto
and that the said answer of the said Defend-
ant, is uncertain untrue and insufficient
to be replied unto by this replicant, without
this that any other matter or thing material
in the said answer contained, material or ef-
fectual in the law to be replied unto confessed
and avowed traversed or denied is true All
which matters and things, this replicant is
and will be ready to avow, and prove as
this Honorable Court shall direct and hum-
bly prays as in and by his said Bill he hath
already prayed.

Henry Anthony Esq.
Sols for Compl't.

And Afterwards To wit on Eighteenth day
of December in the year aforesaid, the
said Lord Wallader Bull. filed in said
clerk's office, of said Court an affidavit
made by Robert L. Hunt. Which is in
Words, and figures following To wit,

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Cadwallader Bull
 vs
 Edward Kelley
 Hugh Maher

In Chancery.

State of Illinois }
 Cook County. } ss.

Robert J. Hunt.

of said County and state being first duly
 sworn deposes and says that he is well
 acquainted with Cadwallader Bull the plaintiff
 in the above entitled suit, and also well acquai-
 nted with said Edward Kelley and Hugh
 Maher the defendants in the above suit.

This defendant further saith that he
 has been in the employ of Cadwallader
 Bull since the 17th day of April 1840. and
 up to the 5th day of October 1840. and since
 that time has been in the same office and
 been in the employ of Edward Kelley and
 Hugh Maher. This deponent further saith
 that he knows when the Writ of Injunc-
 tion issued in the above entitled suit in
 behalf of said Cadwallader Bull, and
 against said Kelley & Maher. This deponent
 further saith that at the time when said
 Writ of Injunction issued, and at the

time when the same was served on said Kelley and Maher. That said Kelley & Maher had in their possession a quantity of coal belonging to the said Bull, ^{to wit} ~~about~~ about fifty or one hundred tons. That after said Writ of Injunction had been served upon said Kelley & Maher that they proceeded to sell a considerable portion of said coal amounting to at least to five hundred & Dollars. This deponent further saith that said coal was sold after the injunction Writ had been served upon said Kelley & Maher, and in violation of said Writ of Injunction.

This deponent further saith that said Kelley & Maher are now selling said coal to various persons and to any one who may desire to purchase, in the same way and manner, that they did before, the said Writ of Injunction herein issued in this case.

This deponent further saith that said Maher & Kelley since the service of the Writ of Injunction in this case upon them that they have sold coal belonging to said & lead wallada Bull which was in their possession to various persons to the

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personal knowledge of this deponent,
both in large and small quantities
subscribed and sworn to
before me the 30th day of R. J. Hunt.
December 1860,
Walter Kimball clerk

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

Leadwall and Bull

^{vs}
Hugh Maher and Bill.
Edward Kelley

on reading and filing
the affidavit of Robert Hunt in which
it is stated that said Edward Kelley and

said Hugh Maher the said defend-
ants, had been guilty of violating the
Injunction heretofore issued in this cause
& on motion of Henry Anthony Esq.,
Solicitor for Complainant, it is ordered
that the Defendants, Edward Kelley and
Hugh Maher, show cause, by Friday
Morning the 21st inst. why an Attach-
ment should not issue against them
and they be punished for their alleged
Contempt in violating the injunction is-
sued in this cause. & it is further ordered
that a copy of this order be served upon
said Edward Kelley and Hugh Maher.

And Afterwards to Wit, on the seventh day of
January in the year of our Lord one Thousand
Eight Hundred and Sixty one. the said Ed-
ward Kelley. Bull by Henry Anthony Esq. his
Solicitor, filed in said Clerk's Office of said
Court, certain interrogatories which are
in Words and figures following to Wit,

The Superior Court of Chicago
 In Chancery
 Cadwallader Bull & Complainant
 vs
 Edward Kelley and
 Hugh Maher. } Defendants.

Interrogatories to be exhibited
 on the part of the Complainant for the
 separate examination of Edward Kelley
 and Hugh Maher the Defendants in
 the above cause on the charge of dis-
 obeying the injunction heretofore issued
 in the above cause.

First Interrogatory. Did you or either of
 you or any firm of which either of you
 were a member, receive a lot of coal
 from the said Complainant for sale
 on or about the twenty ninth day of
 September 1860. by the schooner "Yankee
 Blade" or by any other vessel. If you
 pay did state what amount you re-
 ceived about that time from said Com-
 plainant, and if of different times what
 amount of each time.

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Second Interrogatory. If you say that you or either of you, or any firm of which you were a member received any coal from said complainant for sale or about the 29th of September 1860 by the schooner Yankee Blade or any other vessel state what amount you had on hand of said cargo of coal when the injunction in the above cause was served on you & if there were different kinds in said cargo, state what quantity of each kind you had on hand when the injunction was so served on you

Third Interrogatory. Had you or either of you or any firm of which you or either of you were a member any coal in your possession, or under your control when the injunction in said cause was served on you and each of you belonging to the said complainant or in which said complainant claimed the property or in which he had an interest or claimed an interest? If you say you had state the amount of the different kinds, and the amount of each kind, and how much of said coal you now have on hand.

Fourth Interrogatory. Did you or either of you or any firm of which you were a member, or any person in your employ sell any coal belonging to said Complainant, or of which Complainant claimed the ownership, or in which said Complainant had an interest or claimed to have an interest since the service of the injunction in the above cause on you and each of you?

Fifth Interrogatory. Did you or either of you or any firm of which you were a member, or any person in your employ receive any money, or collect or settle any debts since the service of said injunction on you and each of you, said money being due from debts due by the sale of coal prior to the service of said injunction in which said coal so sold and the money so collected the said Complainant had an interest, or claimed to have an interest?

Sixth Interrogatory. Did not you or some firm of which you were a member or some one in your employ since the service of said injunction on you and each of

you sell to Messrs. Thorp & Deville of Chicago some "lump lighthouse coal" which belonged to said complainant, or which said complainant claimed or had an interest or claimed to have an interest on the 31st of October 1860. 29th 30th 31st and 23rd of same month and at other times?

Seventh Interrogatory. Didnt you or some firm of which you were a member or some one in your employ since the service of said injunction on you and each of you about December 17th 1860. Sell to William Peters of Peoria Illinois ten tons of Lighthouse coal at eight dollars a ton which belonged to said complainant or which said complainant claimed or had an interest or claimed to have an interest? and didnt you or your firm, or some one in your employ or about the 22 of December 1860 receive eighty five Dollars from said Wm. Peters on the coal so sold to him?

Eighth Interrogatory. Didnt you or some firm of which you were a member or some one in your employ since the service of said injunction on you and each of you in or about November the

29th 1840. sell to one John Johnson of Miles Michigan a lot of lump Lehigh Coal about 1480 pounds at \$11 a ton, which belonged to the said complainant a which complainant claimed or in which he had an interest or claimed to have an interest, and receive on the same day or about that time the sum of nine Dollars and twenty five cents for the coal so sold to said Johnson.

Smith Interrogatory, Didnt you or some firm of which you were a member or some one in your employ since the service of the said injunction on you and each of you on or about the 29th of November 1840. sell to one J. J. Daverton of Chicago a lot of lump Lehigh Coal about 3700 pounds which belonged to said complainant, a which complainant claimed or in which he had an interest or claimed to have an interest and receive on or about the 5th of December 1840. the sum of eleven Dollars for the coal so sold to the said Daverton.

Dersh Interrogatory, Didnt you or some firm of which you were a member or some one in your employ since the service

of said injunction on you and each
of you, on or about November 10th 1860
sell to one B. N. Spunkle 3 ⁵⁰/₁₀₀ tons Schuyl-
kill coal which belonged to said complam-
ant or which complainant claims to or
in which he had an interest a claim to
to have an interest, and receive about
that time or at any other time since the
service of said injunction the sum of 4
twenty six dollars for the coal so sold to
said Spunkle.

Eleventh Interrogatory, Didnt you or
some firm of which you were a member
or some one in your employ since the
service of said injunction on you and
each of you on or about the 12th of
November 1860 receive from Messrs Throop
& Deville of Chicago the sum of one
thousand and fifty five Dollars on
account of coal sold to said Messrs
Throop & Deville in which said coal
and the proceeds thereof, the said compl-
amant Bull has an interest a claim to
to have an interest.

Twelfth Interrogatory, Was not the Schuyl-
kill coal which you sold to said Throop

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+ Pearlle William Peter John Johnson
J O Pabenton, and B. N. Spencer, at
the time and the quantity above mentioned
some of the local. Which the said Com-
plainant, Bull sent to you or your firm
by the Schoona Yankee Blade, for
sale.

Thirteenth Interrogatory, Did you or
some firm of which you were a member
or some one in your employ since the
service of said injunction on you receive
"Range" local which was sent to you or
your firm by the said Schoona "Yankee
Blade" at or about the time aforesaid, along
with the Lehigh local, by said Complain-
ant Bull, and which said Bull owned
a claim to own or had an interest or claimed
to have an interest,

Fourteenth Interrogatory, Had you or any
firm of which you were a member any
local on hand when the said writ of in-
junction was served on you and each of
you, if you say you had state what
amount you had on hand, at that time,
what value, and how much of each kind,
whether you have sold any of the local
you had on hand when the injunction

was so sent. since the service of said injunction, if you say you have state to whom you sold it, and what amounts to each person.

Twelfth Interrogatory. Are you a partner of you, or any firm of which you were or are a member, or any one in your employ since the service of said injunction on you collected or settled any debt due to the firm of Kelley & Co in which said complainant had any interest or claimed to have an interest. if you say you have state what persons you collected from and what amounts from each.

Henry Anthony & Coet.
 Solicitors for Complainant.

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And afterwards to wit, on the, Fifteenth day
of January in the year last aforesaid, the
same being one of the days of January
Term of said Court. the following among
other proceedings were had, and entered of
record in said Court, to wit,

Radwallader Bull, }
vs. } Bill
Hugh Maher. and
Edward Hilley.

And now again comes the
said complaint and by Henry Anthony &
Gaet. his solicitors, and on their motion it
is ordered that the said Defendants put in
their several answers to the interrogatories
heretofore filed in this cause on the 5th
day of January 1861, in the matter of the
proceeding against the said Defendants,
for an alleged contempt in violating the
Injunction heretofore issued herein
within five days from this day.

And afterwards to wit, on the Twenty
first day of January in the year last
aforesaid the said Edward Kelley and
Hugh Maher by W. W. Drummond their
solicitor filed in said Clerk's office of
said Court, the affidavits of Edward
Kelley, James Roberts, and Nathaniel P.
Payne which are in Wnds. and figures
following to wit.

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State of Illinois }
County of Cook }^{ss.} Superior Court of Chicago

Ladwallader Bull
vs
Edward Kelley and
Hugh Maher } In Chancery.

Edward Kelley being
first duly sworn on oath saith that he
is one of the Defendants in the above entitled
suit. The affiant further saith that he
knows when the injunction issued from
the Court in this cause, and that he has
not "been guilty of disobedience to and
breach of the said injunction" in any &
manner either in spirit or letter, the affi-
ant further saith that he is a member of
the firm of Kelley & Co. (of which said firm
Hugh Maher, Ladwallader Bull, and
copartners with the affiant) did on the
second (2nd) day of October A.D. 1840. sell
and deliver to James Roberts about three
hundred & fifty (350) tons of anthracite
coal, which said coal was all the
coal then on or in the yard of Kelley
& Co. in Chicago or else where of which
the affiant had any knowledge or informa-
tion or control as furnished by the said

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leadwallader Bull. This affiant saith
further that he took the promissory note
of said Roberts. in good faith for said local
for the sum of two thousand and six hun-
dred dollars on thirty days time payable to
this affiant or his order.

This affiant further
saith that he has not since the said second
day of October as aforesaid sold to any
person whatever any local of any kind or
description belonging to the said leadwal-
lader Bull or in which he was or is in
any wise interested, that the said Bull
has not delivered to this affiant and his
co Defendant Maher. or either of them any
local of any kind since the said second
day of October as aforesaid.

This affiant further saith that by the
express arrangement between this affiant
& his co Defendant Maher it became the
duty & was the part of this affiant to attend
exclusively to the sale of locals, and that
he does not know that the said Maher
sold at any time to any person or persons
whatever any of the local that was at any
time furnished by said Bull in pursuance
to the articles of agreement between said
Bull and these Defendants. but this

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affiant further saith, that as all the
coal was sold before the injunction herein
issued that had been furnished by said
Bull, that neither this affiant or said
Maher violated said injunction

This affiant further saith all the coal
which he has sold since the issuing of
the injunction in this cause, was the
property of other parties than the said
Bull, and that nearly all of the coal
by him sold since the issuing of the said
injunction was the property of Crawford
Leop & Co. of Cleveland Ohio, with whom
& for whom this affiant has been selling
coal under the name, and style of "Kelley
& Co." but this affiant positively avers that
he has not sold to any person at any
time any quantity whatever of the coal
of said Bull neither has he had any con-
trol of any coal in any way belong-
ing to the said Bull since the issuing of the
injunction herein. And further this affiant
saith not.

Subscribed, sworn to before Edward Kelley
on the 5th day of January A.D. 1861.

Joel Gunley Notary Public in and for the City
of Chicago County of Cook, & State of
Illinois,

State of Illinois }
County of Cook }

Superior Court of
Chicago

Carrollader Bull
vs
Edward Kelley &
Hugh Maher

In Chancery.

James Roberts of
Cook County and State of Illinois being
first duly sworn saith, that he is a
dealer in wood and fuel generally in
the City of Chicago affiant further
saith that on or about the second day
of October last past he bot of Edward
Kelley of the firm of Kelleys & Co a pile
of anthracite coal supposed to contain
about three hundred and fifty tons for
which this affiant gave in good faith
his note on thirty days time to said
Kelley for said coal that this affiant
received the said coal in the City of
Chicago on the part of Kelleys & Co.
This affiant further saith, that after he
made the purchase of said coal he
authorized the said Kelley in writing in
good faith to sell the said coal, and
account to this affiant for the proceeds

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of the same. until this affiant should
dict otherwise, but affiant avers that
the transaction was made in good faith
and with a view to make money by the
transaction. This affiant further saith
that at the time when he purchased the
coal as aforesaid, he knew nothing
of the controversy or of any supposed
litigation between the parties to this
suit, nor has he been at any time a party
either directly or indirectly to the suits
between the said Bull and said Kelley
and Maher. He does he know anything
of his own knowledge, about the subject
matter of this suit. This affiant does
not now know how much of said coal
has been sold, but this affiant claims to
own and in good faith does own all that
now remains of any of said coal, and has
since the said second day of October aforesaid
and all the profits arising therefrom save
commissions on sales by said Kelley and fu-
ther saith not.

Subscribed and sworn to James Roberts.
before me this 5th day of
January 1861.

J. H. Gurley Notary Public, in and for the city of
Chicago County of Cook & State of Illinois.

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State of Illinois }
County of Cook } ss. Superior Court of Chicago

Edward & Alexander Bull
vs
Edward Kelley and
Hugh Maher } In Chancery

Nathan P. Payne being
first duly sworn on oath, deposes that he is well
acquainted with the firm Crawford & Payne
of Cleveland Ohio, and of each member of
said firm. affiant knows that said firm of
Crawford & Payne forwarded from Cleveland
Ohio during the summer, and autumn of
1860 various large lots of various kinds of Coal
to Edward Kelley & Hugh Maher of Chicago
Illinois for sale by Kelley & Co of said Chicago
that affiant is now in possession of said
Coal which remains unsold in Chicago
on the yard of Kelley & Co as agent of
said Crawford & Payne. affiant is
also acquainted with Edward Kelley one
of the Defendants in this suit and knows
that the Coal furnished by Crawford & Payne
& Co was furnished by them for to be sold
by Kelley & Co on commission in said.

Chicago.

And further said

Subscribed and sworn to
before me this 18th day
of January 1861.

Samuel Shans.

Notary Public

Nathan P. Payne

And afterwards, To wit on the Twenty third
day of January in the year last aforesaid
the said Hugh Mahan and Edward Kelley,
by W. W. Drummond their solicitor filed in
said clerk's office of said Court, the separate
answers of said Hugh Mahan and Edward
Kelley to interrogatories, and also the affidavits
of James Fleming and Robert J. Stunt.
which answers and affidavits are in words
and figures following to wit,

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State of Illinois } In the Superior
County of Cook } Court of Chicago

Goodall and Bull
vs
Hugh Maher &
Edward Kelley

In Chancery

The separate answer of Hugh Maher
to the several interrogatories heretofore
filed in this cause wherein the said
Defendants have been attacked to show
cause why they should not be punished
for contempt in violating an injunction
issued out of this Court in said suit in
favor of said plaintiff and against said
Defendants.

1 To the first Interrogatory, This respondent
answering said, that of his own knowl-
edge he does not know whether the
Defendants herein received a lot of coal
from the Complainant for sale on or
about the 29th day of September 1860, by
the schooner "Yankee Blade" but from
information and belief respondent says
the Defendants did receive from the

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Complainant, for sale on or about
the 29th day of September A.P. 1860, a
lot of local but of what kind or of
what quality the respondent does
not know, neither does he know how
much of any one kind of local
was received.

2nd. In the second Interrogatory, Respondent
says, that he was informed by his co-defen-
dant Kelley that all the local received
by Defendants from complainant had
been sold, by said Kelley on or about
the third day of October 1860 to one
James Roberts, respondent does not
know whether there was any local
on hand at the time said Injunction
was issued that had been received
from complainant, but from informa-
tion and belief there was ^{none} ~~some~~ on
hand that had not been sold, several
days before the Injunction issued and
before it was served on the Respondent.
Respondent does not know nor does
he know nor cannot answer as to the different
quantities or quantities of local received
from said Compt.

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To the Third Interrogatory Respondent says that he does not know whether defendants or either of them, or any firm of which defendants are members "had any" local in their possession or under their control, when the injunction in said cause, was served belonging to the said complainant or in which said complainant claimed property or in which complainant claimed an interest, but from information which the Respondent derived from his co-defendant Kelley, this respondent believes that said Kelley had sold all the local in which complainant ever had any claim or interest before the injunction was issued or served, that there was no local on hand at the time said injunction was served, that complainant has a right to claim, that respondent does not know what complainant did claim, but respondent says that nearly all the local in the possession of or under the control of the defendants was the property of and belonged to Samuel Crawford and W. C. Crop and Henry B. Payne of Cleveland Ohio, and that said local so owned by Crawford Crop & Co. never was the property of said complainant at.

any time whatever,

4th To the fourth Interrogatory, Respondent says that he did not sell any local belonging to the said Complainant of which Complainant claimed the ownership or in which said Complainant had an interest or claimed to have an interest since the service of this injunction neither did any person for the Respondent or any firm of which Respondent is a member or any person in employ of Respondent sell any local of said Complainant since the injunction was served to the knowledge of the Respondent

5th To the fifth Interrogatory, Respondent says that he did not receive any money or collect or settle any debts since the service of said injunction on the Respondent which was due from a debt due by the sale of local prior to the service of said injunction, in which said local so sold, and the money received the said Complainant had an interest or claimed to have an interest, neither did any other person for the Respondent or any firm of which he was

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a member to the knowledge of this Respondent.

6. In the sixth Interrogatory, Respondent saith that he did not, nor did any firm of which he was a member, or any person in his employ to the knowledge of this respondent "since the service of said Injunction sell to Messrs Thrope & Deville of Chicago some Lump Lignite Coal which belonged to said Complainant or which said Complainant claimed or had an interest, or claimed to have an interest, on the 31st of Oct 1860 29th 26th 25th and 23rd of same month and at other times" but this respondent says that he gave an order to one J. Eastman sometime last summer, on Kelley & Co. for a lot of coal which this respondent is informed and believes was transferred to Messrs Thrope & Deville by said Eastman and by Kelley & Co. delivered to Messrs Thrope & Deville & charged to this respondent in his Bill rendered by Kelley & Co. on or about the 10th day of October 1860. and by this respondent accounted to and charged for at the time of said a/c. and before the injunction herein issued, and before this

respondent had notice of this suit,

7th To the seventh Interrogatory, Respondent answering said that he did not nor did any firm of which he was a member or any person in his employ since the service of the said injunction "about December 17th 1860. sell to William Peters of Nova Illinois Saw Logs of Larch & Coas at eight Dollars a ton which belonged to said complainant or in which said complainant had an interest or claimed to have an interest nor did any respondent, or any firm of which he is a member or any one in his employ on or about December 22 1860 receive eighty five dollars from said Peters for the Coas so sold to the knowledge or belief of this Respondent but Respondent states that he has no knowledge or information on the subject. therefore cannot say whether the Coas was so sold or money received by said Kelley or any firm of which respondent is or was a member.

8th To the eighth Interrogatory, Respondent answering said that he did not since

the service of said injunction on him
and on or about November 28, 1860. sell
to John Johnson of Piles Michigan a
lot of lump Schlegel coal about 1150
pounds at \$11 per ton. Respondent further
answering said, that he has no knowledge
as to the subject matter of the eighth inter-
rogatory. by said complainant therefore
he cannot answer further than to say that
he has not sold any coal of any kind
he has not collected any debt, nor has
not authorized any one else so to do in
any matter or manner, wherein said
complainant had any interest whatever
but studiously endeavored to abide by the
mandate of said injunction and had
nothing to do with the coal in any
way whatever or the sales of any of the coal
the same by the duty and business of his
co defendant Kelley

9. To the ninth Interrogatory. This respondent
says: that he begs leave to answer the
same in the same manner that he
has the 8th interrogatory that the
same is true of the ninth as in the
8th Interrogatory, and of which respon-
dent is wholly ignorant.

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10. 11. 12 & 13.

To tenth, eleventh, twelfth, & thirteenth
Interrogatories, Respondent answering
surt that he knows nothing in relation
thereto, and therefore can neither admit
nor deny the same, but begs leave to
say again that it was no part of his
duty to sell the coal, keep the books
collect the debts pay the Bills of said
firm but it was the duty of his Co-defend-
ant Kelley who informed this respond-
ent several days before this injunction
was served that the Lehigh coal which
had been received from complainant had
been sold in Bulk to one James Roberts
and his note taken therefor by said
Kelley which respondent believes to be
true. but of the other matters he has no
knowledge and cannot answer further
than as herein set forth.

14. To the fourteenth Interrogatory ^{after} Respondent
says that the firm of Kelley & Co. of which
this respondent is a member had on
hand coal of different kinds when the
Injunction in this case was served, but
this Respondent cannot tell to what
amount, but that there were different,

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 kinds of coal on the yard some of which
 was Briar Hill, some Anthracite and some
 said coal on hand was
 the property of Jerauford Croft & Co. before
 referred to by this respondent in a former
 answer, and the coal sold by said Kelley
 to James Roberts, and not the coal of said
 Bull the complainant herein, which
 information respondent received of said
 Kelley his co-defendant, but is not advised
 of his own knowledge of the facts stated
 therefore can neither admit or deny them.

15. Do the fifteenth interrogatory Respondent
 answering said, that he has not, nor
 has any firm of which he is a member
 or any one in his or their employ since
 the service of said injunction on this
 respondent to the knowledge or belief of
 respondent collected or settled any debts
 due the firm of Kelley & Co. on which said
 complainant had an interest, that
 he does not know what claims said
 complainant laid to the coal in the
 yard of Kelley & Co. therefore cannot answer
 but that complainant may have set
 up a claim to other coal on the yard
 of Kelley & Co. other than the coal pre-

wished. by said complainant, Respondent does not know to whom coal was sold by said Kelly his co-defendant other than from the statements made to this Respondent by said Kelly, and by reference to the books of Kelly & Co. but this respondent avers that to his knowledge he has never sold a ton of coal from the yard of Kelly & Co.

that it is no part of his business in said firm to collect debts due said firm or transact any business with the said firm, but that his co-defendant Kelly was particularly charged with that branch of the business of the firm of Kelly & Co.

Hugh Maher

State of Illinois }
County of Cook } ss

Hugh Maher who has subscribed the above and foregoing answers to the several interrogatories to him propounded being by me duly sworn says that he has heard the same and each of them read, that he knows the contents thereof, and that they are true of his own knowledge except

as to those matters therein stated on
information, and belief, and that as
to those matters, he believes them to be
true, And further said not

Hugh Maher,

Subscribed, and sworn to
before me this 21st day of
January A.D. 1861.

Samuel Shanks
Notary Public



State of Illinois }
 County of Cook } ss Superior Court of Chicago

Cadwalader Bull
 versus
 Hugh Mahan & Edward Kelley } In Chancery

The separate answer of Edward Kelley to the several interrogatories heretofore filed in this cause wherein the Defendants have been attached to show cause why they should not be punished for contempt for an alleged violation of the Injunction issued in said cause.

- 1 In the first Interrogatory, This respondent answering saith, That Respondent (as a member of the firm of Kelley & Co.) received on or about the 29th day of September A.D. 1860 by the Chicago Tribune Blade for sale 98 tons of prepared coal and 121 ¹²⁶ tons of high coal paid coal having been sent to Kelley & Co. by the complainant
- 2 In the second Interrogatory, Respondent says for answer, That at the time when the Injunction in this case was served, this Re-

respondent had none of the coal on hand which had been received by the Schooner Yankee Blade on September 29, 1860 neither had the firm of which this respondent is a member any part of said coal on hand or the property of either the complainant or defendants. The same having been sold on October second 1860 to James Roberts of Chicago for the sum of twenty six thousand Dollars on thirty days time which said note this respondent took for said coal, or what remained of said coal at the second day of October last of aforesaid, and agreed to sell said coal on the usual commission for ^{selling} said coal for said Roberts. That the Leigh coal or a part thereof ^{at day 2nd Oct} was on the yard of Kelley & Co. when said injunction was served, but was the bona fide property of James Roberts.

3. To the third interrogatory, Respondent answering said, that he had not, nor had any firm of which he was a member any coal in his possession or under his control when the injunction in said suit was served on respondent, belonging to said complainant, but respondent does not know what coal complainant may have claimed the property to, but knows that he, nor the

firm of Kelley & Co. had no coal on hand in which said complainant had any interest all of the coal which said complainant claimed an interest, having been sold before the service of the said injunction, either for cash or in the usual course of trade.

4. To the fourth interrogatory Respondent answering said, that respondent has not nor has any firm of which respondent is a member, or any person in the employ of respondent sold any coal belonging to complainant, or to which complainant had any claim or interest (that respondent does not know what coal complainant may have claimed to own or to have an interest in on or at the coal yard of Kelley & Co) since the injunction in this case was served on respondent, but respondent explicitly states that no coal was sold after the injunction was served in which said complainant had any interest title or ownership whatever.

5. To the fifth interrogatory Respondent answering said That neither he or any firm of which he was a member or any person in his or their employ (of his knowledge) received any money or collected or settled any debt since

the service of said injunction on respondent "said money being due from or debt due by the sale of coal prior to the service of said injunction in which said coal so sold, and the money so collected, the said Bull had an interest. Respondent does not know, & therefore can neither answer or deny as to what debts or moneys complainant may have claimed, but certain it is that there was no money collected, or debts settled by the respondent since the service of the said injunction to which or in which said complainant had any interest whatever

1. To the sixth interrogatory Respondent answering partly. That he did not or any firm of which he is a member, or any one in his employ or under his control since the service of said injunction on respondent sell to Messrs Sharp & Scoville of Chicago some lump Lighthouse coal which belonged to said complainant or to which complainant had an interest Respondent further answering partly that the coal sold to Messrs Sharp & Scoville of Chicago on the 31st of October 1860, 29th, 26th, 25th and 23rd days of October 1860 respectively was coal which belonged to Messrs Crawford Corp & Co. of Cleveland Ohio, and to James

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Roberts of Chicago, the lump Lehigh coal belonged to said Roberts, and was sold by Respondent for him, and was not the coal of said Complainant or in which there was any interest.

7 To the seventh interrogatory Respondent answering said, that respondent did sell to William Peters of Florida on December 17. 1860 5 tons of Lehigh coal at \$9.50 per ton, and received therefor \$50 but respondent denies that the said coal sold to said Peters was the property of Complainant, but avers positively that the coal sold to said Peters as aforesaid was the property of James Roberts of Chicago.

8 To the eighth interrogatory Respondent answering said, that he did not know any firm of which he was a member, nor any one in his employ. Since the service of said injunction on respondent, and on or about November the 28th 1860. sell to John Johnson of Niles Michigan a lot of lump Lehigh coal and about 1680 pounds at \$4 a ton which belonged to said Complainant. Respondent cannot tell, nor does he know what complainant claimed, but respondent does know that the coal sold to John Johnson of Niles

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Michigan was the property of James Roberts
and not the property of Complainant, nor
had the Complainant any interest in the same.

9. To the ninth interrogatory, Respondent answering said, that he did not, nor did any firm
of which he was a member, nor did any one
in his employ, or under his control since the
service of the injunction in said suit and
on or about the 29th day of November 1880
sell a lot of lump high local to one John
Paverton of Chicago, and about 3700 pounds
which belonged to said Complainant, does
not know what local Complainant may
have set up a claim to on the yard of
Kelley & Co. but does not know that no local
was sold to said John Paverton in ^{the} which
said Complainant had any interest. Respondent
admits that he received about eleven
dollars from said Paverton for coal sold
to him, but avers that the coal sold to
Paverton was the property of James Roberts
and was sold for him by the respondent
and by his clerk, James Dilemning under
an agreement with said James Roberts.
10. To the tenth interrogatory Respondent, answering
said, that he did not, nor did any

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firm of which he is a member, nor any
one in his employ since the service of the
injunction herein on respondent, and on or
about November 10th 1860 sell to one B. W. Gentile
3500 Ans "Lough Coal" which belonged to
said complainant, or in which complainant
claimed to have an interest, and receive about
that time, and since the service of the injunction
on respondent the sum of twenty six dollars
for coal so sold to said Gentile, but res-
pondent avers that the coal which was
sold to said Gentile and for which res-
pondent received the pay in money, was
the property of & sold for James Roberts by
respondent on commission, and was not
the property of said complainant, nor had
it been his property since the second day
of October when the respondent sold the
said coal to James Roberts, and took his
note therefor in the usual course of trade.

11th To the eleventh interrogatory, Respondent answer-
ing that, that neither he nor any firm of
which he is a member received of Messrs Throop
& Deville of Chicago about 12th November
1860 the sum of one hundred and fifty five
Dollars on account of coal sold to Messrs
Throop & Deville in which said coal

and the proceeds thereof the said complainant had an interest, or claimed to have an interest, but says that he did sell a lot of coal, and about to the value of \$155. dollars for James Roberts to Messrs. Throp & Seville and received the pay therefor for said Roberts and not as the property of the said complainant

12 To the twelfth interrogatory, Respondent answering said that a portion of the coal sold to Throp & Seville William Peters John Johnson, J. D. Parvinton and B. N. Hentle at the times, and in the quantities above mentioned was coal sent by complainant to Respondents by Schooner Yankee Blade for sale and a portion of it was on hand in the yard of Kelley & Co. before the cargo was received from the Schooner Yankee Blade but avers that coal so sold and each parcel thereof was either the property of James Roberts, or Crawford Croft & Co. & not of the complainant.

13 To the thirteenth interrogatory, Respondent answering said, that there was some range coal received by the Schooner Yankee Blade which was sold by the respondent

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on the 2nd of October 1860 to James Roberts
with a quantity of Delight Coal, this res-
pondent does not know whether any one
in his employ sold any range coal since
the service of said injunction on this respon-
dent. that was rec^d by the Schooner Yankee
Blade, but avers that all the Range Coal
which respondent sold was the property of
James Roberts, and not the property of said
Complainant, neither does he know whether
any coal was sold by any one in his employ
or by any one who was a member of the
firm of Kelley & Co. which was rec^d by the
Schooner Yankee Blade, but from the
best of his knowledge information & belief, there
was no range coal sold either by this res-
pondent, or by any member of his firm, or by
the firm of which he was a member, or by
any one under his control or employ since
the service of the said injunction which
belonged to said Complainant or in which
he had an interest or claim.

14. To the fourteenth Interrogatory, Respondent
answering said that at the time of the
service of the Injunction in this cause, he
had no coal on hand neither had any firm
of which he is or was a member, that &

belonged in any wise to the firm of Kelley & Co. of which firm Complainant was a member, but respondent further answering said, that there was on hand, and on the part of Kelley & Co. various kinds of local about 250 tons in all about 200 tons of which belonged to Crawford Corp & Co. and about 200 tons to James Roberts, but respondent avers that there was no local on hand at the time when the injunction was served that belonged to any firm of which respondent is or ever was a member. That said local was the individual property of the persons above named & was sold by respondent of the firm Kelley & Co. on commission for Crawford Corp & Co. and said James Roberts. The said firm of Kelley & Co. here referred to being composed of Hugh Maher & the respondent.

15. To the fifteenth interrogatory Respondent & answering said, that neither he, nor any member of his firm, nor any firm of which he is a member, nor no one in his employ or under his control has since the service of the injunction in this suit, collected or settled any debts due the firm of Kelley & Co. in which said complainant had any

interest. or claimed to have any interest
 Respondent further answering said that
 the debt settled & collected since the service
 of said injunction must be the respondent
 & by the firm of Kelley & Co. more for debts and
 liabilities due to & in favor of Crawford Corp
 & Co. of James Roberts & for debts due to &
 Kelley & Co. of which said firm said com-
 plainant was not a member, nor had any
 interest whatever. Respondent further said
 that by force of the injunction in said cause
 he has been prevented from collecting the
 two thousand six hundred dollar note of
 James Roberts which was given for a
 portion of said loan on October 2nd 1860
 which said loan was sold to said &
 Roberts before this suit was commenced
 and before respondent believed a suit &
 would be commenced by said complain-
 ant against said Defendants. that said loan
 was sold in brief to a responsible man
 for the purpose of making money by the
 transaction for the firm of Kelley & Co. of which
 complainant & Defendants were members
 but respondent has been kept out of said
 money by the act of said complainant
 Respondent further answering to said fifteenth
 interrogatory, said that he is ignorant of the many

claims referred to in said several interrogatories on behalf of said Complainant, and most respectfully says that he does not know to what money or debts or local said Complainant may have laid claim, therefore he can neither admit nor deny but that said Complainant may have set up many unjust and unfounded claims to local, debts or moneys to or in which he had no interest whatever and which were under the control of respondent

Edward Kelley

State of Illinois }
County of Cook } ss.

Edward Kelley who has subscribed to the above and foregoing answers to the several interrogatories to him propounded being by me duly sworn says that he has heard the same, and each of them, read, that he knows the contents thereof, and that they are true of his own knowledge except as to those matters therein stated on information, and belief and that as to those matters he believes them to be true. And further saith not

Subscribed and sworn to Edward Kelley
before me this 16th day of
January A.D. 1861

Samuel Shanks Notary Public

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State of Illinois)
County of Cook)^{ss} Superior Court of Chicago

Bull)
vs)
Kelley et al)

James Fleming being first duly sworn saith that he is well acquainted with Edward Kelley & Hugh Mahan also that he knows Carwallader Bull, the Plaintiff in this suit, this affiant saith, that he has been employed in the office, and on the boat yard of Kelley & Co. since the sixth day of June 1859, that he knows of all the coal that has been received on said yard since the said sixth day of June 1859. affiant further saith, that he was present on or about the third day of October A.D. 1860, when Edward Kelley sold to one James Roberts a lot of anthracite coal supposed to be about three hundred & fifty tons that said coal was sold for the sum of twenty six hundred dollars on a short credit that the said coal was the remainder of a lot of coal that has been furnished to Kelley & Co. by said Carwallader Bull. affiant further saith that he knows that said Bull has not furnished to Kelley & Co. with any kind of coal since

the said third day of October last aforesaid, that all the coals that had been furnished by said Bull to Kelley & Co. by said Bull during the Summer of 1850 had been sold out by Kelley & Co. before the said third day of October aforesaid save the lot that day sold to said Roberts. This affiant further saith that after the sale of the coals by Kelley to Roberts that the said Roberts directed this affiant to sell said coals or any part thereof according to the selling or market price of such coals in the Market of Chicago and account to said Roberts for sale of the same. Affiant further saith that during the whole time that he has been employed by and at work for Kelley & Co. that he never knew of Hugh Maher selling coals to any person whatever, and that he is sure that said Maher has not sold or delivered any coals to any person since the third day of October aforesaid, that this affiant has been in constant attendance on the yard & on the office since June 1859 and knows well the transactions of the defendants Kelley & Maher in connection with the business connected with the coal yard & office, that it has been & still is the duty of this affiant to weigh and

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deliver the coal from said yard, and that
he has weighed and delivered nearly all the
coal that has been sold since he went
to work for Kelley & Co. in 1859 as aforesaid
that what coal remained on the yard after
the anthracite coal was sold to Mr Roberts
on Oct 3rd 1860. belonged to and was the pro-
perty of Crawford Croft & Co. of Cleveland
Ohio, and was not and never had been the pro-
perty of said Bull, that said Bull had
no coal of any kind on or in the yard
of Kelley & Co. after the third day of October
1860, but that all the coal in the yard
of Kelley & Co. in said Chicago was the
property of Crawford Croft & Co. & James
Roberts aforesaid and was sold by the
said Kelley of the firm of Kelley & Co. on
commission. Affiant further saith that
it was the duty of said Kelley to see
the coal, & superintend the collections
for the sales, and was no part of the
business of said Maher, either to see
the coal, or collect the pay for the same.
This affiant further saith, that he knows
from information when the injunction was
served in this case, and knows also
that neither said Kelley or said Maher
have sold any coal belonging to

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said Bull since October 1860 for
the reason that said Bull had no lot at
on the yard of Kelley & Co. in Chicago & fur-
ther said plot.

Subscribed and sworn James Fleming.

Before me this 1st day
of December A.D. 1861.

J. G. Gurley Notary Public in and for the City
of Chicago County of Cook & State of Illinois,

State of Illinois
County of Cook }^{ss}

Superior Court of
Chicago

Leadvallader Bull

vs

Edward Kelley &
Hugh Mahler

In Chancery

Robert J. Hunt on
oath after being first duly sworn doth depose
and say that he is personally acquainted with the parties
to this suit that he has been in the employ of Kelley
& Co as a Book Keeper from the seventeenth day
of April A.D. 1860 during and until the fifteenth
day of January A.D. 1861.

This affiant further swears
that he knows from information when the injunction issued
in the above entitled cause, that this affiant does not
know of the Defendant Hugh Mahler. having sold any coal
belonging to the Plaintiff Bull since the issuing of the
said injunction in said cause. that the selling of
coal was superintended by defendant Kelley, both
before and after the issuing of said injunction with in
and about the firm of Kelley & Co that said Kelley sold
various quantities of coal to various parties about
and since the issuing of the Writ of Injunction which
was in the care of Kelley & Co, and which said coal

belonged. as this affiant is informed and believes to transfer crops Co of Cleveland in the state of Ohio this affiant did not know of the sale of a quantity of coal to James Roberts in October before the injunction in said suit issued although he saw said Roberts at and about the coal yard and office about the time aforesaid. This affiant further says that said Defendant Kelley did tell this affiant that he Kelley had sold the said coal to said Roberts & although this affiant did not see the note given for said coal and only knows from the statements of defendant Kelley about said sale.

This affiant further says that on or about the third day of December last past he he made an affidavit (and the only one) in this cause at the request of Robert Henry Esq. one of the solicitors for the Complainant in this suit and that he desires this affidavit to be taken read and used in explanation of the matter and things contained in the affidavit herein referred to and by this affiant subscribed on or about December last past and further says not.

Subscribed and sworn to before
me at Chicago this fifth day
of January A.D. 1861.

Robert C. Wright

Notary Public

Robert J. Hunt.

LPB

And afterwards to Wit on the day and year last aforesaid. the said Cadwallader Bull Complainant by Henry Anthony & Galt his solicitors filed in the said Circuit office of said Court, a motion which is in words and figures following to Wit.

The Superior Court of Chicago
of the January Term 1861.

Cadwallader Bull
vs
Edward Kelley and
Hugh Mahler

And now comes the said Complainant by his solicitors Henry Anthony & Galt and moves the Court to strike from the files in the above entitled cause the ex parte affidavits filed in support of the answers of Defendants to interrogatories filed by Complainant in proceedings for contempt, to Wit the following affidavits that of R. J. Hunt James Fleming, James Roberts, Edward Kelley and Nathan P. Paine

Henry Anthony & Galt
Solicitors for Complainant

And afterwards to Wit on the Twelfth day of February in the year of our said, the same being one of the days of the February Term of said Court. the following among other proceedings were had, and entered of record in said Court. to wit,

Cadwallader Bull. vs. Hugh Maher and Edward Pelley	}	Bill.
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This day again come the said parties into court by their respective Solicitors and this cause now coming on to be heard, upon the rule heretofore entered against said Defendants requiring them to show cause why an attachment should not issue against them and they be punished for their alleged contempt in violating the injunction issued in this cause, and upon the answer of the said defendants to the interrogatories filed herein by the said complainant and the affidavits filed herein in relation to said proceeding against the said defendants for their said alleged contempt.

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and argument of course being heard the
Court now after due deliberation being fully
advised in the premises. It is ordered that
the said rule, against the said defendants
be, and is hereby discharged.

And thereupon the said Defendants,
by W. W. Drummond their solicitor submit
their Motion to dissolve the injunction here-
tofore issued in this cause upon the several
answers of the said Defendants, and the offi-
cers filed, herein.

And afterwards to wit on the day and year
last aforesaid, the said Hugh Maher
and Edward Kelley by W. W. Drummond
their solicitor filed in said Clerk's Office
of said Court, their Leap Bill which
is in Words and figures following to wit:

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In Chancery

To the Honorable, the Chief
Justice, and Justices of the Superior Court
of Chicago.

Humbly Complaining sheweth
unto your Honor your orators Hugh Mahan
and Edward Kelley of the City of Chicago
in the County of Cook, and State of
Illinois.

That on or about the 6th day of
April A.D. 1860, they made, and entered into
certain articles of Copartnership with one
Leadvallader Bull, whom your orators
pray may be made a Defendant to their
bill of complaint of the City of
Buffalo, and State of New York, which
was duly signed, sealed, and delivered by
them, the said Hugh Mahan, Edward Kelley
and Leadvallader Bull, whereby they agreed
to become partners in the local business
or trade in the City of Chicago
under the name, style and firm of Kelley
& Co. which copartnership was to commence
on the 15th day of April, the same month, and ter-
minate two years from the time of its commence-
ment, with leave to continue the same for five
years longer if the respective parties should

be willing so to do. and for the purpose and with the view of carrying on the said partnership business, the said three parties covenanted and agreed to observe, and perform certain stipulations therein agreed to be performed in substance as follows, that is to say,

The said Bull agreed to furnish and provide all the coal that should be necessary and that should be required for carrying on said business on board of vessels in the ports of Buffalo or Cleveland, at the lowest market value in cash at those places - when so furnished, the coal to remain the property of the said Defendant until it should be sold in the ordinary course of business, and it was likewise understood and agreed, that the Defendant was to furnish, and provide at his own expense a competent person to keep the books and accounts of said firm at Chicago aforesaid, and the said Mahan agreed to furnish as his proportion of the common stock of the firm the use of the lot of land in Chicago aforesaid at the time of the encasing and delivery of said articles of copartnership occupied by your orator when doing business under the name style and firm of Pillsbury & Co. as a coal yard and also the use of all the fixtures carb naggars

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to used by your Orator in the local business
and the said Kelley agreed to contribute his
proportion his whole time, and attention to
the superintendence, and management of the
business of the firm for the mutual benefit and
advantage of all the parties. And it was
also stipulated, between them that all the
expenses of the business of said firm should
be born in common by the said three par-
ties excepting the salary of the book keeper
aforesaid which was to be paid by the
defendant aforesaid, and all the profits
of the business of the firm were to be equally
divided between them respectively. and
your Orator agreed to bear all losses that
should arise from bad debts created by them
or either of them by giving credit to irresponsible
persons, and the said Defendant to fully insure
on some responsible Insurance Company all
Cargoes shipped by him for the firm, and that
any loss that should arise in consequence of
his neglect to insure said local should be
borne by him. and the expense of such
insurance to be borne by the parties in common
and that in case the receipts from the sale
of local should at any time be insufficient
to pay the freight on said local in which it
should be payable. and all monies paid

for freight should be considered as expenses
of the firm & to come in common by said three
partners. and your orators credited on the firm
books for all monies advanced by them for freight
and the said Bull, Kelley and Maher severally
likewise covenanted and agreed, that they would
do no act or acts which should be prejudicial
to the firm, that correct books of account should
be kept in which should be entered all monies
received, and paid, all purchases, and sales of
coal, and all monies paid for expenses, and
all matters of account relating to the business
of said firm, and that the said Books were
to be in common accessible to all three partners
and at the close of each month the books
were to be balanced, and each partner fur-
nished with a balance sheet of the Ledger, and
on the 1st day of May of each year excepting
the 1st day of May A.D. 1864, account should
be taken, and stated on the ledger of all
the stock, property and assets of the firm
and of all the liabilities and debts, and
that each partner might draw his share of
profits after paying all expenses, losses and
liabilities, and that any partner indebted to
the firm should refund to the firm the amount
of his indebtedness, and at the expiration of said
partnership, or the earlier termination thereof

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a similar account should be taken and stated on the Ledger, and all the coal on hand furnished by the defendant for which he had not been paid, delivered back to him in Chicago, and the possession of the lot used for the coal yard delivered back to the said Mahan as well as all fixtures carts Waggons &c furnished by him to the firm provided they be then in existence, and after paying all the expenses, losses and liabilities of the firm all the assets stocks property, and every thing, belonging to the firm to be equally divided between them provided that they should bear, and make good the losses heretofore mentioned, and by said articles especially agreed to be assumed, and born by them respectively. And it was further covenanted and agreed that neither partner should have the power to bind the firm in any case as surety, and in case of any of said partners so doing he should forfeit his interest in the firm, and that no notes drafts, bonds or obligations should be given by said firm without the written consent of the said Mahan, and in case any such note, draft, bond or obligation were given without his consent, he should not be

bound to pay the same, and might declare the said Copartnership dissolved.

And it was further agreed, that after the payment of the expenses of the firm all the monies the proceeds of the sales of coal should be weekly paid over to the Book Keeper aforesaid for the said defendant to the amount of the cost of the coal furnished by him, and that neither party was to withdraw from the firm any money unless it should be required for the benefit of the firm, excepting also that the said Defendant might draw for the payment of the salary of the Book Keeper aforesaid, and after paying said salary and the expenses above referred to the balance of the cash on hand should be paid to the said Defendant in the manner above provided for, that is to say to the said Book Keeper to the amount of the cost of the coal furnished by the said Defendant. And it was further agreed, that if after the expiration of one year from the date of said articles any of said Copartners should be dissatisfied with said business from any cause, each party might terminate said Copartnership at any time by giving notice of such

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termination, and in that case the affairs of the firm should be settled and adjusted in the same manner as if said copartnership terminated by limitation. All of which matters, and things as by the said articles of Copartnership to which your orator crave leave to refer when produced. reference thereto being had will more fully appear.

And your orator would further show unto this Court that after the formation of the said copartnership according to the covenants and stipulations above mentioned, on or about the 6th day of September A.D. 1840. the said partners further covenanted, and agreed by an instrument in writing signed sealed and delivered by them respectively in substance, that the aforesaid articles of Copartnership should be explained, and modified as follows. and that the following should be deemed, and taken as a part of said articles of Copartnership - any thing therein to the contrary notwithstanding that is to say, the copartnership a joint interest of the three parties in the business of the firm is to be confined exclusively to Coal furnished to

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Said firm by the defendant, and not
in any manner to extend to any transactions
of the said Maher and Kelley heretofore
comprising the firm of Kelley & Co. in any other
local or in purchases of the same from
any other persons a firm with which &
transactions the defendant is to have no
interest whatever, but the same, and all
other matters outside of local shipped by
the defendant, are the separate transactions
of the said Maher and Kelley, and the
said articles of Copartnership were declared
to have no reference or connection with the
business of that firm, and to be the intention
of the parties to create by said articles a joint
interest only in the local supplied by the
defendant to said concern, And it was
likewise understood, that the said Kelley
should pay towards the salary of the Clerk
or Book Keeper employed by the defendant
to keep the books and accounts of the Con-
cern the sum of one hundred and fifty \$
Dollars per annum from the date of said
articles of Copartnership, as by the said
last mentioned agreement dated on
the 6th day of September as aforesaid to
which your orators have leave to refer
when produced reference being thereto

had well more fully appear.

And your orator shewed further shew unto this Court, that the said Copartners from the formation of said Copartnership entered upon, and continued in the transaction said partnership business pursuant to said articles of Copartnership, and their subsequent modification as aforesaid up to and until the defendant failed and neglected to fulfill and perform the said several covenants and agreements by him to be performed according to the true intent, and meaning of said articles of Copartnership. And your orator, both each and every of them, aver that they have in all respects been ready and willing to perform, and have performed, severally, and jointly on their part all and every matter and thing by them or either of them covenanted and agreed to be done, and performed in and about the premises.

But that the said Defendant has wholly disregarded the said several covenants and agreements on his part in and about the premises, and has failed and neglected to furnish and provide all the care that was necessary and

117 requested to carry on said copartnership business according to the true intent and meaning of the said articles of copartnership although your orators have frequently requested him so to do. whereby the benefits, advantages, and profits on the sale of the coal to be by him furnished as aforesaid which would have accrued and been realized by the said partners have not in consequence of his said default in the premises accrued or been realized, and that the object and purposes of said copartnership have been defeated by the neglect and refusal of the defendant as aforesaid by reason of which said several matters and things your orators have sustained great loss and damage on account of their making no profits on the sale of coal which they otherwise would have been able to make, had the defendant furnished coal to carry on said partnership business the said loss and damage amounting in all as they verily believe to them of the sum of Fifteen Thousand Dollars, All of which they are ready to maintain, and prove at this Court may direct.

And your orators would further show unto this court, that each and both of them, covenanted, and agreed mutually with the defendant that they would do no act or acts, which should be prejudicial to the business of said firm as they have hereinbefore mentioned and set forth. Nevertheless the defendant not regarding said covenant on his part designing the wrong and injury of his said copartners in the premises and in violation of his said covenant and agreement as they are informed and believe and so charges the fact to be sold and delivered large quantities of coal to other parties engaged in the coal trade in the city of Chicago aforesaid to be disposed of in that market whereby your orators were brought into immediate and direct competition with such parties engaged in the coal trade as aforesaid, and the business of said partnership impaired, and your orators by reason thereof suffered great loss and damage.

And your orators would further show that the defendant is as they are informed and believe a non-resident of this

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State, and is a resident of the City of Buffalo as aforesaid, and has property within the jurisdiction of this Court which they are apprehensive he will sell convey encumber, or otherwise dispose of, or remove out of the jurisdiction of this Court so as to avoid the decree of the Court should one be rendered against him, and in favor of your orators unless he shall be enjoined from doing and that they verily believe that they will be able to establish the fact at the hearing of this cause, that he is largely indebted to them for losses and damages sustained by them by occasion of his disregarding his said covenants in the premises.

And your orators would further show unto this Court, that at all times since the formation of said Copartnership up to and until about the 29th day of September A.D. 1860, and until the said defendant had broken, and disregarded his covenants and agreements in said articles of Copartnership as aforesaid, they continued to and did pay over to the defendant on his draft or otherwise substantially in accordance with said

articles, and in a manner apparently satisfactory to the defendant, all sums of money to which he was legally or equitably entitled, and in all other respects have fulfilled and performed all their stipulations and agreements to and with the Defendant in and about the premises as they have hereinbefore alleged and set forth and were always ready and willing to perform on their part the said partnership agreement, until the defendant made default therein as aforesaid. And your orator had hoped under the circumstances aforesaid, that they would not be called upon for any account. But now so it may it please your honour the said Defendant combining and confederating with divers persons to them at present unknown whose names when discovered they pray they may be at liberty to insert herein with apt words to charge them as parties Defendants hereto, and continuing how to wrong and injure them in the premises, he the said Defendant absolutely refuses to comply with such request, and he sometimes pretends that since the formation of said copartnership he has from time to time furnished and supplied to

said firm does large quantities of
 coal pursuant to said articles of co-
 partnership at the lowest cash price
 in the market at Buffalo aforesaid
 when the said coal was shipped to said
 firm by him, which has since been sold
 by him orators, and the proceeds converted
 to their own use instead of applying
 them to the payment for said shipments
 of coal as originally contemplated by
 the said several parties to said articles
 of Copartnership, and that your orators have
 now on hand large quantities of said
 coal. And the Defendant has lately
 filed his Bill in this Court against
 your orators for an account of all the
 monies received by them as such co-
 partners in the coal business during
 the continuance of said Copartnership
 thereby praying that your orators may
 be required to pay over to him what
 upon such account shall appear
 to be due him as such partner and
 that said articles of Copartnership
 may be annulled, and to which
 said Bill he has made your orators
 defendants, and they have filed due
 to a full and sufficient answer and

he pretends there are divers large sums
 of money in their hands belonging to
 the said firm, which they ought to
 pay over to him. Whereas they charge
 the contrary thereof to be true, and that
 the said Defendant has not furnished
 or supplied said partnership with divers
 large quantities of coal at the lowest
 Cash price in the Market at Buffalo
 when the same was shipped, and they
 have not converted the proceeds of
 the sales of any of said coal to their
 own use, and have not now divers large
 quantities of said coal on hand, and
 are not indebted to him for coal fur-
 nished by him to said partnership
 and they have at all times, been ready
 and willing to account and settle
 amicably with him every matter or
 thing in the premises, and they also
 charge that they have no authentic
 and reliable information of the precise
 amount of coal furnished said part-
 nership at Chicago by him or of the
 price paid therefor or what the lowest
 market value of the coal furnished
 by him, was at Cleveland or Buffalo,
 when the same was shipped, and

have no other information than the entries on the books of said Copartnership kept by the books keeper of the Defendant from which it appears that the aggregate amount of the coal shipped by him to said firm, amounts to one thousand five hundred and seventy two ⁴⁰³/₂₀₀ tons and charged for in gross by him at the sum of Six thousand eight hundred and seventy nine ⁴⁷/₁₀₀ Dollars and that your orators have reason to believe and do verily believe that the quantity of said, coal so pretended to have been furnished, and the pretended price paid therefor are greatly exaggerated on said books, and that the Defendant has never accounted or settled with them, or either of them in the premises, nor in any way paid or compensated them for the loss and damage sustained by them in the premises.

And your orators further state, and charge the fact to be that this suit in Chancery was commenced on the eleventh day of October 1860. and not either before or after that date as will be disclosed by reference to the record of this cause, that this action

is predicated solely on said articles of copartnership, and the acts of the parties under the same. That the process in this cause was issued against your orator by the Clerk of this Court on the said Eleventh day of October 1860 and not before. nor after that date that the same bears date, on that day and was received by the Sheriff on that day as not only appears from the writ and endorsement of the Sheriff thereon but also as is in truth and in fact the case.

And your orator charges the fact to be, that notwithstanding this suit in Chancery was thus commenced and the process therein issued on the said Eleventh day of October 1860, and all the rights and liabilities of the parties herein were fully involved in this suit in Chancery yet the fact is that on the Twelfth day of October 1860, one day after this suit was commenced, and while the same was still pending the said Brice the Defendant herein instituted an action at law in Court on the law side of this Court on said articles of copartnership against your orator, and that process in said

action of Covenant was filed on
the said 12th day of October 1860.

your orator further charge, that
they had knowledge of the said Bull's
purpose, and intention to file this Bill
in Chancery against them on the 10th
day of October 1860, and not before.

That on the thirteenth day of October 1860
the process in said Chancery case that
in this case was duly and properly.

and personally served, on each and
both of these Defendants by deputy
Sheriff George Anderson, By means
whereof this the Chancery suit was
Commenced, and fully pending, and
complete, and exclusive jurisdiction
was obtained by this Court as a
Court of Chancery to finally adjudicate
upon, settle, and determine all
the rights of the parties arising
out of the said articles of copartner-
ship. Notwithstanding all of which
the said Defendant Bull did after
this suit was thus commenced and
pending, institute thereafter to wit
on the thirteenth day of October 1860,
an action of Covenant on the Common
law side of this Court against you.

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orator predicated on the said iur-
tical articles of Copartnership where-
on the suit in Chancery was then pend-
ing, of our orator charge, that no service
of process even of service of process was
ever at any time claimed or pretended
to have been made on your orator
Kelley in the said action of Covenant
that the said deputy Sheriff Anderson
who had said process in said action
of Covenant never did, nor does not
pretend that he ever did call on
or in any manner serve said process
on said Kelley or upon him the said
Kelley that he had any process in
said cause whatsoever. Your orator
further charge that no service in writ
and in fact was ever made or had
in said action of Covenant, against
your orator the said Hugh Maher.
that the true facts in regard to
any pretended service of process
on him in said Cause are literally
and accurately as follows, and not other-
wise. On the said twelfth day of
October 1840. and after said process
in this Chancery case had been
personally served on both said

Maher and Kelley by the said de-
 puty sheriff Anderson. he the said
 Anderson met your orator the
 said Hugh Maher. on the street in
 Chicago, near Daniel Cigar store
 under the "Matteson House" corner
 of Randolph and Dearborn streets
 and the said Anderson said to this
 Defendant Hugh Maher. I have
 a "Writ for you" without stating &
 what the Writ was, or in what case.
 the same had issued, and did not
 Exhibit or read the same. Your orator
 the said Maher supposed the Writ
 referred to by the said deputy sheriff
 Anderson: was a Writ of Injunction
 that he supposed. said Bull. had
 sued out in said Chancery Cause, in
 which he had previously on the same
 day been served with process as hereto-
 fore specially set forth. Your orator
 knowing that the said Bull had
 threatened to sue out a Writ of Injunction
 in said Chancery Cause. your orator
 had not the least, the most distant
 conception, supposition or suspicion
 that the Writ referred to by said Anderson.
 was any thing else than such Writ.

of Injunction. Your orator Maher
replied well. "We have a good defence"
and passed on, your orator Mayer
supposes that the said Anderson out
of more delicacy did not exhibit or
read said Writ, the place being a
very public one, and both the said
deputy and your orator the said
Mayer being persons very generally
known in Chicago, your orator
does not suppose for a moment that
any other cause induced the said
Deputy not to read or exhibit or
state what said Writ was. Your
orator Mayer further states that the
matter remained in this condition
until the 21st day of December 1860
when a judgment by default was
rendered in said action of Covenant
on the Common Law side of this
Court for the sum of \$1104.10, on
which Judgment Execution was
immediately issued, and the first
knowledge of intimation your orator
had of such Judgment or such suit
ever having been instituted was when
the Sheriff called on them and levied
upon their property on said execution

Your orators state that during all
 said time from the 11th day of October
 when said Chancery suit was commenced
 up to the rendition of said Judgment
 by default, being a period of over two
 months they had Counsel employed
 who were preparing and defending this
 Chancery suit, that said Counsel
 knew nothing of said action of Co-
 venant having been commenced,
 nor did these your orators know
 of the existence of the same. If they had
 they should have successfully defend-
 ed the same, that they do not in
 Equity, nor in Law owe said Bull
 a single Dollar, but on the contrary
 said Bull is liable to your orators
 for several thousand Dollars at least,
 for and on account of his total failure
 to perform said Contract or articles
 of Co-partnership upon which both
 this suit in Chancery, and said action
 of Covenant, are founded.

Your orators state
 that immediately after they became appr-
 ised of said Judgment they applied
 by affidavit to the common law
 side of this Court by motion to

have said Judgment vacated and for permission to plead to said action that said Court did on the 29th day of December 1860, after having kept the matter under advisement for some time vacate said Judgment as to your orator Kelley, but refused to vacate the same as to your orator Maher, and on the contrary thereof rendered on said last ~~next~~^{named} day a final Judgment overruling said Motion as to said Maher thereby leaving said Judgment in full force as to the said Maher from which decision the said Maher took an appeal to the Supreme Court of this State.

Your orator Maher states that he has had no day in Court, and that to say the least of it the extraordinary spectacle is presented of the rendition of a Judgment against a citizen with no chance, or opportunity of making a defence, or being heard and as it is claimed no redress is to be had. Your orator Maher is advised by his counsel, that this Honorable Court sitting as a Court

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of Chancery. acquired full and complete jurisdiction of the parties, and of all and singular their rights as partners under said articles of copartnership on the 11th day of October last, and that sitting as a Court of Chancery this Court at this time has full power to vacate and set aside said Judgment, so rendered or to permit a defence at law to be made thereto, And to enjoin and restrain any right or claim of right from being set up or asserted under said Judgment so wrongfully obtained

Your Orator (Mayer) therefore prays that this Honorable Court will vacate, annul, and set aside said Judgment, and will permit him to defend said action, and will enjoin and restrain said Bull from setting up asserting or claiming any right under said Judgment. And will grant such other, and further relief in the premises relating to said Judgment as equity and good conscience may dictate

Your Orator further charge that heretofore to wit on the 4th day

of May 1860, they executed and delivered to the said Bull. their promissory Note, for the sum of Fifteen hundred, and Twenty five Dollars, + payable in three months from the date thereof at the Bank of America in the City of New York which was drawn by your orator under the firm name of Kelly, Ho and to the order of and indorsed by your orator Mayer, which note was indorsed by said Maker, and delivered to said Bull in carrying into effect and Consumation of said articles of copartnership for local business agreed to be delivered by said Bull, but none of which have been delivered, and for no other consideration your orator further charge that the said Note was in the possession of, and the property of the said Bull, as your orator are informed and believe, and as they charge on such information and belief after the maturity of the same, your orator charge, that suit was commenced on the said Note on the common law side of this court in October last against your orator in the name of one Edward S. Downs whom your orator charge on information, and belief is not, the owner

of said note, but that said Bull. was the same, and is the real party interested the said Bull having as your orators are informed and believe transferred the same to said Dorris. without consideration, and after its maturity for the purpose of enabling said Dorris to receive on the same in the character of a bona fide purchaser before maturity and thereby preventing your orators from setting up and claiming their damages sustained by the refusal of said Bull. to perform said articles of copartnership.

Your orators also charge that on the 5th day of June 1860 they executed two other notes signed by Kelly & Co to the order of Hugh Mahon payable at the Bank of America New York & endorsed by said Mahon, one of said notes payable in 60 months for \$1252.97. and the other at three months for \$1302.11. which notes were both delivered by your orators to the said Bull in consummation of and carrying into effect said articles of copartnership, and for no other consideration or purpose.

Your orators charge, that they have been informed, and believe, and upon such

information and belief charge the fact to be that the said Bull has the possession of said notes after their maturity as his own property. That he now in fact owns the same. That the said Bull, delivered said two last mentioned notes after they were due to the Cecil Bank of Maryland which said Bank on October last commenced suit on the same against your orator on the law side of this Court which suit is now pending.

Your orator charges upon information and belief, that said Bank is not the real owner of said notes or either of them, but that said Bull owns the same and that the suit is commenced in the name of said Bank merely to deprive your orator of their just defence against said Bull on the same. For and on account of the damage resulting to your orator by reason of the failure of said Bull to perform said articles of partnership.

Your orator prays that the said Edward H. Down and the said Cecil Bank of Maryland may each and both be made parties Defendants hereto that process may issue against them and that they may each be compelled

to answer. make to the Matter herein
set forth without oath, their and each
of their answers on oath being hereby
expressly waived.

That said Down
+ The Cecil Bank of Maryland may
be enjoined, and restrained from further
prosecuting said actions at law, and for
such other relief as equity may dictate

All of which doings and things and
pretences of the said defendants are contrary
to Equity and good conscience, and tend to
the Manifest Wrong injury + oppression
of your Orator in the premises. In
consideration whereof, and for as much
as they are entirely remediless in the premises
according to the strict rules of the Common
Law, and can only have relief in a Court
of Equity where such matters are properly
Cognizable + relievable.

To be it therefore
that the said Defendants, and the rest of
their Confederates when discovered may
without oath, the same being hereby
expressly waived full true direct + perfect
answers make to all and singular the
matters and things herein before stated
and Charged, as fully and particularly
as if the same, were hereinafter repeated

& they thereto distinctly interrogated, and
 that not only as to the best of their respective
 knowledge, and remembrance, but also as
 to their several and respective hearsay in-
 formation, and belief, and that this cause
 may be heard at the hearing of the
 original bill filed in this Court by the
 defendants herein against your orators
 and herein before mentioned according
 to the form of the state in such cases
 made, and provided, And that the
 Defendant, may be compelled by the order
 or decree of this Court to state a true, and
 correct account in regard to all the
 matters and things in any wise apper-
 taining, relating to, or growing out of
 said partnership from the commencement
 thereof down to the present time, and to
 pay, and compensate them for any and
 all losses and damages sustained by
 them in the premises, and that the said
 articles of partnership, and the subse-
 quent agreement thereto may be annulled
 canceled, and altogether held for naught
 And that he may be restrained from selling
 conveying or conveying removing or
 otherwise disposing of any of his property
 within the jurisdiction of this Court

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whether the same be real person or
mixed until the further order of Court,
and that all further proceedings on his
part on the original Bill aforesaid in
his suit aforesaid now depending in this
Court and undetermined may be stayed
until he shall have filed a sufficient
answer to the your orators bill in this
Court. And that they may have such
further relief or such other relief as may
be agreeable to equity

May it please your
honor to grant unto your orators the writ
of Injunction of the People of the state
of Illinois issuing out of and under the
Seal of this Court to be directed to the
said Cadwallader Bull, to restrain him
from selling conveying incumbering
or otherwise disposing of any of his
property whether real personal or mixed
or removing the same without the
jurisdiction of this Court, and from all
further proceedings on his part in the
Chancery suit now depending, and un-
determined in this Court wherein the
said Cadwallader Bull is plaintiff
and the said Hugh Maher and Edward
Kelley are Defendants until he shall

have filed sufficient answer to this
your motion Bill.

And they will ever pray &c.

H. C. Finner
of Counsel.

Edward Kelley
Hugh Maher.

W. W. Hammond
Solicitor for Plffs

State of Illinois 4th ss.
County of Cook 4th ss.

Hugh Maher and
Edward Kelley who have subscribed the
above and foregoing bill, being by me
first duly sworn each for himself, severally
makes oath and says that he has
heard the said bill read, and knows
the contents thereof and that the same
is true, of his own knowledge, except
as to those matters therein stated on
information and belief, and that as to
those matters he believes it to be true
and further saith not

Subscribed and sworn to
before me this 21st day of
December A D 1860.

Hugh Maher.
Edward Kelley
Samuel Shaw Notary Public

And afterwards to wit, on the Twentieth day of February in the year aforesaid the said leadwallader Bull by Henry Anthony & Gaet his solicitors filed in the said clerks office of said Court, a motion which is in words and figures following to wit,

The Superior Court of Chicago
of the February Term 1861.

leadwallader Bull, { complainant

vs

Edward Shelley and { Defs.
Hugh Maher }

And now comes the said complaint by Henry Anthony & Gaet his solicitors and moves the Court to strike from the files the said Bull filed in the above entitled Cause.

Henry Anthony & Gaet.
Sols. for Compt.

And afterwards to wit on the Twenty seventh day of June in the year aforesaid. the same being one of the days of the June Term of said Court. the following among other proceedings were had, and entered of record in said Court to wit.

Badwallader Bull.

vs.

Bill original and Copy Bill

Hugh Mahu and
Edward Pelley

This day again came the parties to this cause, by their solicitors and in motion complainant it is ordered that he have thirty days from this day in which to file his affidavits in support of his statements, concerning allegations in Copy Bill filed in this cause. and to resist motion for Injunction.

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

Goodwallader Bull

vs.

Bill and Prop. Bill,

Hugh Mahan and
Edward Kelley.

And now again come the parties to this cause by their solicitors as aforesaid and on motion Defendants by Drummond & Brackett, their solicitors it is ordered that leave be. and is hereby given to amend the Prop. Bill filed in this cause. by making the Cecil Bank of Maryland, and Edward H. P. own parties defendants therein and also to amend the prayer of said Bill.

And afterwards to Wit on the day and year last aforesaid. the said Hugh Mahan and Edward Kelley. by W W Drummond.

E. H. Brackett filed in said Office of
said. Clerk of said Court, this amendment
to prayer of Corp. Bill which is in words
and figures following to wit;

Hugh Mahu &
Edward Kelley

vs
The Merc Bank of
Maryland Edward
& John. & Cadwallader
Bull

In Chancery
In superior
Court of Chicago
Corp Bill
Amendment of the
prayer of Bill. by
leave of the Court.

The said Complainants by leave of the
Court for that purpose first had. and ob-
tained amend the prayer of said Bill
as follows. to wit.

1st Said Complainants
pray that the Writ of Subpoena may issue
herein directed to each and every of said
Defendants that they and each of them may
be compelled to answer this your orator
Bill of Complaint without oath their
and each of their oaths being hereby ex-
pressly waived That this Honorable Court

may cause each and every of said defendants to be enjoined and restrained from further proceeding in prosecuting said actions at Law, until the coming in of their answers, and with the further order of this Court, that this Honorable Court may grant such further and other relief as equity and good conscience may dictate in the premises.

Hugh Maher. &
Edward Kelley,
Complainants

W. W. Hammond
Esq. Brackett
Solic.

And afterwards Term on the Third day of July in the year aforesaid, the same being one of the days of the July Term of said Court, the following among other proceedings were had, and entered of record in said Court to wit,

Leadwaller. Bull

^{vs.}
Hugh Maher and Bill.
Edward Stacey

And now again come the parties to this Cause by their solicitors, and the Complainant in said Bill having submitted motion for the issuing of a writ of Injunction in conformity with the prayer of the Bill, and the Court upon hearing of Counsel, and being fully advised in the premises overruled said motion and denies the application for Injunction as asked for in said Bill.

And afterwards to Wit on the second day of
September, in the year aforesaid, the said
Bank of Maryland, and Edward P. P.
Powers, by Henry Anthony & Co. their solicitors
filed in said Clerk's Office of said Court
their separate answers which are in
words and figures following to Wit,

The Superior Court of Chicago
of the Term 1861.
In Chancery

The answer of the Cecil Bank of Maryland
one of the Defendants to the last Bill of
Hugh Mahan & Edward Kelley filed in the
case of Carwarden Bull vs Hugh Mahan
& Edward Kelley

This Defendant now and
at all times hereafter saving and reserving
unto itself all benefit, and advantage of
exception which can or may be had or
taken to the many errors, uncertainties and
other imperfections in the said last Bill
of the said Mahan & Kelley contained for
answer thereto or unto so much and such
parts thereof as this Defendant is advised
or is or are material or necessary for it to
make answer unto. This Defendant answer-
ing saith, That as to the matters and things
contained in said last Bill in regard to a
partnership between said Mahan & Kelley
& the said Carwarden Bull, and the
transactions under said partnership this
Defendant knows nothing whatever, nor
what is contained in the said last Bill

of the said complainants, and cannot admit or deny the same. but leaves the said complainants in the said Long Bill to make full proof of the same

And the Defendant further answering admits that on or about the eighth day of June 1840. that the said Hugh Maher and Edward Kelley executed two notes signed by Kelley & Co. payable to the order of said Hugh Maher at the Bank of America New York and endorsed by said Maher, and then & there delivered to the said Leadwall & Bull one of which notes was for the sum of twelve hundred and eighty two Dollars, and seventy seven cents payable in two months from its date the other for thirteen hundred & two Dollars, and sixty one cents payable in three months from its date as charged in the said complainants said Long Bill, but the Defendant knows nothing of the consideration of said Note save by the said complainants said Long Bill

And the Defendant further answering denies that the said notes were in the possession or the property of said Bull after the maturity of the said notes as is charged in the said complainants said Long Bill. but on the contrary thereof

this defendant long before the maturity of said notes discounted the same for the said Bull, and paid him the full amount thereof less the legal interest for the time the same had to run, and that said Bull then and used in writing, and delivered the said notes to this Defendant, without this Defendant having any knowledge that the said Maher & Kelley had any defence or claimed to have any defence to the said notes, and from that time until the maturity of the said notes, and ever since the said notes have been in the possession of, and the exclusive property of this Defendant as such endorser thereof in good faith and for value as aforesaid. And this Defendant further answering admits that it has commenced a suit on the said notes on the law side of this honorable Court, and the said suit is still pending as is charged in the said Complainant's said last Bill.

And this Defendant further answering denies the said Bull transferred the said notes over to him to this Defendant without consideration and after the maturity of the same for the purpose of making the said Bull in the name of this Defendant to cut off any defence

which said Maher, Kelley might have to said notes, a cipher of them as is charged in the said Complainant's said Corp Bill but on the contrary thereof this Defendant, discounted the said notes as follows for the said Bull, and paid him the money therefor long before the maturity of said notes, ^{and the said notes} were endorsed and delivered by said Bull to this Defendant, long before the maturity of the said notes, and from that time until the said notes matured, and ever since, they have been in the possession of and the exclusive property of this Defendant, and were by this Defendant sent directly to its attorneys in Chicago to be collected.

And this Defendant denies all and all manner of unlawful combination and confederacy wherein it is by the said Corp Bill charged without this that there is any other matter cause or thing in the said Complainant's said Corp Bill contained material or necessary for this Defendant to make answer unto, and not herein's hereby well and sufficiently answered confessed negated and avowed or denied is here to the knowledge or belief of this Defendant, all which matters and things this Defendant is ready and willing to aver maintain and

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prove as this honorable court, shall direct
and humbly prays to be hence dismissed with
his reasonable costs and charges in this
behalf most monqfully sustained

Henry Anthony & Co } I & Some Pres.
Attorneys for Defendant } Cecil Bank State
Cecil Bank of Maryland. } of Maryland.

State of Illinois Court County for
on this
twelfth day of August, A.D. 1861 before me
personally appeared the above named Jacob
Some President of the Cecil Bank of Mary-
land, and made oath that he had read
the above answer subscribed by him as
the President of the Cecil Bank of Mary-
land, and knows the contents thereof, and that
the same is true of his own knowledge except
as to the matters which are therein stated to
be on his information or belief, and as to those
matters he believes it to be true

Subscribed & sworn to } I & Some Pres
before me this 12th day } Cecil Bank of Maryland
of August A.D. 1861
At St. Louis clerk
Superior Court of Chicago.

The Superior Court of Chicago
of the Term 1861.
In Chancery.

The answer of Edward S. Downs one
of the Defendants to the Verif Bill of
Hugh Maher & Edward Kelley filed in
the case of leadwallader Bull vs Hugh
Maher & Edward Kelley

This Defendant now and
at all times hereafter saving and reserving
unto himself all benefit and advantage
of exception which can or may be had
or taken to the many errors uncertainties
and other imperfections in the said Verif
Bill of the said Maher & Kelley contained
for answer thereto or unto so much and
such parts thereof as this Defendant is
advised is or are material or necessary for
him to make answer unto, this Defendant
answering saith, that as to the matters and
things contained in the said Verif Bill
in relation to a copartnership between said
Maher & Kelley & the said leadwallader
Bull, and the transactions under said part-
nership, this Defendant shows nothing

whatever, save what is contained in the said last Bill, and cannot admit or deny the same, but leaves the said complainants in the said last Bill to make full proof of the same.

And the Defendant further answering admits that on or about the fourth day of May A.D. 1840. the said Hugh Mahon & Edward Kelley executed and delivered to the said leadwallader Bull their promissory note for the sum of fifteen hundred & twenty five Dollars. pay able in three months from the date thereof at the Bank of America in the City of New York and that said note was signed by the firm name of Kelley & Co and made pay able to the order of the said Hugh Mahon, and by the said Mahon endorsed and delivered to the said Bull as is charged in the said complainants said last Bill, but the Defendant knows nothing of the consideration of said note save by the said complainants said last Bill.

And the Defendant further answering denies that the said note was in the possession or the property of said Bull after the maturity of said note as is charged in the

said Complainant said Corp. Bull. but on the contrary thereof this defendant long before the maturity of said note disallowed the same for the said Bull, and paid him the full amount thereof less the legal interest for the time the same was to run and that said Bull then endorsed in writing, and delivered the said note to this defendant without this defendant having any knowledge that the said Maher & Kelley had any defence or claimed to have any defence to the said note, and from that time until the maturity of the said note, ^{and ever since the said note} has been in the possession of and the exclusive property of this defendant as such endorsee thereof in good faith and for value as aforesaid.

And this defendant further answering admits that he has commenced a suit on the said note on the law side of this Honorable Court, and that the said suit is still pending as is charged in the said Complainant's said Corp. Bull.

And this defendant further answering denies that the said Bull transferred the said note to this defendant without consideration, and after the maturity of the same for the purpose of enabling

said Bull in the name of this Defendant and to cut off any defense which said Maher & Kelley might have to said note as is charged in the said complaint and said Serp Bill, but on the contrary thereof this defendant discounted the said note for the said Bull, and paid him the money there for long before the maturity of the said note and the said note was endorsed and delivered by said Bull to this Defendant long before the maturity of the same, and from that time until the said note matured, and ever since it has been in the possession of and the exclusive property of this Defendant, and was by this Defendant sent directly to his attorneys in Chicago to be collected.

And this Defendant denies all and all manner of unlawful combination and confederacy, wherein he is by the said Serp Bill charged without this that there is any other matter cause or thing in the said complaint and said Serp Bill contained material or necessary for this Defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied in this to the knowledge or belief of this defendant all which matters and things this

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Defendant. is ready to aver maintain and
 prove. as this honorable Court shall direct
 and humbly prays to be hence dispensed with
 his reasonable costs and charges in this behalf
 most strongly sustained

Henry Anthony & Gust
 Solicitors for Edw. H. Downs
 E. H. Downs

State of New York
 County of Schuyler
 ss

Edward H. Downs
 the Defendant above named appeared
 in the County of Schuyler and State of
 New York being first duly sworn, makes
 oath, and says that he has read the
 above answer, and knows the contents thereof,
 and has subscribed the same, and that
 the facts therein stated are true.

Subscribed and sworn to
 before me at Havana
 of said County 9th day
 of August A.D. 1861
 J. B. Whitman

E. H. Downs,

Justice of the Peace

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State of New York }
Schenck County Clerk's office } ss

I Devalson J.
Marshall clerk of said County, and of the
County thereof do hereby certify that J. B.
Whistler Esq was at the date of the cer-
tificate of proof or acknowledgment of
the annexed instrument, a Justice of the
Peace in and for said County, duly author-
ized to take the same, that I am well
acquainted with his handwriting and
truly believe that the signature to said
certificate is genuine and that said
instrument is executed and acknowledged
according to the laws of this state

In Testimony Whereof I have hereunto
set my hand and affixed the seal of said
County and County at Havana
this 9th day of Aug 1861
J. J. Griffith Dep Clerk



And afterwards to Wit, on the Eleventh day of Sep-
tember in the year of our said, the said Goodwill and
Bull by Henry Anthony Esq. his solicitor filed in
said Clerk's office of said County. his answer
to Crop Bill. Which is in words and figures follow-
ing to Wit.

The Superior Court of
Chicago
of the September Term 1861.
In Chancery

The answer of Cadwallader Bull one of the
Defendants to the bill of Edward
Kelley and Hugh Maher Complainants

This Defendant now and at all times
hereafter, saving and reserving unto himself
all benefit and advantage of exception
which can or may be had or taken to the
many errors, uncertainties, and other imper-
fections in the said Complainants said Bill
here contained, for answer thereto or unto
so much and such parts thereof as this
Defendant is advised is or are material
or necessary for him to make answer
unto this Defendant answering admits
that on or about the sixth day of ~~septem-~~
~~ber~~ April A.P. 1860 he made and entered
into articles of Copartnership with the
said Complainants, Kelley & Maher
whereby he agreed to become partner
in the Coal business in the City of Chicago
under the firm name of Kelley & Co. that

Said Co-partnership was to Commence on the fifteenth day of April 1860. and to terminate, no years from its commencement and to continue the same for five years longer if they all the parties to the same should see fit to continue the said partnership.

That by said articles of Co-partnership the Defendant agreed to furnish & provide all the local to carry on said business on board of vessels in Buffalo or Cleveland at the lowest market cash value. at those places that the said local was to remain the property of this Defendant till sold in the ordinary course of business, that this Defendant was to furnish at his own expense a competent person to keep the books of said firm at Chicago, that the said Complainant Maher agreed to furnish as his proportion of the Common stock of the firm the use of the lot of land then occupied by said Complainant as a local yard and also the use of all the fixtures, Carriage Wagon to be used in the business. That the said Complainant Shelley agreed to contribute as his proportion his whole time & attention to the superintendence & management of the business of the firm for the mutual benefit & advantage of all parties That

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It was further stipulated by said articles
that all the expenses of the business of
said firm should be borne in common by
the said Complainants & this Defendant
excepting the salary of the Porter Keeper
which was to be paid by this Defendant
and all the profits of the said business
were to be equally divided between the
said Complainants and this Defendant
That the said Complainants Kelley &
Maher agreed to bear all losses that might
arise from bad debts created by them or
either of them by giving credit to irrespon-
sible persons. That the said Defendant
was to fully insure in some responsible
Insurance Company, all cargoes shipped
by him for said firm, that any loss that
might arise on account of failing to
insure, should be borne by this Defend-
ant. That the expense of insuring was
to be borne by the partners in common, that
money paid for freight should be considered
as expenses of the firm & be borne in common
by said Complainants and this Defendant
and that the said Complainants should
be credited on the firm books for all monies
advanced by them for freights, that neither
party should do any act prejudicial to

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the firm, that correct books of account
should be kept in which should be
entered all moneys received & paid, all
purchases, and sales of coal & all moneys
paid for expenses & all matters of account
relating to the business of said firm, that
said books were to be accessible to all the
partners at all times, that at the close of
each month the books of said firm were
to be balanced, and each partner furnished
with a balance sheet of the Ledger: that
on the first day of May of each year ex-
cepting the first day of May 1860, an
account should be taken & stated on
the Ledger of all the stock property, and
assets of the firm & of all liabilities &
debts, that each partner might draw
his share of the profits after paying all
expenses, losses, and liabilities & that any
partner indebted to the firm should
refund to the firm the amount of his
indebtedness & at the expiration of said
Copartnership or the earlier termination thereof
a similar account should be taken
& stated on the ledger & all the Coal
on hand furnished by the Defendant
for which this Defendant had not been
paid, should be delivered back to him

then Defendant in Chicago; and the
 possession of the said lot used as a Coal
 yard to be delivered back to said Complain-
 ant Maher, as well as all fixtures, carts
 Waggoner, &c furnished by him to the firm
 provided they to be then in existence
 and after paying all the expenses & losses
 & liabilities of the firm, all the assets,
 stocks, property & every thing belonging
 to said firm to be equally divided between
 them, provided they should bear and make
 good the losses & expenses mentioned,
 that it was further covenanted & agreed
 by said Articles of Copartnership, that
 neither partner should have the power to
 bind the firm in any case as surely and
 that in case any of said partners so doing
 he should forfeit his interest in the firm
 & that no draft, notes, bonds, or obligations
 should be given by said firm without the
 written assent of said Complainant
 Maher, & that in case any such note
 draft, bond, or obligation should be given
 without his Maher consent, he should
 not be bound to pay the same & might
 declare the said Copartnership dissolved,
 that it was further agreed by the said
 articles of Copartnership that after the

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the payment of the expenses of the firm
all the monies the proceeds of the sales of
coal should be weekly paid over to the
bookkeeper aforesaid, for this Defendant
to the amount of the cost of the coal fur-
nished by this Defendant; & that neither
party was to withdraw from the firm any
money unless it should be required for
the benefit of the firm excepting that this
Defendant might draw from the said
firm for the payment of the salary of the
bookkeeper & after paying said salary
of the bookkeeper & the other expenses
therein referred to, the balance of the Cash
on hand should be paid to this Defendant;
in the manner therein provided, that is
to pay to the said bookkeeper the amount
of the cost of the coal furnished by this
Defendant; that it was further agreed by
said articles of Copartnership, that if after
the expiration of one year from the date
of said articles any one of said Copartners
should be dissatisfied, with said business
from any cause, such party might ter-
minate said Copartnership at any time
by giving notice of such termination & in
that case the affairs of the firm should be
settled & adjusted in the same manner as

said copartnership terminated by limitation
 that on or about the sixth day of September
 1860 the said Complainants and this
 Defendant executed another instrument
 in writing referring & modifying the said
 articles of copartnership, stipulating, that
 the Copartnership or joint interest of the
 said Complainants & this Defendant was
 to be confined exclusively to local furnished
 to said firm by this Defendant & not in any
 manner to extend to any transactions of the
 said Complainants theretofore composing
 the firm of Pelley & Co. in any other local
 or in purchases of the same from any other
 persons or firms, with which transactions
 this Defendant was to have no interest what-
 ever, that the same, and all other matters
 outside of local shipped by this Defendant,
 were to be the separate transactions of the
 said Complainants, and that the said
 articles of copartnership were declared
 by said last mentioned agreement to have
 no reference, or connection with the business
 of the firm of Pelley & Co of which the said
 Complainants were the only members, &
 that it was the intention of the said
 parties to create by said articles a joint
 interest only in the local supplied by

115- this Defendant to said concern, that it was also stipulated by the last agreement that said complainant Kelley should pay towards the salary of the said boot-keeper employed by this Defendant to keep the books of the concern, the sum of one hundred and fifty Dollars per annum from the date of said articles of copartnership, as the said complainants have alleged in their said Verif Bill

And this Defendant further answering denies that the said complainants have performed, all and every matter and thing by them covenanted, and agreed to be done & performed in and about the partnership business as they have alleged in their said Verif Bill, but on the contrary thereof the said complainants did not keep separate books for the joint business of the said complainants, and this Defendant as by the said articles of copartnership they agreed to do, but used the same, books in the said business as were used in the old firm of Kelley & Co of which the said complainants were the only members, by which the accounts of the old and new firms were mixed up and confused.

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And the said Complainants did not send this Defendant a monthly balance sheet of the Ledger showing the state of the business, as the said articles of Co-partnership, they had agreed to do, but on the contrary thereof they refused to send this Defendant any such balance sheet, although this Defendant often requested the said Complainants, so to do but by various unfounded pretexts, and excuses they endeavoured to keep this Defendant then, and now living in the City of Buffalo, and State of New York, in ignorance of the situation of business of the firm in Chicago. And the said Complainants did not pay over the weekly proceeds of the sales of local to the said Bots Kuper for this Defendant, as in and by said articles of Co-partnership, they had covenanted, and bound themselves to do, but on the contrary thereof they refused to pay over the said weekly sales of local to the said Bots Kuper for this Defendant, although the said Bots Kuper had requested them so to do, and this Defendant had frequently applied to them by letter so to do. and at the time of the filing of the original bill in this cause they owed this Defendant over Eleven hundred Dollars for local sold, for which they had not paid or accounted, that the said Complainants appropriated large sums of money to their own use and purposes from time to time which by

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the said articles of Copartnership, they bound themselves to pay over to the said Broker Keeper for this Defendant, thereby embarrassing this Defendant and preventing him from punctually meeting his obligations for coal purchased and sent to Complainants at Chicago to be sold in the manner specified in the said articles of Copartnership.

x And this Defendant further answering denies that he had violated any of the covenants of the said articles of Copartnership to be performed by him, and that he had refused to supply the said Complainants with coal to be sold on the joint account of the said Complainants, and this Defendant, before the said Complainants, had neglected to keep separate books for the said business, and had refused to send this Defendant monthly balance sheets of the Ledger, to enable this Defendant to ascertain the Condition of the business and had refused to pay over to the said Broker Keeper for this Defendant the moneys proceeds of the sales of coal in the manner specified in the said articles of Copartnership to enable this Defendant to meet the obligations he had incurred for the purchase of the coal sent to said Complainants for sale as aforesaid, but on the contrary thereof this Defendant continued

regularly to supply the said complainants with all the coal they could sell until they refused to send this Defendant monthly balance sheets of the Ledger of the said firm, and until they refused to pay over to the said Complainants to Mr. Keuper for this Defendant the weekly sales of coal, when this Defendant was compelled to stop the supply of coal, because the said Complainants refusing to send monthly balance sheets of the Ledger of the firm, left this Defendant without any knowledge of the Condition of the firm and business in Chicago, and because the said Complainants, refusing to pay over to the said Mr. Keuper the proceeds of the weekly sales of coal for this Defendant, left this Defendant ^{practically deprived of coal and means of the firm} without the means for meeting his obligations for coal already purchased and shipped to said Complainants at Chicago but this Defendant charges, that he had supplied all the coal which the business of said Kelley & Co required, and in proof thereof he shows and states to this Court that said Maher & Kelley about the beginning of October 1864, had a large amount of the coal furnished by this Defendant on hand, which about that time they pretended to sell in gross to one James Roberts for \$2800. And this Defendant further answering denies, that he shipped

coal to other parties than the complainants in Chicago in violation of his agreement with the said complainants, or at all, until, and after the said complainants violated the articles of Copartnership in refusing to send this Defendant monthly balance sheets of the Ledger of the firm, and in refusing to pay over to said Bookkeeper for this Defendant the weekly proceeds of the sale of the coal, but this Defendant did ship coal to other parties in Chicago after the said complainants had violated the said articles of Copartnership as aforesaid and after this Defendant deemed it unsafe to ship any more coal to the said complainants as they had refused to render any more accounts, and refused to pay over any more money the proceeds of the coal already shipped to them.

And this Defendant further answering denies that he had bound himself by the said articles of Copartnership to ship coal to no one else than the said complainants during the continuance of said partnership, or that the agreement was so understood when the said partnership was formed, and the agreement so entered into as aforesaid, but on the contrary thereof it was expressly understood when the said Copartnership was formed and

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the said agreement executed that this Defendant might ship coal to other parties in Chicago provided this Defendant sent the said Complainants as much coal as they could sell and this Defendant avers, that he supplied the said Complainants as much coal as they could sell until they the said Complainants refused as aforesaid to perform the covenants of the said articles of copartnership on their part to be performed, and this Defendant further shows to this Court that the said Maher & Kelley had a very large quantity of coal supplied by this Defendant on hand about the time when the difficulty commenced between this Defendant, and said Maher & Kelley to the value of \$2900. and upwards.

And this Defendant further answering says, that he did supply the amount of coal set forth in his original Bill to the said Defendants therein, and the same is entered on the books of the said concern, so that said Maher & Kelley have ample means of ascertaining the quantity thereof.

And this Defendant further answering admits that he is a non resident of the State of Illinois and a resident of the City of Buffalo in the State of New York as the said Complainants have alleged in their said

Leop Bill but denies that he has any property within the jurisdiction of this Court. unless the said Complainants have secreted or have not been able to dispose of all the Coal which this Defendant sent the said Complainants to be sold on account of the said firm and which said Coal was to be, and remain the property of this Defendant until sold.

And this Defendant further answering admits that he has filed a Bill against the said Complainants asking for the relief which is stated in the said Complainants said Leop Bill

And this Defendant further answering denies that he is indebted to the said Complainants in any sum whatever for any breach of the said articles of partnership by this Defendant, as the said Complainants have charged in their said Leop Bill but on the contrary that the said Complainants are indebted to this Defendant in a large amount of money for Coal furnished by this Defendant to the said Complainants which they either have sold, and never accounted to this Defendant, or which they have on hand and refuse to account for the same to this Defendant, and for his share of the profits in the

paid business of said Kelley & Co to wit the sum of Five Thousand Dollars.

And this Defendant further answering says that the said firm of Kelley & Co composed of the said Complainants and this Defendant, had made a contract with one A. D. Barton of Chicago to furnish him with a large amount of coal from time to time as the said Barton wanted to use the same, and for which the said Barton had given his note payable in several months and which said note was sent to this Defendant by the said Complainants and charged to this Defendant by the said Complainants, and that the Complainants after furnishing the said Barton with part of the coal called for in said contract, refused to furnish the said Barton any more coal under the said contract although at the time of such refusal they had on hand a large amount of coal belonging to this Defendant, and much more than enough to fill said contract with said Barton, that the said Barton when the said Complainants refused to furnish him any more coal under the said contract, notified this Defendant that he would not pay the said note when it

matured, if the local was not furnished him in the quantity, ^{and quality} and at the price called for in his said contract with Kelley & Co. that the Defendant in order to save his credit as he had negotiated the said Boston note had to buy local to fill the balance of said contract with said Boston, late in the season and at greatly enhanced prices, and had to ship it by rail road from Detroit to Chicago instead of vessels owing to the close navigation at greatly increased rates of freight, whereby the Defendant sustained great damage to the amount of six hundred, thirty eight (\$638) Dollars.

And this Defendant further answering admits that on the fourth day of May A.D. 1860, the said Complainant executed & delivered to the Defendant their promissory note for the sum of fifteen hundred and twenty five Dollars payable in three months from the date thereof at the Bank of America in the City of New York signed by said Complainant under the name of Kelley & Co. & made payable to the order of, indorsed by the said Complainant Hugh Mahon & delivered to the Defendant, and the said Complainant have charged in their last Bill, but the Defendant denies that the said note

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was given to carry into effect & consummate
said articles of copartnership between the said
complainants & other Defendant as the said
complainants have alleged in their said last
Bill, but on the contrary thereof the said
Note had nothing to do with the new firm of
Kelley & Co of which this Defendant was a mem-
ber, but was given by the old firm of Kelley &
of which the said complainants were the
members, to this Defendant on account of an
indebtedness which the said old firm of
Kelley & Co owed this Defendant for coal
furnished them by this Defendant, before
the new firm of Kelley & Co was formed under
the said articles of copartnership.

And this Defendant further answering
denies that the said Note was in the possession
of & property of this Defendant after the maturity
of the same as the said complainants have
charged in their said last Bill, but on the
contrary thereof this Defendant negotiated
and transferred the said Note by indorsing
the same in Writing to one Edward St Louis
shortly after the same was transferred to this
Defendant, and long before the same matured
whose property it has ever since remained
And this Defendant further answering admin-
ister information and belief, that the said

Edward H. Downs commenced on the Com-
mon law side of this Honorable Court in
October last, a suit on the said note as the
said Complainants have charged in their
said Subp. Bill, but denies that this Defen-
dant owns the said note or has interest in the
same, and this Defendant further denies
that he transferred the said note to said
Downs without consideration, and after its
maturity for the purpose of enabling said
Downs to recover on the same, and thereby
prevent said Complainants from setting
up & claiming damages sustained by the
refusal of this Defendant to perform said
articles of copartnership as the said Com-
plainants have charged in their said Subp.
Bill, but on the contrary thereof as this
Defendant has heretofore alleged, this
Defendant sold the said note to the said
Downs within a few days after it was
made, and delivered to this Defendant
the said Downs paying this Defendant
for the same the face of the said note less
the interest to accrue on the same, and
this Defendant then and there indorsed
the said note in Writing, and delivered
it to the said Downs long before this
Defendant had any difficulty in his

partnership matter with the said Complainants, and long before the said Complainants humped up a charge of Damages against the Defendant.

And this Defendant further answering admits that on the eighth day of June 1840 the said Complainants executed & delivered to this Defendant three promissory notes, one of said notes payable in two months for twelve hundred & eighty two Dollars and ninety seven cents, and the other in three months for thirteen hundred and two Dollars and six & one cent, both of said notes payable at the Bank of America in the City of New York & signed by the said Complainants under the name of Kelley & Co. and made payable to the order of and indorsed by the said Complainant Hugh Maher, and delivered to this Defendant as the said Complainants have charged in their said Corp Bill, but this Defendant denies that the said notes or either of them were given to carry into effect & consummate said article of partnership, between the said Complainants and this Defendant as the said Complainants have alleged in their said Corp Bill, but on the contrary these of me

of the said last mentioned notes had
 any thing to do with the new firm of Kelley &
 of which this Defendant was a member,
 but both of said last mentioned notes were
 given by the old firm of Kelley & Co of which
 the said complainants were the members
 to this Defendant, on account of an indebted-
 ness which the said old firm of Kelley & Co.
 owed this Defendant for coal furnished
 them by this Defendant before the new firm
 of Kelley & Co was formed under the said
 articles of Copartnership.

And this Defendant further
 answering denies that the said notes or either
 of them were in the possession or property of
 this Defendant after the maturity of the
 same as the said complainants have charged
 in their said last Bill, but on the contrary
 thereof this Defendant sold and transferred
 title of said notes by indorsing the same
 in writing to the Cecil Bank of Maryland
 shortly after the same were transferred to this
 Defendant, and long before the said notes
 or either of them matured.

And this Defendant further answering
 admits on information and belief, that the
 said Cecil Bank of Maryland commenced
 on the common law side of this Honorable

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Count in October last; a suit on the said notes as the said Complainants have charged in their said Corp Bill. but this Defendant denies that he owns the said Notes or either of them or has any interest in the said notes or either of them & this Defendant further denies that he transferred the said notes or either of them to the said Cecil Bank of Maryland without Consideration, and after their maturity for the purpose of enabling the said Cecil Bank of Maryland to recover on the same & thereby prevent said Complainants from setting up, & claiming damages sustained by the refusal of this Defendant to perform said articles of Partnership as the said Complainants have charged in their said Corp Bill but on the contrary thereof as this Defendant has hereinbefore alleged this Defendant sold both of the said last mentioned Notes to the said Cecil Bank of Maryland within a few days after they were made and delivered to this Defendant the said Cecil Bank of Maryland paying this Defendant for the same the face of the said notes less the interest to accrue on the same, and this Defendant then & there indorsed both of the said Notes in writing

and delivered them to the said Cecil Bank of Maryland long before the maturity of the same, and long before the said Complainants trumped up a charge of damages against this Defendant.

And this Defendant denies all and all manner of unlawful combination and confederacy wherewith he is by the said Serp Bill charged, without any that there is any other matter cause or thing in the said Complainants said Serp Bill contained material, or necessary for this Defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avowed a denial or true to the knowledge or belief of this Defendant, all which matters and things this Defendant is ready to, and willing to aver, maintain, and prove as this Honorable Court shall direct, and humbly prays to be hence dispensed with his reasonable costs and charges in this behalf most humbly sustained

Henry Anthony & Co.
Solicitors for said Defendant.

Cadwalader Bull.

State of New York
 Erie County

On this seventh day
 of September, before me personally appears
 the above named Cadwallader Bull
 and made oath, that he has read the above
 answer subscribed by him and knows the
 contents thereof, and that the same is true
 of his own knowledge except as to the matters
 which are therein stated to be on his informa-
 tion or belief, and as to those matters he believes
 it to be true.

In Witness Whereof I have hereunto
 set my hand and affixed my Notarial seal
 this day of September 1861.

Jas A. Lehard
 Notary Public Erie Co

Ed S

And afterwards to Wt. on the sixth day of
June. in the year of our Lord one Thousand
Eight Hundred. and fifty Two. the said
Hugh Maher. and Edward Kelsey by
W. W. Drummond their solicitor filed in said
Clerk's office of said Court. their replication
which is in Wnds. and figures following
to Wt.

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The Replication of Hugh Maher, and Edward Kelley Complainants named in the Corp Bill to the several answers thereto of Leonard Wallader Bull, Edward H. Downs and the Cecil Band of Maryland defendants.

These replicants saving and reserving unto themselves, all and all manner of advantage of Exception to the manifest insufficiencies of the said several answers respectively for replication hereunto say that they will aver and prove their said Corp Bill to be true, certain and sufficient in the law to be answered unto, and that the said several answers of the said Defendants are uncertain untrue, and insufficient to be replied unto by these replicants. Unshaken also that there are any other matters or things whatsoever in the said several answers containing material or necessary in the law to be replied unto, confessed and avowed traversed or denied are true, all of which said several matters and things these replicants are, and will be ready to aver and prove as the Honorable Court shall direct, and humbly pray as in and by their

Said Serp Bill they have already pay-
ed.

St E. F. F. R.
of Counsel.

W. W. Drummond
Sol. for Complainants
in Serp Bill.

And afterwards to wit on the Twentieth day
of June in the year last aforesaid. the
same being one of the days of the same Term
of said Court. the following among other
proceedings were had and entered of record
in said Court to wit.

Caawallader Bull.	} Bill
^{vs}	
Hugh Mahon and Edward Kelley	

This day again comes
said parties to this cause. and on motion
Hervey Anthony Esq. Solicitor for said Com-
plainant it is ordered by the Court that
said Defendants, be and are hereby required
to close taking of proofs in said cause, by
first day of the next Term of said Court.

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And afterwards to mt on the twentieth day of July in the year aforesaid the same being one of the days of the July Term of said Court. the following among other proceedings were had and entered of record in said Court to wit

Leadwallader Bull	}	Bill.
^{vs} Hugh Maher and		
Edward Shelley.		

This day came again the parties to this cause and on motion of complainant solicitors It is ordered that defendents be and are hereby required to close taking of proofs herein by the fifteenth day of August next.

And afterwards to mt. on the same day. and year last aforesaid. the said Hugh Maher filed in the office of said Clerk of said Court. the

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affidavits of the said Hugh Mahan
and Daniel C. Nichols, which are
in Wads, and figures following to wit

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Superior Court of Chicago
 Hugh Maher et al
 ad
 Cadwallader Bull. } In Chancery

State of Illinois }
 Cook County. } ss.

Hugh Maher
 of said County, and State being duly
 sworn depos. and says. that this depo-
 nent entered into a copartnership with the
 said Cadwallader Bull, and Edward +
 Kelley on the 15th day of April A.D.
 1860. That the agreement of copartnership
 formed as aforesaid was in writing a copy
 of which is annexed to this affidavit +
 marked "Exhibit A"

And this deponent further says. that
 the principal object that this deponent had
 in entering into said copartnership was
 by means of the arrangement to receive
 by means of his share of the concern what
 moved amount to a few rent for the use
 of the local yard, and fixtures belonging
 to the same, which were the property of
 this defendant.

And this deponent further says.

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that by the terms of the Articles of copart-
nership this deponent was to have nothing
to do with the management of the business
of the firm, but was to furnish and contri-
bute as his proportion of the Capital stock
of the firm the lot of Land in Chicago
formerly occupied by this deponent and
the said Edward Kelley as a coal yard
and also the use of the fixtures, Carts &
Wagons &c then used by this deponent
and the said Edward Kelley in the coal
business

And this deponent further says that
by the said Articles of Copartnership the
said Edward Kelley was to have the sole
control and management of the business
of said firm, and that this deponent was
to give no attention to the business of
the firm, than to receive his share of
the profits unless the proceeds of the
sales of coal by said firm should
not be sufficient to pay freights on coal
as the same should be received, when
he was to contribute towards the pay-
ment of such freights until the
money be realized from the sales of coal
when he should receive back such
advances

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And this deponent further says that the said Bull was to furnish all the local that should be needed or required for the business of said firm during the existence of said firm, and was to furnish a bookkeeper at his own expense to keep an account of local received, and sold, and all business transactions of said firm, and was to receive the first cost or lowest cash value at Buffalo and Cleveland, and one third of the profits of the concern after paying all expenses, and that said Kelley was to receive one third of the profits of the concern after paying all expenses for his management of the business of said firm, and this deponent was to receive one third of the profits of the concern as aforesaid, for the use of the lot and fixtures so to be furnished by him as aforesaid.

And this deponent further says that the business of said firm commenced soon after the 15th day of April 1860, and continued till the 11th day of October A.D. 1860, when the said Edward Bull commenced suit by filing a bill of complaint in this court against this deponent, and the said Edward

Kelley, alleging among other things that this deponent, and the said Edward Kelley had made default in keeping and performing the covenants on their part contained in said articles of copartnership and praying among other things for a dissolution of said copartnership, and an account and closing up of said concern.

And this deponent further says, that on his part he has made no default but has kept and performed all the covenants to be kept and performed on his part but that if any default was or has been made by either of the said Defendants in this Suit they were made by the said Edward Kelley, and not by this deponent, and as this deponent is advised and believes he is not responsible for any defaults that the said Kelley has made in keeping the covenants contained in said articles of copartnership.

And this deponent further says, that he is informed and believes that the said Bull, wholly failed as he had agreed to furnish the said firm with all the coal that was required for the business of said firm, and that the said firm by their agents relying

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upon the said Bull keeping the covenants on his part, contracted with various parties in the City of Chicago and elsewhere a large amount of coal to be delivered by said firm during the fall of 1860, and the winter of 1860, and 1861 and that the price of coal in the fall of 1860, advanced largely to the amount of \$2 or \$300 per ton, and that as soon as coal began to advance aforesaid the said Bull refused and failed to furnish said firm any more coal, and that this deponent thereby lost all the profits that would otherwise have been made, by the default of the said Bull to furnish said coal in pursuance of said articles of copartnership.

And this deponent further says that he has been compelled with the said Kelley, the said Bull being a non resident of this state to pay a large amount of damages to various parties in the City of Chicago and elsewhere, on account of the failure of said firm to fulfil their contracts aforesaid, to deliver coal in pursuance of the contracts of said firm, and which the said firm were unable to fill on

account of the default of said Bull to furnish said firm with coal in pursuance of said articles of copartnership.

And this deponent further says, that he has been informed, by said Edward Kelley, that he has kept all the covenants on his part, but whether such information is correct or not, this deponent is unable to say, and that said firm has lost a large amount of money and incurred large liabilities to various parties on account of the default of the said Bull in keeping the covenants on his part, and that various parties in Chicago and elsewhere, have threatened to bring suits on contracts made by said firm previous to October 11, 1860, to deliver coal, and that a very large portion of the persons to whom said firm delivered coal while said firm was in existence, refuse to pay for the same for the reason that only a part of the coal contracted to be delivered to such persons has been delivered on account of the failure of said Bull to furnish said firm with coal, so as to enable the said firm to fulfill their contracts to deliver coal.

And this deponent further says, that he is unable to state fully the business transactions of the said firm for the reason that he has given no attention to the same and has left the management of the same wholly to the said Edward Kelley as was contemplated by the said Articles of Copartnership. And this deponent further says, that he has received no compensation from said firm whatever for the use of his coal yard, and fixtures except a small amount of coal, but has paid out for said firm a considerable amount of money for freight and other purposes, and that he has not received in return therefor, or for the use of his said yard, and fixtures anything whatever except as aforesaid.

And this deponent further says, that he is advised, and believes that if he is made to contribute in any way for the defaults of the said Kelley that the said Bull should in equity contribute to this deponent for the use of his coal yard, and fixtures.

And this deponent further says that, as the said Kelley had taken sole charge of the business of said firm previous

to the Commencement of this suit and as this deponent was wholly unacquainted with the business transactions of said firm that the said Kelley has made the consent of this deponent since the commencement of this suit continued to take charge of and the control of the litigation growing out of the business transactions of said firm, and that this deponent during a considerable portion of the time since the commencement of this suit has necessarily been absent from the City and wholly absorbed in his private business, relying upon the said Kelley and W W Drummond Esq who was employed to give the matter in suit such attention and to take such steps in the case as to protect the rights of this deponent, as well as the rights of the said Edward Kelley and this deponent further says, that this deponent, and the said Edward Kelley under the advice of the said Drummond have filed an answer to the Bill of Complaint filed by the said Bill as aforesaid, and also a Cross Bill, in the same case, and as he this deponent is informed and believes

194 said Bull has filed an answer to the said Corp Bill.

And this Deponent further says that he has frequently talked with the said Drummond and the said Kelley in relation to this case, and has always been informed by them, that both the said Kelley and the said Drummond were giving all the attention to the said case that was necessary, and that he supposed that such testimony and steps were being taken or had been taken as to fully protect the rights of this deponent until about the 29th day of June last when he was informed, that a Rule had been taken on the Defendants in this case to close their proof by the first Monday of July instant, upon making inquiry he was informed that said Drummond had neglected to take the testimony in said cause and that his attention was so much occupied with other matters or from other causes, that he neglected to go on with the case, and this deponent was compelled to employ other solicitors to take charge of this case. And this deponent further says that on the 29th day of June last he employed

D. Card & J. Nichols to take charge
 of the said case, and take the evidence
 in the same on his part, and on the
 morning of the same day this deponent
 went with a member of said firm to the
 office of the Solicitors of Bull where
 the proof on the part of the said Bull
 had been taken before a Commissioner
 in said office to wit Laurence Poundfoot
 Jr. Esq. for the purpose of taking testimony
 on the part of said Defendants or
 this deponent, but that both the said
 Commissioner and the said Solicitors
 of said Bull declined to proceed
 or allow this deponent on that day
 to take testimony for the reason that
 either said Commissioner or said
 Solicitors or both were engaged in
 taking testimony in some other case
 that on the Monday following this
 deponent proceeded with taking the
 proofs before said Commissioner in
 the forenoon, but in the afternoon said
 Commissioner was engaged in taking
 testimony in some other case. as this
 deponent is informed and believes
 and for that reason the further taking
 of testimony on that day was continued

And this deponent further says that on the first and second days of July he is informed that his solicitors D^o & C^o & J^o Nicholas were engaged in the trial of an Indictment of Lunacy before the probate Court, and were unable for that cause to take testimony in said case, that on the third day of July he is informed that both the solicitors of said Bull and the said Commissioner before whom the testimony in this case has been taken were otherwise engaged so that they could not give their attention to the taking of testimony in this case.

that no business was done on the fourth day of July, and that on the fifth day of July this deponent went with a witness to the office of the said Commissioner and desired to take testimony in said case but that the solicitor for said Bull refused on that day to take any testimony in said case but consented to and did by stipulation extend the rule to close the proofs in said case one week.

And this deponent further says that on Monday and Tuesday in the forenoon of last week he was ready

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to take testimony in this case but
that said solicitors for said Bull as
this deponent is informed and believes
were engaged and declined to take tes-
timony in said case. That on Tuesday
in the afternoon and Wednesday in the
forenoon this deponent by his solicitors
were engaged in taking testimony
before said Commissioner to be used in
said case, and that this deponent was
also engaged in taking testimony
in said suit during Thursday, Friday
and Saturday of last week.

And this deponent further says
that he has been ready and willing
at all times since he was informed
as aforesaid, that a rule had been
taken to close the proofs in this case
on the part of the Defendants to pro-
ceed with the taking of proofs in this
case and has at all times made
every possible effort to have the testimony
taken except two days when his solicitors
were engaged in the probate court as
aforesaid. But that he has been able
to take but a small portion of the
proofs which he is advised is necessary
for him to take in this case to fully

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protect his rights for the reasons of a case and
that it has been wholly impossible for this
deponent to take all his proofs since he was
notified that a rule was taken to close his
proofs or as he believes since said rule was
taken, but that as he has been advised it
will take a month at least, and perhaps
longer for him to procure the attendance of
Witnesses, and to take all the proofs that he
is advised that it is necessary for him
to take in said case in order fully to pro-
tect his rights for the following reasons. That
said firm of Kelley & Co relying on the said
Bull to furnish them with a full supply of
lcoal had by said Kelley and the agents
of said firm made contracts to deliver lcoal
to O B & M. O. Walker Peter Gleason, R W
Dorr Seneca Wright, Dr Camo Lanabys North
Ben Jennings Frank Monroe A J Gallaway
J M Staples T E Parmelee D C Benham
Mr Blair M M Lanaway B F Hadduet
Mr Doty and Mr. Colom. and a great number
of other persons previous to October 11. 1860
and that on or about the 25th of Sept 1860
said Bull stopped delivering lcoal, and
the price of lcoal rapidly advanced and
came up two or three dollars in a ton and
the said Defendants on account of the failure

of the said Bull to supply said firm with local according to the terms of the said articles of copartnership, and the advance in the price of local, were compelled to pay to the parties aforesaid a large amount of damages, and the deponent knows no way of proving the facts aforesaid but by the parties with whom said contract was made.

And the deponent further says that he is advised that the testimony in this case necessarily requires an investigation, and examination of the complicated business growing out of the business transactions of said firm during the whole time of its existence embracing an examination of the books of the firm checks given by said firm drafts and acceptances, notes and suits and fragments a lengthy correspondence between the said Bull and said firm receipts and liabilities of said firm and other business matters of said firm during the whole time the same was in existence.

And the deponent further says that he is informed and believes that the complaint in this case has not yet closed his proof and was taking testimony on his part only.

a few days before he took a rule on the defendants that the proof in the case should be closed on the fifth instant which rule has been extended by the stipulation of the said Complainant till Monday next and that he is informed that the testimony of Robert J. Hunt the book keeper of said firm is not yet closed as appears from the deposition of the said Hunt. next said Complainant. and that the solicitors of said Bull admit that the testimony of the said Hunt is not yet all taken for the said Complainant.

And this deponent further says that this application for a further time to take his testimony in this case is not made for delay, but in good faith, and for the purpose of enabling this deponent to take the necessary proofs to protect his rights in the premises. That he has never made one dollar by his connection with said firm but has already lost several thousand dollars from said business, and that he is unwilling to sustain any further losses by any negligence on his part if he can keep it.

And this deponent further says that he is advised and believes that his rights and liabilities in the premises are entirely re-

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separate, and distinct from those of the said
Edward Kelley and that it may be necessary
for him so to amend the pleadings in said
Cause as to enable him this deponent to
make a separate defense to the matters
set up, and charged in said Bill of Complaint.

This deponent therefore asks of this
Honorable Court that the time for taking
the proofs in this cause on the part of this
Defendant or of this deponent may be
extended for such reasonable time as this
Court may deem necessary to enable this
deponent to take such proofs as he may
think proper to fairly protect his rights
in the premises, and that this deponent
may have leave to so amend the plead-
ings filed by him in this case as to enable
him to make a separate defense to the
matters and things charged in the said
Complainant's Bill of Complaint, against
this deponent, or against this deponent
jointly with the said Edward Kelley.

Subscribed and sworn Hugh Maher.
Before me this 14th day of
July A.D. 1862
Thos. B. Carter C.S.C.

Copy of Articles of Copartnership,

Articles of agreement made, and entered into
this fifth day of April A.D. 1860. by and
between Cadwallader Bull of the City of
Buffalo in the County of Erie and State
of New York, and Hugh Maher, and
Edward Kelley of the City of Chicago in
the County of Cook and State of Illinois
Minneapolis. The said Cadwallader
Bull, Hugh Maher, and Edward Kelley
have agreed, and by these presents do
agree to become partners in the coal trade
in the City of Chicago aforesaid under
the name and style of "Kelley & Co" as
the firm name, the partnership to commence
on the fifteenth day of April A.D. 1860. and
to terminate on the fifteenth day of April
A.D. 1862. being a period of two years, said
partnership may be continued for a
period of five years longer after said
fifteenth day of April A.D. 1862. provided
all the parties to this agreement shall
be willing to so continue it. and for the
purpose of carrying on the business of
said copartnership, the said partners
have agreed, and do hereby agree to

observe and fulfil the following covenants and conditions,

First. The said Cochrane Bull agrees to furnish and provide all the coal that shall be necessary, or that shall be required for said business at the lowest market cash value, which said coal is to remain the property of said Bull until the same shall be sold in the ordinary course of business sales. And the said Bull also agrees to furnish, and provide at his own expense a competent person to keep the books and accounts of said firm at Chicago said coal to be furnished on board the vessels in the Ports of Buffalo or Cleveland and at the lowest cash market value at these places when so furnished.

Second. The said Hugh Mahan hereby agrees to furnish and contribute as his proportion of the common stock of the firm the use of the lot of land in Chicago aforesaid, and now occupied by Kelly & Co as a coal yard, and also the use of the fixtures, carts, waggon &c now used by said Kelly & Co in the coal business.

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Third. The said Edward Kelley agrees to contribute as his proportion his whole time and attention to the superintendence, and management of the business of the firm for the mutual benefit and advantage of all parties.

Fourth. All the expenses of the business of the firm are to be borne in common by said three parties except the salary of the Boot & Keeper which is to be paid by said Bull, and all the profits of the firm business are to be equally divided between the three partners.

Fifth. Said Mahu. and Kelley agree to bear all losses that shall arise from bad debts created by them or either of them by giving credit to irresponsible persons.

Sixth. Said Bull agrees to fully insure in some responsible Insurance Company all cargoes of local ships for the business of the firm, and any loss that shall arise in consequence of his neglect to insure said local shall be borne by said Bull. The expense of such Insurance shall be borne in common

by said parties

Seventh, In case the receipts from the sale of local should be insufficient to pay the freights on said local at any time said Maher and Kelley agree to pay said freights when the same shall be payable, and all monies paid for freights shall be considered as expenses for the firm and shall be borne in common by said three partners. said Kelley and Maher shall be credited on the firm books for all monies advanced by them for freights

Eighth, said Bull, Maher, and Kelley agree that they shall do no act or acts that shall be prejudicial to the business of the firm,

Ninth, correct books of account shall be kept in which shall be entered all monies received or paid all purchases and all sales of local all monies paid for expenses, and all matters of account relating to the business of the firm which books shall be in common and accessible to all three partners.

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At the close of each month the books shall be balanced, and each partner shall be furnished with a balance sheet of the ledger. and on the first day of May in each year excepting however the first day of May A.D. 1840 a correct account shall be taken and stated on the ledger of all the stock, property and assets of the firm and of all the liabilities and debts and each partner may draw his share of the profits after paying all expenses, losses, and liabilities, and any partner indebted to the firm shall refund to the firm the amount of his indebtedness. At the expiration of this copartnership or the earlier termination thereof a similar account shall be taken and stated on the ledger and all coal on hand furnished by said Bull for which he may not have been paid shall be delivered back in Chicago to said Bull. and the possession of said lot used for the coal yard shall be delivered back to said Maher. and all the fixtures carts waggons &c the use of which said Maher shall be delivered back to him provided they shall be then

in existence, and after paying all expenses, and losses and liabilities of the all the assets stocks, property, and every thing, belonging to the firm, shall be equally divided between said partners provided the said partners shall bear and make good the losses herein before specially agreed to be assumed, and borne by them respectively.

Tenth, It is further mutually agreed that neither partner shall have the power to bind the firm in any case as surety and in case of any of said partners so doing he shall forfeit his interest in the firm, and no notes drafts bonds or obligations shall be given by said firm without the written consent of said Hugh Maher and in case of any such note draft, bond or obligation should be given without such consent said Maher shall not be bound to pay or discharge the same, and he may declare the copartnership dissolved.

Eleventh, It is further agreed that after the payment of the expenses of the firm all monies the proceeds

of the sale of coal shall be weekly paid over to the bootkeeper furnished by said Bull for said Bull to the amount of the cost of the coal furnished by him said Bull.

Twelfth. It is further agreed that neither partner is to draw from any money unless what may be required for the benefit of the firm excepting that said Bull may draw for the payment of the salary of the Boot Keeper aforesaid, and after paying the said salary and the expenses above referred to the balance of the Cash on hand shall be paid to Bull in the manner above provided for that is to say to the said Bootkeeper to the amount of the cost of the coal furnished by him said Bull.

Thirteenth. If after the expiration of one year from the date hereof any one of the said partners should be dissatisfied with said business from any cause such party may terminate this copartnership at any time by giving the other partner notice of such termination and in that case the affairs of the firm shall

be settled, and adjusted in the same manner as if the copartnership had terminated, by limitation.

In Witness Whereof the said parties have hereunto set their hands, and seals, this sixth day of April A.D. 1860.

Cadwalader Bull	Seal
Lugh Maher	Seal
Edward Kelley	Seal

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Superior Court of Chicago
 Hugh Mahu et al }
 ad } In Chancery
 Geo Wallaau Bull }

State of Illinois }
 Cook County } ss

Daniel C. Nichols
 of said County being duly sworn deposes
 and says that on the 22nd day of June
 last this deponent with his partner was
 employed to take charge of the defence
 of the above entitled cause so far as
 said Hugh Mahu is concerned. That
 since they were so employed they have
 given nearly their whole time and attention
 to the investigation of, and to the taking
 of the testimony in said cause. That
 this deponent has been unable to learn
 fully the facts connected with said
 cause. That this deponent has seen
 the said Edward Kelley the person who
 this deponent is informed and believes to be
 the most about said partnership trans-
 actions of any person, he having been
 the managing or acting partner of
 said firm. That this deponent had

one interview with said Kelley, about the time he was first employed in said Cause by the said Hugh Maher, and that said Kelley promised to give this deponent all needful information in relation to the business transactions of said firm but that since said interview this deponent has been unable to see said Kelley at any time, or to obtain any information from him, and has been and will be compelled to acquire a knowledge of the business transactions of said firm from other sources as best he can.

And this deponent further says that he has seen W. W. Drummond who was formerly connected with this cause, and that he was either unable or unwilling to give this deponent much information in relation to the facts in said cause.

And this deponent further says that it would in the opinion of this deponent be wholly impossible for this deponent to acquire the necessary understanding of the law and the evidence in said cause to make a proper defence therein, or do due

said Hugh Maher anything like justice in making defence in said cause & unless the time for taking the testimony should be further extended.

And this deponent further says that from an examination of the said Petition of Copartnership, and an examination of the evidence, and facts in this case so far as he has been able to acquire a knowledge of the same this deponent believes that a proper defence cannot be made for the said Defendant Hugh Maher under the joint answer of said Maher & Kelly filed in said cause, and that it will be necessary if leave for so doing can be obtained to file a separate answer for said Maher. And that from such examination as he has given this cause he is of the opinion that it will be necessary for the said Defendant Hugh Maher to examine a large number of witnesses in order to make a proper defence, and that it would require considerable time to sift out the rights of the parties, and take the necessary proof to establish the same. That numerous questions of law present themselves which it will be necessary

for this deponent to examine before he can with safety take the testimony for said Defendant.

And this deponent further says that since he was employed in this cause to wit on the 23rd day of June past, he and his partner have necessarily been employed two days in the probate court, and that during last week, both this deponent, and his partner have necessarily been employed in the Superior Court a portion of the time that three cases of this deponent in said court during last week were called for trial which necessarily required a portion of the time of this deponent and his partner that during a portion of the time since this deponent was employed in said cause the attorneys for the plaintiff have not been ready or willing to take testimony, and for that reason the taking of said testimony has been delayed.

And this deponent further says that since he was employed in the case to wit on the 23rd day of June he has made every possible effort to complete the taking of the testimony on the part

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of the said defendant fugitive Quaker
and for that purpose both this deponent
and his partner have devoted nearly their
whole time to the same, but that they have
been able to take but a small portion
of the testimony for said defendant
and that they believe it will be necessary
for him to take to fully establish his
defense, that a rule was taken on the
20th day of June to close proofs in
15 days, and this deponent believes it
could not have been wholly impossible to
take the testimony necessary to be
taken to fully establish the defense
of the said fugitive Quaker since said
rule was taken. if they had devoted
their whole time for that purpose since
the taking of said Rule
Subscribed & sworn to Daniel C. Nichols
before me this 14th day
of July A.D. 1862
Thos B. Carter Clerk

And afterwards to Wit. on the Twelfth day of August in the year aforesaid the same being one of the days of the August term of said Court. the following among other proceedings were had. and entered of record in said Court, to Wit.

Caawalla der Bull.

vs

Bill

Hugh Maher and
Edward Kelley

This day again come the parties to this cause, and on motion of Defendant's Solicitor it is ordered that the rule to close proofs herein be and is hereby further extended from this day until the first day of the next Term of this Court and on further motion of said defendant, Hugh Maher it is ordered that he have leave to file separate answer herein.

And afterwards to Wit on the Eighteenth day of August in the year aforesaid, the said Hugh Maher by D. C. and J. F. Nicholas his solicitors filed in the clerk's office of said Court his separate answer which is in words and figures following to Wit.

Superior Court of Chicago
In Chancery.

The separate answer of Hugh Mahan one of the Defendants to the Bill of Complaint of Edward Bull Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception to the many errors and insufficiencies in the Complainant's said Bill of Complaint contained for answer thereto as unto so much as such parts thereof as this defendant is advised is material for him to make answer unto he answers and says,

That he admits that on the sixth day of April in the year of our Lord one thousand Eight hundred and sixty, he entered into an agreement with the said Complainant, and with the said Defendant Edward Kelley to form a partnership with them, and that the said agreement was reduced to writing, and that the Copy annexed to the Complainant's Bill of

Complaint is a correct copy of said articles of Copartnership.

And this Defendant further says that he admits that the said Copartnership business was entered upon by the said parties de facto and was afterwards continued to be carried on between the parties constituting said firm of Kelley and Co till the said Complainant filed the Bill of Complaint in this Cause.

And this Defendant ^{defendant} further answering says that he admits that on the sixth day of September A.D. 1860, explanatory articles of agreement were entered into between the members of said firm of Kelley & Co. formed as aforesaid, and that in said explanatory articles of agreement entered into on the 6th day of September 1860 as aforesaid it was agreed, and declared to be the true intent and meaning of said articles of Copartnership thereby formed that the said partnership thereby formed should be confined exclusively to coal to be furnished to said firm by said Bull. and that the Copartnership or joint business should extend to no transactions of said Defendant with Edw and Kelley, and Hugh Maher in any other coal or in the purchase of the same from any other person in which said Complainant had no interest whatever. And that it.

was stipulated in said Explanatory articles of agreement, that said Defendant Edward Kelley was to pay towards the salary of the clerk or book keeper employed by the said Bill to keep the books and accounts of said firm, the sum of one hundred and fifty dollars per annum from the date of said original articles of Copartnership.

And this Defendant further answering says, that he denies that the said Explanatory articles of Copartnership are correctly set out in said Complainant's Bill of Complaint, but begs leave to a true copy of the same, hereto annexed and marked "Exhibit A" which this Defendant asks may be made apart of his answer to the Complainant's Bill of Complaint.

And this Defendant further answering says that the said Explanatory articles of agreement neither increased, nor diminished the liability of this Defendant under said original articles of Copartnership, nor did the same release the said Bill from any covenants contained on his part to be kept in said original articles of Copartnership.

And this Defendant further says, that he is informed by Robert J. Hunt, the book keeper furnished said firm by said

Complainant, and by the said Defendant - Edward Shelley, and believes, that the said Complainant did furnish a quantity of coal for said firm formed as aforesaid, and that the books of said firm kept by the said Robert J. Hunt the books keeper furnished by the said Complainant, show that the said Complainant furnished said firm created by said original articles of Copartnership with the amount of coal according to "Exhibit B" annexed to said Complainant's Bill of Complaint as to dates and quantities - except as to the last two amounts of coal received on the 29th of September, which instead of 142 and 98. Tons respectively - ought to be $129\frac{7}{8}$ and $95\frac{3}{4}$ Tons respectively.

But the Defendant denies that the said Complainant furnished the quantity of coal agreed to be furnished by him to said firm in and by said articles of Copartnership or that said Complainant furnished coal as he agreed to furnish in said articles of Copartnership, or that he kept said articles of Copartnership in furnishing the quantity of coal agreed to be furnished by him, And the Defendant does not know and has no other means of knowing except by the statements of said Complainant, and therefore he does

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not admit that the list price of said coal at Buffalo in the state of New York where the same was shipped, amounted in the aggregate to the amount or sum of six thousand Eight hundred and seventy nine Dollars, one fifty one Cents, as charged by said Complainant in said Bill of Complaint. But this Defendant expressly denies that a large portion or any portion of said coal received by said firm has been sold and contracted by this Defendant, and the said Edward Kelley and expressly denies that this Defendant has sold or contracted to sell any of the coal received by said firm, but alleges that all of the coal that has been received from said Bull by said firm has been sold by said Kelley and said Bull, and under their direction

And this Defendant further answering admits that the said books of said firm as kept by the said Book Keeper furnished by the said Complainant show that there has been received by said firm for the sale of the coal furnished by the said Complainant the sum of Two thousand nine hundred and sixty six Dollars and seven Cents. (as the amount of coal furnished) and from the amount as shown by said books this Defendant denies that said firm has

received from the sale of local furnished
 by the said Complainant the sum of Five
 Thousand and Ninety Seven Dollars and Thirty
 Two cents as charged in said Bill of Complaint
 And the defendant further answering says
 that it was provided in and by said Original
 articles of Copartnership, that the said Edward
 Kelley was to contribute as his proportion in
 the said Copartnership business his whole
 time and attention to the superintendence and
 Management of the business of said firm
 for the mutual benefit and advantage
 of all the parties to said Copartnership, and
 that as it was contemplated by said Original
 and supplementary articles of Copartnership
 the entire business of said firm has been
 managed by the said Edward Kelley
 and the said Complainant and that the
 Defendant has had nothing to do with the
 management and control of the said business
 of the said firm further than to furnish
 the dock and local yard and Cart waggons
 scales and fixtures of the said local yard
 occupied by the said firm as was provided
 in and by said articles of Copartnership
 And the Defendant further says, that the
 entire Cash receipts of said firm have been
 received by the said Edward Kelley, and the

said complainant, and that no part of the same has been received by this Defendant;

And this Defendant further answering says that it appears from the books kept by the book keeper furnished said firm by the said Bull, that payment for a portion of the local sold by the said Kelley and the said Bull, ~~that~~ payment for a portion of ~~the~~ local had not been collected at the time this suit was commenced, but was then outstanding and uncollected, but what particular portion was uncollected this Defendant is unable to say.

And this Defendant further answering says that he admits that it was provided in said articles of Copartnership that after the payment of the expenses of said firm all monies the proceeds of local should be weekly paid over to the book keeper of said firm furnished by said Bull to the amount of the first cost of the local furnished by the said Bull after deducting the expenses of the said firm and the salary of the said Book Keeper which was to be paid by the said Bull. But this Defendant expressly denies that in and by the said Articles of Copartnership this Defendant and the said Edward Kelley agreed to pay over

to the said Complainant weekly, all the proceeds, or any of the proceeds of the sale of Coal after deducting the expenses of said firm particularly set forth in the said articles of Copartnership, or so much of said proceeds as should be necessary to pay said Complainant the cost of said Coal furnished by him from time to time.

And this Defendant further answering denies that there is any provision in the said Articles of Copartnership, that this Defendant should take charge, or in any way control or pay over any of the proceeds of the sales of Coal furnished by the said Bull to the said firm formed as aforesaid, But avers that it was expressly understood, both before and at the time that the said Copartnership was formed that this Defendant should not be required to devote any time or attention to the business of said firm, nor should be responsible for the acts of either of the other members of said firm, and that according to the true intent and meaning of the said Articles of Copartnership entered into as aforesaid, it was not contemplated nor designed that this Defendant was to take any part in a control of the business of said firm, But that the same was to be managed

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and controlled, and superintended by the said Edward Kelley, and that in pursuance of the original understanding, and agreement of the parties to the said firm formed as aforesaid, and in pursuance of the true intent and meaning of the said Articles of Partnership, the said Edward Kelley has to a great extent, and together with the said Leodwallader Bull, wholly controlled and managed the business of said firm, and that the said Kelley and Bull have collected all the moneys the proceeds of the sales of coal of said firm.

And this Defendant further answering says that whether the said Edward Kelley paid over to the said Bull all the proceeds of the sales of coal furnished by him, he is unable to say, except from information derived from the said Kelley and from the books of said firm, and from other papers in the possession of the said Edward Kelley as the managing partner of said firm and from said information, and the books of said firm it appears that said Kelley and the book keeper of said firm, paid to the said Bull during the time the said firm was in existence, and previous to the filing of the said Bill of Complaint the

Sum of \$5276⁹²/₁₀₀ as appears from the Cash book of said firm and that the dates and several amounts paid will more fully appear from the schedule hereto annexed, marked "Exhibit B" which this Defendant asks may be taken and made a part of his answer to the said Complainant's Bill of Complaint.

And this Defendant further answering says that it also appears from drafts drawn by said Bull and notes paid to said Bull now in the possession of said Kelley that a large amount of money was paid to the said Bull by said firm from April 15th to October 11, 1880, and not on the Cash books of said firm, but this Defendant is unable to state the exact amount paid to said Bull in pursuance of said articles of Copartnership.

And this Defendant further answering says that he denies that the said Defendants to this suit lent this defendant, and the said Edward Kelley paid to the said Bull the sum of \$3150⁰⁰/₁₀₀ as stated in said Complainant's Bill of Complaint, but alleges the truth and fact to be, that the said Edward Kelley and the said Book Keeper of said firm under the direction of the said Kelley and

said Bull paid over to the said Bull not only the said sum of \$3150⁰⁰/₁₀₀ erroneously alleged by said complainant to have been received from the proceeds of the sales of coal made by the said firm under the direction of the said Kelley and said Bull, and not from the proceeds of sales made by said Defendants or by this Defendant, for this Defendant did not either by himself or jointly with the said Kelley make any sales of coal; but also, that as this Defendant is informed and believes the said Kelley and the said Book Keeper of said firm under the direction of the said Kelley paid over to the said Bull during the time the said firm was in existence the sum of \$5276⁹²/₁₀₀ as appears from the Cash Book of said firm, and other large amounts as appear from papers in the hands of the said Edward Kelley, and that said Edward Kelley paid the said sums of money to the said Bull on account of coal shipped or to be shipped by the said Bull under said articles of copartnership to the said firm formed as herein before stated.

And this Defendant further answering says that he does not know of his own knowledge how much money was paid out by said firm formed as hereinbefore stated on account

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of the expenses of said firm except by the books of said firm, and by information derived from the said Edward Kelley. But that he denies that the sum of Eight hundred and forty three Dollars and sixteen cents was all the money that was actually paid out by the said firm for the expenses of the said firm from the commencement thereof up to the 11th day of October 1860 as is alleged in said Bill of Complaint. And the defendant also denies that by deducting the sum paid by said firm for the expenses of said firm as aforesaid from the Cash sales of Coal furnished said firm by said Bull leaves a balance which ought to have been paid in pursuance of said articles of Copartnership to the said Bull by the said Defendants towards the Costs of Coal furnished by said Bull of \$4254⁰⁰ nor any other amount. But on the contrary alleges that all the Coal sold by said firm was sold by said Kelley and Bull, and under their directions, and that all the money received from the sales of Coal furnished by said Bull was received by the said Kelley, and the said Bull, and that as was contemplated by the said articles of Copartnership, no sales were made

by this Defendant of Coal, nor was any money belonging to said firm received from the sales of Coal or otherwise by this Defendant.

And this Defendant further answering & denies that he jointly with the said Kelley or individually is answerable to the said Complainant on the sum of \$1104⁰⁰/₁₀₀ or in any other sum whatever.

And this Defendant further answering says that instead of the sum of \$843⁰⁰/₁₀₀ paid out by said firm as expenses of said firm as is alleged in said Bill of Complaint, this Defendant is informed and believes, and that it so appears from the Cash Books of said firm, that a much larger amount was paid out for expenses of said firm, but the precise amount so paid out, this Defendant is unable to state, but that it appears from the Cash Books of said firm, that said firm paid out as expenses of said firm from the commencement thereof to the 11th day of October A. D. 1860 to David Senchy drawing \$29. for freight on Coal furnished by said Bull, the sum of \$194⁷⁵/₁₀₀, to Samuel O. Eames as salarman the sum of \$110⁰⁰/₁₀₀ Various items for expenses and charged to expense account the sum of \$484⁰⁰/₁₀₀ to John McAuley for services \$382⁰⁰/₁₀₀ to John

or Leamy hauling coal \$368 ⁶²/₁₀₀ to James
 Blomberg \$183 ⁸⁵/₁₀₀ to David Drimble \$25 to
 Proffit and Lip. \$27 ²²/₁₀₀ besides a large amount
 paid for labor and expenses done and
 accrued during said time, and paid sub-
 sequent to 11 October 1860, the precise amount
 of which this Defendant is unable to state.
 And this Defendant further answering says
 that he denies that the said Defendant
 jointly or this Defendant individually was
 under any obligation to pay over to said
 Bull under said articles of Copartnership
 the said sum of \$1104 ¹⁰⁰/₁₀₀ or any other sum
 or that this Defendant has refused to pay
 over to the said Bull any sum of money
 that he was liable to pay over under said
 articles of Copartnership, and partnership
 business, but that this Defendant alleges
 that the said Kelley and the said Bull
 have received all the money that has been
 received under said Copartnership business
 and that this defendant as aforesaid has
 received no part of the ^{same} and that he is,
 not now, nor was he at the time of filing
 said Bill of Complaint under any legal
 or equitable liability, or obligation either
 jointly with the said Kelley or indivi-
 dually under any legal or equitable

liability to pay over to the said Bull any of the Money collected by the said Kelley or the said Bull.

And this Defendant further answering says that he expressly denies that he ever directed the Book Keeper of said firm furnished by said Bull not to pay over any money whatever to said Bull.

and is informed by the said Kelley that he said Kelley never directed the said Book Keeper not to pay over any money to said Bull. But this Defendant expressly denies that he is responsible for the acts or conduct of the said Kelley in said Partnership business.

And this Defendant further answering says that he denies that either jointly with the said Kelley or individually in violation of the said Articles of Co-partnership has refused to pay over to Bull said sum of \$1104⁰⁰/₁₀₀ or that he jointly with the said Kelley or individually has converted said money to the use of the said Kelley and Maher or to the use of this Defendant. but whether said Kelley has converted said sum of money to his own use, or any other sum of money coming into his hands

in the course of said partnership business this Defendant from his own knowledge is unable to say. But whether he has or not this defendant denies that he is in any way liable for such conversion of said Kelley.

And this Defendant further answering says that whether weekly payments have been made to said Bull by the said Kelley with regularity as originally contemplated by the said articles of Copartnership or not this Defendant from his own knowledge is unable to say except as appears from the Cash Book of said firm, and the papers in the hands of said Kelley, but that from said Cash book and papers it appears that various large amounts of money were paid to said Bull which will more fully appear from the Exhibits hereto annexed.

But this Defendant denies that under said articles of Copartnership it was made a part of the duties of this Defendant either to make sale of coal, collect the money due said firm, or pay the same over to the said Bull, and he also denies that he is liable to the said Bull for any default or failure of the said Kelley in this respect.

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And the Defendant further answering admits and so alleges the fact to be that in and by said Articles of Copartnership it was expressly provided, that the said Bull should "furnish and provide at his own expense a competent person to keep the books and accounts of said firm at Chicago", and that by said Book Keeper so to be furnished by said Bull at his own expense. Correct books of account should be kept in which should "be entered all moneys received or paid all purchases and sales of local, all moneys paid for expenses, and all matters of account relating to the business of the firm, which should be in common, and accessible to all three partners" and "at the close of each month the books of said firm should be balanced" by said Book Keeper and each partner should be furnished with a balance sheet of the Ledger.

And the Defendant further answering says, that he admits the place of residence of the said Bull near Buffalo in the state of New York, but that he is informed and believes, that during the continuance of said Copartnership business that the said Bull was frequently in the city of Chicago, and examined said Books

and that he always had free access to said Books and could have examined the same by himself or his agent if he had desired and that during said time did examine by himself and his brother S. L. Bull said books several times, but whether said Bull was able from examination of said books or otherwise to ascertain precisely the state of said partnership business at any given period of time or not or whether the said Book Keeper sent monthly statements or not to the said Bull this Defendant is unable to say or state.

And this Defendant further answering says that he is informed and believes that the said Bull wholly failed as he agreed in said Articles of Partnership to furnish, and provide at his own expense a competent person to keep the books of said Concern, but instead thereof he furnished a young man who was wholly unacquainted with and never had any experience in Book Keeping, and knew but very little if any thing about Book Keeping at the time he commenced keeping the books of the said firm, and was wholly incompetent to keep the books of said firm, and that if there was any failure by the said Book Keeper in sending balance sheets

to said Bull it was because the said Bull failed to furnish a book Keeper as he had agreed to do, under said Articles of Copartnership, competent to keep books correctly or to make out a balance sheet from the Ledger.

And this Defendant further answering says that he is informed and believes, both by the said Kelley, and the said Book Keeper, that the said Kelley never directed the said Book Keeper not to make out monthly balance sheets for the said Bull for the purpose of keeping the said Bull in ignorance of the business of the firm, or for any other purpose, or that he ever gave him any such direction.

And this Defendant further answering says that the said Book Keeper wholly failed to make out for this Defendant any balance sheets showing the condition of the business of said firm, and since the commencement of this suit he has been informed, and believes, that the reason why the said Book Keeper failed to furnish this Defendant, and the other members of said firm with balance sheets was for the very good reason that he

was unable to do so. a had not sufficient knowledge of book keeping to enable him to make out balance sheets from the Ledger of said firm showing the condition of the business of said firm. But this Defendant is informed both by the said Kelley and the said Hunt the book keeper of the said firm, that the said Bull was informed & almost daily by letters written by the said Hunt and the said Kelley of the affairs and business transactions, and condition of the business of the said firm.

And this Defendant further answering says that he is informed by the said Hunt that he has at all times since he was employed by the said Bull to keep the books of said firm, been ready and willing to give the said Bull any and all the information in relation to the business of the said firm that from his knowledge of book keeping or otherwise he was able to give, and never has refused to give him such information and never was directed to the said Edward Kelley not to give him such information.

And this Defendant further answering says that he is informed and believes that the said Bull has always had free & access to the books of said firm, and.

that he has exercised his right to examine the same at any time when he so desired. And this defendant is unable to say whether the said Bull, or any other person from an examination of said Books, would be able to ascertain the true condition of the business affairs of said firm or not, but that he is informed that from the incompetency of the Book Keeper furnished by said Bull, and from the incorrect manner in which the same was kept, that it was very difficult if not wholly impossible to arrive at a correct conclusion as to the right of the parties from an examination of said Books.

And this Defendant further answers, says from information, and belief that he denies that said Kelley, while said Bull was examining said Books refused to allow him further to examine the same, or that he directed the Book Keeper not to allow said Bull to see the books or make further examination, but even if said Kelley had been at fault in this respect, this Defendant denies that he is in any way in fault or censurable for the act of the said Edward Kelley in this respect.

And this Defendant further answering says
 that he admits that it was provided in
 said articles of copartnership, that neither
 partner should draw from said firm, any
 money unless what might be required
 for the benefit of said firm, and that on
 the first day of May in each year (except
 the first day of May in 1860) a correct
 account should be taken, and stated
 on the Ledger, of all the stock, property
 and assets of the firm, and of all the liab-
 ilities and debts, and each partner might
 draw his share of the profits after paying
 all expenses losses and liabilities, and
 that any partner indebted to the firm
 should refund to the firm the amount
 of his indebtedness, and that at the expira-
 tion of said copartnership, or the earliest
 termination thereof, a similar account
 should be taken and stated on the Ledger
 and all local on hand furnished by
 the said Bull for which he might not
 have been paid, should be returned
 back in Chicago to the said Bull
 and possession of said Lot fixtures
 &c should be delivered back to this
 Defendant, and that after paying all
 expenses losses and liabilities of said firm

that all the assets stock, property, and every thing belonging to the said firm should be equally divided, between said three partners, provided that said partners should bear, and make good the losses in said Articles of Copartnership specially agreed to be assumed, and borne by them respectively.

And this Defendant further answering says that he expressly denies that the said Defendants to wit this Defendant and the said Edward Kelley have withdrawn for their own purposes large sums of Money from said firm or any Money from said firm. And this Defendant further answering says that he expressly denies that he has either individually or jointly with said Kelley withdrawn any Money from said firm either for his own use or for the use of this Defendant, and the said Edward Kelley, or that any of the funds of the said firm have been used for his individual use or for the use and benefit of the said Edward Kelley, and this Defendant.

But this Defendant is unable to state whether the said Kelley has withdrawn

money for his individual use, and benefit from said firm, but whether he has or not this Defendant denies that he is either individually or jointly with the said Edward Kelley responsible for the acts of the said Kelley in this respect.

And this Defendant further answering says that he denies as he has before denied the repeated allegation in the said Bill of complaint that this Defendant with the said Edward Kelley sold any portion of said coal furnished by the said Bull. but alleges as he has before alleged, that all the coal that was furnished by the said Bull was either sold by the said Bull or the said Kelley and by their directions, and that all the money received from the sales of coal furnished by the said Bull was received either by the said Kelley or the said Bull, and that this Defendant neither sold any of the coal, nor received any of the money arising from the sales of coal furnished by the said Bull.

And this Defendant further answering says that upon information and belief he denies the allegation in the said

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Bill of Complaint, that large gains and profits were made by the said firm on sales of local furnished by the said Bull under said Articles of Copartnership but on the contrary this Defendant is informed and believes that large losses were sustained by said firm, from the sales and contracts of sales of local furnished by the said Bull for the reason hereinafter stated. But this Defendant further answering admits that large gains and profits might have been made, and would have been made if the said Kelley and Bull had kept and performed the covenants to be kept and performed on their part, and on the part of each of them in the said Articles of Copartnership contained, and that if said gains and profits had been made one third part of the same would have belonged to this Defendant.

And this Defendant further answering denies that any request has been made to this Defendant, to come to a fair and equitable settlement of said Partnership business, but on the other hand this Defendant has always been ready and willing to make a full

and equitable settlement both with the said Bull and the said Kelley, And this defendant further answering says that he denies the charges in the said Bill of complaint, that he jointly with the said Kelley has converted any of the local or the moneys arising from the sales of local to the use of this defendant, and the said Kelley or that he individually has converted any of said local, or any of the moneys arising from the sales of said local or any of said partnership property, or that this defendant was at the time of filing said Bill of complaint proceeding to sell said local and convert the same to his own use.

And this defendant further answering says that at the time of the formation of the said Copartnership between this defendant, and the said complainant, and the said Edward Kelley and at the time of the Commencement of the business under said Articles of Copartnership, this defendant, and the said Edward Kelley who had for the previous year been engaged in the local trade, and doing business

under the said firm name of Kelley & Co had on hand a large quantity of coal and other property, claims and assets amounting in the aggregate, to the sum of \$13,246 ³⁶/₁₀₀. of which said property, and assets there was at said time in the year furnished by this defendant, in pursuance of said partnership agreement and occupied by the said Kelley & Co, and said firm coal to the amount in value at Wholesale price of \$9122 ³⁴/₁₀₀. which said amount of coal was entered on the register of coal used by said firm by said Hunt the Book Keeper furnished by the said Complainant, as so much coal furnished to ^{the} said firm formed as aforesaid by said late firm of Kelley & Co composed of this Defendant and the said Edward Kelley. But that said late firm of Kelley & Co received no credit on their account in the Book of said firm for said amount of coal.

And this Defendant further answering says that the said coal which the said old firm of Kelley & Co had on hand in said coal yard at the time said firm of Kelley & Co was formed in the spring of 1860. and which was entered on the

Coal Register of said New firm formed
 in 1860. aforesaid. by said Hunter as aforesaid
 as so much coal furnished by said old
 firm of Kelley & Co to said New firm, was sold
 in the same manner by the said firm
 as coal furnished by the said Bull to
 said firm, to the various customers of
 said firm, and that said sales were entered
 on the day books of said New firm, and
 carried through the books of said New firm
 to the different coal accounts, in the same
 manner as sales of coal furnished by the
 said Bull, and that said New firm re-
 ceived credit for the proceeds of the sales
 of said coal furnished by the said
 old firm to the said New firm in the
 same manner as they received credit
 for the proceeds of coal furnished by
 the said Bull. But that said old
 firm in consequence of the incompetency
 of said Book Keeper furnished by the
 said Bull, received no credit on said
 firm's Books for the proceeds of coal
 furnished said New firm of Kelley & Co.
 by said old firm of Kelley & Co. as herein-
 before stated, but should have received
 credit for the said coal to the amount
 of the value thereof to wit the sum of \$9122.⁵⁰/₁₀₀

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And this Defendant further answering says that at the time of the formation of the said New firm of Kelley & Co. built on or about the fifteenth day of April A.D. 1860 there was due and owing to this Defendant and the said Kelley for Coal before that time sold by the old firm from various parties about the sum of \$4,000, a large portion of which was collected and used by said New firm of Kelley & Co. in and about the business of said New firm of Kelley & Co. and this Defendant avers that this Defendant and the said Edward Kelley should be credited with the moneys so collected and received by said New firm as last aforesaid.

And this Defendant further answering says that although all or nearly all of the assets of said old firm of Kelley & Co. were received by the said New firm formed as aforesaid yet this Defendant has been compelled to pay, and has paid all or nearly all of the liabilities of said old firm with his individual funds.

And this Defendant, further answering says that in the negotiation which led to the partnership agreement, with this Defendant, and the said Bull and Kelley

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it was expressly understood that the said
Bruce should furnish all the local that
should be needed, as required by said firm.
And it was further expressly understood
in said negotiation which led to the execution
of said Articles of Copartnership, that the
said Kelley should have the Control and
Management of the business of said partner-
ship, and should be individually liable
to the said firm for his acts in the manage-
ment, and control of said partnership
business, and that the only part which
this Defendant should have in the man-
agement of said partnership business
was to furnish said local yard and
fixtures for the use of said firm, and that
in payment thereof to receive one third of
the profits made by said firm after
paying the expenses of the same, and
that the only object which this Defend-
ant had in entering into said copartner-
ship agreement was to realize a reason-
able amount of rent for said local
yard and fixtures by way of profits
growing out of said partnership
business, and that in view of such
understanding, it was provided in said
articles of Copartnership that this.

Defendant, "should furnish and contribute
 " as his portion of the common stock of
 " said firm the use of the lot of land in
 " Chicago aforesaid" to be used as the coal
 " yard of said firm "and also the use of all
 " the fixtures Carts Waggons &c" formerly
 " used by this Defendant and the said
 " Edward Kelley in the local business.

And by the said articles of copartnership the
 " said Bull "agreed to furnish and provide
 " all the coal that should be necessary
 " or that should be required for said business
 " at the lowest market cash value, which
 " said Coal was to remain the property of
 " said Bull until the same should be
 " sold in the ordinary course of the business
 " sales" And said Bull also agreed
 " to "furnish and provide at his own ex-
 " pense a competent person to keep
 " the books and accounts of said firm
 " at Chicago, and to furnish said
 " coal on board of vessels in the ports
 " of Cleveland or Buffalo and at the
 " lowest cash market value at those
 " places when so furnished."

And it was further provided in said
 " partnership agreement that the said
 " Kelley should contribute as his proportion

" his whole time and attention to the super-
 " intendence and management of said
 " partnership business for the mutual
 " benefit and advantage of all the
 " parties thereto."

And that it was also Cov-
 enanted and agreed in said Articles
 of Copartnership, "that neither partner
 should do any act or acts that should
 be prejudicial to the business of said firm."

And this Defendant further answer-
 ing says that the only Covenants in the
 said Articles of Copartnership contained
 jointly made by the said Maher and
 Kelley a jointly binding on this defend-
 ant and the said Kelley are the follow-
 ing to wit first that this Defendant, and
 the said Kelley should bear all losses
 that should arise from bad debts created
 by them, or either of them by giving Credit
 to irresponsible persons, and that this
 Defendant, and the said Edward Kelley
 should pay freight on coal when the
 same should be received from the
 said Bull, provided the cash sales of
 coal should be insufficient at that
 time to pay such freight, in which case
 they should receive credit for such sum

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as should be paid for freight.

And this Defendant further answering says that he fully and in every respect complied with the covenants in said articles of copartnership to be kept by this defendant, and did furnish the use of the coal yard, and fixtures to said firm and that the same was used by said firm until the Commencement of this suit and subsequent thereto.

And this Defendant further answering says, that he with the said Kelley did fully perform and keep all of the firm's covenants to be performed and kept by the said Kelley and this defendant, provided in said articles of copartnership, and did pay all freight on coal when the proceeds of the sales of coal were insufficient to pay the same, and this Defendant alleges that the said firm had suffered no loss by giving credit to irresponsible persons at the time the said suit was commenced, and that he is informed and believes that at the time this suit was commenced all claims in favor of said firm might have been collected if this defendant and the said Kelley had not been +

restrained from collecting the same by the Injunction of this Honorable Court and that if any losses have been sustained by said firm from the irresponsibility of the parties to whom credit had been given, that such losses were sustained by the delay in making collections by said Injunction, and not from the irresponsibility of the parties at the time this suit was commenced, and this defendant denies that he is individually or jointly with the said Kelly liable for any losses that may have been sustained since the commencement of this suit occasioned by delay in making collection by the Injunction issued in this case.

And this defendant further answering says, that while this defendant did perform, and keep all of the covenants in said Articles of Partnership contained to be performed and kept on his part, the said Bull failed to perform or keep the covenants on his part to be performed and kept, and wholly and entirely failed to furnish said firm with any soft coal, and only furnished said firm with a

small portion of Lehigh Lackawanna
and Blooming Coal, needed and required
by said firm. in said partnership business.
And this Defendant further answering
says. that during the first portion of the
time that said Copartnership business
was in progress the sales of Coal were
Comparatively small, and with the supply
of Coal furnish by this defendant, and
the said Kelley as aforesaid. said
firm was enabled to supply part of the
orders received.

And this Defendant further answer-
ing says. that as he is informed and believes
during nearly the whole time that said
partnership business was continued a
very frequent correspondence was kept
up between the said Bull and the said
Kelley. and that in said Correspondence
the said Bull was kept perfectly well
advised as to the Control and manage-
ment of said business by said Kelley
and appeared perfectly well satisfied
with the Management of said business
until Coal began to advance in the
fall of 1860.

And this Defendant further answering
says that he is informed and believes -

that the said Bull. often requested
 said Kelley to use every possible diligence
 to secure the trade of Chicago in the
 local business, and to take orders in ad-
 vance of other local Dealers in said City
 and to secure the monopoly of trade in
 said City so far as he should be able
 for the benefit of said firm, and althou-
 gh the said Bull was urging said
 Kelley to take large orders for local
 yet as this Defendant is informed
 and believes the said Bull only a very
 small portion of the time kept said firm
 supplied with Lehigh, Lackawanna, and
 Blooming Coal (in any other kind of
 Coal) the only kind of coal actually
 furnished by him, and made various
 excuses for such failure to supply Coal
 to wit, that he was delaying for lower
 freight, and that he was figuring to get
 the tolls reduced on the Canals, and while
 the said Bull was urging said Kelley
 to secure the trade of Chicago for the
 benefit of said firm, and at the same
 time for failing to keep said firm supplied
 with coal, was sending as an excuse
 therefor, that he was waiting for lower
 freight, and to get the tolls reduced on

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the Canals, and while the said firm was buying coal at retail prices in Chicago to fill orders they had taken the said Bull as the Defendant has since learned in violation of the covenants in said Articles of Copartnership contained was privately and fraudulently selling large quantities of said coal to various other coal dealers in the city of Chicago thereby attempting to deprive said firm of Kelley of the profits that might and otherwise would have been made on the same if the same had been shipped to said firm, and thereby fraudulently attempting to realize all the profits made on said coal, and the Defendant claims that whatever profits might have been made on said coal shipped to other parties in competition with said firm, of right and in equity ought to be charged to the said Bull as so much money received from the profits of said partnership business.

And the Defendant further answering says that during the months of August, and September 1860. as he the Defendant is informed and believes the said Kelley, and the agents of said firm relying upon the said Bull to

furnish all the coal that should be needed and required used extra or on any efforts with the advice and approbation of the said Bull to secure a large share of the trade of Chicago and to forestall other dealers in the coal trade in taking orders and making contracts to deliver coal.

And this Defendant further answering says, that he is informed and believes that the said firm acting under the advice and with the approbation of the said Bull had previous to the first day of October 1860 taken various orders and contracts to deliver to various parties in the City of Chicago and else where during the fall and Winter of 1860 following, several thousand tons of Lehigh Lackawanna and Blooming coal at least to the amount of three thousand tons and upwards but the precise amount this Defendant is unable to state,

And this Defendant further answering as aforesaid says, that notwithstanding said large amount of coal thus contracted by said firm to be delivered during the fall and winter of 1860, yet the said Bull during said months of

August and September, failed to keep said firm supplied with coal sufficient to supply daily orders on the firm for Lehigh Lackawanna and Blooming Coal, and on or about the 24th day of September 1860 wholly failed and refused to deliver to said firm any more coal.

And this defendant further answering as aforesaid says, that the said Bull appeared perfectly satisfied with the management and control of said business by said Melley till coal began to advance in the fall of 1860, And this defendant avers, that the real cause of said Bull's dissatisfaction with the business of said firm was because unable or unwilling to furnish said firm with coal to fill the orders they had taken by his advice and approbation, and that he was aware that coal began to advance, and would advance during the fall and winter of 1860 and that great loss must be sustained by said firm if they should fill the large orders they had taken and that the said Bull preferred to sell what coal he could procure to other parties to an advanced price

than to deliver the same to said firm to fill orders, and Contracts, they had already taken, and made, and that this is the true reason why said Bull became dissatisfied with said business and commenced this suit to wind up the business of said firm.

And this defendant furthermore answering says, that in consequence of the failure of said Bull to supply said firm with coal as he had agreed and in consequence of the stoppage of said business by disjunction, said firm were unable to fill said orders, and Contracts taken and made by said firm as aforesaid, and this Defendant, and the said Kelley had been compelled to pay and did pay to various parties in the City of Chicago and elsewhere a large amount of damage amounting to several Thousand Dollars for the failure of said firm to fill said orders and Contracts taken, and made as aforesaid, and this Defendant has been compelled to pay and has paid a large amount of damage to various parties as aforesaid with his own individual funds for the failure of said firm to deliver coal on said orders and Contracts taken and,

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made as aforesaid.

And this Defendant further answering says that numerous parties had made contracts with said firm for local to be delivered during the fall and Winter of 1880. When called for previous to the commencement of this suit, and that said contracts had been partly filled at the time of the commencement of this suit and that said firm in consequence of the failure of said Bull. to supply said firm with local were unable to fully fill said orders and contracts, and numerous parties in Chicago and elsewhere have informed this Defendant that they should never pay for the local delivered to them as aforesaid, but should retain the local received for damages sustained on account of the failure to deliver to them the full amount of local contracted by said firm to be delivered. And this Defendant further answering says that the said firm has become liable to pay a large amount of damage, and will yet as this defendant is informed and believes be compelled to pay a large amount of damages to various parties in Chicago and elsewhere for the failure of said firm to deliver local contracted to be delivered as

as aforesaid

And this Defendant claims that whatever amount of damages of said firm has been compelled to pay as aforesaid in consequence of said firm failing to fill said orders and contracts and that whatever goods have been delivered as aforesaid in part compliance with said contracts by said firm, and whatever sums said firm has become liable to pay on account of said contracts in as much as the failure of said firm arose from the failure of said Bull to keep the covenants on his part in said articles of copartnership contained should be charged to said Bull and he made responsible to the said firm therefor

And this Defendant further answering says that the said Bull as this Defendant is informed and believes was fully advised as to the amount of goods contracted to be delivered by said firm during the fall and winter of 1860, and could if he had desired to act in good faith to the said firm have delivered goods to said firm before the same began to advance sufficient to fill orders taken and contracts made by said firm

and sufficient to supply the daily orders on said firm for coal during the fall of 1860, and the Winter of 1860, and 1861, and if said Bull had acted in good faith to said firm, and had delivered them in the fall of 1860 not only sufficient Coal to fill the orders taken, and the contracts made by said firm, but also as was contemplated by said partnership agreement sufficient Coal to supply their daily customers during the fall of 1860 and the Winter of 1860, and 1861, large gains and profits might, and would have been made one third part of which would have belonged to this Defendant, but in consequence of the acts of the said Bull in violation of his covenants in selling and delivering Coal to other parties in competition with said firm, instead of delivering the same to the said firm as he had agreed to do, and in consequence of the further violation of the covenants of the said Bull, by the said Bull in failing to deliver Coal to said firm as herein before stated that this Defendant has not only been deprived of one third of all the profits that might and otherwise would have been made by said firm, but

has been Compelled to pay a large amount of money on account of the business of said firm, and has received nothing whatever therefor, and has been deprived of the use of the said local yard and fixtures, and this Defendant avers that the use of said local yard and fixtures was worth at least twenty five Hundred Dollars and has incurred large liabilities on account of the business of said firm.

And this defendant further answering says that the said Bull has violated his said Covenants in this towit, if failing to furnish and provide a competent & horse keeper for said firm at his own expense as he had agreed, but in instead thereof he furnished a person wholly unacquainted with the business of horse keeping and in consequence of which the business of said firm was thrown into great confusion and uncertainty and from the books of account kept by said horse keeper it is very difficult if not wholly impossible to arrive at the respective right and liabilities of the members of said firm.

And this Defendant further answering says that he is informed, and believes that the said

Bull is now wholly insolvent, and that no portion of the liabilities incurred by said firm can be collected by said Bull.

And this defendant further answering says that during the existence of said firm various notes of said firm were drawn by said firm, and payable to the order of this defendant, and endorsed by this defendant for the benefit of said Bull to enable the said Bull to purchase and send forward goods to said firm which said notes this Defendant has been compelled to pay, and has paid with his individual funds.

And this Defendant further answering says, that it was expressly understood at the time the said partnership was formed in the Spring of 1860 that each partner should be liable to said firm only for his own acts, in said partnership & business, and that in view of such understanding it was expressly provided that neither partner should draw from said firm any of the money belonging to said firm unless what should be required for the benefit of said firm and in case any money should be drawn from said firm by either part-

ner thereof, and he thereby became & indebted to said firm that such partner & should refund to said firm the amount of such indebtedness.

And this Defendant further answering says, that it was expressly understood by said parties to said articles of Copartnership that the said Bull should furnish said firm with a full supply of coal in the fall of 1860, before the close of navigation for the trade of said firm for the fall of 1860, and the winter of 1860, and 1861, and that it is so expressed in said articles of Copartnership, and that it was further understood by said parties to the said Copartnership and is so expressed in said articles of Copartnership, that the said Bull should not be paid the full cost of said coal until the same was sold in the ordinary course of business sales, and at the time said articles of Copartnership were executed with the understanding that the said coal should not be sold, and delivered immediately on its receipt from the said Bull, it was provided that this Defendant, and the said Kelley should pay the freight on said

local provided the receipts from the sale of the same were insufficient to pay freight as hereinbefore stated, and as evidence, that it was the intention of the parties that said local should be delivered to said firm before the close of navigation it was provided that said local should be delivered on board of vessels, and that said Bull should furnish, all the local that should be needed or required for said business during the local season. And this Defendant avers that the principal portion of local sold by local dealers in the city of Chicago, is sold and delivered during the fall, and Winter and but a small portion of local comparatively is sold and delivered during warm weather and that the most that could be done during the summer is to take orders for the delivery of local during the fall, and Winter.

And this Defendant further answering says that the price of local largely advanced during the fall of 1860 and the Winter of 1860 and 1861, and advanced from three to four dollars a ton and that during said fall and winter

there was a large demand for coal in the City of Chicago, and that if said Bull had furnished said firm with a full supply of coal in the fall of 1860, as he had agreed in said articles of Copartnership said firm might and would have sold during said fall and winter from seven to ten thousand Tons of coal and at a profit of from two to five Dollars per ton, and this defendant would have realized a large share of profit therefrom.

And this defendant further answering says that the said Bull in violation of the covenants in said Articles of Copartnership contained to be kept by the said Bull, instead of furnishing said firm with a full supply of coal in the fall of 1860, as he had agreed entirely failed to furnish said firm with any coal after the 28th day of September 1860, and instead of furnishing said supply of coal to said firm he sold large quantities of coal to various other parties in the City of Chicago in competition with said firm, and in consequence thereof said firm was deprived of all profits and sustained

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large losses.

And this Defendant claims that all losses sustained by said firm and damages that said firm has been compelled to pay and all damages that said firm have become liable to pay and all profits that the said firm have been deprived of and lost in consequence of the said Bull failing to perform and keep the covenants in said Articles of Partnership contained to be performed and kept on his part, should in equity be charged to said Bull.

And this Defendant denies all unlawful combination and confederacy in the said Bill charged without that any other matter or thing material or necessary for this Defendant to make answer unto, and not herein or hereby well or sufficiently answered unto confessed or avoided traversed or denied is true to the knowledge or belief of this Defendant. All which matters and things this Defendant is ready to aver maintain and prove as this Honorable Court shall direct, and humbly prays to be hence dismissed with his reasonable costs and charges in that behalf most wrongfully sustained.

Hugh Mahon

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P. Geo. J. Nicholas
Sole for Left Makers

Exhibit A.

Referred to in the foregoing answer

It is hereby agreed between the parties to the foregoing articles of Copartnership that the same shall be explained, and modified as follows, and that the following shall be deemed and taken as a part of the foregoing articles of Copartnership, anything therein contained to the contrary notwithstanding.

The Copartnership or joint interest of the three parties in the business of the firm is to be confined exclusively to coal to be furnished to said firm by said Bull, and not in any manner to extend to any transaction of said, Maher and Stelly heretofore comprising the firm of Stelly & Co in any other coal, or in purchases of the same from any other person or firm, with which transactions said Bull has no interest whatever but the same, and all other matters outside of coal supplied by said Bull are the separate transactions of said Maher and Stelly, and the foregoing articles of Copartnership are hereby declared to have no reference or no connection with the business of that firm, It being the intention of the parties

hereto to create by the foregoing articles or joint interest only in the local supplied by said Bull. to said concern. It is also understood that said Shelley shall pay towards the salary of the Clerk or Book Keeper employed by said Bull to keep the books and accounts of this firm the sum of one hundred and fifty Dollars per annum from the date of the annexed articles.

Witness our hands and seals this 1st day of Sept A.D. 1860.

Cadwallader Bull.	<i>[Signature]</i>
Edward Shelley	<i>[Signature]</i>
Hugh Maher	<i>[Signature]</i>

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Exhibit B.

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Referred to in the foregoing answer
 Amount of Cash paid Bull from April 15 to Oct 11, 1860.

May	24	Paid on draft \$400. (exchange)	7.00
"	"	Paid draft	400.00
"	30	Paid draft	140.00
"	"	Paid exchange on same	2.80
June	14	Paid check on E. S. Smitham	300.00
July	5	Paid draft to C. W. Belden	325.00
"	"	Paid Exchange on same	4.88.
"	7	Paid Bull E. S. Smitham draft	1400.00
"	"	Paid Exchange on same	20.00
"	16	Paid draft	450.00
"	"	Paid Exchange on same	5.62
"	17	Paid draft	350.00
"	"	Paid exchange on same	4.38.
"	18	Paid A Smith for mowing & weeding in yard	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	900.00
"	"	Exchange on same	6.75.
"	28	Paid him	25.00
Oct	2	Paid draft	300.00.
"	"	Paid Exchange on same	1.50.
			\$5276.97.

And afterwards to Wit. on the first day of September in the year last aforesaid the same being one of the days of the September term of said Court, the following among other proceedings were had, and entered of record in said Court to Wit.

Radwallader Bull	}	Bills.
^{vs} Hugh Maher. and		
Edward Shelley		

This day again.
 Came the said parties and on motion of the defendants solicitors it is ordered that the Rule to close proofs in said cause be and the same is hereby further extended from this day until the first day of the next term of this Court.

And afterwards to Wit on the day and year last aforesaid, there was filed in the said Clerk's office of said Court a deposition in Exds. and figures following to Wit,

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Superior Court of Chicago.
 Leadwallader Bull
 vs
 Edward Kelley and
 Hugh Maher. } In Chancery

It is hereby stipulated, by and between the parties to the above entitled cause, that the deposition of John O Williams named in the caption of the annexed interrogatories shall be taken before Frank B Newhall Esq Deputy Clerk of the Circuit Court of Jo Davis County on the first day of August next or as soon thereafter, as the attendance of said Witness can be procured by said Clerk upon the interrogatories, and Cross Interrogatory to this stipulation, annexed, to be read in evidence on the hearing of the above entitled cause subject however to any and all valid objections thereto.

Chicago July 26th 1862.

Henry Anthony & Gaet
 Solrs for Compt.
 P. C. and J. J. Nicholas
 solrs for Deft Hugh Maher

The Deposition of John P. Williams, of the County of Jo Davies, and State of Illinois a Witness of lawful age, produced, sworn and examined upon his corporal oath on the first day of August in the year of our Lord one thousand eight hundred and sixty two at the office of the Clerk of the Circuit Court in the City of Galena in the County of Jo Davies, and State aforesaid by me Grant B. Newhall Deputy Clerk of said Circuit Court a Commissioner duly appointed by a stipulation and agreement entered into by the parties to the suit hereinafter named by their attorneys and to me directed as such Commissioner for the examination of the said John P. Williams a witness in a certain suit, and matter in controversy now pending and undetermined in the Superior Court of Chicago Cook County State of Illinois

Wherein Leander Bull is Plaintiff and Edward Kelley and Hugh Malin are Defendants. in behalf of the said Defendants as well upon the Cross interrogatories of the Plaintiff, as on the interrogatories of the Defendants which were attached to or inclosed with the said stipulation

a agreement, and upon none others.
 The said John P. Williams, being
 first duly sworn by me as a Notary in the
 said Cause. previous to the Commencement of
 his examination, to testify the truth as
 well on the part of the Plaintiff as the de-
 fendant in relation to the matters in
 controversy, between the said Plaintiff and
 Defendant as far as he should be interroga-
 ted, testified and deposed as follows,

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

Answer. My name is John P. Williams and
 thirty years of age, I live in Galena, and
 am a Dealer in local and Wood,

Int. 2nd Do you know the parties to
 this suit or either of them, and which of
 them, and if so how long have you known
 them or either of them respectively?

Answer. I know the Defendants to this
 suit I have known them since 1839
 I do not know the Plaintiff to this suit.

Int. 3rd State whether you had any

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business transactions with the firm of Kelley & Co. of the City of Chicago during the summer of a Fall of 1860, if so state fully what such business transactions were, and all the facts in relation to the same.

Answer. I had business transactions with the firm of Kelley & Co. in the summer and fall of 1860. I purchased Blooming Mineral ridge and Schigle Coal, and empty casks. They also shipped coal in casks for me to parties on the Mississippi River, between Galena and St Paul, according to my directions and had a contract made them for one third of coal.

Int 4th In answer to the 3rd interrogatory you state that you had a contract or contracts with said firm to furnish you with coal. State fully all the particulars in relation to said contract, or contracts, and each of them also by whom, and when said contracts were made and what said contracts were, and whether the same were complied with on the part of said firm of

Stelley & Co. in whole or in part, and if in part, and if said contract or contracts were not complied with, state if you know the reason why, and whether you made any demand for the coal, and if so when, and if said firm failed to deliver coal, when they so failed, and whether you suffered any damage, and if any how much damage on account of the failure of the said firm to perform said Contract or contracts on their part.

Answer. I had one written contract with the firm of Stelley & Co. given in May 1860 for the delivery on the Cars at Chicago of Bloplough coal at six Dollars per ton said Contract to run till May 1861. I was to have all the Bloplough coal I wanted, and the price was never to exceed six Dollars per ton delivered aboard the Cars at Chicago during the time of the Contract. They failed to furnish me the Bloplough coal in November or December 1860. Previous to that time they furnished the coal as required. I never know any reason why they failed to perform the Contract. I made demands for the coal in November and December 1860. They

The Contract referred to in this answer
is hereby amended & marked Exhibit "A"
J. D. Newhall
Comptroller

failed to deliver coal from that time to the present. I suffered damage from their failure to comply with the terms of the Contract to the amount of Five hundred Dollars.

Int^r & th. If you state in answer to the foregoing interrogatories, that you made a contract or contracts with said firm of Kelley & Co. and that said Contract or Contracts were not performed by said firm state whether any, and if any, how much damages were allowed or paid to you by said firm on account of such failure of said firm to perform said Contract or Contracts, and if so by whom or by what member or members of said firm were such damages allowed or paid and whether you have been paid or allowed all the damages you sustained by the failure of said firm of Kelley & Co. to perform said Contract, or Contracts on their part.?

Answer. There is an unsettled account between Kelley & Co. and myself as per my books of Two hundred and twenty nine Dollars and eighty two cents to the Credit

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of said Kelley & Co. which accrued prior
to their nonfulfillment of the aforesaid
Contract. Nothing has as yet been allowed
to me for the aforesaid damages not
even the balance due them.

Int 4th Do you - any other matter or
thing touching the matter in controversy
that may tend to the benefit and van-
tage of the said Defendants, and if so
state the same fully and particularly?

Answer. When in Chicago in November 1860
the said firm of Kelley & Co. had no Belpugh
coal on hand on yard. to the best of my
knowledge and belief. The last car load
of Belpugh coal which I received
from them Mr Kelley of said firm of
Kelley & Co. told me he had purchased of
other parties at Seven Dollars per ton one
Dollar per ton more than my contract price.

The coal was purchased by him from
either A.B. Meeker & Co. or Low and another
I am not positive which. They may
have purchased more coal than the one
car load aforesaid. and I am of the
opinion that they did as they were
anxious to fulfill the contract. When

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I was in Chicago in November aforesaid they had no hard or anthracite coal in yard to the best of my recollection. They had nothing but soft coal such as Buick's or Chippewa coal I know of nothing more that would tend to the benefit or advantage of said defendants.

Cross Interrogatories.

Cross Int 1st If you state in your answer to the direct interrogatories that you made a contract with Kelley & Co to furnish you with coal in the fall of 1860, state in what month the contract was made, and what day of the month, as near as you can. If you say in your direct examination that Kelley & Co refused to deliver the coal according to contract, state the time month, and day as near as you can when they first refused to deliver you the coal?

Answer. The contract was made in May 1860, as the papers in relation to the same now in my possession will show. I do not know the exact day

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of the month but think it was the
first part of the month. The contract
was made in the spring, and not in
the fall. They refused to deliver coal
according to contract in November 1840.
The precise day of the month I cannot
give, but Kelley & Co.'s letters in relation
to the same are in my possession.

Sworn to and subscribed
before me this 1st day of August A.D. 1842. } John P. Williams
J. B. Newhall.

I Frank B Newhall Deputy Clerk
of the Circuit Court of the County of
St. Davison and State of Illinois a
Commissioner duly appointed to take
the deposition of the said John P. Williams
a Witness whose name is subscribed
to the foregoing deposition do hereby
certify, that previous to the Commence-
ment of the examination of the said
John P. Williams as a Witness in the said
suit between the said Edward Wallader Bull
Plaintiff and the said Edward Kelley and
Hugh Maher Defendants, he was duly
sworn by me to testify the truth in relation
to the matters in controversy between
the said Edward Wallader Bull. Plaintiff

and the said Edward Kelly, and Hugh
Maher Defendants so far as he should
be interrogated, concerning the same
That the said deposition was taken in
my office in the City of Galena in the
County of Jo. Davis, and State of Illinois
on the 1st day of August 1872, and
that after said deposition was taken
by me as aforesaid, the interrogatories
and answers thereto as written down
were read over to the said Deponent, and
that thereupon, the same was signed
and sworn to by the said deponent
John D. Williams before me, the
oath being administered by ~~myself~~ me
at the place, and on the day and year
last aforesaid

Frank K. Newhall
Commissioner.

Superior Court of Chicago

Cadwallader Bull)
 vs) In Chancery
 Hugh Maher &
 Edward Kelley)

It hereby stipulated
 between the parties to the above entitled
 suit that the deposition of John P Williams
 annexed, taken and returned by Frank
 B Newhall in pursuance of stipulation
 hereto annexed shall be returned to the
 said Newhall, and that said deposition
 of said Williams be amended and completed
 by annexing to said deposition the written
 contract mentioned by said Williams in
 his answer to the fourth direct interrogatory if
 he has the said contract, and if the said
 contract has been lost, that the said Williams
 may testify as to the loss of the same, the
 commissioner attaching said original
 contract, to this deposition if produced &
 making the same so as to identify it.

August 15. 1862

Henry Anthony & Coet
 for Compt
 D. C. & J. G. Nichols
 for Sift Hugh Maher

Exhibit A,

Chicago May 18th 1860,
 John O Williams Esq
 Galena Ill

Dear Sir

We Will sell
 you Blooming Coal at $5\frac{1}{2}$ per ton until
 further notice, perhaps we will be able
 to supply you all Summer at this price,
 at any rate we will sell to you at the
 above price as long as we do to anyone
 We will guarantee that the price will
 not be more than 6.00. per ton for 1 year
 from the 1st of May 1860. We send you
 this, so that you may alter your price if
 you think best, it seems to us that
 you can sell to some of your Blacksmiths
 by the bar load, you can sell them
 cheaper than they can come to Chicago
 & buy from the dealers here, if you give
 the thing your attention you must make
 money out of it. Send along your orders
 and We remain

Yours most Respectfully
 Kelley & Co.

John O Williams being first duty sworn

deposes and says that the foregoing
 is a true and correct copy of the Contract
 referred to in his answer to the 4th direct
 interrogatory in the annexed deposition
 sworn to and subscribed before { John P. Williams
 Me this 19th day of August 1862 }
 T. B. Newhall

State of Illinois }
 La Salle County }.

I Frank B.
 Newhall Commissioner aforesaid do
 hereby certify that I have compared the
 foregoing copy of a Contract referred to in
 answer to the 4th direct interrogatory in
 the annexed deposition with the original
 and that the same is a true and correct
 copy thereof
 Frank B. Newhall
 Commissioner

And afterwards to wit on the fifth day of October in the year of aforesaid, the same being one of the days of the October Term of said Court. the following among other proceedings were had and entered of record of said Court. to wit.

Radwallader Bull	}	Bill.
^{vs} Hugh Maher and		
Edward Kelley		

This day again came the parties to this cause and by agreement of the solicitors of the parties made now here in & open Court. It is ordered that time to close proofs herein be and is hereby extended from this day until the first day of the next term of this Court.

And afterwards to wit on the Twenty first day of October in the year aforesaid, there was filed in the said

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Clarks office of said Court, the de
position of J. L. Bull. Which is in,
Order and figures following to wit,

The Deposition of Hugh L Bull of the City of Buffalo of the County of Erie and State of New York. a witness of lawfull age produced, sworn & examined on his corporal oath, on the ninth day of October in the year of our Lord one thousand eight hundred & sixty two at the office of Charles Daniels in the City of Buffalo in the County of Erie & State of New York by me the said Charles Daniels a Commissioner duly appointed by a Preliminary Process, or Commission issued out of the Clerk's office of the Superior Court of Chicago of Cook's County in the State of Illinois bearing Teste in the name of Thomas B Carter Esq. Clerk of the said Court with the seal of the said Court affixed thereto, & to me directed as such Commissioner for the examination of the said Hugh L Bull. a witness in a certain suit and matter in controversy now pending and undetermined in the said Superior Court of Chicago wherein Edward Wallada Bull. is complainant & Edward Kelley & Hugh Mahan are Defendants in behalf of the said complainant as well upon the legal allegations of the Defendants.

ants. as on the interrogatories of the complainant, which were attached to a return made the said Commission, and upon none others.

The said Hugh L Bull being first duly sworn by me as a witness in the said Cause previous to the commencement of his examination to testify the truth as well on the part of the complainant as the Defendants. in relation to the matters in controversy, between the said complainants, & Defendants, so far as he should be interrogated testify & depose as follows

Interrogatory First. What is your name, age, occupation, and what was your occupation in 1859, '60, & '61, & place of residence?

Answer to the First Interrogatory
My name is Hugh L Bull. my age is thirty eight years. my occupation is that of clerk & Book Keeper for leadwallader Bull the complainant. my place of residence is the city of Buffalo. in the State of New York. My occupation during the years 1859, 1860, & 1861 was that of clerk & book keeper for the complainant leadwallader Bull.

Interrogatory Second. Do you know the parties Complainant and Defendants in the Caption to these interrogatories mentioned or either & which of them & how long have you known them respectively?

Answer to the Second Interrogatory.

I know the Complainant & Defendants named in the caption to these interrogatories. I have known the Complainant from childhood and I have known the Defendant Melley about two years, & the Defendant Mahan for about the same time.

Interrogatory Third. Look at the account books attached & marked "Copy of Exhibit 2" & state if you know any thing about the various payments therein specified. State if you know to what transactions between Complainant & Defendants all or any of the said payments are applicable, and if you know on payments of what indebtedness they or any of them were severally made. For the transactions of what year or on what account they were severally made, & how were they respectively appropriated, & by whose orders was such appropriation made. Explain fully and in detail each item in the annexed

account, specifying on what account each payment was made and to what indebtedness each was applicable & was applied. Explain about the various charges for exchange how they came to appear in said account & why exchange was made payable on said drafts, therein specified or any of them. Give a full and particular statement if you can of every item in said account as herein before required, and annex hereto an account in detail of the amount of local furnished by the Complainant to the Defendants in the year 1840, between the fifteenth day of April & the 11th day of October in that year and state if you know whether said local was delivered by the Complainant to the Defendants.

Answer to the Third Interrogatory.

I have looked at the account attached to the direct interrogatory & marked Exhibit 2. I know something of the payments specified in that account. I know to what transactions, the payments are applicable. The draft of four hundred Dollars was to apply towards payment of a renewal note given by Kelley & Co. of \$1539.50. The note was payable at the

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at the Bank of North America New York
 on the twenty first June 1840. The draft of
 \$140 was to apply on the same note. The
 check on E. J. Smith & Co for \$300. was to
 apply on the same note it was paid to me
 for that purpose in Chicago. The draft
 to C. W. Belden for \$325 was to apply on
 the same note. The \$1000. draft of E. J. Smith & Co
 was to apply on the note of Kelley & Co. &
 made March 7, 1840. & due July 10 1840.
 at White Bank in Buffalo for \$2349.37.
 The first draft of \$350. was to apply on the
 same note. The \$175 draft was to apply
 on the note of \$1539.50. The sum of \$205
 33. of the August \$350 draft was to apply
 on the note of \$1539.50. the residue of
 \$144.67. to apply on account of 1840. The
 draft of \$900. was to apply on account of
 coal shipped to Kelley & Co in 1840. The
 draft of \$200. was to apply on coal shipped
 Kelley & Co in 1840. The \$450 draft was to apply
 on the note of \$2349.37

All the said drafts
 except \$144.67. of the August draft of 1840 &
 the \$900^{draft} & the \$200. draft were to apply on
 the indebtedness of 1839 which Kelley & Co
 owed the complainant the check on
 E. J. Smith & Co for \$300 was to apply on the

Same indebtedness, all said drafts & said
 checks except the draft of \$900. & \$200. & the
 sum of \$144.67 of the draft of \$350. in August
 1860. were made on the transactions of 1859,
 and all of said drafts & checks except said
 draft of \$900 & \$200. & \$144.67 of said August
 draft were appropriated to the transactions
 of 1859. Such appropriations of them were
 made by the order of Defendant Kelley.
 The draft drawn for money appropriated
 to the payment of the notes. I have mentioned
 were drawn into exchange because the
 money on one note was payable here
 & the money on the other note was payable
 at the City of New York. The sums charged
 for exchange constituted the expense of having
 the moneys at the places designated for the
 payment of the notes, & are the current rates
 at the times the drafts were drawn. Exhibit
 A hereto annexed is an account of local
 furnished by the Complainant to the
 Defendants in the year 1860, between the
 fifteenth of April & eleven of October in
 that year. The local charged in said
 account was shipped at the City of
 Buffalo consigned & directed to the de-
 fendants at Chicago.

Interrogatory Fourth.

Do you know whether the Complainant & Defendants had any business transactions in the year 1859 & so state to what extent, & attach hereto an exhibit thereof. Do you know whether the Defendants were owing the Complainant any sums of money on account thereof, on the 13th April 1860. If so state how much & shew if you can whether any part & if so what part of the moneys in said Exhibit 2. were paid on account of said transactions of 1859. State fully.

Henry Anthony & Gaet
for Complainant.

Answer to Interrogatory Fourth.

I know the Complainant & Defendants had business transactions in the year 1859, that business was selling Coal by the Defendants for the Complainant on Commission, the business amounted to between \$15,000. & \$40,000. Exhibit B. hereto annexed is a statement showing the amount of that business on the fifteenth of April 1860 the Defendants were owing the Com-

plainant on account of that business the amount of the two notes referred to in my answer to the third interrogatory & a balance over these notes of \$63.67. All the moneys mentioned in said Exhibit D except the draft of \$90. the draft of \$200. & \$144.67. of the August draft for \$350. the sum of \$25. & \$250. for moving & carrying were paid upon the indebtedness of the Defendants to the complainant for the year 1859 the said two promissory notes mentioned in my answer to the third direct interrogatory were given by the Defendants to the complainant upon & towards the indebtedness of 1859.

Group Interrogatories & answers thereto by the Master on the part of the Defendant.

First Group Interrogatory. In what business was the said complainant engaged in the Spring, Summer & Fall of A.D. 1860?

Answer to First Group Interrogatory. The complainant was dealing in coal in the Spring Summer & Fall of 1860. That was his only business.

Second last Interrogatory. Were you not in some way or manner connected with the business of the said complainant during the time mentioned in the last interrogatory or during some portion of that time?

Answer to Second last Interrogatory. I was not in any way or manner connected with the business of said complainant, during any portion of that time except that I was his Clerk or bookkeeper.

Third last Interrogatory. Were you not in some way or manner interested in the business of the said complainant during the Spring, Summer or Fall of A.D. 1860. or during some portion of that time & if so on what business & how were you interested & whether you were not in some way or manner interested in local shipped by yourself or by said complainant in the Spring Summer or Fall of A.D. 1860. to the firm of Kelley & Co of Chicago Illinois.

Answer to Third last Interrogatory
I was not in any way or manner inter-

ested in the business of said complainant during the Spring Summer or fall of 1840 or any portion of that time. I was not interested in any way or manner in horse shipped by the complainant in the Spring Summer or fall of 1840. to said firm of Kelley & Co to said firm. I did not ship any horse during the time referred to & otherwise than as the clerk or bookkeeper of complainant.

Fourth Interrogatory

State when and how you have been & whether you are now engaged in the business with the said complainant & in what way are you now or have been engaged, or connected in business with the said complainant?

Answer to the Fourth Interrogatory.

I am not now, nor have I been in any way engaged or connected in business with the complainant except that I have been & am now his clerk & bookkeeper.

Fifth Interrogatory. Are you not in some way or manner directly or indirectly

interested in the result of this suit, & are you not to share in the proceeds of whatever sum may be made by this suit, against the said Defendants or either of them?

Answer to the Fifth last Interrogatory, I am not in any way or manner directly or indirectly interested in the result of this suit. I am not to share in the proceeds of any sum that may be recovered or made by this suit against said Defendants or either of them.

Sixth last Interrogatory.

Were you in the employment of the said complainant in the years of 1859 & 1860, & if so in what capacity?

Answer to the Sixth last Interrogatory,

I was in the employment of said complainant in the years 1859, & 1860, in the capacity of of clerk & book keeper.

Seventh last Interrogatory. Is not the said complainant related to you, and if so how is he so related to you?

Answer to the Seventh Serp Interrogatory.

The said complainant is related to me. he is my brother.

Eighth Serp Interrogatory

How many times were you in Chicago from the 15. of April to 11 of October in the year A.D. 1840, on what day or days of the month during the time last aforesaid. were you in the said city of Chicago & did you transact any business of the said complainant with the said firm of Kelley & Co. & if so what business?

Answer to eighth Serp Interrogatory, I was in Chicago once between April 15. & October 11th in the year 1840 It was from between the 5th & 13th of that month, as near as I can now remember I did then transact business for said complainant with said firm of Kelley & Co. The business I transacted with said firm was to receive from them, a check of \$300. on E. I. Lintshaw to apply on a note of \$1339.50. then held by the complainant against said firm, said note was a part of the

debt of 1859 carried along by renewal until this note was given.

I also took three promissory notes of said firm of Kelley & Co in renewal of other portions of the debt said firm owed the said complainant in the business of 1859. The notes were made by Kelley & Co to the order of the Defendant Hugh Maher & endorsed by him. The notes were all made on the 9th of June 1860, but one was ante dated May 4, 1860. The May 4th note was \$1525, due in three months from its date at the Bank of North America New York City one of the other two notes was due in two months from date at the same Bank & was for \$1282.97. - the other was for \$1302.61. due in three months from its date at the same Bank. Part of my business with the firm of Kelley & Co was to settle this old debt of 1859 & the above is all I succeeded in doing towards it, there was a small balance of that debt left unclosed.

Which I now Interrogate.

If in answer to the complainant's direct interrogatory you state that you know anything about the

various payments specified in "Exhibit
 D" annexed to the commission in this
 case. State whether you were present
 when either of said payments was
 made, & when & where they were made
 and state whether they were made by
 checks & if so on what Bank & or
 whether they were paid in currency
 & who received the payments, & if you
 saw any of the payments mentioned
 in the said Exhibit made, specify
 which of said payments you saw so
 made, & state if you know by &
 whom each and every draft mentioned
 in the said Exhibit was drawn &
 whether either of said drafts & if so
 which of them were drawn by you as
 the agent of the said complainant
 & whether the said complainant signed
 & executed all of said drafts & if not
 by whom were they signed & executed
 and state to whom each & every of said
 drafts were payable & to whom each
 and every of them were paid & whether
 you were present at the time either of
 said drafts was drawn & if so mention
 particularly which of them, & if so mention
 particularly which of them & whether

the said drafts were not drawn at the time the same bears date in the Complainant's handwriting & inclosed in different letters written by the said Complainant and directed to the firm of Kelley & Co. in Chicago & sent to said firm by mail & if all of said drafts mentioned in said exhibit were not so drawn & state whether you have any knowledge as to how or by whom said drafts were drawn or sent to Chicago, except what you have learned from the Complainant or the books of said Complainant or have you any knowledge of the said drafts, or for what purpose they were drawn except what you acquired from sources other than said Defendants or from letters received from the said Defendants, or from letters received from the firm of Kelley & Co. in Chicago

Answer to the Ninth Cross Interrogatory

I was present when the payment of the \$300. was made. It was made at Chicago. the moneys mentioned in Exhibit D. were paid at Chicago & on the dates given in said Exhibit except the \$100. item. the \$300 item was paid

by check of Kelley & Co in E. J. Smithham
 the \$1400. was paid by check upon
 Lockwood & Co who were brokers in New York
 City. as to the other drafts in Exhibit 2
 I don't know how they were paid, nor who
 received payment of them. I only saw the
 payment of \$300. made. all the drafts
 stated in said Exhibit were drawn by
 my brother. I don't recollect any that
 he did not draw I don't recollect of
 drawing either of said drafts as the agent
 of Complainant. The said Complainant
 to the best of my recollection did sign or
 execute all of said drafts ~~or execute any~~
~~of them~~, I don't recollect to whom said
 drafts or either of them were payable, I
 don't recollect to whom each & every of
 said drafts were paid. I was present
 when each of said drafts were drawn
 the said drafts were drawn at the time
 they bear date, and they were in the
 complainant's handwriting. I don't know
 as any of them were inclosed in letters
 or in any letter by the complainant to
 said firm of Kelley & Co in Chicago, or
 that any of said drafts were sent to
 said firm by mail or other wise. all of
 said drafts were so drawn I saw the

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drafts drawn by the complainant & do not derive my knowledge from the complainant or the books of the complainant & I have knowledge of said drafts, & the purpose for which they were made besides what I acquired from some other than said defendants or from letters received from the Defendants or Kelley & Co. in Chicago.

Tenth Corp Interrogatory,

In answer to the Complainant's Third Interrogatory you state that you know to what transactions between the complainant & the Defendants, all or any of said payments & mentioned in the said Exhibit, are applicable or upon what indebtedness said payments or any of them were severally made, state how you know to what business transactions such payments are applicable or upon what indebtedness such payments were severally made, & whether you have any knowledge in relation to the same except what you have derived from other sources, than the said Defendants or from letters of the said complainant

or the said Defendants or the letters
of the said firm of Kelley & Co. or from
the books of the said Complainant.

Answer to the Tenth Cross Interrogatory.

I know to what business-
transactions, the payments are applicable
which were made on said drafts
by hearing an arrangement made
between the Defendant Kelley & the
Complainant at the City of Buffalo
to the effect that the drafts should be
drawn upon the indebtedness of said
firm for 1859, for which the complain-
ant held the notes of said firm &
that he should draw drafts upon
said firm to apply upon said notes
whenever he wanted money & after
that the drafts which I have mentioned
as being drawn upon the indebtedness
of 1859 were drawn by the complain-
ant, for the purpose of collecting portions
of that debt I have knowledge in relation
to the same from the statements the Defen-
dant Kelley made in my presence &
hearing & the purpose for which I
know said drafts were drawn, & I
have such knowledge besides what

I have derived from other sources than the said Defendants, & besides what I have derived from letters of said Complainant or said Defendants or said firm of Kelley & Co. & besides what I have derived from the books of the Complainant I have no other knowledge concerning the application of said payments except what I derive from the contents of the copartnership agreement made in the Spring of 1840.

Eleventh Cross Interrogatory.

In answer to the Complainant's Thirteenth interrogatory you state an account of the transactions of what year; now what accounts the said payments mentioned in the said exhibits were severally made, state how you know on account of what transactions or the transactions of what year said payments were severally made, and whether you were present when they were made & whether you personally have any knowledge about it, or whether you know anything about said payments further than what you have learned

from the complainant & state particularly how you acquired your knowledge, & whether you have any knowledge further than you have acquired from the books or papers of the said complainant or from papers of the said defendants, or the papers of the said firm of Kelley & Co or from other sources than your own personal knowledge or from other sources than from information derived from the said defendants.

Answer to the Eleventh Interrogatory

I know on account of what transactions & the transactions of what years said payments were generally made by hearing the Defendant Kelley tell the complainant to draw on said firm for such of them as I have stated were applied to the debt of 1859 I was only present when the payment of \$300. was made I have no other knowledge about said payments, but as to the payments which I have stated were made on the business of the year 1860. I derived that from the copartnership agreement made the spring of that year by