

Q. Mortgages by Rice? Some of them?

A. I don't know I am sure.

Q. Did he have some Mortgages on Mr Furstenberg?

A. I think he did.

Q. Don't you know they were made upon Swamp lands?

A. No Sir.

Q. Don't you know he gave Furstenberg \$200 to make these Mortgages?

A. No Sir, I don't know much.

Q. There is no dispute about that

" You & Tripp became Partners, after he bought that stock from Crane?

A. Yes, we became partners. I had \$2000. in the stock & was there selling them with him. He went as "Tripp & Hale" as partners.

Q. What did you go to Minnesota for? *See*

A. To secure some claims for him & some for myself.

Q. Did you take any goods there to sell?

A. No Sir.

Q. Bring any out from there, any clothing when you came back?

A. No Sir.

Q. When you came back where did you find this stock of goods?

A. No 100 Lake St.

Q. Where Tripp & Hale were doing business?

A. No Sir, that was where we had a Patent Office Depot. No goods were there.

- Q You & Tripp were then in the Patent business principally?
- A Yes, altogether at that time.
- Q What Patents?
- A Numerous Patents too numerous to mention.
- Q This was the "Great North Western Depot"?
- A Yes.
- Q The first time you went to Foremans who did you sell there?
- A 3 or 4 Foremans I think. The one sitting there beside you I could not tell the names. I don't know them all by name.
- Q How long were you there examining goods the first time?
- A Perhaps an hour. I examined all classes of goods, overalls I could not designate any particularly. I went through the Stock I examined one thing in particular, some vests. I could not tell the number. I looked at a pretty large pile that laid there. I looked at perhaps - opened and looked at 3 or 4. They were with a number, were cotton knish vests.
- Q Do you remember what he told you they were worth?
- A I think \$2.
- Q You remember that distinctly?
- A Yes it was talked about at the time & I recollect particularly well because I thought they were too high if that was the price. Another thing I didn't think that they would sell very well. I did not think they were very good vests. I thought they were considerably higher than they should be. I should judge the Manufacturers New York price was \$1. I don't know what they were worth.
- Q Did you ever manufacture any goods at New York?
- A No.

Q Boston, or any where?

A No Sir, never manufactured any anywhere.

Q Is it not customary here for all Wholesale Dealers like Leopold & Schreiner & the Fireman's to Manufacture their own goods at the East?

A I think it is. Some of them does & some doesn't.

Q Do you know that from your own knowledge?

A Yes, some buy of jobbers, others Manufacture themselves.

Q What other Articles did you examine that first time?

A Nothing particular that I called my attention to that I examined the first time.

Q How soon after that was the second time you went?

A The next day I think.

Court took a recess until 1/2 past Six

Court met at half past Six o'clock, Mr Smith Counsel for Plaintiff stated to the Court that the witness Hale was not himself to be present.

After some discussion an Officer was sent for Mr Hale. He soon returned reporting that Mr Hale was unable to come.

Court adjourned until 9 o'clock A.M.

Second Day

Thursday October 13th 1859.

Court met at half past Nine o'clock.

Daniel H. Hale recalled and Cross Examination continued by Mr Van Buren.

Q How long after you went to look at these Goods the first time before you went the second time?

A I think it was the next day.

Q Did you make any memorandum of any goods you examined the second day?

A No Sir, the second day I was there I selected the Goods

Q The numbers & prices were called off were they?

A I don't recollect about the numbers particularly. I went and told them how many I would take of each kind.

Q Did not Rudolph Foreman call off as you selected them, the numbers & the prices so that the Bookkeeper could make a memorandum of it?

A I think not - Not that I know of. I saw a Bookkeeper there but he didn't sell any Goods while I was there. He had a paper with something that he was copying down the number of Cans I took of each kind.

Q The numbers & prices were not thus called off?

A No Sir.

Q Then your recollection of the numbers & prices - It is a mere matter of recollection with you now as to numbers?

A Yes, he had something he put the number of each kind I bought - the Cans.

Q Who?

A Rudolph, I think.

Q Have you anything to refresh your memory now as to the prices of each article, except your recollection?

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Q. I have nothing but my recollection.

Q. How many Coats did you select that day?

A. I could not tell that - the exact number - a good many I should judge - about a hundred ~~perhaps~~ perhaps.

Q. Will you swear you selected a hundred?

A. No Sir, I won't swear 100 nor 50.

Q. Can you tell within 50?

A. I didn't count them.

Q. Answer my question?

A. I did.

Q. Can you tell within 80?

A. I think I could I don't swear positively how many I did select, nor am I going to. I say I think I could tell within 50. I can't swear positive to no such thing. I am not going to.

Q. Can you tell how many Quereats?

A. No Sir,

Q. Vests?

A. No Sir.

Q. Can you tell how many Coats of any one kind you selected?

A. I think I could state very near that. I think I selected a dozen or half a dozen of black business Coats, or black Coats, - a dozen or half dozen.

Q. I don't want you to guess?

A. I am not guessing - I could say positive that I selected half a dozen, but whether a dozen or not. -

Q. Can you give the number of that half a dozen?

A. No Sir, I cannot.

Q Can you tell whether they were business Cats?

A I think they were black business Cats. I think they were \$11. I depend upon nothing but my memory.

Q Did you look through the goods you didn't take?

A Yes, a good many, I am not certain but they gave the prices of some ~~that~~ didn't take.

Q Ain't you certain?

A No, if you will allow me to speak I'll tell you the reason.

Q No, answer my questions?

A I wish to explain my answer. The reason I recollect these overcoats —

Q Never mind — that's an argument.

Q Can you recollect the prices of any other goods you didn't take?

A I think there is some I did.

Q Can you tell me the prices of these Goods you refused?

A I think not.

Q Was there anything peculiar about these \$11. Cats?

A Yes Sir, they were a pretty middling good looking kind of a coat — Nothing more than that — I thought they would be a good coat to sell — would sell well — about as good as any I saw.

Q Was there anything peculiar about that?

A Nothing more than they were a fine black coat.

Q Do you call a middling good coat a very peculiar article?

A Yes, I think there were half a dozen.

Q Do you remember the number?

Q No.

Q Can you identify any other goods you selected the second day?

A There is those business coats I have spoken of. I think there were some vests. I could identify articles, if the goods were here before me. From my memory it would be a very hard question for me to answer.

Q I don't want you to reason with me, but to answer?

A It is not in my memory now I might hereafter know them.

Q Is your memory going to be better hereafter?

A No Sir, I don't think of any now.

Q Could you give the number or quantity of any other article you selected?

A I don't know as I could without looking at the Bill.

Q I asked for your memory. Will you be so good —

A I won't. I won't be so good as to answer what I don't know.

Q Will you tell the number or quantity?

A No Sir, I shan't tell you the number or quantity of any other article. I don't mean to guess to what I don't know.

Q How long were you engaged in selecting that \$3000 worth of goods?

A Perhaps 11 hours. I could not tell positively. It was part of the afternoon, perhaps 2 or 3 hours, may be 4. I couldn't state positively.

Q Is not that a pretty short time to select so many goods?

A I don't know I think I could select a good many more than that in that time.

Q Could you have identified these Goods if you had seen them

in any other Store without having been told they were the goods you selected?

A Some of them - The business Coats I think. There was a stripe along the edge of them and different colors, I should have noticed. They were not of one Color I mean, I can't state the Colors positively.

Q They were not Foster's Coats were they - What were they?

A They were a good many colors I shan't say what they were - Some were black and some I think were brown and perhaps some a little red mixed up with White. That's the best of my recollection. I can't tell which part black.

Q Which brown?

A I shan't tell anything more about it than that.

Q You shan't?

A I can't.

Court. Answer the Question.

A I can't tell any other Colors.

Q How how could you go into another Store and select them?

A I should say they were the same or just like them.

Q How?

A I should tell by the looks of the Coat - Many I could not tell but those I could I rather think there were others had stripes on, but not at that price.

Q Was not that a very common thing that season very fashionable Coat?

A Yes.

Q. How could you identify them in another Store?

A. Because I paid a particular attention to these Coats, and bought them for a particular purpose. That's a good reason. That's my knowledge - That's the only reason. I thought they would sell for about \$5 at Auction prices. I made no mark.

Q. When you came back these boys goods were pointed out to you by Tripp as the goods you had selected?

A. Yes, he told me, there were the Goods I had selected in the Store. I had been absent 13 days up to make some securities or mortgages on some goods we had sold - Mr Tripp and I had sold.

Q. You stated you bought Goods in New York in '56?

A. No.

Q. Some ready made Clothing?

A. No Sir. I stated I bought some in Boston in 1856 - I was doing business then in Centerville, Indiana - a general variety business - Country Store - not exclusively Clothing. I kept a stock of Clothing. I bought I think from \$1000 to \$1200

Q. What did you pay?

A. I think I paid from \$3.75 to \$12.

Q. To that as near as you can recollect?

A. I think that's as near as any body could.

Q. What quantity did you buy at that time?

A. I can't tell. I bought overcoats. Some as low as \$4. I think I recollect that now distinctly.

Q. Do you recollect any other Goods you bought except ready made Clothing?

Q Yes. Dry goods, a general assortment - Some Broadcloths.

Q Recollect what you paid for them?

A Pretty near it.

Q Thus you don't want a Bill?

A Yes I always want a Bill - I can tell near enough, but I always want a Bill.

Q When did you look at the Bill of that purchase?

A I don't know. I've looked at it a good many times - Perhaps not very lately - I don't recollect when. Probably that year - I don't think I have looked at it in a year any way.

Q Have you bought any Clothing at the East since that time?

A I have.

Q And before you had purchased these?

A Yes, and in Boston this fall. In '56 was the last I bought until this fall. I have purchased none since except a very few which I bought in Chicago. I bought none since 1856 in Boston, New York, Phil. or any other place East - Before 1856 I purchased East almost every Spring & Fall for the last 8 years I guess. I think I went East 8 years ago for the first time.

Q Did you buy in New York?

A Yes, in '54' purchased about there

Q Do you know the prices in these Markets vary from year to year?

A It may vary on some things a trifle - It has not varied any thing certain knowledge, either way, to amount to anything since I have been buying. I don't recollect any variation in the value of articles of this kind in 1856 - '57 & '58

Q Do you know whether there was or not?

Q I don't.

Q Do you know what the Manufacturers prices were for this kind of Goods in Eastern Cities in 1858?

Q No Sir.

Q If you sell an Article for a dollar 10 which you have added 200 per Cent - what would be the Original Cost?

Q I could tell very nearly - perhaps not exactly without figuring. It would be very easy to get at it I suppose.

Q What figure?

Q I don't think I will figure on it now.

Court. Answer the question, because this Cross Examination is to get at your means of Knowledge.

Q It would be 33 or 34 Cents, a little more or less.

Q Then if you buy an Article for 33 or 34 Cents and add 200 per Cent to it, it would bring it in a dollar?

Q Not quite a dollar - It might bring it to '75. I don't pay what it might do. It would be about '75 Cents I guess - I think it would be about 75 Cents.

Q Tell me accurately?

Q You can figure it up yourself.

Q How much would it cost if you take a dollar one - sell an article in which you have included 200 per Cent of the Original Cost of the Article?

Q I don't know that I could answer that question.

Q Has you ever arrested for false pretences in Indiana?

Q No Sir, I never was.

Q Never indicted -

Q No Sir.

Q Was you not indicted then in Indiana for anything?

A No Sir, If I was indicted it was not to my knowledge. I'll tell you about that if you want to know the straight of it, I can tell everything in connection with it - you asked me a question, I'll explain it to you. Mr Tripp came there with a Patent right (to tell it as it is) and persuaded me with one or two other men the first time I saw him to buy a Patent. Times were very hard and we thought if we could do anything to make money outside of the business, we had better do it. We could not sell goods to make money. Mr Thomson and Tripp were together and said it was a good thing - they had sold a good many to men in Valparaiso. I looked at it and tested it pretty thoroughly and concluded to buy. I didn't want to take a whole State, for I didn't want to risk so much, I took a part of the State with two other men - gave my Notes to Mr Tripp the same as they did, bought the Territory together, and after we had had it 2 or 3 weeks, these other men began to get sick of their trade.

They thought they would make nothing out of it - Somebody told them they had lost what they paid. I told Mr Tripp I wanted him to assist me in getting rid of mine and he said he would do so. I told Mr Tripp I wanted him to assist me to sell. I wasn't much acquainted with it - to help me to sell it. And of these other men seeing me and Mr Tripp together thought there was something wrong - that we and Tripp was colluding together; and he swore out a writ to take me, or something of

the fluid, but it was never served on me, nor nothing of the kind.

Q Did you settle it?

A No Sir, withdrew it and paid his own costs and there was nothing done to it, and he was very glad he done that - I never had a writ served on me before or since,

Q You had Tripp to persuade you to buy these Patent rights?

A Yes.

Q You bought some afterwards?

A Yes, I bought some a week or so afterwards. The same Patent - I bought some of Minnesota, Tripp bought with me the had some Counties out here in Illinois he offered me very low.

Q Did Tripp persuade you to go into Partnership?

A I never had any Partnership, except -

Q Thus you sold goods together?

Mr Fennell objected to the mode of Examination

Objection overruled - Plaintiffs excepted.

A He did.

Q That was long after you had bought these Patent rights?

A Yes.

Objection to as improper in form -

Objection overruled. Plaintiffs excepted

Q Where are you now doing business?

A At Oswego, Illinois, in a general Mercantile business.

Q Is Tripp interested with you?

A No Sir.

Q Did you hire your Store of him?

A No Sir.

Q

Where is it?

A

Where, It belongs to Hale & Kimey.

Q

Was it purchased by a Man of the name of Stout?

A

I don't know, I never saw the Deed.

Q

Didn't he give him some of these Rice Mortgages?

A

I have heard he did, I don't know.

Q

Was Baldwin the Plaintiff Tripps Agent in making that trade with Stout?

A

I heard he was Stouts agent - I heard Mr. Stout say that he was.

Q

You don't know that he was Tripps also?

A

No Sir, I heard Stout say he was to give him a lot in Oswego to consummate this trade with Tripps.

Q

You spoke of an interview at Foreman where Rudolph and Baldwin & you were present when you & Baldwin, made complaints of the Goods - That was the time I understand when the Trunk was there?

A

Yes.

Q

Was it at that time that Baldwin said he would rather have the Land back?

A

I think it was.

Q

Hadn't he sold a large portion of the goods, hadn't he

Objected to - Objection overruled

Plaintiff's Counsel excepted

A

That was the Goods he had at Oswego. I know nothing about them.

Q Hadn't Triffin been selling off a portion of the Goods he had bought?

A I think he had sold some of them.

Q At Auction?

A I don't know nothing about it at all.

Q Do you know how many goods Triffin had sold?

A I do not, I didn't pass over them to see how many were still on hand, I should judge there was some \$11000.

Q At this time did Foreman exchange some of these Goods in the Trunk and give them other Goods?

A No Sir, not to my knowledge.

Q Who was present at that time?

A Mr Baldwin, myself and the Foreman.

Q You spoke of some Goods you didn't select, didn't Foreman explain that by paying when he came to foot up the Bill it was short about \$100. and threw these Articles in to make up the amount?

A Perhaps he did. I don't recollect. He didn't do anything before me, I left the House. Perhaps he might have paid so.

Q These goods were Yankee Notions, undershirts & chemises and collars?

A I don't know. I didn't see them.

Q You don't know he changed a portion

A No Sir, I left before anything was done, I don't know any thing about it. To know a thing a man must see it, I have heard that is the case.

Q Who did you hear it from?

A I don't recollect that certain.

Q It must have been from Baldwin himself?

A I don't recollect.

Q Did you have any conversation with Foreman upon this subject after that?

A No Sir,

Q You did not understand it?

A Yes.

Q What did Foreman say when all these complaints were made to him?

A He said he had nothing to do about it. The trade was made & that was all he had to do. He said a good many things. He said he had nothing to do with me in the matter or with anybody but Mr Baldwin. He said he should not take back any Goods, nor he should not make any difference in the trade anyway. I don't recollect what else he said.

Q Were you present at Foreman's Store when the Trunk was brought back?

A No Sir, Mr Baldwin took the Trunk there & then came & got me to go with him. I went there and was there a half-an-hour talking with them while the Trunk was there, I left before it was opened. I don't know what was in it, only what they said.

Q I understood you stated the contents yesterday?

A I told you what they said.

Q Now you don't know what was in the Trunk

A No Sir.

Q Do you know of any writings being executed between these

parties at any time concerning this Contract?

Q I know there was a Deed given by Mr Baldwin to Mr Foreman. I am talking about the Contract.

Q Were there any writings between them in regard to that Contract?

Q I don't know whether there was or not. I never saw any.

Mr Farwell Had you any interest in the purchase by Tripp of Baldwin of this particular case?

Q No Sir.

Examined by the Court.

Court. Which of these Coats are you best acquainted with? which did you observe most closely?

Q These business Coats I think. I observed more closely than any others.

Q What were the prices you understood they were to be charged at?

Q They said they would be about \$4.25.

Q They did not pretend to fix the prices accurately?

Q No Sir. about that.

Q What kind of Coats?

Q Union Cassimers.

Q What you might call Salmist?

Q That they would call Union Cassimers. I think $\frac{1}{2}$ Cotton and $\frac{1}{2}$ wool, not worse like Salmist, but Union Cloth.

Q What was this Cloth worth a yard?

Q About 60 Cents at Wholesale

Q How many yards does it take to make a Coat?

Q I suppose it takes about 4.

Q They are short Coats?

A Yes.

Q What trimming do they use in making a Coat?

A I think they use Cotton Flannel

Q What were these trimmed with?

A I think they were Cotton Flannel, but I can't recollect how many yards of trimming - about 2 yards of trimming. That's worth about a shilling a yard. No common Cheap Canton flannel.

Q What Color?

A I don't recollect.

Q What other things does it take? any padding? of buckram?

A I don't recollect whether it was Cotton flannel - It might have been cotton.

Q What would the lining cost from your recollection?

A About 25 Cents, if it was ^{worth} a shilling a yard,

Q You can't state whether it was woollen or Cotton?

A It was not woollen.

Q How much buckram? How much padding?

A About half a yard of each.

Q How much is that worth?

A Buckram is worth about a shilling a yard - about 16 cents.

I think padding is worth about a shilling a yard.

Q Do you mean by padding red silk?

A Yes Sir, from a shilling to 15 Cents according to the quality.

Q What would the other materials cost; the buttons Silk & Thread & other things used about the Manufacture of them?

A 25 Cents.

Q How the whole of the materials would cost about 75 cents, what would the cutting of the Coat cost?

A Really I don't know.

Q The making?

A I don't know that. Perhaps 3 or 4 shillings.

Q How the entire cost would be about \$3.25?

A Yes Sir,

Q A Tailor knows about these things, don't he?

A I suppose they do.

Q How a Merchant, who is really a Merchant knows how much it takes to get up an article of Clothing. What the materials are &c

A Yes

Q Did you do that in estimating these?

A Yes.

Q You estimated the cost of the lining, making, materials &c?

A Yes.

Q What did you estimate the cost pound?

A The coats I brought cost \$3.50

Q You estimated the profit of the Manufacturer?

A Yes.

Court. I merely ask this for my own information

You have both got through.

Mr Van Buren to witness. Did you ever have a Coat manufactured?

A I have had a good many Manufactured, but not in this way.

Mr Van Buren for the defense, offers to cross Examine the witness as to his knowledge of the facts testified to above in answer to the

interrogatories propounded by the Court.

Plaintiffs Counsel stated that they made no objection.

The Court stated that the Counsel on both sides had now concluded the examination and cross examination of the witness and could not be permitted to examine him further now.

To which decision Defendants Counsel then and there assented.

George V. Minor called by the Plaintiffs, being duly sworn was examined in Chief by Mr Farwell and testified as follows

Q. What business were you engaged in, in the summer of 1858 and where?

A I was living at Conego. I done some business for Mr. Baldwin as Clerk in the fall of 1858 I think it was in selling Dry Goods & Clothing in a Store.

Q Do you know of any Goods being received by Mr. Baldwin at Conego that fall from the Defts. Foreman's?

A Yes. I received a Bill of such goods.

Q Is that the Bill (submitting a document to witness)?

A That was the Bill - The goods were received I think by the C. B. & D. R. R. sometime during the fall of 1858 I don't remember the time. I think I have no means of telling the time more definitely. The goods were packed in boxes as merchandising usually is. I think the boxes were directed to Mr Baldwin I am not certain when the Bill was received I think I had the bill at the time the Goods were received I don't recollect that there was any delay in marking. I opened them. I compared the goods with

the Bill. I think all the Articles. They compared with the exception of certain articles at the last end of the bill, that purport to have been delivered to other parties. The date of the Bill is Sept 14. 1858 "A piece of bleached muslin by J D Meas 11 1/2 yards." That item and this & this (pointing out several) were all I think lacking upon the Bill. All the items compared except the items on the latter part - This is the Asuago Bill (not the Tripp Bill) It corresponded down to there. There was a portion of these Goods taken away a short time afterwards by Mr Baldwin. I can't specify which item. They were what we usually call "Market Goods" - that kind of goods, some Sleeves, Collars & embroidery & chemisettes, some Neck ties, & cravats & handkerchiefs. I think they were packed in a trunk. I only know why they were taken away from his statement. They were gone only a day or two. I think he brought back the Trunk. He brought back about half the contents. He left the Chemisettes, Collars & embroidery work & I think a portion of the Neck ties. Socks and some other items, I don't remember. He brought back in the Trunk other goods than those. I think he had a bill of these other goods.

Q Is that it (presenting a document).

A Yes Sir, that is it. I examined the new goods & the bill. They compared with the Bill. (bill of \$150²⁵).

(Here a trunk was produced in Court & being brought forward & opened & disclosed a considerable amount of goods which the witness examined)

Q Have you seen these Goods before?

A Yes Sir, I have seen them before, most of them, perhaps all.

They belonged to that Bill of Goods.

(The Coats &c in the Trunk were now taken out of the Trunk in succession by Mr Harwell & the number on Coat called off, while the witness holding the Bill read the description and price as follows)

No 440.	Business Coats at		\$ 9.50
No 353	Button Coat @		\$ 9.50
No 466	Woolhair Overcoat @		\$ 9.25
No 253	Real Felt Coat @		\$ 12.75
No 693	Casimere Pants @		\$ 6.25
No 484	Union Casimere Pants @		\$ 4.25
No 922	Imitation of Silk Velvet Vest @		\$ 2.40
No 434	" " " @		\$ 2.40
No 664	Wool Chequig (vest) @		\$ 4.25
"E" or "F."	Woolers Satin (vest) @		\$ 2.50
No 444	Fancy Vest @		\$ 4.50
No 513	Black Satin Vest @		\$ 4.25
	(Black Lace) Veil, Silk. "		\$ 1.75
No 2	Childrens Coats "		\$ 1.50
No 66	Fancy Silk Necktie 1 doz;		\$ 15.00
No 442	(on small Bill) Coat		\$ 12.75
(No 442 withdrawn)			
No 80.	1 dozen Ladies hoods	@	\$ 20.00
	Woolen Muslin Shirts	"	\$ 1.50
	Doz for Doz.	"	\$ 11.00
	White Shirts per doz		\$ 15.00
	Fancy Shirts per doz.		\$ 36.00
	White Collars, round corners per doz;		\$ 2.75

Assorted Honey Colours	per doz.	\$ 2.50
Ladies Superior Black Hosiery	1 doz.	\$ 4.50
Murine Hosiery	4 doz. per doz.	\$ 6.00
Assorted Silk Neck ties	per Doz	\$ 18.00
Ladies belts	per doz.	\$ 4.50
Money purses	2 doz.	\$ 4.00
Silk Money purses	per doz.	\$ 6.00
Elastic belts	per doz.	\$ 4.50
Watch Chains	per doz.	\$ 4.00
Garters	3 doz.	\$ 3.25
1 piece of Black Mohair (Alpaca double width)	1 yard	\$ 0.90
Exotic for yards		\$ 0.15
Silk Mohair (double width)	1 yard	\$ 1.12 1/2

2. There were these Goods selected from the Stock that are there?
 a. I think a portion of them at least were selected some number of weeks ago. Two or three months perhaps. I selected a portion of them, most of them perhaps. The stock of goods were at Comago at the Store now occupied by Mr Hale. I don't recollect who was the owner at the time. I selected from quite a proportion of the Articles on hand I think. I don't know what proportion. I think we didn't select from everything that was on hand. I think there were penholders, penholders. I rather think we selected from about all the Clothing. I don't think of any kinds of Clothing that were there, that we didn't select samples from. I think we selected from the most valuable & generally. There might have been some others. I can't name any we didn't select samples from. It don't occur to me now I should

price there has been considerably more than half of the original stock that Mr Baldwin received taken away. Some kinds were nearly all there. Others nearly all had been sold. sold at retail so far as I know.

Q What business have you been in for the last 15 or 20 years?

A I have been at different kinds of business. I have been engaged in the Mercantile business some during the last 6 or 7 years - between 3 & 4 years at Oswego in this State. I was selling there a year & a half in 1855 & 56. I was 6 months at Mendota immediately previous to that time. I was 2 1/2 years at Sasale immediately previous to being at Mendota. Before that I was engaged in the business, not in this Country. I was a great many years ago in the business in New York. 3 or 4 years. I dealt in ready made clothing during these times to some extent. I dealt in ready made clothing at Sasale, Mendota & at Oswego in 1854 & 55. probably the latter part of 1853. I think 1856, I was dealing in clothing - in 1855 more than any other year perhaps. I have been acquainted with the value of such property just so far as the business I have done has enabled me to be acquainted with their value. I have purchased in New York & Boston & at Wholesale. I was employed as Clerk & did not buy goods.

Q During the last 3 or 4 years has there been any change in the price of articles of this description, and if so, what?

A Well Sir, I can't give you a very definite answer.

Q Have you any knowledge of New York Manufacturers prices of goods of this description in '56?

Q I think not particularly. I bought some goods of some of these descriptions in 1855 or 1856. I think. - My recollection is not very distinct. I bought them in Boston. I am not certain whether I bought goods in New York in 1853 or 1854. - During this year I bought at both places. I have forgotten. I think I have some knowledge of New York Manufacturers prices.

Q How did the articles, samples of which have not been shown you here, but which were on the Bill compare in price & value with the articles which you have been shown?

This question was objected to by Defendants' Counsel but the objection was overruled by the Court and Defendants Counsel then withdrew excepted.

Q I don't think there was a very material difference. They might have been a little lower.

Q That might have been a little lower?

Q The goods not shown by samples.

Q By the Court. That is they might have been a little nearer to the value charged in the bill?

Q Yes.

Q Can you refer to any articles that might have been a little lower?

Q Yes. There was a lot of prints and flannel dry goods & generally that have been pretty much sold off - didn't have samples. They were lower in price than these goods generally used. There was a very wide range in value. Perhaps 75 to 100 per cent down in the aggregate to 75.

This testimony was objected to by Defendants

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Counsel, but the objection was overruled by the Court and Defendants Counsel then and there excepted.

Q. Do you think of anything else, except these prints and staple dry goods?

A. I think were a few things - from \$25 to \$30 in amount besides the dry goods & prints. I think some of these prints were on hand when we made the petition. I think there were some few prints on hand also. I don't know that I can think of any specific articles.

Q. How long have you known Mr Baldwin the Plaintiff here?

A. Some 12 or 13 years I think. During this time he has resided at Palestine Grove in Lee County & at Four Mile Grove & at Mendota & at Homer in Cass Co. - He is now residing at Casper. He came there last fall. I think farming has been his principal business. Before the purchase of these goods he had been farming & some agency business.

Gross Examined by Mr Van Buren.

Q. Wasn't his business principally selling lands and trading for other people and himself?

A. I don't know definitely Sir, to what extent his time was employed in that kind of business. I think he was so engaged at least a portion of the time. I don't not but was him. A portion of the time he was engaged in trades & making contracts I think.

Q. Dealt in Patent Rights?

A. I guess he has some.

Q. You say you once did business in New York?

A. The State of New York, in Tompkins & Seneca Counties I

polo goods. I sold goods in Tompkins Co. at Burdett (?) 2 1/2 years.
I was in Seneca Co. previous to Tompkins.

Q Did you deal in ready made Clothing there?

A Not much.

Q Who owns these goods now?

A I suppose Mr Hale owns them. It is so understood at Oswego. He bought them I understand of Mr Tripp. They are the goods that belonged to Baldwin & were sent to Oswego. Mr Tripp bought them of Mr Baldwin, I think in the early part of Summer. Mr. Baldwin sold him the goods he had on hand, consisting of dry goods, groceries, clothing, hardware. I don't know the time that sale was made. My impression is, it was the early part of Summer. or along in the Spring. It is some time ago. I can't recollect days well.

Q Did that sale embrace all the goods he had on hand that he had from Foxonian?

A Yes, all the Oswego bill - there was other stock - the other stock I understood came from Indiana. Mr Baldwin got that of Mr Tripp & Hale I understand. I don't recollect any other old stock. The goods were at the Store where they are now when they were sold to Mr Tripp - the store kept by Mr Hale in Oswego. I was employed at the time as Clerk for Mr Baldwin. That is I was called upon to help invoice. I have been a clerk for Mr Baldwin for sometime previous to receiving these Goods. I think I ceased when Mr Baldwin first sold out the stock on hand. I continued his clerk till he sold out to Henry A Clark. It was some several weeks before his trade with Mr Tripp - may be 2

or 3 Months. He sold back the stock of goods we are talking about, including all he had received from Germans, & from Indians. I think there was barrel with some lamps was brought there from Menota during this time and was put in. I think before these goods were sold to Clark. I don't think of any other goods from Menota at the time of that sale to Mr Clark. I think they were to exchange for Lana with Mr Clark. I don't know whether the prices were fixed definitely.

Q Do you know they were sold at the invoice prices of what they cost? the whole lot?

A I don't think I am prepared to answer that question directly. I don't know that they were so estimated, in making up that invoice, - That is not my recollection now. In looking the invoice we put them down at what we understood to be cost.

Q Why?

A I can't tell why. The goods were to invoice to certain amount in order to make the trade even. If they didn't invoice that amount Mr Baldwin was to make it up - they invoiced the amount. I think that the Contract required at the invoice prices.

Q Did you continue clerking for Clark?

A No Sir, Mr Clark kept them awhile & then Baldwin took them back.

Q Upon what terms?

A He gave back the property he was to have for them & took them back - then they became Mr Baldwin's again & Mr Baldwin sold them to Mr Tripp. I don't know the amount. He traded

for some property that he got from Mr. Tripp. I understood he got some unimproved land near the A.C. R.R. & a house plot at Locust Station on the Decatur road. I understood that Mr. Tripp then sold them to Mr. Hale or Mr. Hale got them in some way.

Q. Are you clerk for Tripp & Hale?

A. No Sir, I am not clerk for Mr. Hale now, nor never have been. I am now engaged in making and selling furniture. I never dealt in Patent Rights. I have no recollection of ever having any Patent Rights.

Q. Do you know that when Baldwin sold these Goods to Clark he stated that he would sell them at the prices he had bought them at, and he had bought them right and they were worth the money he paid for them?

A. No Sir, he did not.

Q. Were you present when the negotiation was going on between Baldwin and Clark?

A. I think not much of the time. I think that during theendency of this negotiation I was present once or twice & heard some little conversation between the parties, but not much. I knew the negotiation was going. I knew Mr. Clark and had known him for 5 years nearly. The last part of the time at Oswego or some place - a part of the time 3 or 4 miles out on a farm I did business at Menasha once - I and Mr. Baldwin were partners in connection with the Clothing business. Since that I have been his Clerk 3 or 4 weeks at Oswego.

Q. When did you select these particular articles to exhibit here?

A. Sometime during the summer. Some two or three months

perhaps. I think Mr. Trapp owned them at the time. I think it was after the Sale to Trapp. I may be mistaken. I suppose they were taken off. I don't know where they have been since.

Q They were taken out and put apart for exhibition - not at the Fair. but at this trial?

A I suppose so.

Q How long was Baldwin engaged in the Clothing business at Mendota?

A About five months. I don't recollect the Sales, but it was not a large business.

Direct Examination resumed by Mr. Farwell

Q How long was Clark in possession of the Goods there at the Store?

A My best recollection is it might have been some two or three months.

Q How did Mr. Baldwin come to take them back, explain how and why he came to take them back?

A Mr. Clark ~~was~~ claimed to be dissatisfied.

Def'ts objected to any Declaration made by Clark to Baldwin in the absence of the Defendants concerning the Goods.

Objection overruled by the Court and Defendants Counsel excepted.

Q Do you know why Baldwin took back the goods from Mr. Clark?

A I think I do. Mr. Clark became dissatisfied with the trade

and refused to convey the Land to Mr Baldwin that he was to have in exchange the an arrangement to take them back.

Q Was the land ever conveyed to Mr Baldwin to your knowledge?

A I understood not from the parties.

Q By Mr Smith. Explain the whole thing?

A The parties wished me to arbitrate the matter and say what they should do and in that capacity I decided that Mr Baldwin should take his goods back and take the land —

This question was objected to by Defts Counsel

Objection overruled by the Court and

Defts Counsel then and there excepted.

Q At what price was the Land put to Baldwin in the trade?

This question was objected to by the Defts and

Objection overruled by the Court and

Defendants Counsel then and there excepted.

A I don't recollect what the Land came to. My impression is the land was valued \$30 two acre.

Q Was there any price named at which Baldwin would let him have the land back, or let Clark retain the Land?

This question was objected to by Defts Counsel, but

The Objection was overruled by the Court and the

decision then & there excepted to by Defts Counsel.

A Yes Sir, there were such offers. I think a little less than half. My recollection is some \$14 per acre.

Q Have you any doubt about there being the very goods? Are they the same goods?

This question was objected to by depts Counsel as improper in direct examination because it was

going back and resuming the direct examination and because the Defts had cross examined only in reference to the direct examination.

The objection was overruled by the Court and
Exceptions then and there taken by Defts Counsel

Q I am Sir.

Q What enables you to say so?

A The style or kind of goods and the marks upon them. Most of the Goods have marks of mine that I made.

Q (Presenting a list) Has that any marks of yours?

A Yes Sir, it has cost mark letters.

Mr. Van Buren. What is your mark?

A The word used!

Q No Sir, the price?

A \$4.50, the cost price.

Mr Van B. V., You didn't put on the price you sold it at?

A No Sir.

A Deed was here offered in evidence by Mr Farwell for Plaintiffs, being a deed from John D. Moss Junr to Rudolph Foreman, dated August 28, 1858. Consideration \$4500, property situated in Chicago, Cook County. The S 31 feet of lot No 4 in Block 13 Bushnells addition to Chicago acknowledged on the 8th of Sept 1858 recorded in the Cook County Records Office.

This deed was objected to by Defts Counsel but the Objection was overruled and
Exception then and there noted by Defts Counsel

Also the said deed was thereupon read in evidence.

Ezekiel Trippe called by the Plaintiffs being duly sworn was examined in chief by Mr. Farwell testified as follows.

Q Where do you reside?

A Chicago. I have resided here about two years I believe.

Q Where did you reside previously?

A Shelbygan, Wis: 10 or 12 years.

Q In what business have you been engaged during this time?

A In various kinds of business. I have followed driving cattle and sheep 4 or 5 years. I have sold goods a part of the time. All kinds of goods. Since I have been in the City I have been selling goods and trading in different things - lands and Patent Rights - I am now keeping the Sherman Store for one kind of business. Then I keep a general Patent Office Depot on Lake Street, and am selling Goods in the Country. I have 2 stores in the Country.

Q On Sep. 58 did you have any negotiations with Mr. Baldwin for the purchase of some goods from him?

A Yes Sir, I believe I did, I think the first negotiations I had with him was at the 1st of Sep. or somewhere there.

I made a trade with Mr. Baldwin to exchange with him a stock of goods I had in Indiana for some Clothing he was to obtain from Foreman Bros. I was then in the Clothing business with Mr. Hale on Randolph Street. We were about closing out our stock of Clothing. He came to me & said he wanted to start a store in the Country and would get a trade with Sherman Bros.

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for a stock of clothing by trading a horse and lot on the North side, for which he was had traded a farm. He said he didn't want the entire stock of clothing for a Country trade. If he could exchange with me for a stock I had at Crown Point he would make the trade with Foreman. I told him if I could trade so as to make it an object for me I would do so and trade with him. He said he was to have the goods if he traded with Foreman at 15 per Cent.

Objected to.

Q State what was said between you in regard to your trade?

A Mr Baldwin told me I could have the goods at 15 per Cent above N.Y. Manufacturers prices. That that was the trade he had with Foreman. He would take my goods at Crown Point at ten per Cent above the N.Y. cost bills adding ten per Cent for transportation. I told him I could trade in that way. He then said he would give me off of Foreman's goods 10 per Cent and add 10 per Cent to mine, 10 per Cent from N.Y. Manufacturers prices. I was to have the Bill thrown home & to have the goods at 10 per Cent off.

Q That would make it 5 per Cent more than N.Y. prices. 10 off of 15?

A It would be a little different from that. 10 per Cent off and 15 added. In the trade I was to pay \$1500. He said he was to pay Foreman —

Mr Mr Allister

Q State what you were to do?

Witness I want to explain it. It would be very unintelligible to you.

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unless I told what he said - Mr Baldwin told me he had to pay Mr Foreman \$1500 in money -

Objected to.

Witness - I want to show you how I was to make the trade so as to have you understand me.

The Court. You assumed to pay \$1500 for him?

A No Sir, I didn't assume to pay him anything.

The Court. State the Contract between yourself & Baldwin?

The Court here instructed the Jury that this testimony was no evidence of the terms of the agreement between Foreman & Baldwin.

Witness - Baldwin it seems had made a trade with Mrs. His \$1500 was going to Mrs. Baldwin obligated himself to pay it & made the trade I was to pay Mrs. that \$1500.

Q What did you do in the way of making a trade?

A I didn't make any examination, I told Baldwin I would make the trade with him provided he would do what he said - that I should have these Goods of Foreman at M. J. Manufacturers prices, after Foreman added 15 per cent. He was to deduct to me 10 per cent & I would assume the \$1500 he had to pay Mrs. payable in 30 & 60 days. I told Mr Baldwin I would have Mr Hale go over & look at the Goods before I finally consummated the trade with him. If he found these goods were reasonable enough so as to have me throw a part of them into the Auction Room & obtain upon them the \$1500 I would have to pay in 30 & 60 days I would make the trade. I had Mr Hale go over & make the examination of these goods for that purpose. I went on & closed the trade with Mr Baldwin understanding with him that

I was to have the goods at the prices stated before, and Foreman was to show the N.Y. Manufacturers bills.

Q State what was said, the language used?

A I can state it very nearly. I told Mr Baldwin I would close the trade with him provided I could have the goods at the prices I named before - 15 per cent added to them & deducting 10 per cent for me - but that I would have nothing to do with picking out the Goods.

This testimony was objected to by Defts Counsel but the objection was by the Court overruled and exceptions there and there noted by Defts Counsel

Q Tell all you told Baldwin?

A I told him I would have nothing to do with going over and picking out the goods, or anything of the kind - Mr Hale might go and select out a portion of the Goods as he thought would be best goods for me to sell at Auction if the bills were shown him & were straight I would take the goods at the agreement made as I have just stated. He agreed upon a trade upon these terms. It was all done within a couple of days. This last conversation was somewhere about the 1st of Sep. very near the 1st - The 13th of the month the Bill was made out, some week or so previous to that I got - Mr Hale had gone to Minnesota.

Q What next?

A Mr Hale went over & selected out what he paid was about the amount of the bill - He could not tell exactly - he rather thought it would not come quite up. He then left the next morning I think for Minnesota on business. I went to Foreman's

first with Mr Baldwin after Mr Hale had been there and selected out a portion of the goods. I think it was the day before Mr Hale went to Minnesota. Mr Foreman showed me such selections as he had selected out - that Mr Foreman picking there - Rudolph Foreman - He just showed me the different classes of goods he had picked out & carelessly went along. This was a pile and that was a pile of Stock." He said there were the things Mr Hale had picked out. There was nothing else on that occasion only what I paid. I went again when I went for the Goods - that is after I had given Mr Baldwin an order for the goods at Crown Point. Some 4 or 5 days and he had gone down there. After this I went there again & saw all 3 Foreman's there.

Q Do you see any of these men here in Court?

A Yes Sir, I see two of them here I think, one I know. I saw them there. I have frequently met them in the Street since & once or twice in their office at their Store. I see one of them here - this gentleman. I do not know his given name only as he told me. That man there is the man I had most conversation with (Rudolph Foreman) I said to Mr Foreman when I went in, that I had been making a trade with Mr. Baldwin & was to have a certain amount of goods in his store provided they were all satisfactory. He then went on & told me that certain piles of goods had been picked out by Mr Hale. He had understood I was to have them because they told him so. I told Mr Foreman I was to have the goods at a certain price I have named before "All right" he said. He told me they would bill the goods & put them up & probably there was not enough picked

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out to fill up the amount, but they could tell after they got them all up. That was about all that was done. Goods were pointed out to me as those picked out by Hall, lying in little piles about. Their bill had not been made out. Nothing was said about it at the time except that it was not made out. I went there again after this time, when I went to call for the goods. I think it was about a week after - 3 or 4 days at any rate. I think I was alone. I saw the same Mr Foreman there sitting in that chair & 2 others and the Clerk in the Office. I asked for the goods that had been ^{the} picked out by Mr Baldwin for me and brought an order from Mr Baldwin for them. He said they were all right, they were put in boxes, and the boxes were all ready for me. I think they were nailing the last box then. I asked for the bill of the goods. He said it was not made out. They would have it very soon. They had been very busy and hadn't had time to make it out. He requested me to come again & they would have the bill in a short time. I said I wanted to have it made as soon as they could because I wanted the goods. I wanted to send a portion of them in the Auction room to sell them. I made the remark to Mr Foreman at that time or the time I looked over them that I was to have the Goods at N.Y. Manufacturers prices. deducting 15 per cent. He said that was all right - that was his trade with Baldwin. that I was to have the goods at 15 per cent above the N.Y. Manufacturers prices. Nothing else of any account was said or done. It was the fore part of the day, between 9 & 12 somewhere. I think I didn't go again until the next morning. I think I saw the same three

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men I saw before. I called for my bill and he asked his Clerk
 if it was made out. He said it was not quite finished, I asked
 if they would send over the Goods. They said they would. I
 think they sent the Goods that day to my Store on Lake Street
 No. 100. I got the bill shortly after the Goods were sent. A
 portion of the goods were there at any rate before I got the bill.
 I think all of them. Right away after I got my bill I opened
 the boxes & compared the contents of the boxes with the bill.
 The numbers & prices according to the bill were I believe pretty
 much all correct - except one small one. They were correct
 according to the amounts specified in the bill. The amounts so
 agreed with the bill. The articles marked on the bill were according
 to the numbers on the bill and the prices carried out so. I
 went directly back after I had opened the Goods. and told Mr.
 Rudolph Foreman I was very much dissatisfied with the amounts
 of goods I had got and with the kinds & prices - that the goods
 were enormously high and it was very singular that Mr. Hale
 a man that was ^{good a} judge of goods, should pick out a lot of
 goods at those prices. Rudolph undertook to explain to me that
 this was all right. I could not state what he said - he said
 a great deal. He said they were just the same kind of goods
 Mr. Hale picked out only they were not quite enough. & Mr.
 Bateman then duplicated the balance. I could not recollect all
 he said. I told Mr. Foreman the goods were enormously high.
 He said they were all right. I said it can't be that there are
 Manufacturers prices, because they are very high. They are a
 good deal higher than any retail price. I have seen in other stores
 He said they were all right and the trade was all right that

he had to do with Mr Baldwin, and that he had nothing to do with me, only to deliver to me what Mr Baldwin was to have. I think I mentioned again that I was to have the goods at 71.4. bills & he was to show the bills & I was to have them at the amount specified, in advance. He didn't show me any bills only the bills he gave me. They sent over the goods and then sent over the bills. At this interview nothing more was said. When I got over to the Store I found there was a large amount of overcoats. But this one here came back with me to the Store and he claimed that a good many of those I called overcoats were business Coats, and were the same thing as Mr Hale picked out. I asked him if he would exchange some & give me other Coats for them. He did a few of them. I think these articles in the lower part of this bill. (Bill of Sep. 13) were a better back. They gave some other kinds of clothing in exchange. They endeavored to put them at the same prices with the others. I had the same numbers, except some thread & some other little things not picked out previous.

Q Did you have any interview with them subsequent to this exchange?

A Nothing to speak of I sat down and wrote Mr Hale a letter immediately after I opened the goods. When he came home I showed him the Goods there in the Counter - or rather I had sent off \$1500 worth of Goods of Mr Tripp's at Valparaiso to be sold at Auction. I had sent them off the next day but one after I opened them. I picked out also a portion of cash. Got to let Mr Hale see what they were. On his return I showed them to him.

and we examined them and the bill in reference to the prices & value and Mr. Hale said -

Objected to.

Q. What experience have you had if any, in the Clothing business?

A. I have had a Store running for 2 or 3 years. I had a Store at Crown Point about a year - in '57 I think. I bought Clothing at Boston.

Q. At this time were you acquainted with the value of goods of this description according to N. Y. prices?

A. No Sir, not according to N. Y. Manufacturers prices. I was in reference to the Market prices of the goods billed to me that I bought. Whether they were N. Y. prices or jobbing prices I could not say. I had bought East at Boston & I believe some in New York too.

Q. How did the prices at which you purchased at these times compare with the prices of this bill of yours?

Objected to - Objection overruled by the Court, and exceptions there & there taken by Defendants Counsel.

A. Well they are from 50 to 100 per cent higher.

Q. How do you say they compare?

A. They were from 50 to 100 per cent higher than the goods I had previously bought.

Objected to.

Objection sustained.

Q. Have you any Goods here in Court of the lot which was sent to you?

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I don't know whether there is - there can be a bill got here. I don't know whether it is here - There is a Coat of the same kind I purchased in this lot,

(Takes the Bill dated Sept. 13. and selects some Coats)
These overcoats are some of them. "No 1453 Mohair Overcoat" just like this "\$9.25."

Q Had you on your bill a garment of that description?

A Yes, the numbers correspond on the bill and the articles. "There were Coats of this description in the Lot" No 353 Boston Overcoat at "\$9.50." I believe I had Coats of that description (examining the Coats successively) "No 440 & \$9.50" business coats. I believe I had Twelve of them. I have the same kind of Coats. I don't know whether I had the white ones or not. "No 353 Sealskin @ \$12.75" I don't know whether I had any grey ones or not, but I had black ones. "This is grey." No 693 Assorted Union Sueded Pants @ \$6.25. I think I had something of that description. "No 1434 imitation of Silk Velvet vests @ \$2.40" I have 12 of them. There is one - the number seems to be different. "No 922." It is called just the same thing & same price. I have 12 of them.

Q Do you see anything else here to which I have not called your attention?

A I don't think there is anything else here.

Q Are you acquainted with the various qualities of Clothing?

A Somewhat Sir. I bought some \$2500 worth this fall and before that I dealt in Clothing mostly 2 years.

Q What did you do with the lot of goods you received of the Foreman?

A I sent somewhere in the neighborhood of \$1500 worth of them

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to Valparaiso & ordered them sold at Auction. I think I saw them a day or two after I got the Goods from Formans. The balance I kept in the Store for a while and sold them as I could I think I had a portion of the balance of them there for 2 months, may be 2 1/2 months. The last part of them Mr. Hale traded off for me. The trade was partly made previous to my leaving for St. Louis and he traded them to a man in Minnesota at Minneapolis He traded them off there I think. I think it must have been all of 2 months after I got them.

Q Did you claim damages of Baldwin on account of these goods not being as they were contracted for?

Objected to - Objection sustained.

Cross Examined by Mr. Wm. B. Bunt.

Q What's your business now Mr. Hale?

A My name is Truitt.

Q I beg pardon?

A I am keeping the Sherman Horse. I have a couple of Stores in the Country. I deal some in Real Estate, and I have an Office on Lake Street, in the Patent Right business. I call it a depot. I sell to any body who wants all over the Country.

Q Who is your partner in that business?

A Mr. Proctor is my partner. I could not exactly say I had any one else, though there is another man in negotiations but not closed - a man in Boston by the name of Jones. He would not be considered a Partner now. A man by the name of Dean has partly negotiated with me to come in with me, but no papers. He boards at the Sherman Horse. Mr. Hale was a partner but is

not now. I think it was along last Spring he ceased to be. I forget what time I bought him out.

Q How long time you known Mr Hale?

A Somewhere near two years. It may be longer.

Q He states that he had known you about 6 months?

A He might have known me by reputation and I him. I got introduced to him near the corner of his store in Marylandville Indiana, near Butlerville. That was in '54 or '55 I think. I don't know, but the fall of '54. I sold him the right of a galvanized stove.

Q State all the transactions you & Hale had together?

A I could not do that if I should try. He have had so many transactions I could not remember. They would be pretty likely to be pretty numerous in business for a year. He have had a great many transactions. The first patent right transaction we had I was introduced to him & I proposed to buy some Territory of me & after some little time I sold to him & Mr. Whitest & Mr. Whitney I think - one purchase to three of them. I got some Land and some notes, I was to have some money & some horses. I could not tell precisely how much for the whole concern. I think the sale was some \$4000. I guess not \$8000. Each party was to have an equal amount - I got a Mortgage from Mr. Whitest of \$850 I think on a piece of Land and another Mortgage on another piece. I forget the amount of the Land. I got a pair of horses harness & Wagon.

Q That was for this galvanized stove?

A Yes.

Q Did you get anything else out of Whitest?

Q I think not.

The Court suggested a recess.

Witness My time is precious, but I would just as leave tell you I have nobody over to the house to oversee anything there. It would accommodate me.

Court took a recess until 3 o'clock.

Afternoon Session

Ezekiel Triple recalled & Cross Examined continued by Mr Van Buren.

Q At what time did you make that Sale to Hilbert Tottale?

A On the fall of '57 I think, I could tell the precise date. I think it was in Sept. I took Mr Hale's notes in that trade for his third of the \$4000 I guess it was. I exchanged his notes for a piece of land with Mr Hale. I believe I got 160 acres - 160 acres - I have seen part of the Land near Ross Station. It was unimproved land. it was not swampy land.

Q What other Sale to Hale or any body Else in Indiana?

A I made a Sale to Mr Hale & Mr Bullock & Mr Hornbrey &c with him. I forget the name. I think that was for \$4000 or \$5000 I took Mr Hale & Mr Kumeys joint notes. I bought another piece of land of Mr Hale with these notes and let him have part of them, but none of them I have yet. Mr Hale & Mr Kumeys are partners, in the Mercantile business. I gave a part of their notes up. I think there were 3 or 4 of them made in different payments. I got 80 acres of Land of Mr Hale then. This was sometime after the other. It was the same Patent Right, the galvanizer

105 Qwen - It was not the same territory, but some territory in Illinois.

Q What other Sale to Halse?

A Not any that I know of.

Q Any other transactions?

A Oh Yes! Mr Halse and I together bought a stock of goods I bought them in the first place of Mr. Crane. The first purchase was something like \$3000. - the other something like \$16,000 or \$17000. - \$20,000. in all.

Q Did you see a Patent right to a man named Smith?

A Yes. I took lands from him & conveyed them to Furstein & took Furstein's Mortgage for these Lands

Q Did you give Furstein anything, or cause any body else to give him money to give you that Mortgage?

A No Sir.

Q Any body else for you?

A I can't tell. Mr John Thompson said he could sell that Land for me and he done the business for me. I knew Furstein I knew nothing about him. He was a Justice of the Peace. I could not tell what his circumstances were in regard to property.

Q Don't you know that Mortgage was given for a great deal more than the Land was worth?

A No Sir, I never saw the land that I know of. He gave me some Notes that he had against other parties in part pay towards it and a Mortgage for the balance - one of them I think was against Nichols. I could not say whether there was any business on any of these Notes or not. I took Furstein's Notes with the Mortgage for the security of the Land - to the amount of \$5000.

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He turned me out a Note against a party I had dealt with there & I endorsed it upon one of his Notes. I think that Note was against Nichols, and was \$200 odd. I am not positive whether there were any other endorsements or not. I got the pay just as I endorsed it upon the Notes all in good faith. I don't recollect whether there was one or two Endorsements. I was made by Notes & paid from him and giving up the Notes except one and that I have now. I got the pay from Nichols \$225 I guess it was. He paid in property, I got a stock of goods of him, part of it, that Mortgage was turned out to bring in part payment for this stock of Goods. I also paid him the right of the galvanized iron for part of New York. I think it was \$7000 or \$8000. I paid him a Mortgage of \$2500. against another man in Indiana.

Q That was for a Patent Right?

A Yes, against Mr David Mc Knight upon a farm. I never was all over it. What I saw was improved. I think he paid 40 acres were improved.

Q Were you ever arrested for perjury in Indiana?

A Yes Sir, I suppose it was for that, they told me it was.

Q Who were your Attys in that matter?

A I think Mr Loring (?). & Mr Mc Daniel. I forget the name of the Dist: Attorney.

Q Was the Dist: Atty your Atty?

A I guess not, I never saw him. He might have done some business for me.

Q You say you told Foreman at one time you were to have the goods at a certain price how long was that after you had

purchase of Baldwin?

Q I think I told him the same thing when I went there to look at the goods with Mr Baldwin at the time I agreed to make the purchase of Mr Baldwin. I think I told him when I went after my bills. I think I told him after I made the purchase of Baldwin 3 or 4 days I think. I went down to Indiana before the last time. The goods were then in his store in boxes. That was after he had selected them for me. When Mr Hale came back after looking at the goods the first time he told me the goods were marked too high, 25 or 30 per cent. I sent him there to examine the goods for me, because he was a better judge than I was of goods. He had dealt in that longer. I regard Mr Hale as a competent judge of that kind of goods.

Q Are any of these articles here, articles you recd from your purchase of the Pitt Baldwin?

A I think not Sir. They are the same kind and bear the same number.

Q How do you know that these goods you received are the same kind and quality as those?

A I know them by the looks of them. They look exactly like the others. The numbers are exactly alike and my impression is so vivid at the time I could not be mistaken if I should see them in France.

Q When you make a trade is your impression of the transaction very vivid?

A Almost always.

Q Was it so when you sold the galvanized Stone?

Q Yes Sir, always. I remember that distinctly

Q About that transaction for which you were arrested in Hawaii?

A Yes Sir, it didn't disturb me at all.

Q Used to it?

A No Sir, not at all, never had anything of the kind before.

Q If you bought a stock of Clothing, can you 6 months afterwards identify as Cat?

A It would be owing to similar circumstances as these.

Q It made a vivid impression on your mind I suppose because you thought they were charged so much?

A Yes that's one reason. When a man's pocket is burnt he feels it pretty bad. There is initials here in the same handwriting as the goods.

Q Did you buy a Storehouse of Stout?

A I guess I did Stout or Stout. I had no agent in making the purchase of Stout. I made the trade with Mr Stout myself.

Q Have you seen him here to day?

A Yes.

Q You swear Balmain did not act as your Agent in that purchase?

A Yes Sir, I paid Mr Stout in Notes & those Money - Hawaii Notes against a man by the name of Rice I believe.

Q How many business Coats did you buy of Balmain?

A I could not tell without referring to the bill. I bought a dozen of the different kinds. I copied them by the bill. I talked them off by the bill to tell how they corresponded. I can't tell the precise number. I got 12 of the number of one kind and a dozen of another number.

109 Q How testified you had a dozen just such Coats as No 44, business Coats?

A Yes

Q Why can you remember that and not remember how many business Coats you got in all?

A There is a difference between the two.

Q Can you tell me how many black Coats you bought of the Plaintiff?

A No Sir, I can't tell how many Union Assorted business pants, not the exact number - nor felt vests, without the bill. All the Coats I got were similar to these. I had some Coats wasn't just like ^{any of} these, some pants and vests. I had some broadcloth pants, black colored. I can't know how many. I had some black Coats & brown Coats. I could not tell how many black. There are two of them or three.

Q Did you wear them here?

A No Sir, I brought them in my arms. Mr Baldwin left a line to bring them over.

Q Have you kept them over to Exhibit?

A No I sold one and had to take it back.

Q Do you always, when you make a trade take it back when the person is dissatisfied?

A Yes.

Q Then why didn't you give Bruno back his goods?

A He wasn't dissatisfied.

Q Wasn't he paid you?

Q No Sir, he has not, nor threatened to sue me. Nothing of the kind to me personally - He might have threatened to others.

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Q. Didn't you understand so?

A. Yes! for cheating him in these Goods.

Q. You have been in the dry goods business in Louisiana?

A. Yes, a general assortment, at Brown Point, I think 18 miles from Valparaiso, I traded considerably there. Had a general Country Store there.

Q. Did you buy any goods in the Eastern markets in wholesale clothing within a year before this trade was made?

A. Yes, I bought a bill in Boston I believe, or New York, at the time I had my Store at Brown Point in '54 or '55.

Q. Did you buy overcoats?

A. Yes, black ones and some brown ones, I couldn't tell the lining - Alpaca, some of them. I think I can find you a coat over at the house out of the same Stock.

Q. What else did you buy?

A. Groceries, I think I bought \$800. of ready made Clothing at one bill. That I think was in '54. I bought a Stock of ready made Clothing this fall - I have not bought any other myself.

Q. Never?

A. I believe not, I have bought a bill this fall I say.

Q. How soon after you purchased these goods before you sent \$1500 worth to Valparaiso?

A. I think it was the 1st or 2nd day afterwards, very soon afterwards at any rate I sent them down to A. J. Harmon & Co. to sell at Auction to pay my Notes.

Q. Did you sell any other of the Goods at Auction?

A. No Sir.

Re direct Examination by Mr Farwell.

Q Explain all about your having been arrested in Indiana?

A I was indicted before the Grand Jury, some of them said for Swindling. I don't know at whose instance. The indictment was brought up before the Court and quashed. It had no merit to it, I understood. There was no foundation in the charge against me for Stealing. I was not guilty at all.

Q What was it Mr Habs said to you when he said the goods were too high?

A Mr Habs said the goods were from 25 to 50 too high as they called them off to him; but says he "If you get the bills and they produce them and you get them according to the New York Manufacturers prices it will be all right with you."

Q You said you purchased these two Coats?

A Yes, I think both (taking a black Coat) (Bill of Sep 13 taken) "No 616 six black Coats @ \$18.75. That one I wore part of the winter. The other one has not been worn but once or twice for somebody to go out in the Street with. It is called "Frock Overcoat," @ "\$18.75." I had 6 of one \$12 of the other.

Direct Examination by Mr Van Buren

Q Do you know without looking at the bill how many you had received of Frock Overcoats?

A I could not have told the exact number.

Q Is there any mark on that Coat?

A No number, I think I tore it off about the time I commenced wearing it. I wore it some little time.

Q Didn't you swear at the former trial that that was one of those Coats marked \$14.25?

A I don't recollect that I did. I had the other one here. That one of them. I don't recollect the other. I had one. I guess I had them both.

Q Didn't you swear the one you have there was the one charged \$14.25 on the bill?

A I don't recollect whether I did or not. I now swear that the Coat there that has got the mark on —

Q Answer my question - Do you swear that neither of these Coats was embraced in this charge of \$14.25?

A I say I don't recollect positively whether I did or not.

Q That is not answering?

A I should answer that I did not swear to that. I say I think they were not marked on the bill \$14.25.

Q How do you know this brown Coat is the one marked \$18.75?

A That is the impression I have always had, because I charged it to myself when I got the Coat so as to know what became of my Goods. When I took any goods I charged it to myself as not to know what became of my goods - I had 12 of this same kind of Coats.

2nd Direct Examination by Mr Smith

Q I want you to look at the bill I look at the Coat and make up your mind carefully which is correct?

A Yes. I was mistaken.

Q When?

1/3 Q I am mistaken now Sir. It was \$17.25.

3rd Cross Examination by Mr. Van Burn.

Q What has refreshed your recollection?

A Looking over the Coat and the Bill. I don't find anything new about the Coat, but I find the bill there - the Coat I looked at in the first place & supposed it was \$18.45, was not the Coat - I find the Coat I testified to here on the Bill marked \$17.25.

James H. Ely called by the Plaintiff being only sworn was examined in chief by Mr. Harwell and testified as follows.

Q What is your business & how long have you been engaged in it?

A I am in the Clothing trade - Merchant Tailor at 107 Kanawha Street. I have been at the business 30 to 36 years, always been at the business since I was —.

Q Where?

A New York State - City of Schenectady some 20 years. In this City some 11 years next Spring Sir. I have been in manufacturing some & some at Wholesale - not much at the wholesale for the last two years, but always at retail & some at wholesale.

Q Were you acquainted with the New York Manufacturers prices a year ago this fall?

A Yes Sir, I suppose I was.

Q (Presenting a Coat to the witness) What in your opinion was

that article worth a year ago last Sept. - at Wholesale New York
Manufacturers prices - such as Wholesale men mean:

(Mr. Farwell took the bill of Sept. 14. and from it read
the numbers as he handed the articles to the witness.)

Q That is No. 455. What is it worth on that basis?

A I should suppose from \$3.50 to \$3.75.

Q No. 383? A. \$3.10 to \$3.25

Q No. 440? A. \$3.75.

Q No. 353? A. \$4.50

Q No. 693? (Pants) A. \$2.84

Q No. 434? A. \$12 to \$15 per doz.

Q No. 922. Vest? A. \$10 to \$12 per doz.

Q No. 312 Black Satin Vest - A. \$2.50

Q No. 664? (Woolen Antiquo. A. That might possibly have brought
from \$15 to \$18 per Doz; \$15. I think is enough.

Q Farmers Satin Vest marked "F." or "C."?

A These were worth about \$15 a doz.

Q No. 444 (Fancy Vest)?

A Well Sir, these fancy Articles vary in price - Some of them
would be worth to some \$1.50 a piece. They might be worth
that to parties who could sell them

Q Children's coats?

A I can't tell that.

Q Woolen mixed shirt?

A I suppose these were worth about \$4.50 per doz.

Q White Shirts - the Cheapest of the two. In pricing these I
wish you to have reference to the fashions last year?

A I think I have some shirts in my Store that I bought

at \$5.25 a dozen of the same quality, I think that is full as much as they are worth. Its a Cotton bosom.

Q Look at that (another White shirt fancy bosom) ?

A It may be \$5 or \$6. I think \$5.50 to \$6. would be a great price for them.

Q Look at that White shirt with White bosom?

A Worth about \$16 a dozen.

Q Stockings ?

A From \$1. to 10¢ a dozen.

Defendants counsel objected to testimony as to any goods except Clothing.

Objection overruled - Defs Counsel Excepted.

Q Ladies Stockings ?

A I don't know anything about them

Q Is that in your line, fancy Silk Neck ties ?

A These things were selling at various prices from 5. 6. 7. 8. 9 to higher than that. I mean this quality last fall I should suppose \$6.50 to \$4 per doz. would be a high price for them.

Q A White Collar ?

A I think it is a Cotton Collar worth about 10¢ a dozen.

Q This fancy Collar ?

A These are not worth anything more - 11¢ -

Q Do you deal in goods of that description ?

(Presenting to the witness various little paupers)

A No Sir.

Q Look at that Coat (presenting to the witness 2 Coats that are on the Tripp bill).

Q This one (black overcoat No 616) is about \$4.80 wholesale price.

2 (Presenting the other (a brown overcoat) What is that worth? That is the one Tripp priced at \$17.25.

Q That is as high as \$8 to \$8.50.

2 How did N. Y. Manufacturers Wholesale prices in Sept 1858 compare with the Wholesale Cash value of such articles at Chicago?

This question was objected to.

Objection overruled by the Court and

Defts counsel then and there accepted.

Q I suppose that in the fall of 1858 Market goods were cheap in Chicago for Cash. I think they could have been bought, any of them, as cheap as I have priced them. I don't think goods were higher here than in N. Y. because goods were pressed upon the market. They were full as low, if not lower. I think I could buy goods here for almost any price for Cash. They were sent here from other places & forced off on this market, and the Clothing trade was very hard last Fall. The market was very much pressed here last Fall. and there were parties very glad to sell goods for cost. I think goods could be bought here last Fall full as cheap as in N. Y. City. The market value was about the same thing, Clothing was lower last fall than they have been. I think Clothing was rather lower last fall than now. Domestic goods are a little higher in the N. Y. market now, than they were then.

Cross Examined by Mr Van Buren

2 Take that Coat No 470. what did it cost the Manufacturers

117 in the Eastern Markets to get such a Coat made last fall?

A You can get plenty of these Coats made in N.Y. Market at from 75 cents to \$1.00.

Q What is the Cloth worth per yard?

A I should think from 40 to 43 cents - They would average in cutting up I suppose about 3 & 3/4 yards. That is a boys Coat, I taking the sizes through I should suppose 3 3/4 yards, but from patterns it would be about average that.

Q Was not that forcing goods on our market later than Sept.?

A Yes, it was in the Fall.

Q And hence goods were worth less at that time than earlier?

A Yes, prices were higher than along the last of Dec.

Q Were not some goods as Salinets higher in Sept. than in the Spring previous?

A They might be a grade higher in the fall than in the Spring. I don't remember.

Q You manufacture yourself?

A Yes Sir, I have not manufactured much the last year. I have been in the business all my life. I manufactured some in '58 I used to buy the Clothing - the materials - and then I have them cut up & trimmed in my own store and give them out and have them made up - then I was East & did. I have not been able to manufacture and have manufactured very little here.

Q Have you since you have been in Chicago manufactured East for your own Store?

A Yes, I had a Store down East & had a man there to attend to it. I bought the goods & the manufacturer them for me. They were put in boxes and numbers put on - They were put in boxes & Nos put on

to designate which Lot.

Q Is there any bills sent with these Goods to you?

A Yes the No on the bill corresponds with the No on the goods. The put on the price cost himself. The cost price is put on by the man who makes them up.

Q How does he know?

A I give him a Bill of the Goods.

Q Is that done generally with Manufacturers?

A I don't know how it is generally. I did so. A great many send their boxes without any bills, because they have the bills in their Store. My goods were made right in the City. not given out in large quantities, but by people living in the City. There they are done in large quantities it is frequently without any bills.

Q These goods apparently don't appear as well as goods would be when fresh?

A No Sir, of course not.

Q On estimating these goods did you estimate them at what they could be bought for at N.Y. Manufacturers prices in Sep. '58?

A I estimated them at what I thought they could be bought for in the N.Y. Market in Sep. '58.

Q Did you manufacture that year?

A Very little Sir - I cannot say how much - I think in the fall of '57 or Spring of '58 I closed my manufacturing Store down East. I have manufactured since that I have done here I have bought a few goods in the N.Y. Market. I don't manufacture at all in the N.Y. Market. I kept but very few ready made clothing. My object in 1858 was to get out of the ready made business entirely & only keep a few. I think my purchases in '58

was very light. a very few hundred dollars - 3 or 4 or 5 hundred dollars worth. He had a stock on hand and were trying to dispose of it.

Q Did you buy any such Coats as these in '58?

A No Sir, not like any of these - I know the value of them about the same.

William B. Mills called by the Plaintiff being duly sworn was examined by Mr. Farwell and testified as follows.

Q Have you ever been employed by these Foreman Bros

A I have worked for them on Commission in 1855-6. I am acquainted with them.

Q Do you know who composed the firm in Sep. 1858?

A I think I do - there's Henry & Benjamin & Joseph & Rudolph. I recognize Mr Rudolph - this is the gentleman.

William B. Ross called by the Plaintiffs being sworn was examined in chief by Mr. Farwell & testified as follows.

Q In what business were you engaged in Sep. '58?

A In the dry goods business, 141 Lake Street, Wholesale & Retail. We jobbed some goods & retailed some Goods.

Q How long had you been in that business?

A It will be 10 years next April since I have been in business there.

Q In Sep. '58 were you acquainted with the Wholesale N.Y.

Manufacturers prices of Yankee Notions and articles of the description now shown?

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Q Yes Sir, we keep this kind of goods

Q What in your opinion would be the Wholesale N.Y. prices in Sept. 1888 of such Ladies black hose? (Mr Fairwell presented to the witness the articles mentioned below in succession).

A I think there would be worth from 15/- to 16⁵/₁₀ a dozen.

Q Ladies Merino hose like these?

A \$2. a doz.

Q Assorted Silk Neck ties?

A We don't deal much in these. I should think about \$4 or \$8. a doz.

Q Ladies belts?

A \$2. a dozen I should think.

Q Cotton money purses of that description?

A 25, 30 or 31 cents

Q Silk money purses of that description?

A About \$1 to 9/- a dozen.

Q Black Elastic belts?

A I should think that would come in the same class, as the other. These are perhaps worth \$3 a doz.

Q Watch Chains like that?

A 25 cents a doz.

Q Garters like that?

A Kid Elastics we call them, worth \$6 a gross of 12 doz.
\$1/2 a doz.

Q Look at that sample of Black Alpaca double width - (presenting a sample rag)?

A About 35 cents.

Q That crapo $3/4$ yard width (presenting pample)?

A • 15 to 18 cents a yard.

Q Silk Mohair, a little over a yard?

A It might cost 40 cents.

Q What would that be worth per doz? (fancy Silk Mohairship)

A \$11.00 - These goods have run down very much within the last 3 or 4 years. They used to be worth a great deal more.

Q These Ladies hoods?

A \$5.50 a doz.

Q Childrens Coats?

A About \$5 to \$5.50 a dozen.

Q That lining - (presenting a black vail)?

A (Putting the vail down on the Floor carpet, placing it over his White handkerchief to test it) \$4.00.

Gross Examined by Mr Van Buren.

Q What were linen prints worth at N. Y. Wholesale Manufacturers prices in Sept. 1858?

A Do you mean cash prices? I have been giving time prices what we buy in 4 to 6 months. I think they were worth about $6\frac{3}{4}$ cents a yard.

Q What were the prints worth?

A Do you mean the double pet figure.

Q Give us the price of both?

A We call them double frocks - We call it's "Philip Allen" frocks - The small pink figure that they use for little folks. I should think I could buy Philip Allen's for about 9 cents a yard.

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and the other for about $8\frac{1}{2}$ cents a yard, a year ago. That is what
called the Spriggs Calico is about the same. There are two or
three widths of Spriggs & so there is of Allen's, There's the medium
width - what we call full width & then there's what we call so
extra width.

Q Bleached lawn cloth?

A They call almost everything lawn cloth. If it was a
standard brand I could tell.

Q April Check?

A From 10 to 8 to 10 cents.

Q Lancaster Linings?

A Different prices last Fall - say $9\frac{3}{4}$ to 10 cents.

Q The Medal Stripes?

A There was a No of them - According to whose brand
it was - there is a number of Manufacturers who claim medals
on their goods, Give me the name of the Manufacturer.

Q Belle Font Tickings?

A I am not much acquainted with that ticking - It's a
fancy print - If I could see a piece of goods I could tell you.

Q Sarsnettes, Cambrics, how do they range?

A From 8 cents to 80 - 80 cts are very choice - 8 is very
common - The kind jobbers keep here would hardly have to run
above 30 cts.

Q Are goods lower now than in Sept '88?

A No Sir, they are higher. Some things are lower

Q Chest (?) bottom Flannel?

A I never buy anything quite as low a grade as that - I have
seen them but don't know as I ever purchased - I should think

They were worth about $8\frac{1}{2}$ to 9 cts.

Q Red Flannel or pea Woolen Flannel?

A About like Parsonette Cambric from 8 cts to 6/-

Q Are your pure prints would be bought as low in Sep. '58?

A From my bills I should think so. I looked over some bills this P.M. - I didn't look at Union Prints. I know they were very low then - lower than I have known them since the Spring of 1850,

Q Coats' Spool Thread?

A If it is Coats' genuine it is $11\frac{7}{8}$ cts a doz; 8 mos. 4 mos it is worth $11\frac{1}{2}$ cts - Cash $11\frac{1}{2}$ cts.

Q by Mr. Farwell. Why do you pay, if it is the genuine kind?

A Because there are threads labelled Coats' both you can buy from 16 to 24, and on the other end is "Johnson, Agent," or "Hall Agent," what we call "boogs."

Henry H. King called by the Plaintiffs, being duly sworn was examined in chief by Mr. Farwell and testified as follows.

Q Where do you reside?

A Chicago.

Q What is your business?

A Clothing. I have been about 6 years in that business.

Q What house are you a member of?

A Barrett, King & Co. - wholesale - We manufacture and sell in the jobbing way

Q Were you acquainted with what is called H. H. Wholesale Manufactures of ~~Sartoris~~ prices of goods of this description in Sep. '58?

Q I suppose I know pretty well what they were worth although we buy very little in that way.

(Mr. Farwell here presented the Coats brought in the Trunk one after the other to the witness, while he read the corresponding Nos from the Bids of Sep. 14)

Q No 383. Look at that Coat & tell the Jury what in your opinion it was worth in Sept. 1858. Estimating at N.Y. Wholesale or Manufacturers prices, taking into consideration the fashions and everything else.

A I should put that at \$3.50.

Q No 353 Coat? A. \$3.75 to \$4.00

Q No 693 Pants? A. \$30 a doz; \$2 1/2 apiece.

Q No 440 Coat? A. I am to judge of them as though they were perfect goods - A \$3.75.

Q No 465 Coat? A \$5.

Q No 477 Vest? A \$2.

Q Farmers Satin Vest, better F. or E. A \$15 a doz;

Q Are the prices of Manufacturers always the same for the same article of goods, after it is manufactured?

A No Sir, if the goods were out of style, they of course would not bring as much as if they were in style

Q No 667 More Antelope? A. \$21 a doz

Q No 512 Black Satin Vest? A \$24 a doz.

Q No 992 Imitation of Silk Velvet? A \$12 a doz;

Q No 434 Vest? A \$24 a doz;

Q Do you deal in Shirts & Stockings?

A Somewhat Sir.

- Q Mixed Undershirts? A \$5 1/2 to \$6 a doz.
- Q Fancy Shirts? A \$5 to \$5 1/2 a doz.
- Q White Shirts? the cheap kind. A \$5.50 a doz.
- Q " " better kind? A \$15 a doz.
- Q Mens hose? A \$1.50 a doz.
- Q Assorted Neck ties of this description?
- A This style of goods were very extensive in their day \$9 a doz.
- Q Ladies Hose? A. No Sir.
- Q Fancy Collars. Cotton? A. 5¢ a doz.
- Q White Cotton Collars? A. 50 cts a doz.
- Q Note the Bell Overcoat on the Bill of Sept. 13.
- A \$8⁰⁰
- Q Brown Overcoat on same Bill? A \$4 1/2 to \$8⁰⁰.
- Q You know nothing of these prices (presenting sampler)
- A No Sir

Gross Examined by Mr Van Buren.

- Q You manufacture your own goods? State the modus operandi:
- A Well Sir, the first thing the goods by the piece are bought & they are then taken to the manufactory & made up and then we try to sell them. They are shipped on here to us & put in boxes and shipped to us
- Q Are they numbered?
- A Yes!
- Q Anything else?
- A Not particular, except the bill is made up with them at what they cost. My partners who remain there make it out. One remains

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Here all the time.

Q

Is it not frequently the case that men who don't keep a partner there merely go down and buy them of the Manufacturer & Ship them on without any No and the Bill is made out here?

A

I don't know anything about its being done in that way. I don't. I don't know about others.

Q

Did you purchase any articles like these in '58?

A

I bought a few something similar to these. There is a difference in the manner of making up - not much difference in the original materials. There probably no two houses have the same identical article. The trimming may be alike and the Cloth alike, or the Cloth alike and the trimming different, but the value of the goods might not differ materially. I spoke of the value from recollection.

Q

Manufacturers prices may vary considerably from your estimate?

A

They probably do.

John B. Moss called by the Plaintiff, being duly sworn was examined by

Mr. Harwood and testified as follows.

Q

(Presenting a document to witness) Have you examined that Copy of a Deed?

A

Yes Sir, I am the grantor named concerning the property. It is situated on St. Lasalle St; Previous to making the Deed I occupied the property and continued to occupy it some 6 or 8 weeks after I sold the place.

Q

Describe the property?

A

It is 31 feet Lot 4 in Block 13. There is a brick House 2 Stories high and a basement on it, 21 1/2 feet front by 110 ft deep. The lot is 31 ft front. A brick 2 story barn. After I gave the

Deed, I gave possession.

Cross Examined by Mr Van Buren.

Q What was the fair Market value or the Cash value of this property at that time?

Objected to

Mr Van Buren proposed to prove that the property alleged to be the witness above was worth only \$3500 in Cash at the time of the Sale but

The testimony was objected to by Deft's Counsel & the objection sustained by the Court, and Deft's Counsel then and there excepted.

The articles of Clothing and other Merchandise which are shown to and appraised by the Witnesses Ely, King & Ross were the same as those concerning which the witnesses Triple & Minor testified.

The Bills of September 13 and 14: 1858 introduced by witness were here offered and read in evidence and were in words & figures following.

"United States Clothing Emporium.

"All errors and claims to be reported as early as possible, No goods to be returned unless damaged.

Chicago September 13. 1858.

Mr. J. W. Baldwin

Bought of Foreman, Bros & Co

Manufacturers & Wholesale Dealers in Clothing, Staple & Fancy Dry

Goods and Yankee Notions No 46 Lake Street (up Stairs) Our Clothing
ware rooms comprise a large Stock of every variety of garments of
quality and style suited to all Markets and got up with great care
and best style. Any article of Clothing can be duplicated when
number of Lot is furnished.

463	6	Brown Overcoats	1	10.75	611 50
616	6	Black do	1	18.75	112 50
616	12	Dark do	1	18.75	225 -
648	6	Light Mixed do		11.75	70 50
773	6	Striped Gray do		9.50	54 -
628	6	Red do		11.62	69 75
879 880 881 710	12	Peter Pan do		9.75	117 -
	12	Realfree do		11.37 1/2	136 50
463	12	Wiggen huss do		9.50	114 -
353 x	12	Bustle do		9.50	114 -
369 x	6	do		11.00	66 -
395 x	6	Wolman do		11.54	71 25
433 x	12	do		9.25	111 -
414	6	Seal skin do		15.50	93 -
748	6	do		15.50	93 -
913	6	do		17.25	103 50
610	12	Black do		14.00	168 -
823	12	do		8.20	102 -
360	12	do		12.75	153 -
407	12	do		12.75	153 -
403	6	do		12.62	76 75
367	6	Drab do		11.75	70 50

129

182	12	Un las Buena's coats		12.75	106 50
920	12	" " do		12.62	105 -
606	12	" " do		11.75	122 -
803	12	Belk Un Cash coats		8.87	147 -
379	12	" " do		8.75	117 -
440	12	Pair Sateen Pants		10.25	31 50
354	12	" Assorted Un las Pants		12.25	49 50
804	12	" " do		9.75	59 50
359	12	" " do		2.62 ²	67 50
811	12	" " do		4.12 ²	63 -
393	12	" " do		1.87 ²	75 -
864	12	" " do		3.62 ²	69 -
922	12	Imitation Silk Velvet Vests		3.25	28 80
434	12	" " do		6.25	28 80
525	12	Moleskin	do	5.75	37 50
456	6	Brown	do	5.25	13 50
40	6	Black	do	2.25	13 50
981-942	12	Assorted	do	2.75	33 -
920	12	Un las Buena's coats		8.75	105 -
932	6	" " do		12.75	73 50
928	6	" " do		11.75	70 50
770	12	" " do		9.50	114 -
616	6	Black	do	18.75	112 50
412	12	" " do		10.50	126 -
383	12	Button Quereasts		9.50	111 -
441	6	Black	do	13.00	75 -
625	6	Rebber	do	11.62 ²	69 75
455	12	Mohair	do	9.25	111 -

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498	6	Seal skin	do	15.50	93	←
333	6	Black	do		46	←
1195/524	6	Double	boats	13.55	81	30
61	12	Brown Business	boats	12.00	156	←
633	12	Light Mixed	do	13.50	162	←
1185	6	Rich	Raylans	14.00	84	←
575	6	"	do	14.50	87	←
772	6	Business	boats	12.75	76	50
637	6	"	do	12.50	75	←
981	6	Mole skin	Vests	3.122	15	60
	6	Boxes		1.25	7	50
	50	Yards	Muslin	90	4	50
				\$5400		
637	4	Boats		12.75	51	←
920	4	do		8.75	35	←
817	2	do		12.2	23	50
				\$5511 50		

Box Exchanged

361	2	Boats	11.75	23	50
575	3	"	11.50	43	50
773	1	"	9.50	9	50
913	2	"	17.95	34	50
				\$111.00	

'United States Clothing Emporium'

All errors and claims to be reported as early as possible. No goods to be returned unless damaged.

Chicago September 14. 1888.

M^r: F. M. Baldwin

Bought of Tomorrow Best

Manufacturers and Wholesale Dealers in Clothing, Staples & Fancy Dry Goods and Yankee Notions No. 46 Lake Street (up stairs). Our Clothing Ware Rooms comprise a large Stock of every variety of garments in quality and style suited to all Markets and get up with great care and in the best style. Any Article of Clothing can be duplicated where number of Lot is furnished.

	4	Rs Union Prints	35. 37? - 37? - 36.	146 @ 16	14 60
44	3	" do	37? - 38? 38	111. @ 10 ²	11 66
32	2	" do	43. 42?	85 ² @ 10 ²	8 98
38	3	" do	34. 39? 37'	113 ² @ 10	11 38
36	1	" Pink do	39.'	39' . 11	14 32
70	1	" Purple do		37' . 11	14 07
88	1	" " do		39 ² . 10	3 98
50	1	" " do		36 ² . 11	14 01
63	2	" Blue Long Cloths	35 ² 36 ²	71. @ 12 ²	8 88
10	1	" Ark & Iran Check		54 ³ . 16 ²	8 41
12	1	" Lancaster do		57 ³ . 12 ²	7 22
	1	" Medall Stripes		149 ² . 12	5 94
	1	" Grosbeak Pattern			0 00
	1	" Genge		118 ² . 12 ²	6 06
	2	" Belton 10 Dealings	61 ² 52 ²	104 ¹ . 16 ²	17 20

132

141	1	"	Satinets	26 2	87 2	23 19
1844	1	"	do	26	72 2	18 86
17	1	"	Belk do	27 2	95	26 13
	1	"	cheater bottom Flannels	47 1	11 3	5- 5 1/2
	1	"	Bleached " "	50 3	12 2	6 3 1/4
	1	"	Reas " "	26 1	110	10 50
	1	"	Yellow	28 1	112 2	12 00
25	1	"	Linghams	41 2	16	6 64
12	4		Doz Menies Hoses		600	24 00
9	1	"	White "			6 00

Carried over

\$253 92

(Page 2)

Brought over

253 92

18	1		Doz. Ladies Sup. BCB Hoses			4 50
681	1	"	" " " White "			1 75
24	1	"	" " " Slate "			2 75
	2	"	Socks		600	12 —
	2	"	do		1100	8 —
	2	"	Childrens Hoses		1 25	2 50
	4	"	do		2 50	10 00
	1	"	Longs Gloves			4 00
80	1	"	Ladies Hosiery			20 —
1	1	"	" " "			16 50
3	1	"	" " "			15 00
4	1	"	Childrens Coats			21 —
2	1	"	" " "			18 —
2	"		Blue Mixed Woolen Trousers	18 00		36 —
2	"		Woolen Mixed Shirts	18 00		36 —

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	2	" White Woolly Skirts			18 00	36	c
	2	" White " Gowns			18 00	36	c
	2	les Piper	44 3	113 3	90 2	42 2	38 110
616	1	" do			24 3	40	9 90
	1	" Gosh			25	112	2 84
	1	" Graft			12	45	5 40
56	1	" Irish Linen			18	72 2	9 113
58	1	" do			13	80	10 110
158	1	" do			13	85	11 50
	2	" Cape Dress Pattern			4 50	9	c
6	2	" White Linen Stacks			4 00	8	c
	2	" Embroidered "			2 50	5	c
5	"	" Silk Veils			1 75	8	76
6	"	" Ladies Collars			3 72	3	25
	3	doz. " "			3 00	9	c
	1	" Chemises					6 00
6		sets Chemise & Sleeves			2 75	16	50
9072	6	" doers & "			3 25	19	60
1540	6	" " "			3 50	21	c
13504	6	" " "			4 00	24	c
5275 6274 80703	6	" " "			4 50	27	c
211	3	Ps Linen Muslin	16. 16. 16	48	40	19	20
	3	" Madras	10. 10. 10	30	37 2	11	25
		Over Page 3					809 82
(Page) 3		Brought over from Page 2					809 82
4	1	Box. fancy Silk Neckties					16 50
6	1	" do do					15 00

134	3	Doz assorted Silk Neck ties		16 50	33 -
	1/2	" " "		18 00	27 -
2	1	Pcs Silk Pocket Handkerchiefs		14 50	
3	1	" " "			5 00
64	1	Doz buttons			2 25
65	1	" " "			1 75
360	1	Pcs Best Mohair	38 3	91	24 63
309	1	" do do	38 2	82 2	27 64
	1	" Silk Mohair	30 3	1.12 2	34 59
	1	" figs Leicester	22 3	45	10 24
	1	" " do	26	57 2	9 75
2		lyons Best Horn Buttons		2 75	5 50
2		" White do		2 75	5 50
2		Doz. Blacking		5 10	1 -
1		Box Soap	to her worth 6/-		3 50
1		Doz. Shaving Soap			- 63
1		" do			34
		2000 Soaps		5 00	1 -
	1/2	Doz Razor Strops		4.50	2 25
3	3	Pack Pins		7 5	1 50
		2000 Needles		3 00	6 00
		300 Thinning Needles		5 8	1 50
2007	1/2	Doz: Shears		10 50	5 25
Brought over to page 44					1063 69
(Page 44)		Brought over from page 3			1066 69
	1	Doz. Shears			4 50
	1	" do			6 00
	1	" Leather Belts			2 75

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	1	Doz	do		2 25
60	2	"	Glass do	7 50	15 00
	2	"	Walloh Chairs	11 00	8 00
	1000		Needles		25 00
	2	avg	Monmaie Purcs	4 00	8 00
314	2	"	Ladies Belts	4 50	9 00
	1	"	Silk Monmaie Purcs		6 00
	3	"	Coat Hooks	1 00	3 00
	2	Pt	Hair Pins	50 00	1 00
1	1	Gro	Steel Pins		1 50
2	1	"	" do		54
	1/2	"	Penholders & Pins	9 00	4 50
	1	Doz	Penholders		2 25
	3	"	Garters	3 25	9 75
	1	Gro.	Buff Bonnets		6 00
1	1	Doz.	Dressing Bonnets		1 50
2	1	"	do		1 12
	1	"	Round do		4 50
	4	"	Fancy Lead Pencils	5 00	20 00
	4	"	do	12 50	1 80
	4	"	do	25	1 00
	1	Gro	Fancy Shirt Buttons		2 50
	1	"	White Table do		2 00
	2	"	Beards	1	2 00
2	2	"	" do	90	1 80
1	1	"	Wash do		2 00
	2 1/2	"	Hooks & Eyes	1.22	3 00

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2	1	doz Vest Buttons		1	'75
24	1	" do		1	00
	1	" loose Laces		2	50
	4	" Sho Laces	372	3	72
1	1	" Sewing Birds		9	00
2	1	" do		8	00
	2	" Cotton Flanne Thread	450	1	50
30	1	lb Black Patent Thread		1	00
Brought over from page 5				1208	93
(Page 5)		Brought over from page 4		1208	93
40	1	lb Patent Thread		1	12 1/2
50	1	" do		1	31
60	1	" do		1	45
	2	" Assorted Skin Thread	55	1	10
	2	" White do	50	1	00
15		doz. S & P. boots Sho Thread	50	4	50
16		" Assorted do	25	4	00
10		" do do	10	1	00
10		" Green Flanne do	75	7	50
2		" White Shirts	1500	30	00
2		" Fancy do	1500	30	00
1/2		" White do	36	18	00
3		" Assorted Fancy Collars	250	7	50
1		" White Collars round corners		2	75
1		" do Square "		2	75
3	2	" do	262	5	25
512	12	best Satin Vests	425	51	-
F	6	Farmers Satin Vests	250	15	-

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664	6	Mixed Antique Vests	1125	26 50
548	6	do double breasted	425	26 50
777	6	Fancy Vests	450	24 00
922	6	Imitation Silk Velvet Vests	240	14 40
1134	6	do do	240	14 40
1279	2	do do	275	5 50
200	2	Plaid Vests	225	1 50
(6)				1507.96
		Brought over from page 5.		1507.96
956	6	Brown Vests	225	13 50
70	6	Black do	225	13 50
981	6	Fancy do	275	16 50
860	3	Bugs do	150	11 50
528	3	" Gas do	125	3 75
580	3	" Plush do	125	3 75
693	4	Pair Gas Pants	625	37 50
784	4	" " " "	425	26 50
804	4	" " " "	457	29 25
554	4	" " " "	412	24 75
383	4	Button Coats	950	38 —
353	2	Real Felt Coats	1225	38 25
1155	6	Mohair Overcoats	925	55 50
770	3	Business Coats	950	28 50
152	3	do.	857	24 62
1		Per Block Muslin by A. D. Mox 1153	152	7 17
1		" Balco 311	102	3 57
1		Sheet for yourself		2.00
130	1	Un Gas Coat to 4 pattern		12.75

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28	Yards Muslin	82	21 28
3	Boxes		<u>2 75</u>
	Delivered for your account to Mr More		19 00 00
966	2 Best best Boots	16 10	32 30
969	2 Pair Black Doeskin Pants	46 10 ^{8 75}	17 50
	6 White Shirts	3 00	18 00
	1 Pair Pants		6 25
348	1 More Antique Vest		4 25
462	1 Best Satin Vest		5 25
	1 Pair Suspenders		25

George V. Minor recalled and Examined by Mr. Harwell,

Q The Goods you referred to on your closet examination have you separated them and added them up?

A I have separated a portion - not the entire

Q Have you separated all you referred to as not being so much difference between the real value and the prices marked?

A Yes.

Q How much do they come up to?

A About \$150.

Cross Examined by Mr Van Buren

Q Where did you make that calculation?

A To day Sir. I made it upon the goods referred to as being lower. I took them from the common amount of the Bill I cannot enumerate them all by name. I will point them out on the bill if desired. Some Darkens, some Stripes some other items - long Cloths, I think that is in.

Q Do you mean to take all these on the first Bill?

A No Sir.

Q What did you receipt?

A I don't recollect.

Q Where did you purchase any of this class of goods?

A In 1854-5 and 6. I examined some of the bills of those purchases a few days since to see something in reference to the list of goods & what kinds of goods I purchased at specified times to put myself up for this trial. I think perhaps Sir, we were kept some half hour.

Q Did you have anybody to assist you in the preparation?

A Not in looking over these bills.

Q But in preparing you generally for a witness in this case?

A Well I guess not.

Q Done it all alone?

A Yes I think so.

Mr. Farewell announced that the evidence for the Plaintiff was all in, except one witness as to dates who would be called subsequently by Agreement.

The Plaintiff rested.

Evidence of the Defence.Court adjourned.Third day Friday October 14th 1859.

John Scanlan - called by the defence being only sworn was examined in Chief by Mr Gary and testified as follows.

Q Are you acquainted with Frederick M. Baldwin the Plaintiff in this suit and the Foreman Bros.

A Yes.

Q Do you know of a trade last Sept by which Baldwin got a lot of goods from the Store of Foreman Bros?

A Yes.

Q Had you any connection with that trade, and if so, state all you know about it?

A In Sept 1858 I met Mr Napier on Clark St. one day and he asked me if I could find some clothing to trade for a house & lot on North LaSalle Street. He told me it belonged to Mr Baldwin & introduced me to Mr Baldwin, then I told him I knew where there was some clothing; they spoke to me about finding some City property if I could to trade for clothing, something to be unincumbered, if possible. I thought I could make the trade if it was all right. So I went to see Foreman Bros. They told me they wanted to trade. I told them where the property was and asked them, if they wanted to trade. They said they did. I asked them how soon they would be ready to go. They wanted to go to see the property immediately, so I went there with Mr Foreman, the Elder gentleman. I believe it is Henry. I don't

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Know the name exactly. I went and saw the property with Henry
 Mr Moss lived there at the time. I enquired for Mr Moss. He came
 out. I told him what my business was there. That I was anxious
 to come by Mr Baldwin to show the property to this gentleman that
 he wanted to trade it for Clothing. I asked him if he would be
 kind enough to show me through the premises. He said "Yes"
 & we went through the premises and into the yard & into the
 barn & talked things over & came home again. Afterwards I
 went there with himself and his brother Rudolph Forman the
 same day. He wanted to know from me the price of the property.
 I told him \$8000 they wanted for it. They said that that was
 a high price. That \$6000 would be enough. That they would
 pay \$6500. I told them they could not have as that so far
 as I knew. That I didn't think he would trade the property
 for less than \$8000. They told me to bring Mr Baldwin to the
 Store to them. To talk things over, when we came back I went to
 Mr Baldwin & he and I & Mr Napier went there together to Henry
 Store, on Lake St. They said they would not give over \$4000
 for the property. Then ~~and~~ at the Store after he looked over the
 goods sometime and went through the Stock. They said they would
 give \$4000 and no more & he would not come down from \$8000.
 That time Mr Baldwin only went through the goods & raised a
 Coat to look at it & raised by & picked up a pair of pants &
 sometimes a vest - about 10 minutes. I believe he did not
 make any enquiries as to prices at that time. Mr Baldwin would
 not trade under those circumstances. I can't positively swear
 whether they offered \$4500 before he left the Store or not. But
 after we came into the Street together I told Mr Baldwin if he came

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down \$500, they would probably trade. He and I & Mr Mappa were in the Street together. He said he would do I went back & told them he would take \$4500 worth of Goods for the same that at New York or Eastern Manufacturers prices with 15 per cent added here. They agreed to give it. This was while Mr Baldwin & Mr Mappa were in the Street. I went out to the Street to them and they came back with me and they agreed on the trade. He looked over the Stock of Goods again and I believe he enquired something about prices. He was 10 or 15 minutes. They said they would trade provided the papers were all right. I told him to go and make an Abstract of the title & bring it to them, they were going to do it up all right. No writings were drawn at that time. I think I came there next day. The papers were not drawn up. They were not looked over at least. The Abstract of the title was not looked over at that time. I believe they hadn't it. It was not ready or something like that. I came there two or three times & as far as I understood it the trade was made at the time. It was agreed on, and I did not come then in the place for about a week. I asked Mr Mappa if they had closed the papers in it. He said "No" he thought the trade would fall through again. I asked what the matter was. He said Baldwin thought the goods were too high. I saw Mr Baldwin the next day I think. I didn't have any conversation with him then. I was not acquainted with Mr Baldwin until the day before. Whatever conversation he had with Mr Mappa about the trade he had at No. 63 Clark St. Whatever I had to pay about the trade I paid to Mr Mappa. I had nothing to do with Mr Baldwin.

Q

Were you present at any other time when Mr Baldwin was in the Store?

A

Yes. I asked Mr Mappa if he could not make that trade again; He said he didn't know as he could, I said I could make that trade myself in half this time, if I thought it was not finished before now. I saw Mr Foreman about a week after I was there first. I talked the thing over and they told me he thought the Goods were too high. I asked him if they were ready to trade. He said "Yes". the same business as before - Mr Baldwin was not present.

Q

When did you next see Baldwin after you were there the second time?

A

I saw him that day - the same day I was there the second day. That's when I went about a week afterwards. I went and told Mr Baldwin they were ready to trade the trade better trade. He said the Goods were too high. He told me they were so much cheaper at Hunt's next door. I went into Hunt's and examined the goods myself without him. He spoke of some vests and some flannel shirts & some things I could not satisfy myself without he was with me. So I brought him into Hunt's. We went to Foreman's & went to Hunt's. I saw what the prices were at Foreman's and I had an idea & went to Hunt's with Mr Baldwin. He told me there were some coats at Hunt's he could buy at \$12 far Superior to anything at Foreman's - So we went to Hunt's and he showed me these coats & I told him he could buy no such coats for \$12 and if so they were very cheap - I went & asked Schlossman & he said they were \$18 to \$24. I told him they were

were a different article very much. He didn't know much about the Goods. He talked of some fresh vestings that he could buy cheaper at Huns. I found out that the same kind of vestings he talked about happened to be a little cheaper in the other house that they were the same quality & were two shillings cheaper. If they were the same quality I could not exactly tell. They looked something similar. I told him I thought he was mistaken about the prices and had better trade with them. That they felt dissatisfied down there & if he failed to trade he would not get a chance as good again. It was Holy Day in their religion and Saturday they were not in the Store and we went to Mr. Rudolph's house & waited till he came home. I told Mr. Foreman I came to make up that trade again - that Mr. Baldwin must have been mistaken in pricing the goods or else he would have made the trade before now. He said he was satisfied too they agreed on making the trade again - the same Commissions as before. That was the last time I had anything to do with the trade until such time as they exchanged papers. I have reference to such time as they exchanged property. I don't know of any contract between them. I never saw any writing - I heard of it. There was no man present at this interview at Rudolph's house except us and his wife & family. No other Foremans except Rudolph. I was in the Store a few days afterwards at the time they packing up the Goods - Mr. Baldwin was there. They were packing them into boxes. I can't tell whether all the goods had been selected or not - I didn't see any Goods selected by Mr. Baldwin. I saw a pile of goods there & I asked him

145 if these were his goods & Mr Foreman said "Yes they were a part of them - some goods piled up there."

Q What was your business at that time?

A Real Estate business.

Q Are you acquainted with the value of Real Estate in Chicago at that time?

A Yes Sir, pretty well.

Q What was the fair market value in cash at that time of this house that you speak of?

This question was objected to by Plaintiffs Counsel as incompetent from any source, though the Plaintiffs Counsel admitted that Mr. Scanlan was abundantly able to tell, and the

Objection was sustained by the Court.

To which decision Defendants Counsel then and there accepted.

Cross Examined by Mr. Smith.

Q You stated that Baldwin at first wanted \$8000 & they wanted to get it down to \$6000. Between these two points you had no considerable talk?

A Yes.

Q During this time didn't you urge the Foreman to consent to come up to \$4500?

A Yes, I told them I could not get it for any less if they got it for that. At the second time that we went to see the property coming down from Mr. Wep's house they said that \$6500 would be a good price. Then I told them I thought Mr. Baldwin was not

much acquainted with Goods & very likely they could get a good price out of him - probably \$2000 more than they were worth. Mr. Knapp told me I think something like "I shall be thankful if I can get \$500.00" something like that.

Q Didn't the Foreman request you to get Baldwin up to the house?

A At that time we were down at the Store. I couldn't see Knapp nor the old gentleman or see the other man & I think I saw you there (to one of the Foreman present in Court). Yes I saw him there - He seemed to be excited - He said that Mr. Baldwin was a damned fool or something like that and said if he was his brother he would kick him out unless he made the trade as he agreed to. I told Mr. Baldwin that they were dissatisfied - that this Younger brother was mad at him & if he wanted a trade he had better do it before they got excited or something like that.

Q During some of these talks didn't the Foreman say to Baldwin, they would let him have the goods all right as they wanted to make a Customer for them?

A Yes Sir, they said they wanted to make a fair upright trade let him have the goods at New York Manufacturers prices - that they wanted to keep him as a Customer - They told him so several times - Previous to this time I had made a trade for Foreman for a piece of property on the corner of (not heard) Street & Market Street for a man named William Gray, a hunter on the North side - There was \$1750 to pay on the property incumbrance & they were to give him a farm in the Country and assume his incumbrance - I got the directions and it

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was 1110 Mrs. The went to see the Farm. It was all understood in writing. Well after he came back they told him, there was another party interested in the property. He said he would take the property after he came back. They told him another party had an interest & the oldest man of these Foreman - the old Gentleman he seemed to be satisfied with the trade. Said he you stop here about 5 minutes & I'll be back pretty soon & he came back in about half an hour & brought Mr Silverman the banker on Salsado Street & Mr Silverman & themselves went together & had some kind of a conference. He came back & said he want \$1000 now for the property & that broke up the trade. I was mad & told them I would sue for my commissions & Mr Rudolph told me to help him God if I should make him up another trade he would pay me - if they could get another trade for satisfactory property for clothing they would pay me & that was how I got into this trade.

Q You spoke of being in when the Foreman were packing up the goods the last time. Were they all in there packing up the goods - I saw that small man Rudolph and that young man over in the corner, the clerk in the office packing. I only came up stairs & stopped a few minutes. Mr Baldwin was there. I asked him if they were packing the goods & I think he said "Yes". I think he was looking over the goods. I never saw Mr Stale there.

Q Do you know what day of the week that was?

A No Sir.

Q What's that you spoke of is a Wholesale Establishment here?

A Yes!

Q Do you say the prices at Hints and at Foreman were alike?

Q I could not have any idea Sir. The goods were not sold at all, with the exception of some vestings. He told me these were sold at Hunt's a great deal cheaper & I went & asked and found they were about 2 shillings cheaper instead of higher. I told him I thought the goods were cheaper in Foreman's, than the other place at Hunt's, cheaper at Foreman's, I believe that's the nearest home.

Adolph Katz called by the Defense.

Plaintiff's Counsel objected to this witness as incompetent, giving in evidence the Record of the Recorders Court of the City of Chicago, showing that he was connected & sentenced in that Court at the February Term 1859 for Petit Larceny.

The Defendant's Counsel read in evidence a pardon dated the 24th March 1859 by Gov. Breese of said Adolph Katz, fully pardoning & acquitting him of the said offence & restoring him to all he had forfeited by reason of such conviction & of the which pardon was duly issued and under the great seal of the State of Illinois.

The Defendant's Counsel, Mr Gary, proposed to prove by this witness that he was a Porter in the Store of the Defendants at the time the Plaintiff Baldwin selected the goods in question, that the same goods which Baldwin selected were put into the Boxes, nailed up in three boxes, and these boxes were marked & delivered according to the directions of

the Plaintiff

Plaintiffs Counsel objected to the competency of the witnesses, which objection the Court sustained and refused to permit the witnesses to be sworn.

To which decision Defendants Counsel then and there excepted.

Peter S. Stout called by the defense, being duly sworn was examined in chief by Mr. Gary and testified as follows.

Q. Where do you reside?

A. At Kansas Co. near Oswego, Illinois.

Q. Do you know Frederick M. Baldwin?

A. Yes.

Q. Do you know of a trade with a Mr. Clark of Oswego, by which he sold Mr. Clark a stock of goods?

A. I know Mr. Clark & Mr. Baldwin made a trade. Mr. Baldwin traded Mr. Clark a lot of store goods, consisting of Dry Goods a general sort of stuff, such as is kept in a Country Store. The stock was in Oswego in a Store Mr. Baldwin had kept and had been retailing from the stock. The store was not regularly kept open I believe.

Q. Did you hear Mr. Baldwin say to Clark anything in regard to a quantity of goods he had got at the Store of Foreman Bros, if so state?

A. I recollect Mr. Baldwin stating to Mr. Clark that in that lot of goods he proposed to trade - that that was a lot of new goods & they were very good goods. I shall have to give some part of the conversation. That he had produced an inventory of the old lot of

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Goods to Mr Clark. In speaking of this new lot he said they were very good goods as he had got them from a first rate house in Chicago. I had selected them myself. Mr Clark asked for the Inventory. Mr Baldwin said the Inventory was mislaid, but produced an old Inventory of the Old Stock. He told him he would hunt up the new Inventory - that he knew the new goods were first rate that he had bought them from a first rate house in Chicago - Foreman Bros - that they had a first rate reputation - That was the language Mr Baldwin used. This was in Decr 1855.

Q Did you then or at any other conversation about that time hear Mr Baldwin say anything in regard to an exchange which he had made with the Foreman Bros?

A Yes, I heard Mr Baldwin say that there was some light, articles like Ladies Collars and other little fancy things Ladies wear such as Chemisettes which were too high a price for the market & that he had taken them back & they had exchanged them like gentlemen. That was the language of Baldwin.

Q State whether Mr Baldwin bought a House & Lot of you in Oswego, either in his own behalf or as agent for another?

A Yes Sir, Mr Baldwin effected a trade for Mr Tripp with me for a Store Store, which is kept now by Mr Tripp - the same of which Mr Hale spoke in his testimony.

Q Did Baldwin act as your Agent in the matter?

A No Sir, I never have employed Mr Baldwin for anything.

Q What other Goods did Mr Baldwin's stock consist of at the time he made this Sale besides these new goods?

A They consisted of a very great variety, as there was a remnant from a number of Old Stocks. At the time of the Inventory he

Mr. Clark, I discovered some goods in there that I thought belonged to the old stock of Mr Minor of Oswego - the uncles here - That is my best impression - I saw the goods that looked just like those he used to have.

Q Did you know Mr Minors private Mark?

A Yes, these goods had that private Mark. The private Mark was "Republican" - that was the word - the letters used.

Cross Examined by Mr Smith.

Q Did you say you saw the Bad Prices attached of Foreman to these Goods to Baldwin?

A I say I saw an inventory given to Clark of the old Lot.

Q Did you see the Foreman Bill?

A No Sir, not before the trade.

Q Don't you know that when Clark discovered the prices he wouldn't stand it & made them take them back?

A I know there was some dissatisfaction at the time it was made and the Inventory was going on - Let me tell you I didn't see this Inventory until that time - until after that. There was dissatisfaction and a compromise made & the thing settled down & they went on again. Mr. Clark was to get Land for these Goods. I think he called the Land \$30 per acre. After the disagreement & dissatisfaction arose there was a negotiation to fix it up.

Q During that negotiation didn't Baldwin propose to allow Clark to take that Land back & keep the Land at \$14 an acre?

A No Sir, he didn't at this time - Not at this particular settlement.

He didn't at any time offer him the property at \$111 to my knowledge. I only know from their representations that Baldwin took back the Foreman Goods. I don't know it expressly, for I had no hand in aiding either of them. I saw them in Mr Baldwin's possession afterwards - who they belonged to I don't know. This negotiation was in December.

Q How do you place that?

A Because I was employed by Mr Clark to help him. There is nothing more to call my attention to the time than that I was employed by him about Christmas & I told him I should have to adjourn the Inventory to keep the holidays. This was after the trade.

Q But I am speaking of the first negotiation?

A Well I was in Oswego at the Post Office.

Q How long was before you first heard of anything being said about Baldwin saying he had some Goods of the Foreman Bros? How long was that before this Inventory?

A I think it was about a week. I was in Town about that time. Mr Clark there has been talking for 8 or 10 days, can't speak definitely.

Q Where was Baldwin speaking of these Goods?

A I think in the Post Office, or else it was in the Store. It was around there as he was walking around. Mr Clark is a queer man to trade & keeps travelling all the time. I can't give you the exact spot.

Q Was anybody present besides you Baldwin and Clark?

A I am not sure but there was.

S.B. Hopkins called by the Defts being duly sworn was examined in a
 chief by Mr Gary and testified as follows.

Q Where do you reside?

A Oswego, Kendall County.

Q Are you acquainted with the Plaintiff?

A Yes Sir, Mr Baldwin.

Q Did you hear a conversation between him & others at Oswego at
 a Public house last fall?

A There was a conversation there.

Q In regard to his stock of goods that he had at the time in
 Oswego?

A He mentioned this stock of goods they spoke of.

Q State what you heard Mr Baldwin say in that conversation as
 to how he bought them &c?

A I can't state the words. I can tell the substance of it.

It was just before this trade was made by Mr Clark. He had his
 Sackies and was going to the Cars & was before him stopped at the
 Publichouse. & didn't appear to be in a hurry because he was a
 several hours ahead of the Car time. In a conversation there at
 that time he said he was about making a trade with some one
 North. I took it to be North of Chicago here for this stock of goods
 for a farm or some Land. He was going in to make this trade &
 was going to make the man a good trade because he had bought
 the goods low and was going to sell them low. He said there was
 about \$2000 of new goods - good goods - the goods that were there
 were too good for that Market.

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Q Were you acquainted with the Stock of Goods Mr Baldwin had in his Store at that time?

A No Sir, I saw them when they first came there & saw them put upon the shelves. I didn't see them put up, but saw them after they were put up. I never was in the Store but when the door was open I could see.

Q Do you know what kind of goods the new goods were in that Store?

A No Sir, I didn't see them myself not to know that they were new or old goods. Before this I saw the boxes of Goods in my way at the Store, I didn't see any boxes opened.

Q How long did this conversation take place before the trade with Clark?

A I should think two or three weeks perhaps. I couldn't tell as to the time. There was a trade made between him & Clark soon after this conversation.

Cross Examined by Mr Smith.

Q What's your business at present?

A I am settling up some old matters, accounts & notes and paying my debts what I can, and collecting what I can. I have been at it since 1857. I have no other business than that. The last I was in business, I was in the Mercantile business trading at Arizogo, since then I have been buying some grain & sending it to Market.

Q You saw Baldwin at the depot on one occasion?

A No Sir, I didn't say so. I saw him at the Public house at Arizogo on his way to the Cars, he paid. He had a black satchel

at that time, He told me he was on his way. I think it was in the fall or winter. It was a short time before this trade was made. I think it was in Nov or Dec. The first Dec or Nov.

Q What makes you think so?

A All I can judge to from is this trade of Mr Clark's. I was present when the goods were delivered there - when they took an Invoice of the Goods. Mr Baldwin did not address his conversation to me particularly.

Q What did he say?

A He said he walked from Fort Des Moines to Iowa City in one day. I considered it a pretty good days travel. He then went to talking with them about his trade. He said he would go up there to make a collection.

Q You say he talked about proposing to trade a stock of goods for some Land, what did he first say on that occasion?

A I told you I couldn't tell the words - The substance was he had a stock of Goods to trade and wished to trade for Land and thought he had a customer in this section somewhere. I understood he lived not a great ways from Chicago. North, He wanted to trade these Goods for Land. He talked about 2 or 3 hours - not all about that - He talked of the quality of the goods. He said a portion of them were too good goods for that Market and that he was going to get some more to trade - I can't recollect the words.

Q Did he say anything further about this trade or the goods?

A I don't know whether he did or not.

Louis Grodell called by the Defendants being duly sworn was examined in Chief by Mr Gary and testified as follows.

Q What was your employment in Sept. of last year?

A I was keeping the Books at Foreman's.

Q What other persons were employed by them besides yourself?

A Mr Katz, nobody else. No other Clerks.

Q Do you know Mr. Baldwin the Plaintiff?

A Yes Sir.

Q When did you first know him?

A I think I first saw him on 13th Sept. '58 or it may be a few days before.

Q Are you in the employment of the Foreman's now?

A No Sir. I left their employment October 12, 1858.

Q Were you present at the time Baldwin was selecting Goods at Foreman's Store?

A I was.

Q State what was done in regard to selecting these Goods?

A The first part of \$5500 was selected one part by Mr State & the balance by Mr Baldwin. The other goods were selected a few days afterwards by Mr Baldwin. I don't know the number of days.

Q State how the business was done?

A Mr Rudolph Foreman called off the goods & I put it in the Book and figured it how much the prices was and added the 15 per Centage. That was all I did about making up the bill of the goods. I didn't pick out any myself. When Mr Rudolph called off the goods he looked at the Ticket what it was marked and called off the prices there & I put the prices down & added the 15 per

Centage and figured it out. Mr Baldwin was present when the bill was made out, and he was present when I figured out the first few items - himself with me along.

Q Did he make any Memorandum of them?

A Yes Sir, he has a little book. He figured perhaps the first 5 or 6 items. - Mr Baldwin did.

Q (Presenting bills of Sep. 13 & bill of Sep. 14. to the witness)
Are these Bills made out by you?

A Yes, that's my writing.

Q How large a portion of the \$5500 was picked out by Mr Hale?

A I think the greatest part was picked out by Mr Hale and the balance by Mr Baldwin. I don't recollect seeing any body else picking out the \$5500 worth. I saw Mr Hale there when he picked out one Bill & I saw Mr Baldwin there & I saw them both together

Q Who picked out the \$1900 worth?

A Mr Baldwin.

Q In picking out both bills which of the Foremans was with Mr Hale or Mr Baldwin?

A I have seen Mr Rudolph Foreman and at another time I have seen Mr Henry Foreman.

Q Were the prices mentioned on these Bills the price Mr Rudolph called off to you? or how do they differ?

A I think they are the prices the goods were marked - the N.Y. prices - the prices called off - & I added the 15% per Cent. I made the calculation.

Q How many items did Mr Baldwin make the calculation upon also?

Q 5 or 6?

Q Did he overlook any of your calculations?

A Yes, he gave over my Book too when I figured it out.

Q Did you also figure upon these 5 or 6 items?

A Yes of course, I figured every one.

Q Was there any difference between your figuring this?

A I could not say I could not see in his Book what he figured. I only saw he figured.

Q Did Mr Baldwin say anything in regard to figuring the balance?

A He said yes to go on now and he wanted to get through & get ready to make up the Bill right. That's all I heard about it.

Q Did you hear him make any remark about the making of any further calculations himself?

A No, I don't know that he did. He did not make any calculations beyond the first 5 or 6 items.

Q (Presenting Bill of \$1900) Were Mr Baldwin & Mr Rudolph Foreman together in selecting that whole Bill, in the manner you stated?

A Yes Sir, it was all called off in the way I have mentioned. These prices on the Bills are the same prices that Rudolph called off adding 15 per Cent.

Q How is it as to the other Bill of \$5500?

A The very same Sir.

Q Did you see these Goods after the whole Lot had been selected?

A Yes Sir, I saw them in a pile. They were packed up in cases in boxes. I left them in the Store. Mr Baldwin said we should take care of them because he wanted to go to Indiana I think, to settle a trade first with Mr Hale. Before that we should not give any Goods to Mr Hale, before he was back, because he wanted to sell

there first. After this he came back & took the goods.

Q Do you know whether the same Goods which were selected were the same Goods put into the boxes?

A To my knowledge all the goods which were selected were put in the Boxes - I did not pack up any. I went up & down and sometimes I looked and then went back to the office. I marked the boxes and was present and saw them several times. Mr. Katz was present. I think Mr. Baldwin was present once too, when we were packing up.

Q I understood you to say that the same Goods which you selected were packed in the boxes?

A Yes all I saw. I was not there all the time they were packing. I was most of the time.

Q Were you there when Mr. Baldwin came back & exchanged some Goods, after the Goods had been shipped off?

A I think I have seen him there once exchanging some Goods.

Q Were you at that time in the employ of Foreman?

A Yes Sir.

Q Did you see Mr. Tripp come there the next day?

A Yes, once when the Bill was made out, there was a mistake of \$100 in the Bill. Tripp's Bill he came back & showed us the Bill. There was \$100 less in adding up, and we gave him \$100 worth more. I think that was about a fortnight or 3 weeks after the selection.

Q (Presenting Bill of Sept. 13th) At the date of that bill, had all the Goods of both Lots been selected? I don't mean the Exchange Goods, but the original Bill?

Q Yes Sir, I think they were

Q (Presenting to the witness the Release dated Sep. 13: 1858)

Look at that paper & see whether you know the handwriting or saw it signed?

A I saw it signed by Mr. Baldwin.

Q Had the Goods all been selected when that was signed?

A After the Goods were selected, that was signed.

Gross Examined by Mrs Smith.

Q Was Bookkeeper your entire business at Norwans?

A I did some other things, some other times. I was not very particular.

Q Was it in reference to this Bill of 14th Sept. that Baldwin took down a few items?

A Yes Sir.

Q It was in relation to this Aussage Bill?

A Yes Sir, I want to see the Bill (examines it) No Sir, it was the other Bill that went to Tripp. Mr Baldwin made a figuring of about 5 or 6 items. I could not pay exactly.

Q Why do you think it was this bill instead of the other?

A Because I know this one you keep in your hand was made out before the other. This that went to Tripp, it was made out by me.

Q Was it made out this way before the Goods were boxed up?

A Yes.

Q This very paper?

A Yes, I must see it.

Q Look at it. I don't want to catch you.

A Yes, I made out this Bill (dated Sept. 13), before they were boxed up.

Q You are certain that this identical Bill was made out before the Goods were boxed?

A No I could not say Sir.

Q You have just said so?

A Then I didn't comprehend you.

Q Look at the bill!

A I don't know whether I made out the bill after the boxes were made up or before. I know I made it out after I had put it in the Book. This bill I made out on the Evening of the 13th & the other bill on the 14th - I made it out on the date it bears. The goods were in the Store at the time. I don't know whether they were boxed or not. It may be some were boxed and some not yet.

Q Did you make out that Bill before the Goods were boxed?

A I don't know whether they were boxed or not?

Q Why not?

A I don't remember any more.

Q Were you there?

A Yes, but as I said before, I was not always present - It was in the little back room. I staid in the Office sometimes too. The other one was made out first.

Q Do you say you saw that Release executed?

A Yes Sir, I saw Mr. Baldwin sign it.

Q Do you know whose handwriting is the body of that?

Q No Sir, it is not mine. Mr Foreman brought it to me and I had it presented to Mr Baldwin & Mr Baldwin signed it & then gave it back to Mr Rudolph.

Q Don't you know the handwriting of the Foreman's?

A I guess I do but I don't think that's the handwriting of any Foreman. It's not the handwriting of either of the Foremans, I don't know whose it is.

Q Who brought it to you?

A Mr Rudolph I think gave it to me. He told me to have it signed by Mr Baldwin. It was signed on the desk.

Q Was that signed before the Bills were made out?

A I don't know. It was signed after the Goods were packed out. I don't know whether I had already given the bills to Mr Baldwin or not.

Q Were the goods in boxes?

A The goods were, - let me see. I think they were so.

Q Do you recollect that these Goods were all in boxes when that paper was signed?

A Yes Sir.

Q You said Baldwin came there once when you were packing up goods?

A Yes I don't know how long he stayed. I know I have seen him that is all. I don't know what the time was. I could not recollect that he was there more than once during the packing of the Goods.

Q Was he there more than once when Goods were exchanged?

A I know he was there once to exchange Goods. I do not recollect more than once. He was there one time after the Goods were packed

Q You said he was there when he exchanged?

A No that was not the time - it was while the Goods were packed. He directed Mr Foreman to keep the Goods fast give them to Halse before he was back, because he wanted to settle that trade. He was there once when the goods were packed up when he gave the directions and once when he exchanged some Goods - There were the 3 times. He might have been there 100 times without my knowledge.

Q How long was he there when he gave directions not to give up the Goods till he went to Indiana?

A I could not recollect - I don't mind. He came in & spoke to Mr Foreman & gave that direction I have stated. Then I went back to my Books & didn't see him any more that day, that I recollect.

Q Did you hear him pay anything when he came there to exchange Goods?

A I heard him pay once that he was satisfied when he exchanged some Goods.

Q What was you doing while he was exchanging Goods?

A I must explain the thing or else you won't understand it. I was standing at the desk when he came in the Office where the desk is, and there I think Mr Rudolph was, or another Foreman. He spoke to him & asked him to exchange these Goods.

Q Were you there when they told Mr Halse to leave?

A I have some recollection of that Sir. I didn't hear such words as telling him to leave - I only saw Mr Halse there & Mr Baldwin once.

Q Where did Rudolph stand when he called off the prices?

Where did he stand?

A Here here is my desk & here at this end of the banister is the steps (illustrating by the banister in front of the witness) & then you turn to your left here & come into the office, here there are the Goods. & at the end of the Store or the back side there is a little table & there was my books and here he stood & selected the goods & there I put the prices down. It was not in the office (The above lucid explanation was illustrated by the witness' gestures)

Q Where is that Book you put them down on?

A I don't know where it is now.

Q Is it in Court?

A I don't know.

Q Was it before?

A Yes.

Q It isn't here now?

A No Sir.

Q Was that a Sales book upon which all Sales are made & promiscuously to different persons?

A Yes, I added first 15 per Cent & then put the prices in that Book. I put them down on a piece of paper as he named them & figured them out & put them in a book. Those papers never are kept. I don't know where the Book is.

Q Don't know whether they have their Sales book or not?

A No Sir.

Q And have not been in the Store for a year?

A I was not employed. have been there once.

Q How was that you stand to Rudolph when he called off the prices?

Q Two steps - I could not see the prices marked each time.

Q You don't undertake to say you know the same Goods were put into the boxes you called off?

A Yes Sir, I could swear to that because I was present. I saw the piles of Goods. I was there sometimes & I saw the Goods which were picked out packed in the boxes. I was present most of the time. When the vast part of the Goods were packed I was present.

Q How long, did you work for the Formans?

A From the 20th of August to 12th October - I kept books now corner of Randolph & State Sts for Mr Hyman.

Q Are you a relative to the Formans?

A Not at all.

Q Where did you come from?

A From Philadelphia to Chicago - from N. Y. to Phil^a - to New York from the old Country - Germany.

Q From the same neighbourhood with the Formans?

A No Sir, I never knew them before.

Q Do you say the prices called off were the N. Y. Manufacturers prices?

A I think they were because at that time I had to know as much about business as what was the N. Y. prices. That is my opinion.

Q Do you know Scamman?

A Yes.

Q After this was closed up didn't you tell Scamman -

A Yes.

Q That the Formans had cheated Baldwin?

A No Sir.

Q Nothing to that effect?

A No Sir, I met Seaulan in the Post Office Alley, I didn't have a conversation with him. I just passed him - He said Foreman would not give him what he had to come. I don't recollect whether Baldwin's name was mentioned. I told Seaulan I had left Foreman's. He said they would not pay him and ~~that~~^{he} was going to sue them. I said I was going to sue them for my wages.

Q Didn't he then say Baldwin was going to sue them on this trade?

A I didn't hear anything about that.

Q Didn't you then remark that the Foremans were a pack of cheats?

A No Sir, I didn't say anything belonging to Mr Baldwin.

Q Didn't you have a conversation in substance to this effect with Seaulan in some place?

A No Sir, I don't recollect any such thing.

Direct Examination resumed by Mr. Van Buren.

Q You speak of having a little table in the back part of the building while they called off these goods that was within two steps of where Foreman stood?

A Yes.

Q Where were Hale & Baldwin at the time?

A He was right near me looked on my figuring.

Plaintiff's counsel objected to change of examining counsel. Mary resumed.

Q Where was Baldwin?

A When I figured out as I stated the first few articles he was at the same desk where I was right near me and figured out that and afterwards went up & down always present. Rudolph spoke it quite

distinctly in calling off these figures, enough so that Baldwin heard him. I took down the same figures he called off, entered them on the book with 15¢ 100 cents added.

Q. by Mr. Smith. - This was at the same time the Goods were selected by Mr Baldwin?

A. No Sir, the goods were first all selected & then they were put in a pile & then they were called off, and the calling off the prices was while they were put in that pile.

The Release from F. M. Baldwin to Rudolph Foreman was here read in evidence by Mr. M^c Allister Defts Counsel. It is as follows.

"Whereas I have sold to Rudolph Foreman of Chicago, the South 31 feet of lot number 4 in Block 13 in Bushnell Addition to Chicago, the title of which was in John D. Moss, and John D. Moss having conveyed the same to said Rudolph Foreman. Now I hereby acknowledge the receipt of the consideration of said premises of said Foreman in full for the same and release and discharge from any further claim therefor."

"Sept 13. 1858."

"F. M. Baldwin," (Seal)

Jopatz Bostwick called by the Defts being sworn was examined by Mr. Van Buren.

Q. Where do you live?

A. In this City.

Q. What is your business?

A. Bookkeeper for Foreman Bros. since Oct. 1. 1858.

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Q Do you know Baldwin the Plaintiff here?

A Yes I know him by sight.

Q Did he come to Foreman's Store at a certain time with a Trunk of Goods?

A He did a few days after I came to Foreman's he came back with some Goods in a Trunk & wanted to get them exchanged saying they were embroideries - some fine goods, sleeves & collars and he good for his market & he would like to get them exchanged. Mr Foreman exchanged the Goods - They opened the Trunk in presence of Mr Baldwin & took an invoice of it and added ~~to~~ together how much it was and then Mr. Baldwin selected in place of it Clothing. There were marked down amounting to the same amount which he brought back - The goods were then packed & shipped according to the directions of Mr Baldwin. I think Mr Foreman. Rudolph I believe it was - asked him how the Goods opened. how he liked them. I think he said they opened satisfactory.

Q Was anything else said, do you remember?

A There was some conversation about shipping the Goods.

Cross Examined by Mr. Smith.

Q Are you related to the Foreman's?

A Not at all Sir.

Q Where did you come from here

A From Milwaukee. From Mineral Point, Wis to Milwaukee, from Germany to Mineral Point,

Q Did you know the Foreman's in Germany?

A I did not.

Q Was Mr. Hale present at the time of this conversation you speak of?

A I don't think he was. Hale or some other man came I think.

Q Don't you know Hale now?

A I don't know - I saw him in Court yesterday - I wouldn't know the difference between Hale & Tripp - I know some man came in with Mr Baldwin - I wouldn't recollect him.

Q Was it either of those two gentlemen (Hale & Tripp) in Court?

A I could not say if it was either of them. I know them to be Tripp & Hale. I don't know which is Tripp & which Hale. Some one came in there. I don't know whether it was either of them.

Q You say Rudolph asked Baldwin how the rest of the Goods fared. Was that the expression?

A I don't recollect whether that was the very words, but something to that effect. I think Mr Baldwin said "satisfactory"

Q Was this inquiry made when he first came in?

A No Sir, it was after sometime. I believe Mr Baldwin came in after that.

Q He asked this question the first time he came into the Store?

A No Sir.

Q You say he came in after that?

A Yes Sir, Baldwin came in some person with him. came in and stood a few minutes. Then Baldwin came back - Baldwin & another person came in first & then Baldwin came up again & then the conversation took place.

Q When Baldwin and this other man came in did they say anything?

A I guess they did, I don't recollect what about.

Q About those Goods?

A I don't know. The office is in the front Store & Baldwin went back in the rear. I didn't hear anything said when Baldwin & this other man was in.

Q When Baldwin came back & Foreman asked him how the goods opened?

A Yes Sir.

Q Did the Foreman take back all the Goods brought in the Trunk?

A I could not say I was not present when they opened the Trunk.

Q by Mr. Van Buren. Since you have been there have the Foreman manufactured Goods in Philadelphia & N.Y.?

A No Sir, they manufacture here.

Q Are there any bills with these Goods they manufacture?

A No Sir, all their own Manufacture.

Mr Van Buren announced that the Evidence for the defence was closed, except a single question

Rebutting Evidence of Plaintiff.

John Scanlan recalled by Plaintiff.

Q Were you in Court when this witness produced the Bookkeeper was sworn?

A Yes Sir.

Q Did you have any interview with this Goodell soon after the Trade of Baldwin with the Foreman?

Q Yes, I met him in the P. O. Alley when I was coming from Dearborn to Clark St.

Objected to.

The Plaintiff offers to prove by this witness that the conversation did not take place as stated by the witness Grodell.

Objected to as unimpeaching upon a collateral matter.
Objection sustained & Plaintiff's Counsel excepts.

Louis Grodell recalled by Mr Van Buren, by agreement.

Q While you were Bookkeeper for Foreman Bros. did they manufacture any clothing, and if so, where?

A I hear of it, in Philadelphia.

Q How did they receive it?

A In Boxes.

Q Did they receive any Bills with these Goods?

A No Sir, I never saw any bills with ~~these~~^{clothing} goods, they manufactured themselves.

The foregoing was all the evidence given in said cause, and thereupon the said Court at the request of the said Counsel of the Plaintiff then & there instructed the said Jury as follows, to wit,

Plaintiff's instructions

Lewis. • If the Jury believe from the evidence that with respect to the goods which Dupre was to have, Dupre dealt with the Plaintiff.

and not with the Defs, and that State selected goods merely for the accommodation of Tripp & the Plaintiff, then the goods which were sent to Tripp, are to be deemed sold by the Defs to Peff and not to Tripp.

If the Jury believe from the evidence that the Release introduced in evidence by the Defendants was fraudulently obtained by them from the Plaintiff then such Release is void.

If the Jury believe from the evidence that the Defs agreed to deliver unto the Peff, in exchange for his horse & lot, goods amounting to Seven thousand five hundred dollars, estimating the same at New York Manufacturers prices with Fifteen per cent added; and that the Defs intending to deceive and defraud the Peff falsely represented & stated unto the Peff that they had procured up or put aside for him goods, which if estimated at the Contract price would amount to Seven thousand five hundred dollars, as would appear from their bills to be shown unto the Peff; and that the Peff believing & relying upon such representation and statement, was thereby induced to deliver unto the Defs the Deed of the horse & lot; and if the Jury believe from the evidence that the goods delivered to the Peff under such contract were of less value than that agreed upon then the Plaintiff is entitled to recover.

This is the law; if the defendants used any fraudulent device to induce the Plaintiff to accept the Goods without examination or comparison with the Bills as rendered.

To the giving of each Verdict of which said instructions at the request of the said counsel of the said Plaintiff the said counsel of the said Defendants then & there excepted.

173

And thereupon the said Counsel of the said Defendants requested the said Court to instruct the said Jury as follows, to wit:

Defendants Instructions.

174

+

Refused

If the Jury believe from the evidence that while negotiations for the Contract in question between Plff and Defs, were pending for the goods in question, and before such Contract was completed, the Plff made a Contract with Tripp to the effect that if said Contract with Defs was completed, said Tripp should take a portion of said Goods at the Store of Defs and pay Plff in other goods therefor, that Tripp should select the said portion at Defs Store for himself that said arrangement between Plff & Tripp was communicated by them to Defs and they agreed to the same before the Goods were selected, and the goods were selected in pursuance thereof by Tripp or his Agent; then the Plff is not entitled to recover in this action in respect to the said portion of the said Goods so selected by said Tripp.

175

Refused

That the recital in the Release given in evidence by the Defs is binding and conclusive upon the Plff that he made the Contract in question with Rudolph Foreman and that he received the consideration for the Real Estate in question from him, and he is now estopped by the Release from denying that the Contract was made by Rudolph, and from claiming that the other Defs were parties to it.

176

If the Jury believe from the evidence that prior to the selection

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of any of the Goods in question, the Plaintiff made an arrangement with said Tripp by which Tripp was to have and he or his Agents was to select a portion of said Goods, that the Plaintiff was present at the time of selecting, all which he had, & a portion of those which Tripp was to have, that the prices which the Defs actually charged were then & there called off in the hearing of said Plff, that when the goods which Tripp had were selected D H Hale acted as the Agent of Tripp, was present assisted in selecting that portion of said Goods, and that the prices which the Defs actually charged were then & there stated in the hearing of said Hale and the said Plff and the said Tripp received the said goods as aforesaid, the said Plaintiff cannot now complain of the prices so charged, nor recover anything on account of the same being too high.

4th

If the Jury believe from the evidence that the Plff contracted with the Defs for the Sale by Plff and purchase by Defs of one of them of the House & Lot in question at a stipulated price to be paid for by Defs in goods at a price stipulated as stated in either of the official Counts of the Declaration, but that such Contract was verbal only and not reduced to writing such Contract is within the Statute of Frauds and incapable of being enforced in an action at law. And if the Jury further believe that such Contract being made, the Plff caused a Conveyance to be made to one of the Defs under said Verbal Contract, of said House & Lot, then that the Defs without any malicious motive failed and refused to carry out such verbal Contract, and refused to let Plff have the goods in question at the price stipulated in said Verbal Contract but charged

Refused

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him higher for the same, then if Plaintiff is entitled to recover at all the true measure of damages is the difference between the fair market value of said House & Lot, and the fair market value of the Goods which Defts delivered under said verbal Contract.

5th

X If the Jury believe from the evidence that before the Goods in question were selected at Defts Store the Plaintiff made an arrangement with Tripp by which he or his agent were to select a portion of said Goods. That the Plaintiff was present when his part of said Goods were selected and a portion of those which Tripp was to have; that he Deft assisted in selecting the same, that the same identical prices which Defts charged for said Goods who were then and there declared to him & he knew what they were. That if Hale was the Agent of said Tripp and was present at the time of selecting the residue of the Goods which were to go to Tripp and assisted in selecting the same, that the same identical prices which Defts charged for said Goods were then and there stated & declared off in the hearing of said Hale, that after all of the Goods were selected as aforesaid the said Plaintiff executed & delivered to Deft Rudolph Foreman the Release dated the 13th Sept 1858 read in evidence, such Release is a bar to any recovery in this action on account of the manner of selecting or the prices charged for said Goods.

6th

X That if the Jury believe from the evidence that a portion of the Goods in question were selected at Defts Store under an arrangement made between Deft and Tripp, that the Deft should sell and said

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Refused

Trippe buy the same of Deft for certain other goods or the payment by Trippe of certain money for Deft, that such portion were in fact selected by Trippe or his Agent and set apart by Trippe or his Agent and the Defts for him said Trippe, yet the Plaintiff is not entitled to recover anything in respect of said portion so selected and set apart although the Jury believe from the evidence that the Defts after such selection interfered with said goods by taking out a part and substituting others in their places, or by changing the prices charged at the time of such selection.

7/4

X

If the Jury believe from the evidence that the release read in evidence was executed by Deft and delivered to the Deft Rudolph Foreman after the Goods in question were all selected and the prices thereof fixed, such release is a complete bar to the Deft's recovering anything in this action on account of the manner of selecting or affixing the prices of said Goods.

8th

Refused

X

If the Jury believe from the evidence that the goods in question were the consideration for the premises and house &c described in Plaintiff's declaration, that after said goods were selected and put up in the Concession in which the Deft or said Trippe received them and the prices charged by Defts were affixed thereto the said Plaintiff executed and delivered to Rudolph Foreman, the Release read in evidence, such release is a complete bar to the Deft recovering for anything in reference to said Goods which occurred prior to the delivery of such Release.

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9thRefused

If the Jury believe from the evidence that the Plff made a contract with the Dfts or either of them for the sale by Plff & purchase by Dfts of the House & Lot as set forth in either of the Counts of Plffs declaration, but that said contract was verbally & not reduced to writing. That after the Dfts, or one of them had received a conveyance of said house & lot, the Dfts without any malice or fraudulent motive, refused to carry out said verbal contract, or to let said Plff have said goods at the prices stipulated in said Verbal contract, the Plaintiff is not entitled to recover as damages under the Special Counts in the Plffs declaration or either of them, the Plaintiff is not entitled to recover damages upon the basis that Plff have a right to said Goods at the price as stipulated in said verbal contract.

10th

X

Refused

If the Jury believe from the evidence that Hale was the Agent of Tripp in respect to the libration of a portion of the goods and that he before the goods were selected informed Tripp that the price was too high, there can be no recovery in this suit by reason of said portion of the goods in question being charged too high.

Each and every of which instructions so requested by the said counsel of the said Defendants the said Court then & there refused to give to said Jury as requested by counsel for said Defendants, but having added to the said third instruction so requested by the said counsel for the said Defendants the following words.

" This is the law, if the Defs delivered to Plaintiff & Tripp
 " the same goods which had been seized, & used no fraudulent
 " devices to mislead the Plaintiff into any acquiescence or into an
 " acceptance of the Goods."

Chas having also added to the said fifth instruction so
 requested by the said Counsel for the said Defendants the following
 words to wit,

" This is the law, if the Defendants delivered to Plaintiff
 " & Tripp the same Goods which had been seized and used no
 " fraudulent devices to mislead the Plaintiff into any acquiescence
 " or into an acceptance of the Goods."

Chas having also added to the said seventh instruction so
 requested by the said Counsel for the said Defendants the ~~no~~
 following words, to wit,

" Unless fraud or circumvention was used in obtaining
 " the Release."

The said Court thereupon gave to the said Jury the said
 third, fifth and seventh instructions so requested, by the said Counsel
 for the said Defendants as qualified by the additions hereto as
 aforesaid made by the said Court as aforesaid and then & there
 refused to give to the said Jury either of the other instructions so
 requested as aforesaid by the said Counsel for the said Defendants

To which opinions and decisions of the said Court in refusing
 to give said instructions as requested by the said Counsel of the
 said Defendants as aforesaid, and in adding the said qualifications
 to the said third, fifth and seventh instructions as aforesaid the

said Court for the said Defendants then and there accepted.

And thereupon the said Jury found a Verdict in said Plaintiff and the said Defendants thereupon then and there moved the said Court to set aside the said Verdict and grant a new trial in said Court, Which Motion was in the following words to wit,

" In the Superior Court of Chicago.

" Frederick M. Baldwin

(u)

Henry Foreman et als

The said Defendants move the Court to set aside the Verdict, and grant a new Trial in this cause for because.

1st The Court erred in rejecting testimony offered by Defendants

2nd The Court erred in admitting testimony offered by Plaintiff and objected to by Defendants.

3rd The Court erred in refusing instructions asked by Defendants.

4th The Court erred in adding qualifications to the instructions given by the Court on the prayer of Defendants.

5th The Court erred in giving instructions asked by the Plaintiff.

6th The Verdict is against the evidence given on the trial.

7th There was no evidence given on the Trial to justify the Verdict.

8th

The damages are excessive as

Van Buren & Mary

Defts Attys."

The Allister of Counsel."

Which Motion for a New Trial the said Court afterwards
to wit on the Twenty ninth day of October A.D. 1889 overruled

To which opinion and decision of said Court in overruling
said Motion and in refusing to grant to said Defendants a new
trial in said cause the said Counsel for the said Defendants then
and there excepted.

And inasmuch as the said several matters aforesaid do
not appear upon the record of said cause, the said Defendants
pray that this their Bill of Exceptions may be signed and sealed
by the Court and entered and made a part of the Record of
this cause, which is accordingly done this 3rd day of December
A.D. 1889.

Wm. H. Higgins

Judge.

Seals.

"State of Illinois }
Cook County .. }

I Walter Kimball Clerk of the Superior
Court of Chicago (formerly the Cook County Court of Common
Pleas) within and for the County of Cook and State of Illinois
do hereby certify the above and foregoing to be a full true and

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Correct Transcript of the Pleadings, Process, Declaration, Pleas,
Appeal Bonds and Bill of Exceptions now on file in my office
together with the Orders and Judgment entered of record in said
Court in a certain suit therein, wherein Frederick M. Baldwin
was Plaintiff and Henry Foreman, Rudolph Foreman, Benjamin
Foreman and Joseph Foreman were Defendants.



In testimony whereof I have hereunto set my
hand and affixed the seal of said Superior
Court at Chicago in said County 160 South
day of February A.D. 1860.

Walter Kimball Clerk

Supreme Court

Rudolph Foreman
Henry Foreman
Benjamin Foreman &
Joseph Foreman

April Term A.D. 1860

Appellants
vs
Frederick M. Baldwin
Appellee

And now before the justice of
the said Court at the Court House in Ottawa, come the said
Appellants by Van Buren & Gary their attorneys and say that in
the record and proceedings aforesaid and in giving the judgment
aforesaid there is manifest error in this to wit

1st The Court erred in admitting improper testimony offered
on the part of said Baldwin appellee

2nd The Court erred in excluding competent and proper
testimony offered on the part of said appellants and in
excluding the witness Adolph Katz

3rd The Court erred in refusing to appellants counsel

the right of cross examining witness Hale
5th The court erred in giving the several in-
structions to the jury asked by said appellee
6th

The court erred in refusing instructions to the
jury which were asked on the part of said appellants
and also in qualifying instructions to the jury asked
on the part of said appellants

7th The court erred in overruling the motion for
a new trial

8th The court gave judgment in favor of appellee
against said appellants whereas by the law of
the land said judgment should have been given
in favor of appellants

Wherefore for the said errors and other errors
in the record and proceedings aforesaid the
said appellants pray that said judgment
may be reversed annulled &c and they restored
to all they have lost by reason thereof, &c

Van Buren Hays
Attys for Appellants,
W K McAllister
of Council

Supreme Court
Henry Thomas
vs
without
appellant

April Term
1860
April 18 1860

Fredrick M Baldwin
appellee

And now comes the said
Fredrick M Baldwin appellee
by Howell & Thomas his attorneys
and says that there is no error either
in the Record and proceedings afore
said or in the giving of the
judgment afore said. Wherefore
he prays that the judgment afore
said may be in all things
affirmed &c

Howell Smith & Thomas
attys for appellee

State of Illinois
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Cook County

Superior Court of Chicago

J. M. Baldwin

vs

Fournans Bros

Record

Filed April 18, 1860
L. Leland
Clerk