

No. 12244

Supreme Court of Illinois

Iglehart

vs.

Jernigan

71641  7

State of Illinois }
County of Cook } SS

Came before the Honorable John M. Wilson
Judge of the Cook County Court of Common Pleas
within and for the County of Cook and State of
Illinois at a regular term of said Cook County Court
of Common Pleas begun and held at the Court
House in the City of Chicago in said County and
State on the first Monday being the fifth day
of February in the Year of Our Lord one thou-
sand eight hundred and fifty five and of the
Independence of the United States the seventh

Present the Hon. John M. Wilson Judge
Casual Tax Stryker Attorney
James Swann Sheriff
Attest. Walter Kimball, Clerk

Be it Remembered, that heretofore, to wit
on the twenty fourth day of June in the Year of
Our Lord One thousand eight hundred and fifty
three Joseph S. Penneyan filed in the office
of the Clerk of the Cook County Court of Com-
mon Pleas a precept for summons in a plea
of trespass on the case on promises, against
Nicholas P. Glehart and Aaron S. Bensen
which said precept is in words and figures as
follows. To wit

Cook County Court of Common Pleas
July Vacation Term, 1853.

Joseph L. Pennehan

Nicholas P. Glehart &
Aaron S. Borren

Amount
Damages \$11,000

The Clerk will issue
a summons in the above cause returnable to
the first day of said term.

Chicago June 24th 1853.

J. L. Pennehan
in proper person

And whereas on said twenty-fourth day of June
in the year aforesaid, a summons issued out of
the office of the Clerk of said Court in said cause,
in words and figures as follows to wit,

State of Illinois }
Cook County } S. S.

The People of the State of Illinois
to the Sheriff of said County Greeting;

We command you, that you summon Nicholas
P. Glehart and Aaron S. Borren if they shall be
found in your County, personally, to be and appear
before the Cook County Court of Common Pleas of
said County, on the first day of the next term thereof
to be holden at the Court House in the City of
Chicago, in said County, on the first Monday
of July next to answer unto Joseph L. Pennehan
in a plea of Trespass on the case on promises to
the damage of the said Plaintiff as he says in the
sum of Ten Thousand & no less, and have you then

and there this writ with an endorsement thereon in what manner
you shall have executed the same.

Witness Walter Kimball, Clerk of our said Court
and the Seal thereof at the City of Chicago in said
County this 24 day of June A.D. 1855.

 Seal

Walter Kimball Clerk

And afterwards, said summons was returned into
the office of the Clerk of said Court, by the Sheriff of said
County, with his Return thereon endorsed in words &
figures as follows, to wit,

"Served by reading to
Nicholas P. Gleason this 24th day of June 1855 a C.
Dowson not found." C. P. Bradley, Sheriff."

And on the said twenty fourth day of June
in the year aforesaid, the said Plaintiff filed
in the office of the Clerk of said Court his
Declaration in said cause, which said declar-
ation is in words and figures as follows to wit,

State of Illinois } Cook County Court of Common
Cook County S.S. } Pleas - July Term 1853.

Joseph L. Ternegan Plaintiff in this suit
complains of Nicholas, P. Iglehart and Aaron S.
Brown defendants, of a Plea of Trespass and
on the case upon promises - For that whereas
said Defendants heretofore to wit on the Eleventh
day of December 1846 at Indianapolis, to wit,
at said County, made their certain Promissory
Note in writing bearing date the day and year
last aforesaid, and thereby under the name and
description of N. P. Iglehart & Co. promised to pay
Four Months after the date thereof to the order
of certain persons doing business under the name
and description of Smith & Vance Twenty nine
hundred eighty six dollars and fifty seven cents,
negotiable and payable at the Branch of Indianapolis
of the State Bank of Indiana, value received,

without any relief whatever from valuation or appraisement Laws - and the said Smith & Vance to whose Order the said Promissory Note was payable, after the making thereof and before the payment thereof, to wit, on the day and year last aforesaid, at the County aforesaid, endorsed the said Note and thereby ordered and appointed the said sum of money to be paid to said Plaintiff, by means whereof the said Defendants then and there became liable to pay to said Plaintiff the sum of money in said Note specified according to the tenor and effect thereof, and being so liable, the said Defendants, in consideration thereof afterwards, to wit, on the day and year last aforesaid, at the County aforesaid, undertook and then and there faithfully, promised said Plaintiff to pay him the said sum of money therein specified, according to the tenor and effect of said Note.

Also For that whereas said Defendants heretofore to wit on the Eleventh day of December 1846 at said County made their certain other promissory Note in writing bearing date the same day and year last aforesaid, whereby, under the name and description of N. F. Tylehart & Co. they promised to pay Six Months after the date thereof to the Order of certain persons doing business under the name and style of Vance & Smith Three thousand three hundred dollars negotiable and payable at the branch at Indianapolis of the State Bank of Indiana, value received, without any relief whatever from valuation or appraisement Laws. And the said Smith & Vance to whose

Order the said Note was payable, after the making of and before the payment of the same, to wit; on the same day and year at said County, indorsed the said Promissory Note and thereby then and there ordered and appointed the said sum of money therein specified to be paid to said Plaintiff. By means whereof the said Defendants became liable to pay to said Plaintiff the said sum of money in said Note specified according to the tenor and effect thereof; and being so liable, said Defendants afterwards on the same day and year at same County, in consideration thereof undertook and then and there faithfully promised said Plaintiff to pay him said sum of money according to the tenor and effect of said Note, And whereas also said Defendants on the day and year last aforesaid, at the County aforesaid, were justly indebted to said Plaintiffs in the sum of Seven thousand Dollars for so much money before that time had and received by said Defendants to and for the use of said Plaintiff and at their special instance and request and to be paid to said Plaintiff by said Defendants whenever they should be thereto requested. And being so indebted said Defendants in consideration thereof afterwards on the same day and year, at said County undertook and then and there faithfully promised said Plaintiff to pay him said sum of money, whenever he should be thereunto requested.

Yet the said Defendants not regarding their promises &c though often requested have not as yet paid the said several sums of money or either of them or any part thereof, but have hitherto

wholly neglected and refused so to do, to damage of Plaintiff Ten Thousand Dollars. Hence he sues.

J. L. Pennegan
in propria persona

Copy of Notes declared on

\$2986. ⁵⁷/₁₀₀

Indianapolis December 11th 1846.

Four Months after date we promise to pay to the Order of Smith & Vance Twenty nine Thousand and eighty six dollars fifty seven Cents negotiable and payable at the branch at Indianapolis of the State Bank of Indiana, Value received, without any relief whatever from Valuation or appraisement Lant.

N. P. Ogleshaft & Co.

Enclosed as follows. Pay Joseph L. Pennegan
Vance & Smith

\$3300.

Indianapolis December 11th 1846

Six Months after date we promise to pay to the Order of Vance & Smith Three thousand three hundred dollars, Cents negotiable and payable at the branch at Indianapolis of the State Bank of Indiana, Value Received, without any relief whatever from Valuation or appraisement Lant.

N. P. Ogleshaft & Co.

Enclosed as follows.

Pay Joseph L. Pennegan
Vance & Smith

And afterwards to wit, on the Fifth day of July
in the Year lastaforemid, A.D. Eighteen hundred
eighty three, the said Defendant Nicholas P
Squirehart, by Samuel V. Lay, & Smith his attorneys
filed in the office of the Clerk of said Court
his Pleas, and affidavit of defense upon the
Merits, in said Cause, which said Pleas and
affidavit, are in Words and Figures as follows
to wit,

Cook County Court of Common Pleas.

Nicholas P. Iglehart implead
with Aaron S. Borren ...

1, *from 1/2 p. 1*
 Joseph L. ^{at}Pernegan ... } And the said Defendant
 Arnold & Lay his Attorneys comes and defends the
 wrong and injury whereof and says that he
 did not undertake and promise in manner & form
 as the said Plaintiff has above thereof complained
 against him. And of this he puts himself on
 the Country

And said Plaintiff doth the like - Arnold & Lay

Print

Attys for Def.

And the said Defendant for a further Plea in
 this behalf by the leave of the Court first had
 and obtained says - actio non. because he says
 that the several supposed causes of action in
 the said Declaration mentioned did not, nor did
 any or either of them accrue to the said Plaintiff
 at any time within five years next before the
 commencement of this suit in manner and
 form as as said Plaintiff has above thereof
 complained against him, the said Defendant.
 and this he the said Defendant is ready to
 verify. Wherefore he prays judgment if the said
 Plaintiff ought to have or maintain his aforesaid
 action thereof against them.

Arnold & Lay

Print

Attys for Def

Nicholas P. Iglehart implead
with Aaron S. Borren ...

Joseph L. ^{at}Pernegan ...

State of Illinois

Cook County

vs.

Cook County Court of Common Pleas.
Nicholas P. Iglehart being duly sworn deposes
and says that he has fully and fairly stated the
case in this Cause to his Counsel in said
Cause, and that he has a good and substantial
defence upon the merits thereof as he is advised
by his said Counsel after such statement
made as aforesaid and verily believes to be true.
Sworn to and subscribed }
this fifth day of July A.D. } W. P. Iglehart.
1853. before me }
W. Kimball - Clerk

And afterwards to wit, on the fifth day of July in
the Year aforesaid, said Plaintiff filed his Demurrer to
said Defendants second Plea - in words as follows
to wit,

Joseph L. Pernegan }
vs } Cook County Court of
Nicholas P. Iglehart et al } Common Pleas.

And said Plaintiff says that said second
Plea is not sufficient in law to bar said
Plaintiff from maintaining his said action and
this he is ready to verify, whereupon he prays
judgment.

J. L. Pernegan
in propria persona

And said Defendant comes and joins in said
Demurrer.

Arnold Say & Son
Attys for Deft.

And afterwards to wit, on the nineteenth day of July, being one of the days of the July vacation term of said Court in the year Eighteen Hundred & fifty three, the following proceeding were had in said cause and entered of Record to wit,

Joseph L. Ternegan

Nicholas P. Iglehart

& Aaron S. Bowen

This day comes the said Plaintiff in proper person, and leave is given him to withdraw his Demurrer to Defendants Pleas, and to file Replication to Defendants second Plea herein, which is thereupon filed. And on motion of said Plaintiff It is ordered that the said defendant Nicholas P. Iglehart file his Rejoinder to said Plaintiffs Replication by tomorrow morning.

Joseph L. Ternegan

Nicholas P. Iglehart

Book County Court of
Common Pleas.

And the said Plaintiff for Replication to said second Plea ^{preclusion} says, that the said Nicholas P. Iglehart was out of the said State of Illinois when said causes of action in said Declaration mentioned accrued and has not during the last Five years next before the commencement of this suit lived and continued to live in the State of Illinois, and this he is ready to verify, wherefore he prays judgment.

J. Young Scammon, Atty for Plt

And thereafter to wit on the sixth^{teenth} day of July
A. D. 1853 the said Defendant filed the following
Demurrer

Joseph L. Iernegan

Nicholas P. Iglehart }
unpleaded with Aaron }
S. Bowen } Book Common Pleas.

And Defendant says that
said Replication is not sufficient in Law and this
he is ready to verify, wherefore he prays judgment,
Arnold Lay

And on the said last day the said Plaintiff
joined therein as follows

And said Plaintiff says that said Replication
is sufficient in law.

J. L. Iernegan - pro p
And afterwards to wit on the Ninth day of November said
day being one of the days of the November Vacation term of said Court
in the year Eighteen Hundred & Fifty three the following proceedings
were had in said Cause & entered of Record to wit,

Joseph L. Iernegan

Nicholas P. Iglehart &
Aaron S. Bowen }

At } This day comes the said
Plaintiff in person and the Defendant Iglehart by
Arnold Lay his Attorneys and the Court after
argument heard on the said Defendants demurrer to
the Plaintiffs replication to the Defendants Plea
filed herein, being now fully advised in the Premises
overrules said Demurrer and leave is given the
said defendant to file Rejoinder.

And on Motion of said Defendant It is
ordered that this Cause be tried by a Jury.

Joseph L. Kerneghan

^(vs.)
Nicholas P. Lglehart &

Adam S. Bowen ...

} Cloompoit.

And now at this day comes the said Plaintiff by Seammun & Mcbagg his Attorneys, and the said Defendant Lglehart by Arnold, Larned and Lay his Attorneys also comes. and moves that this cause be continued to enable said Defendant to obtain the answer of the Plaintiff in this cause to be made to a certain Bill of Discovery filed in this Court for the purpose of proving that the Promissory Notes declared upon in this case were transferred to the Plaintiff after they respectively become due and payable. And thereupon the Plaintiff by his Counsel admitted that the said Promissory Notes were transferred to the Plaintiff after they become due and payable. Whereupon it is Ordered by the Court that such admission be entered of Record, and that the Motion to continue be overruled.

And also to wit on the same day and year last aforesaid the following further proceedings were had in said cause and entered of Record to wit.

And thereafter on said last day the said Defendant filed his rejoinder as follows.

Nicholas P. Iglehart

ats.

Joseph L. Fernegan } And the said Defendant as to the Replication of the said Plaintiff says actio non because he says, that the said Defendant was not out of the State of Illinois when said causes of action in said Declaration mentioned accrued and has during the last five years next before the commencement of this suit lived and continued to live in the State of Illinois And of this he puts himself upon the Country. And the Plaintiff doth the like &c

Arnold V Lay

for Defendant.

And afterwards to wit on the fourth day of October A. D. 1854 being one of the days of the September Term the following proceedings were had and taken

Joseph L. Fernegan

v

Nicholas P. Iglehart &

Arnon S. Bowen ...

This day comes the said Defendant Nicholas P. Iglehart by Arnold, Served & Lay his Attorneys and on his motion founded upon Affidavit filed herein It is ordered that the above entitled suit be continued to the next Term of this Court at the cost of said defendant for this term.

And afterwards, to wit on the twenty second day of February
A D Eighteen hundred fifty five, said day being one of the days
of the February Term of said Court the following proceedings
were had in said Court, and entered of Record in said Court, to wit,

Joseph L. Bernegan
vs
Nicholas P. Iglehart } Ap^{ts}
& Aaron, S. Bowen }

And now comes the said Plaintiff by Leamon
McBagg his Attorneys and the said Defendant
Nicholas P. Iglehart Impleaded with the said
Bowen by Arnold Gained and Say his Attorneys
also comes and issue being joined It is ordered
that a Jury come, and thereupon come a Jury of
good and lawful men to wit, O. D. Rector, E. W.
Brewster, William Wiggins, Moses G. Pratt, H. B.
Hoadley, Joseph Meeker, Thomas Hill, B. F. Hayes,
A. J. Leoville, E. Moore, Alvin Salisbury and
H. L. Smith, who being duly elected tried and
sworn well and truly to try the issue joined as
aforesaid, and after hearing a part of the testimony
adduced the further hearing of this Cause is post-
poned until tomorrow morning, to which time by
consent of said parties the Jury are permitted
to separate.

And on the twenty third day of February
in the year aforesaid, the following proceedings were had &
entered of Record in said Court to wit, —

Joseph L. Bernegan
vs
Nicholas P. Iglehart } Ass^t
& Aaron, S. Bowen } And now again come the

12 paid parties by their said Attorneys and the Jury empannelled in this cause also come and after hearing the testimony adduced the hour of adjournment having thereupon arrived the further hearing of this cause is postponed until tomorrow morning, to which time by consent of said parties the Jury are permitted to separate.

And on the twenty fourth day of February in the Year aforesaid the following proceedings were had in said Cause and entered of Record to wit:

Joseph L. Fennegan
vs
Nicholas P. Igglehart &
Aaron S. Bowen } Asst

And now again come the parties aforesaid by their said Attorneys and the Jury empannelled in this cause also come and after hearing the argument of Counsel and instructions of the Court retire under charge of an officer of the Court to consider of their Verdict and afterwards come into Court and say that the Jury find the issue for the Plaintiff and we assess his damages to the sum of Nine thousand two hundred and twenty three dollars and eighty seven cents.

And thereupon the said Defendant enters his Motion herein for a New Trial in this cause.

And afterwards to wit on the twenty fourth day of March in the Year aforesaid, as yet of the February Term of said Court the following proceedings were had in said Cause and entered of Record to wit:

Joseph L. Fennegan
vs
Nicholas P. Igglehart &
Aaron S. Bowen } App^{ts}

And now again come the

parties aforesaid by their said Attorneys, and the Court after hearing the argument of counsel on said ~~in~~ Defendants Motion for a New Trial in this cause, being fully advised in the Premises overruled said Motion, to which ruling of the Court the said Defendant Iglehart Impleaded as aforesaid, Excepts,

Therefore it is considered that the said Plaintiff do have and recover of the said Defendant Nicholas P. Iglehart, impleaded with said Aaron S. Bowen his damages of Nine thousand two hundred and twenty three dollars and eighty seven cents in form aforesaid by the Jury aforesaid and also his costs and charges by him in this behalf expended and have execution therefor.

And thereupon said Defendant prays an Appeal to the Supreme Court of the State of Illinois, which is allowed by the Court on his filing appeal Bond in the usual conditions, during the sitting of the present term, to be approved by the Judge of this Court.

And afterwards to wit on the thirty first day of March in the year aforesaid as yet of the February Term of said Court the following proceedings were entered of record in said Court to wit,

Joseph L. Innegan	} App ^{ts}
Nicholas P. Iglehart & ^{ut}	
Aaron S. Bowen . . .	

And now again come the said parties by their said Attorneys and by their Agreement It is ordered that the time to file Appeal Bond and Bill of Exceptions in this cause be extended thirty days from this day.

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said parties by their said Attorneys and the Jury empannelled in this cause also come and after hearing the testimony adduced the hour of adjournment having thereupon arrived the further hearing of this cause is postponed until tomorrow morning, to which time by consent of said parties the Jury are permitted to separate.

And on the twenty fourth day of February in the year aforesaid the following proceedings were had in said Cause and entered of Record to wit:

Joseph L. Pernegan
 vs
 Nicholas D. Igglehart &
 Aaron L. Bowen } Atst

And now again come the parties aforesaid by their said Attorneys and the Jury empannelled in this cause also come and after hearing the argument of Counsel and instructions of the Court retire under charge of an officer of the Court to consider of their Verdict and afterwards come into Court and say that the Jury find the issue for the Plaintiff and we assess his damages to the sum of Nine thousand two hundred and twenty three dollars and eighty seven cents.

And thereupon the said Defendant enters his Motion herein for a New Trial in this cause.

And afterwards to wit on the twenty fourth day of March in the year aforesaid, as yet of the February Term of said Court the following proceedings were had in said Cause & entered of Record to wit:

Joseph L. Pernegan
 vs
 Nicholas D. Igglehart &
 Aaron L. Bowen } Atst

And now again come the

parties aforesaid by their said Attorneys, and the Court after hearing the argument of counsel on said ~~in~~ Defendants Motion for a New Trial in this cause, being fully advised in the Premises overruled said Motion, to which ruling of the Court the said Defendant Iglehart Impleaded as aforesaid, Excepts,

Therefore it is considered that the said Plaintiff do have and recover of the said Defendant Nicholas P. Iglehart, impleaded with said Aaron S. Bowen his damages of Nine thousand two hundred and twenty three dollars and eighty seven cents in four aforesaid by the Jury aforesaid and also his costs and charges by him in this behalf expended and have execution therefor.

And thereupon said Defendant prays an Appeal to the Supreme Court of the State of Illinois, which is allowed by the Court on his filing appeal Bond in the usual conditions, during the sitting of the present term, to be approved by the Judge of this Court.

And afterwards to wit on the thirty first day of March in the year aforesaid as yet of the February Term of said Court the following proceedings were entered of record in said Court to wit,

Joseph L. Iruegan

^{vs}
Nicholas P. Iglehart & } App^{ts}
Aaron S. Bowen ... }

And now again come the said parties by their said Attorneys and by their Agreement It is ordered that the time to file Appeal Bond and Bill of Exceptions in this cause be extended thirty days from this day.

And afterwards to wit on the twenty seventh day of April in the Year aforesaid said Defendant Iglehart filed in the office of the Clerk of said his appeal Bond in word & figures as follows to wit

Know all Men by these Presents That we Nicholas P. Iglehart and J. W. Cochran, of the County of Cook and State of Illinois are held and firmly bound unto Joseph L. Fernegan in the penal sum of Twenty thousand dollars current money of the United States for the payment of which well and truly to be made we bind ourselves our heirs executors and administrators jointly, severally and jointly by these presents Witness our hands and seals this 26th day of April A.D. 1855.

The condition of the above obligation is such that whereas the said Joseph L. Fernegan did on the 21th day of March A.D. 1855 in the Cook County Court of Common Pleas in and for the County and State aforesaid recover a Judgment against the above bounden Nicholas P. Iglehart for the sum of Nine thousand two hundred and twenty three dollars and eighty seven cents damages and costs from which said Judgment of the said Cook County Court of Common Pleas the said Nicholas P. Iglehart has prayed for and obtained an Appeal to the Supreme Court of said State.

Now if the said Nicholas P. Iglehart shall duly prosecute his said Appeal with effect and shall moreover pay the amount of the Judgment costs interest and damages rendered and to be rendered against him, in case the said Judgment shall be affirmed in the said Supreme Court, then the above obligation to be void otherwise to remain in full force and virtue.

N. P. Iglehart (Seal)

J. W. Cochran (Seal)

Chicago April 27. 1855.

Approved by me John M. Wilson.

And said Defendant also filed in said Clerk's office on said
twenty-seventh day of April in the year aforesaid his Bill of Ex-
ceptions which said bill of Exceptions is in words & figures as follows
to wit,

State of Illinois }

Cook County } S. S.

Nicholas P. Iglehart
impeached with C. S. Bowen

vs

Joseph L. Iernegan }

Be it Remembered that at the
February Term of the Cook County Court of Common
Pleas held at the Court House in the City of Chicago
in and for the County of Cook on the 22nd day of
February A. D. 1855 before Hon. John M. Wilson
Judge of said Court the aforesaid case between the
said parties as aforesaid came on to be tried by
a Jury of the County of Cook for that purpose
duly empannelled good and lawful men of the said
County. At which day came there as well the
said Plaintiff as the said Defendant by their
respective Attornies aforesaid and the Jurors aforesaid
empannelled, to try said case, being also called, came
and were then and there in due manner chosen
and sworn to try the said case.

And upon the said Trial of said case the
counsel for the said Plaintiff to maintain and prove
the issue on the part of said Plaintiff produced
and offered in evidence two certain writings obligatory,
which were in the words and figures following
that is to say

\$2986 ⁵⁷/₁₀₀

Indianapolis Dec 11th 1846.

18
Four Months after date we promise to pay to the
Order of Smith & Vance Twenty nine hundred and
eighty six dollars fifty seven cents negotiable and
payable at the branch at Indianapolis of the State
Bank of Indiana value received, without any relief
whatever from valuation or appraisement laws

N. P. Sglehart & Co

Endorsed as follows. " Pay Joseph L. Pennehan
Vance & Smith "

\$3300. Indianapolis Decr 11th 1846.

Six Months after date we promise to pay
to the Order of Vance & Smith Three thousand three
hundred dollars & cents negotiable and payable at
the branch at Indianapolis of the State Bank of
Indiana, value received, without any relief whatever
from valuation or appraisement Laws.

N. P. Sglehart & Co

Endorsed as follows. " Pay Joseph L. Pennehan
Vance & Smith "

To the reading of which said two Notes in evidence
or of either of them the said Counsel for the Defts
did then and there object, and the Court overruled
said objection and permitted the said Notes and each of
them to be read in evidence on the part of the
Plaintiff to which said opinion and decision of the
said Judge the Counsel for the Defendants then
and there accepted

The Counsel for the Plaintiff further to maintain
and prove the issue on his part called Calvin
Fletcher who being sworn testified as follows

I am acquainted with the handwriting of

Nicholas P. Iglehart the Defendant. The above described Notes were then shown to the witness who further stated that the signature of Nicholas P. Iglehart & Co. thereon was in the handwriting of the said N. P. Iglehart the Defendant. That he was acquainted with the handwriting of Thomas M. Smith and Thomas M. Vance and that the signature of Smith & Vance on said Notes was in the handwriting of the said Vance.

The counsel for the Plaintiff then called Abraham H. Van Buren who being sworn testified as follows viz^t

I have resided in Chicago since Oct 1854, came from Cincinnati resided there since 1845, till I came here. I am acquainted with N. P. Iglehart the Defendant. Have known him since 1847. He resided in Cincinnati when I last saw him which was about the 1st of January 1851. In 1850 and 1851 said Iglehart was a resident of Cincinnati. He had resided there from 1845 or about that time, to 1851.

The said Witness upon his Cross Examination further testified as follows.

From 1845 to 1851 Iglehart the Defendant was in quite extensive business in Cincinnati. He was in the Produce and pork packing Commission business up to 1847. He was unsuccessful in his business. I don't know that he failed in it exactly. He subsequently in 1847-1848 went into the mill milling business and manufacturing corn. After this in 1849 he was in the Banking business. I don't know whether he failed in the Banking business or.

not, I should think he did. I don't know under what circumstances he failed. From 1845 to 1847 he was a Pork Packer - he went into the Milling business between 1847 and 1849 - He was a partner in interest in the Union Mills, a large & flourishing establishment. There was no larger establishment of the kind, to my knowledge, in Cincinnati, I understood that large amounts of corn and meal were shipped to Europe at that time from that mill - After 1849 he was in the Banking business.

The counsel for the Plaintiff then called William H. Myrick who being sworn testified as follows viz^{to}

I first saw Iglehart in Chicago two years ago last Spring. I understood that he came from Cincinnati to Chicago - He passed by the name of N. P. Iglehart - I don't know that he was trying to escape notice - He used to go a gunning pretty often, He was employed in the rendering factory of Mr. Johnson. He acted as Agent or Clerk of Johnsons Factory on the Lake shore.

The said Witness upon his Cross Examination further testified as follows, viz,

Iglehart had I should think complete control and management of the works in the absence of Johnson - I knew of his sometimes writing his name with the I. in the Iglehart in small letters so as to read Piglehart - He passed by the name of N. P. Iglehart and wrote deeds and signed

Mortgages of property by that name about the time of which I have been speaking.

These Deeds went upon Record.

The Counsel for the Plaintiff here rested his cause.

The Counsel for the Defendant to maintain and prove the issue on his part produced and offered in evidence the deposition of Thomas H. Sharpe but to the reading of the same the said Counsel for the Plaintiff did then and there object and the Court overruled ^{refused to exclude the whole of} said objection and ~~permitted~~ the said deposition to be read in evidence on the part of the Plaintiff. To which said decision of the Court the Counsel for the said Plaintiffs did then and there except.

The Counsel for the Defendant then read the deposition of the said Thomas H. Sharpe so far as the same is responsive to the Direct Interrogatories proposed to said Sharpe, which part of said Deposition is as follows.

Interrogatory First.

What is your name age and place of residence and occupation and are you acquainted with the parties to this suit, or either of them and if so how long?

Answer.

My name is Thomas H. Sharpe, my place of residence is Indianapolis, my occupation is Cashier of the Indianapolis Branch of the State Bank of Indiana I am forty six years of age. I am acquainted

with the parties to this suit, with the Plaintiffs about Twenty years, and I made the acquaintance of the Defendant about the year 1846

Interrogatory Second

What was your residence and occupation during the years 1846, 1847 and 1848, and in what capacity, if any, did you act, during said years or any of them.

Answer.

My residence was the same as at present at Indianapolis during said years and I acted in the capacity of Cashier of the said Indianapolis Branch of the State Bank of Indiana during said years

Interrogatory Third

If in answer to foregoing Interrogatories you state that you were acting Cashier, State of what Bank you were acting Cashier³, and state all you know in relation to two certain Drafts or Bills of Exchange drawn by the Caspards on Cruse & Lippincott, and accepted by them, one for the sum of \$6666.66 dated January 5. 1846 and due from 5 to 8 June 1846, and the other dated January 5 1846 for the sum of \$6666.67 and due 6 to 8 July 1846, and whether said Drafts were discounted at said Bank, and if so, by whom, for whom, whether protested or not, by whom owned, what has become of the said Drafts, and where are they now?

Answer.

I was acting Cashier of the Indianapolis Branch of the State Bank of Indiana as aforesaid. We had no Bills, such as described drawn by Caspards on Cruse & Lippincott, but we had two Bills drawn by N. P. Sglehart & Co. on Cruse & Lippincott

of Baltimore, payable to the Order of N. P. Iglehart and by him indorsed and also indorsed by Vance & Smith both dated January 5. 1846 one at five months for \$6,666.66 due June 5 and 8. 1846 and the other due at six months for \$6,666.67 due July 5 & 8. 1846 payable at Baltimore & dated at Cincinnati. The Bills I have just described, were reported by Calvin Fletcher then President of our Bank as having been purchased by him in Cincinnati at about the time of their date for the benefit of this Bank and thereby became the property of this Bank. I was not present at the purchase of said Bills - and never saw them until they were reported to the Bank in the shape I have described them, at which time the purchase was approved by the Board of Directors. At maturity said Bills were protested for nonpayment. I am certain that the one maturing in June was protested, but am not certain that the one maturing in July was protested, said Bills were afterwards paid off or arranged by the Paper described in my answer to the fourth Interrogatory. I don't know where the Bills now are.

Interrogatory Fourth.

State whether the said Drafts above referred to were paid at maturity, and if not what was done with them and how were they arranged?

Answer.

They were not paid in cash at maturity but were arranged by several Bills as follows to wit.

One dated July 8. 1846 at 90 days for \$818.41 Cts.

One dated July 8. 1846 at four months for \$1000.00

One dated July 8. 1846 at five months for \$1500.00

One dated July 8. 1846 at Six months for \$1500.00
 One dated July 8. 1846 at Seven months for \$1000.00
 One dated July 8. 1846 at Eight months for \$1166.00
 which six last named Bills were all drawn by
 N. P. Iglehart & Co. to the order of N. P. Iglehart
 & by him indorsed & also indorsed by Vance & Smith
 and accepted by Crouse & Lippincott upon whom they
 were drawn payable at the Western Bank of
 Baltimore.

Also seven other Bills as follows to wit
 One dated June 25. 1846 at four months for \$466.39
 One dated July 7. 1846 at Six months for \$750.00
 One dated July 7. 1846 at seven " " \$800.00
 One " " 7. 1846 at eight " " \$850.00
 One " " 7. 1846 at nine " " \$950.00
 One " " 7. 1846 at ten " " \$1000.00
 One " " 7. 1846 at Eleven " " \$816.66

These seven last described Bills were drawn by
 Crouse & Lippincott to the Order of Vance & Smith
 and by them indorsed and accepted by N. P. Iglehart
 & Co., upon whom they were drawn, payable at
 Cincinnati; And also three other Bills as follows

One dated July 7. 1846 at Six months for \$500.00
 One " " 7. 1846 at Eight do for 500.00
 One " " 7. 1846 at ten do for 500.00

Which last Bills were drawn by N. P. Iglehart & Co.
 to the order of Crouse & Lippincott and by them
 indorsed and also indorsed by Vance & Smith and
 accepted by John Little Inc. payable at Pittsburgh
 and in addition to which there may have been
 some small sum paid by Check or otherwise

Interrogatory Fifth.

State whether or not any other drafts or papers

were substituted for the said two Drafts above referred to and if so describe said Drafts or papers so substituted, by whom drawn, when payable, to whose Order, and all you know in relation to them, and whether any other paper was substituted for said substituted paper (if done) and what paper, describe it, the nature of it, by whom such paper was owned and give a full and complete relation of your knowledge of the said two Drafts, and any paper or papers, notes or drafts, substituted therefor, and a full history of the whole transaction, with your means of knowledge.

Answer,

The papers substituted for said two drafts are fully described in my answer to the fourth Interrogatory, the following described of the aforesaid substituted Notes were taken up by Vance & Smith indorsers thereon after they had been first protested for nonpayment to wit.

The Bill dated July 7, 1846 at 7 months for \$800.00

Do, Do at 8 " " 850.00

" " " 9 " " 950.00

" " " 10 " " 1000.00

" " " 11 " " 816.66

All of the last aforesaid Bills being drawn by Lewis & Lippincott on N. P. Sglehart & Co, and by them accepted in favor of said Vance & Smith

And also the following described Bills to wit—

The Bill dated July 7, 1846 at 8 months for \$500.00

Do, do at 10 do, 500.00

being two of the Bills mentioned in my answer to the fourth Interrogatory accepted by John Little Jr.

The foregoing seven bills last above mentioned

after they were protested as abovesaid were negotiated by the Bank to Vance & Smith, they executing their own Notes therefor to the Bank secured by Mortgages on Real Estate to the satisfaction and acceptance of the Bank, and said seven bills were thereupon delivered to Vance & Smith as their property.

The acceptance of N. P. Iglehart & Co. dated June 25. 1846 for \$466.39 was paid at maturity or about that time by N. P. Iglehart

The acceptance of N. P. Iglehart & Co. for \$750 was renewed or extended by two acceptances of N. P. Iglehart & Co. drawn by N. P. Iglehart in favour of Vance & Smith, and by them indorsed for \$375.00 each dated January 9. 1847, one at 45 days and the other at 75 days, both of which were protested at maturity for nonpayment. Both of these last mentioned Bills were negotiated to Vance & Smith and delivered to them as their property in the same manner as the seven bills above mentioned after they had been protested.

The seven acceptances by Bruce & Lippincott were extended or renewed by the following paper to wit,

N. P. Iglehart & Co. acceptance in favor of J. H. Sharpe, Cashier, drawn by Vance & Smith dated December 11. 1846. at 2 months for	\$225.30
One at Three Months same parties	301.66
" 4 " " "	331.84

And by Two Notes made by N. P. Iglehart & Co. and indorsed by Vance & Smith one dated December 11. 1846 at 4 months for \$2986.57

And the other 6 months same date & parties 3300.00

These three last mentioned Bills and two Notes were negotiated and delivered to Vance & Smith in manner aforesaid.

The last aforesaid three Bills were made payable at Cincinnati and the two Notes were made payable at Indianapolis.

My means of knowledge are, memory, and the Books of the Bank. The transactions, subsequent to the two first Bills were all had with me, together with the other officers of the Bank.

Interrogatory Sixth

Look upon the copies of the Notes and drafts, produced on in this suit, and state whether you had any such notes or similar paper at any time, and if so when in your Bank, under what circumstances the same were executed (if you know) & the history of said paper, by whom owned, whether substituted for any paper, notes or draft, and if so for what paper, notes or drafts, and when and under what circumstances, and what connection, if any, did they have to the two Original drafts mentioned in 2nd Interrogatory?

Answer

The question is fully answered in my answer to the fifth Interrogatory.

Seventh Interrogatory.

Attach to your deposition (if you can) copies of the said Original Drafts, and all the papers substituted therefor (if you answer that any paper was so substituted) and give (if you have not already done so) a full history and statement of the said two original Drafts and the paper substituted therefor?

26) Answer,

It is not in my power to give such copies but I have given a full history of the original paper and the papers substituted therefor, in my answers to previous interrogatories herein.

The counsel for the Plaintiff then read the Cross Interrogatories propounded to said Sharpe and the answers of said Sharpe to the same as follows

1st Cross Interrogatory.

At in answer to the fourth direct Interrogatory you have stated anything in reference to the way in which said two drafts therein referred to were arranged, state at whose request said arrangement was made?

Answer.

The arrangement was made at the request of N. P. Iglehart, of the firm of Iglehart & Co., first before the June Bill went to protest, and afterwards after the June Bill was protested Mr Lippincott of the firm of Cruise & Lippincott of Baltimore came to Bank and likewise urged a renewal and extension of the paper, and for that purpose urged that an Agent of the Bank should accompany him to Cincinnati where Mr. Iglehart resided, Smith & Vance also urged such extensions.

2nd Cross Interrogatory.

At you state that any arrangement was made at the request of Mr. Iglehart, state also the representations made by him at that time in reference to said Drafts, or said arrangement.

Answer.

Iglehart wrote letters to the Bank on the subject of renewal of the Drafts, before the June Bill went to protest. Besides these letters Iglehart had several set interviews with the Bank Directors and Bank Officers, in which he urged the extension of the paper. He urged the matter because he said if it were not done the paper would go to protest and the credit of the house of House & Lippincott, at Baltimore would be prostituted, and that of his own house in Cincinnati injured. Said that if the June Bill were extended, he would have stock at the house of C. D. L. by the time the July Bill matured, and that all the new paper would be met. He spoke of and urged the renewals as if the indebtedness was his own or his own and House & Lippincott, and as if he expected. He never once spoke of or intimated that he was only an accommodation indorser for Vance & Smith. But Vance & Smith in speaking of and urging the renewals did it, in the presence of Iglehart, and when said Iglehart was not present, on the grounds that it would the better enable Iglehart to make the payments, and more certainly insure it, and Iglehart urged it on the same grounds - these matters occurred about the last of May & first of June 1846, before the June Bill went to protest.

3rd Cross Interrogatory.

State whether these representations were made before or after said Bills matured, and when they were made, and where Iglehart was living at that time.

Answer.

The representations above named, and the letters were made and written before the June Bill matured as abovesaid. Iglehart then resided at Cincinnati, but was out at Indianapolis for the purpose of getting an extension of the paper as above stated.

4th Cross Interrogatory.

If Mr. Iglehart, at that time made any representations or statements relative to the consideration of said Bills or either of them, state fully what he represented or stated relative thereto.

Answer.

I cannot that Iglehart made any representations further than I have already answered.

5th Cross Interrogatory.

If Mr. Iglehart stated at that time any reason why said Bills were not paid, or why they would not be paid at maturity, state fully what reason he gave.

Answer.

Iglehart represented that N. P. Iglehart & Co. had forwarded consignments to Bruise & Lippincott which had not yet been sold, because N. P. Iglehart & Co. were not willing to sell at their then prices, or that sales could not then be effected but that if renewals were given, they would undoubtedly be met.

6th Cross Interrogatory.

State whether the several Drafts mentioned in the sixth direct Interrogatory, and copies of which are appended were duly protested for nonpayment and if so, whether Notice of protest was given to the indorser or indorsers thereof.

Answer.

All the paper mentioned in the 6th direct Interrogatory, Copies of which are thereto appended were duly protested for nonpayment and notice thereof regularly given to the drawers and indorsers.

7th Cross Interrogatory

State as fully and particularly as you can all that you know (that you have not previously stated) either of your own knowledge or from conversation with Mr. Iglehart relative to the consideration of said Original Drafts, the trade or transaction out of which the same grew. Vauco & Smith's connection with or indorsement for them, and the Original liability of the several parties to the same.

Answer.

I cannot answer anything to this Interrogatory that I have not already stated to other Interrogatories.

8th Cross Interrogatory

State if you can the consideration of said several Drafts and Notes, Copies of which are appended to the direct interrogatories heretofore on this examination propounded to you.

Answer.

I have already given a history of the paper of the parties in my answer to the 5th Interrogatory propounded by deft. and have nothing further to add on that subject.

9th Cross Interrogatory.

Do you know of any other matter or thing of benefit or advantage to the Plaintiffs in this suit, if so, state the same as fully and particularly as if you were here specially interrogated relative thereto.

Answer.

Mr. Lippincott came out to the Bank in June after the June Bill was protested, and at his solicitation & that of the other parties to the original Bills, I as Agent of the Bank went with him and Vance to Vincinatti where Iglehart still resided, to affect, if possible an arrangement that might suit the parties to the paper, and such an arrangement was made between myself as such Agent and Iglehart & Lippincott, and Vance, and the paper was then given which is described in my answer to original Interrogatory. Mr. Iglehart was also at that time anxious and urged the extension and renewal of the paper, as it was finally given, upon the most positive assurance that it would all be met at maturity and then also spoke of the matter in no other light than as a debt of his own, or his own and Bruce & Lippincott, and to be by him met, and never once intimated that he or his house were mere accommodation indorsers. And the whole arrangement was made or spoken of by Iglehart, Lippincott & Vance, with a view, the better to enable Iglehart & Co. or Iglehart & Co. and Bruce & Lippincott to meet said paper, and the more certainly to pay the same.

N. J. Iglehart wrote a number of Letters in reference to the arrangement of the June & July Bills, both before the June Bill matured, and after it was protested, copies of which are as follows to wit

" Vincinatti 25th May 1846,

Messrs Vance & Smith
Indianapolis

Gents, Your valued favor of the 21st is

duly at hand, and we thank you for your promptness. We have concluded it would be best for our N. P. I. to visit your city and he expects to start so as to be with you on Friday next. Will you be kind enough to give our respects to Mr. Fletcher and state the substance of this - Deferring any further details until we meet, We are Gents

Yours truly

N. P. Iglehart Esq.

"Washington Hall"

Indianapolis

No 2

Calvin Fletcher Esq.

President

Dr. Sir, Your favor of this date was handed me this day. I have conversed with the parties interested and they will not consent to the propositions as contained in your note. Believing as I do that my full details and proposals of this morning - ought to be satisfactory I still hope and trust to find your Board agreeing with me for once - Soliciting as a personal favor to me, as early a conclusion as possible.

I am yours truly

Jan 2. 1846.

N. P. Iglehart.

No 3

To the Directors Branch Bank.

Gentlemen

I have received your last conclusions in reference to my very anxious offers to adjust the matters talked of so long, I have but to say in conclusion that by aiding as proposed you would have saved yourself & me much trouble. If

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it is any consolation to you, I will remind you, that you have but yourselves to blame in the matter. The Bills due on 5/8 inst for reasons explained this morning will be returned. Wishing you all suitable thanks for the handsome manner I have been treated, only four days among you, offering everything that ought to have been asked.

I am with due respect

Yours N. P. Sylehart.

3 1/2 o'clock 2 Jan/45.

To the Directors Branch Bank
Indianapolis

Gents - Having already given you so much trouble, within a few days past, you will readily believe me when I say, that the present attempt at another audience adds greatly to my mortification, and I may say humiliation, but feeling I trust in its full force the value of a commercial promptness & reputation I essay to make one more effort to get a little indulgence on the sums now ready to mature and due your Bank and for which my House are liable as drawers. It is unnecessary to allude to the well known fact of a general commercial & financial embarrassment in all the Chief Cities East West & South - Nor to the probable losses which will likely ensue to most traders by forced sales or otherwise, Nor to the advantages under such trying circumstances of an untarnished credit to all engaged in business or to the untold disadvantages to all concerned, of the first inability to meet promptly all engagements, these things are well known by the community at large and by the managers of monetary

Institutions in particular. Gentlemen to avoid any of the ill effects of the times, and to retain all the advantages which the credit of our Correspondents East (and what we ourselves are fairly entitled to) will give us, we are willing and extremely anxious to this day adjust on some mutual terms a Plan of extension of the payments due $\frac{5}{8}$ inst - for some \$8,300 - with the assurance if this is done without our friends East being injured in reputation, that I have no hesitation in saying (from the arrangements which are making and which shall be made) that this July payment shall be promptly met - and that you shall have no cause for complaint hereafter, nor shall we again weary your patience, as I know I have been the means of doing, during my present visit. Throwing aside all previous attempts at getting additional security to the extent desired by the Bank. I entreat you to hear me now, and receive such as we can give in person, and what we can procure from others.

You have now with Smith & Vance security \$8300.00
Take from us 3 Drafts on C & Lippincott @ 4.5 and 6 months for \$4000.

"	Acceptance on	Pittsburg	@ 60 days	1050.
"	our do	"	bineratti " 20 "	500.
"	do	do	do " 40 "	500.
"	do	do	do " 60 "	1,000
"	do	do	do " 90 "	1,000

And one at 10 days sight for difference of Exchange & interest on all of these. Smith & Vance will be Endorsers and Mr. H. Bates will give you a mortgage on certain Lands, now nominally held by Mr. Vance & I will place in your hands the matured Draft

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for \$4500. and will leave acceptance of briso & L. for \$3000, both of the latter being as collateral. I can vouch for it, that beyond all doubt all of these Drafts will be paid. Without attempting to interfere in your affairs or even in the remotest degree to intimate your want of sagacity to see your own interests in all things. Still let me state one other fact. I have told the parties East that they need make no calculation to pay the amount due 5/8 inst. that we should permit it in time and Gentlemen I was prompted to do this supposing I should have no great difficulty in getting you to extend it and now we have barely time, from this City to get it on. Its failing to arrive in season would cause a protest, Not because the parties are not good but from the great scarcity of money, and the impossibility, of a sudden, to raise any important sum. Glancing for a moment at the last alternative, should it happen the acceptors are greatly injured in credit the drawers are also affected (the indorsers you know best about) and to the full extent that the parties to the Bill are injured to that extent, at least, are they disabled from promptly making good the Bill. In the face of these results I call on you to hesitate before you throw aside an offer now made in good faith, and one, if acceded to, will cause us much mortification and trouble, and an offer in which you are interested in no small degree. If you refuse these propositions, there is no probability or even possibility of your getting your money as soon, and having no motive, I cannot imagine at the last hour, that you will inflict a grievous & undeserved injury on our House and

our friends. I must start for home to night, and if anything is done it must be done to day - Trusting you will review the whole premises.

I am, Yours truly

N. P. Iglehart

for N. P. I. & Co

A. B. This is written without the knowledge of any one here, and I desire now (all other attempts having failed) to adjust this in person, And one word more when I thought of sending on the \$4000 last night it was with the understanding & belief (in my own mind) that to day we could, on some terms negotiate for all, and now let us do it amicably and smooth. Dont drive me to the Wall, but rather seeing my disposition to do all I can, (even at the risk of assuming a humiliating position) take me by the hand "while it is yet to day with us."

N. P. I.

Indianapolis June 2nd /46

At 5.

Cincinnati 5th June 1846.

Calvin Fletcher Esq

Indianapolis.

Dr Sir, The Writer returned home to day & finds from letters here from Baltimore, the increased difficulty of raising funds there, and the heavy payments for this month, We have suggested to a friend of ours in Baltimore to hold the Drafts there, for a few days, (if they are protested) which we presume for full reasons given you orally and in writing, they will be) and we now wish to know, what amount you will promptly give us on their acceptances, and let us brush up this matter

at once, We are satisfied, that, had you given us the sum asked for they would have gone through without a suspicion of dishonor; but this will now perhaps cause them much trouble - and (a temporary at least) increased difficulty. Let us know on receipt of this, if we can expect the whole, and we will forward the papers. On your promptness, in hushing this up, promptly, depends the prompt meeting of the next ones, the Writer travelled with your son and left him well at Madison. Please reply promptly. We have not written to Messrs Smith & Vance.

Yours truly in haste
N. P. Sglehart & Co.

No 6.

Cincinnati 13th June 1846
Calvin Fletcher Esq. President.
Indianapolis

Dear Sir, Your favor of the 8th is duly at hand. We learn to day that the Express & L. draft was returned. In fact we could expect nothing else, and already, it is known, in this City, much to their injury. We were frank & honest in our communications to you, while at Indianapolis, and meeting our propositions on your part, would have saved their credit & helped you and all concerned. This is our opinion now as it was then. You accuse the Writer of not holding on to his "usual coolness & good temper" and refer for proof to his last Note to your Board, to which he pleads guilty, and pleads in extenuation, that he considered your last Note, as a bar to all other propositions, and a failure of success in the object of his visit, being at the last moment apparent,

It was rather more than ordinary "flesh & blood" could stand in view of the results, which he was aware would & must follow. We have no home indorsers and cannot, we presume (in the present ticklish state of the credit of all produce men) give such home paper, as you desire. We write now to acknowledge yours, and as soon as we have time to consult our Mr. Bowen (who is now absent for a few days) we will write again and say what we can do in the matter.

Yours truly,

N. P. Sglehart.

St. Y

Cincinnati 20 June 1846.

Mr. Thomas H. Sharpe
Cashier Indianapolis.

Dear Sir!

We have had a joint interview with your Mr. Fletcher & Mr. L. Fletcher of this City and we have after full, and we trust, satisfactory explanations (of all the bearings of our present liabilities to you, as parties to Messrs. Lewis & Lippincott's acceptances) secured their influence in our behalf to an arrangement for the final settlement of the two acceptances alluded to. It is understood that the settlement now proposed, contemplates both Drafts, We have to Messrs. Vance & Smith in full, and we guarantee the performance by them, of the drafts specified. viz^t. In our proposition, we have included \$1500 acceptance of Pittsburg, which your Mr. Fletcher is assured is first rate. In addition we guarantee Mr. Vance will procure you a lien on the Land proffered on a previous occasion, and Mr. Smith will

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furnish at a fair and liberal valuation a Lien on property to the value of \$1500. This arrangement by retiring the drafts, from Baltimore and stopping all proceedings, and a helping hand from you, stating that your claim is settled satisfactorily, will so restore their credit in Baltimore that their friends have agreed to see them through, and without it they must fall, beyond hope of redemption. The Lafayette Bank and Mechanics & Traders Bank of our City have aided in what paper they hold, and are satisfied, if yours is arranged, the main difficulty is removed. Your President conversed on the subject (as we learn) at the Lafayette Bank, and Mr Carlisle assured Mr Lippincott, who is here, that enough had been told your President, to satisfy your Board, of the still favorable opinion, they, (the Lafayette) had, of the house of B. & L. and of the importance of your Bank aiding in the restoration of their credit. In these propositions annexed we assume to pay here, say \$4000, this is the outside we can do. and the other \$7000, we have deemed best to have payable at Lawrenceberg, (this was named to Mr Fletcher of our City and met his approbation - and none of their acceptances are to be deposited for collection only one at a time, and then, say a few weeks previous to maturity. The object of this to you must be manifest, by retiring the paper & strengthening our credit, You can in no case lose by it and we will be benefited & your Bank at home is as safe as depositing of your Bills Receivable as any foreign Institution. We think from our letters to the Indorsers, that no objection will be made to carry out their part, And we look for a speedy settlement, and withdrawal of the two Drafts

now at the Western Bank of Baltimore - This is our proposition - You retain the protested Drafts as holding the names of Cruise & L., and give up the one due 6/8 July to us, and we furnish you our acceptances dated at the time the negotiation is completed by us

At 4 months to order of Smith & Vance for \$1000.

do 5 " " do " 1250.

" 7 " " do " 1600

" 8 " " do " 1750

" 6 " Acceptance of J. Little Jr. drawn 5600.

by us to order as above \$1500 \$7100

The above for Draft now protested

At 4 months acceptance of C. & S. payable at Lawrenceburg, drawn by us to order of Smith & Vance for \$2000.

" 7 do do 2300

" 8 do do 2750 \$7050

We allow you expenses incurred in going East and interest off of the above Drafts and 6 per cent per annum, added on the return Drafts 1 ³/₄ per cent premium, (the rate we paid Banks here) and 1 per cent exchange on drafts deferred, payable here and Lawrenceburg.

The difference you pay us, and for our accommodation these dull times to be placed to the credit side a goodwill a/c opened between us. You discount for us acceptance of John Little Jr. @ 90 days for \$1000 indorsed as above. As the paper is undoubted, as Mr Fletcher of our City testifies from inquiry.

Pittsburg is a specie paying point and you may charge us interest and exchange on it. This last as a mark of your esteem for us, and we suggest it as being the most conclusive manner of showing it to us. Waiting your early reply. We are yours

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truly in haste

N. P. Sglehart Esq

We spoke of a little shorter time to your Mr Fletcher, but a full and lengthy interview with Mr Lippincott since, this is as short as it could be met, and not desiring to give you future trouble we here ask it as stated above.

N. P. Sglehart

Op. 8.

Cincinnati 20. June 1846.

Messrs Vance & Smith

Gents.

Your valued favor of the 17th inst. came duly to hand this morning, and we had scarcely perused it ere our friend President Fletcher honored us with his presence. We were both astonished & pleased to see him face to face once more. And we were particularly gratified to find him even at the last moment disposed to throw aside all allusion to former fruitless Indianapolis efforts and, to meet us as a Merchant & a man of business, and to do him credit, we must say, he talked like a man. We have spent a great part of the day in his company, and that of his friend Mr. Fletcher of our city. and we will owe no little of our final success in the proposed arrangement to the gentlemanly advice of the latter Gentleman. To be as brief as possible we will say that after a long siege of negotiations, we have the two Mr. Fletcher's best efforts with your Board for a settlement of the two drafts, upon these conditions. Our acceptances payable here @ from 4 to 8 months, for the 1st draft, less \$1500 of an acceptance of a good Pittsburgh House, & the other to be renewed at once, at about 6 mos payable

West, with this understanding, that we guaranteed, you would, that is Mr. Vance would put in the Land offered on a previous occasion, and that Mr. Smith would put in as security something to the value of our additional security, say, \$1500. The benefits of this arrangement are these in part. The Bank has already commenced suit on Cruise & Co. This fact with a protest and the heavy losses they have sustained, of some \$20,000 in bad debts principally, will kill them effectually in a few weeks, if it is not stopped, and not only injure us, but be a blow they could not survive. But on the other hand the Banks here have agreed to aid, if the Indianapolis Bank is paid, (We have told our Banks about it) and the Banks East have agreed to see them thro', if their two Drafts are taken out of Baltimore & kept out, and provided your Bank writes to Baltimore that a satisfactory arrangement has been made. Mr. Lippincott is now here (He was here at the time the Writer was with you but returned, and has now just come back again) to know whether they must shut up, or whether the arrangement could be made. Having about completed the arrangement (or rather, as above stated, secured the Cooperation of the two Messrs. Fletchers) we have just finished a letter to Mr. Cruise with the consent of his partner, which insures the House going on & also insures to all reasonable ends, the final payment of their Drafts, provided you carry out what we have guaranteed you would & what we doubt not you will, and what we know is to your interest to aid us in. We feel already much relieved at the prospect, and long to see it settled to gain these ends and

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maintain an "honorable peace"; we here drop all harsh remarks for the future on actions & motives of the "Body Corporate" or the body homo, or in the dialect of the day, our tongue shall from this day forth hold "a masterly inactivity" on the previous acts of the President, Directors &c of the aforesaid Bank. While we adopt this course, let us urge you & your friends, so far as this matter is concerned, at least to a similar course, remembering that "to err is human to forgive Divine" giving a strong intimation that it is inhuman to not forgive! We shall write the Bank in detail and refer you to the letter. We shall address a few lines to our friend A. H. I. requesting a cessation of further hostilities. With our best respects to Mr Bates and a desire to hear from you speedily

We are Yours truly in haste

S. P. Iglehart &c.

The paper was given at Cincinnati as already stated and as set forth in my answer to direct Interrogatory No. 5, the Bank declining to take the paper in the shape named in Iglehart &c's letter of the 20th June 1846 to "Mr. Thomas H. Sharpe Cashier". I am acquainted with the handwriting of Nicholas P. Iglehart, and all the letters of which the foregoing are copies are in his handwriting.

Th. H. Sharpe.

43, The Defendants Counsel objected to the reading of the following portion of the answer of said Sharpe to the 2nd Cross Interrogatory, to wit the words 'as if the indebtedness was his own or his own and Cruse & Lippincotts and as if he expected. He never once spoke of or intimated that he was only an accommodation indorser for Vance & Smith'. And also the words "and when said Iglehart was not present". Which objection was sustained by the Judge and the said portion of the said Answer above set forth was rejected as inadmissible to which opinion and decision of the said Judge the said Counsel for the Plaintiff did then and there except.

The Defendants Counsel objected to the reading of the following portion of the Answer of said Sharpe to the 9th Cross Interrogatory to wit the words "And then also spoke of the matter in no other light than as 'a debt of his own, or his own and Cruse & Lippincotts' and to be by him met, and never once intimated that he or his house were mere accommodation indorsers. And the whole arrangement was made and spoken of by Iglehart, Lippincott & Vance with a view, the better to enable Iglehart & Co. or Iglehart & Co. and Cruse & Lippincott to meet said paper and more certainly to pay the same". And the Court overruled the said objection as to the following part of said Answer, to wit, the words "And the whole arrangement was made and spoken of by Iglehart Lippincott & Vance, with a view, the better to enable Iglehart & Co. or Iglehart & Co. and Lippincott & Cruse to meet said paper and more certainly to pay the same". To which opinion and decision of the said Judge the

we cannot

(5)

44 / said counsel for the Defendant did then and there except.

The Counsel for the Defendant then offered to read in Evidence the Deposition of Richard M. Corwin but to the reading of the same the said Counsel for the Plaintiff did then and there object, and the Judge overruled said objection and refused to exclude the whole deposition. To which opinion and decision of the said Judge the said Counsel for the Plaintiffs did then and there except.

The Counsel for the Defendant then read in Evidence the 1st, 2nd & 3rd Interrogatories to the said Corwin and the answers thereto, which said 1st 2nd & 3rd Interrogatories and Answers are as follows.

First Interrogatory.

What is your age name residence and occupation and do you know the parties Plaintiff and Defendant in this suit, and how long have you known them or either of them.

Answer.

I am forty years of age, my name is Richard M. Corwin, and I am a practising Attorney at Law at the City of Cincinnati, Ohio. I know Vance & Smith, Plaintiffs, and Nicholas P. Iglehart the defendant. I have known all for some years, but the latter the longest.

2nd Interrogatory.

Were you the attorney for the said Plaintiffs, the present Plaintiffs in the year 1847 and do you know and if so, state in what business the said Plaintiffs were engaged in the fall and winter of 1845 and

45 1846 and where.

Answer.

I was one of the Attorneys of the Plaintiff when they commenced a suit against the Cassards of Baltimore to recover the balance due on a lot of hogs sold to the latter by the former but I do not recollect the year in which the suit was commenced I did not know the Plaintiffs or their business in 1845 or 1846 but have heard they drove hogs to Cincinnati for sale.

3rd Interrogatory,

Are you acquainted with the Defendant Nicholas P. Aglehart, and if so, for how long, and in what business was he engaged during the Winter of 1845 & 1846 and in what capacity did you act for him, if any at that time and subsequently.

Answer.

I have already stated that I am acquainted with Nicholas P. Aglehart I have known him some thirteen or fifteen years. I believe he was engaged in the fall of 1845-46 in packing Pork for others on commission. At least that was understood to be his business by all who knew him. He carried it on in the City of Cincinnati. He was likewise as a commission and forwarding Merchant. I was his Attorney & Counselor at that time, and continued to serve him in that capacity during all the time he remained at Cincinnati and to some extent since.

The Counsel for the Defendant then read the fourth Direct Interrogatory to said Corwine as follows

4th Interrogatory. State all you know of your own

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knowledge or derived from said Plaintiffs in reference to a Sale of Hogs made by them to the Messrs Capards and Bruce & Lippincott of Baltimore, State of Maryland through the said Iglehart in the winter of 1845 or 1846 if any such Sale was made. State fully and particularly all your knowledge and information from said Plaintiffs in regard to said Sale, giving the amount and time as nearly as you can?

And offered to read the answer to the said Fourth Interrogatory, which said answer is in the words and terms and figures following, to wit,

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"All the information which I have on the subject of this Interrogatory derived from the Plaintiffs was communicated to me as their Attorney and I am not at liberty to state it. Mr. Smith, one of the Plaintiffs was examined in a suit commenced by the Capards against N. P. Iglehart in the Superior Court of Cincinnati, as a Witness and deposed as follows in reference to the transaction referred to in interrogatory four. It is extracted from the Bill of Exceptions on file in that case, and contains substantially what he deposed to on that occasion. I have the Notes which I made on that Trial before me and they agree with this statement. I make this statement and annex this Extract at the request of the parties, but I expressly decline to state what was said to me as their Counsel by Mr. Smith or Mr. Vance at my office or elsewhere on this subject.

The paper marked A and hereto appended is the Extract from the Bill of Exceptions, and embodies all that that Bill contains as the evidence of Thomas M. Smith. I make it part of my answer."

Paper, A. referred to and made part of the deposition of R. M. Cormine to be used as evidence in the case of Smith & Vance vs N. P. Iglehart in the book County Common Pleas. W.

" Pleas at Cincinnati in the County of Hamilton and State of Ohio before the Honorable George Hoadley, Jr. Judge of the Superior Court of Cincinnati in and for said County at the Term of June A.D. Eighteen hundred and fifty one.

Gilbert Cassard, Senr, Lewis Cassard,
George Cassard and Thomas Cassard

(vs)

Deplevin.

Nicholas P. Iglehart & Aaron S. Bowen

Testimony of Thomas M. Smith in the above cause to wit: The Defendant offered as Witnesses on the Stand Thomas M. Smith, who testifies he knew Lewis, George and Thomas Cassard, and has been introduced to the father Gilbert. I know the defendants Iglehart & Bowen. In 1843 I had a transaction with Lewis Cassard, sold my hogs to him and they were packed at the Pork House of N. P. Iglehart Cincinnati. In 1844 I sold to said Iglehart for Lewis and George Cassard paid for at Igleharts and packed there. There were about 1600 hundred hogs, amounting to about \$8000. The hogs were for Lewis and George Cassard, and Lewis Cassard paid the money and check, and Iglehart bought them and done the cutting and packing. Iglehart superintended the hogs and offered me such a price, and the Cassards agreed to wit, gave me the same as he had the year before, say \$2.50 per 100 pounds. The latter part of December 1845 say from the 16th to 22nd Vance and I started from home with 3600 hogs got there with 3575 drove the road via Lawrenceburg, got here

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between 2 & 3 o'clock in the morning. I met Mr. George
bassard at breakfast at the Mansion House Hotel, and
he asked me to go round to Sglehart & Co's Pork House after
Breakfast. He asked me if I had my stock of Hogs in
and how many. I told him - I set down in Sglehart's
Office, both bassard and Sglehart asked about hogs, the
weather was very cold, hard to drive, and I feared I
should have to kill some hogs at Lawrenceburg. Had to
kill but about 60 Hogs on the way, we met at Sglehart's
counting room. I asked for the Hogs \$4²⁰ per 100 pounds
for those under 200^{lbs} and for those over \$4³⁷, both
said it was too high. Though in the course of the forenoon
George bassard wanted to know if I would take lip for
the Hogs. He said he would make me no offer until
after the Mail came in from Baltimore as he was
expecting letters, somewhere between two and three o'clock
of the same day I saw George bassard again and he
offered me \$4²⁵ & \$4³⁰ personally. I did not conclude to
take it at that time. It went on to about four o'clock.
I then told him I would see about it, after supper George
bassard asked me to go round with him to the Pork
House, said he was going out that night to a party,
thinks the party was at Bowen's, we went to the Pork
House a little while when bassard Sglehart & myself
walked round to the Madison House, Sglehart said
he would like us to trade - I informed him I should
go away in a few minutes to Lawrenceburg to meet
the Lot of Hogs, as my partner Mr. Vance was with
the Hogs on the Lawrenceburg road, at that moment I
did expect to go away without closing the Sale, at that
moment we all three standing opposite the Madison
House where bassard & myself were staying, bassard
said he would step in and get his Cloak, at the

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Bills
for hogs

Madison House on his return which was a few minutes only he took Iglehart one side, and after a few words he returned and tapped Iglehart on the shoulder, and then said to Iglehart, you are going to the river with Mr. Smith, and we must have these hogs - Iglehart went to foot of Broadway and Front Streets with me, we stopped in front of Cincinnati Hotel, Iglehart said are you going to take Cassard's offer, I hesitated a little but said you may have them I went down to the river and found there was so much ice running that the Boat could not go to Lawrenceburg, and so returned to Mansion House and took the Stage. They told me during the day before I left that they could not give me the money for the hogs, but must give me bills, but did not say on whom. They gave me reference to Lafayette Bank and Trust Company Bank, did not see Cassard when I came back for the Stage, I concluded the trade had left for Lawrenceburg. Hogs brought to Cincinnati and delivered the hogs at Coleman's Slaughterhouse, and Coleman delivered them at Iglehart the Pork House. Iglehart cut and weighed the hogs. Nothing more passed between us Cassard and me after we parted at the Mansion House excepting during this (weighing and cutting) George Cassard did make one remark to me. Smith this is a fine lot of hogs. They averaged in weight about 186 lbs each and amounted to \$27,400 - upwards (Twenty seven thousand and seven hundred dollars) I was not present when the hogs were settled for, the settlement was made by my partner Mr. Vance - I had to go away in consequence of illness of my father up in the country. After I returned I boarded at the Mansion House with George Cassard and we never exchanged a word about the

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Smith and Vance Hogs. The settlement was Twenty seven hundred dollars in cash down, and I think the bassards issued their Bills for Five thousand dollars in small Bills - and Cruise & Lippincott gave their acceptances of Ogilhart & Company's drafts for about Twenty thousand Dollars in three Bills of \$6666, each, first Bill of Cruise & Lippincott was paid which was due 3/8 May 1846; the others were protested, and being by Indianapolis Bank by endorsement from us, we have to take them up. The Bills for \$5000 were paid by the bassards - Cross examined. I have sued for the unpaid hogs, have sued all the bassards as well as Cruise & Lippincott for these same hogs. It is in this Court. Have not the drafts originally accepted by Cruise & Lippincott, and don't know where they are. I never saw them in my life - What my partner Mr. Vance told me I believe. Can't say to whose order the acceptances were payable, those were the only three drafts of Cruise & Lippincott we had, we transferred them to the Indianapolis Bank, He had borrowed money from said Bank to pay for these very hogs & Bank took the Bills for said debt of ours. The President of Indianapolis Bank was here to purchase exchange and took these Bills per agreement in payment our debt. These Bills in all were \$20,000, we still owe the Bank Nine or Ten Thousand dollars. I think George bassards name was not on the paper of Cruise & Lippincott, did not see any of the bassard's since until 1846-7 - nor George bassard after that winter until in Baltimore lately - Mr. Vance and Agent of the Indianapolis Bank came to Cincinnati to make some arrangement about the June and July protested Bills of Cruise & Lippincott and arranged in some way, I did not see the arrangement or know it of my own knowledge, but believe one

sued
Carpenter
C. & L.

Borrow
money
to pay for
hogs -

notes in
my trunk

was made in reference to the June acceptance of \$6666, of
bruce & Lippincott and said Bill given up as Mr Vance
my partner came down from Indianapolis for the purpose.
Believe Lippincott was also here, this was in July 1846,
after this last Bill was protested, I did endorse paper
afterwards by way of renewal, cant say in what amount
but were in small notes, I saw the renewal bills, could
get a List of them at Indianapolis of course, and got
it in my Trunk. I have got the notes in my trunk,
know of but one renewal, never saw the original of these
renewals as they were protested in Baltimore. The Bank
sued me I compromised and took up paper from Bank,
and gave Mortgage on my property, George Cassard offered
me \$14²⁵ & \$14³⁰. I asked him \$14³⁰ and \$14³⁷. I am
not under a mistake, he did not offer \$14²⁵ alone. Mr.
Sylehart did not agree to pay me five cents more out of
his own pocket to secure hogs. I am not one of those sort
of men. Dont think I wrote a letter to N. P. Sylehart & Co.
(a copy of which was sent to Lewis Cassard & Co.
Baltimore) stating about the Lots named, I think I am
certain I did not write such a letter! This letter
shown me, was written at my instance by my son, it is
in his handwriting, I never used that sort of language,
and suppose it is a mistake made by my son in copying
my son wrote it for me on such conversation took place
as stated in the letter. The letter states a falsehood, my
son did it. I gave him the sentiment, he filled it out
Lewis Cassard was not here I think I had some
conversation with Lewis Cassard in 1846, told Lewis
Cassard what is in that letter, that they ought to keep this
amount, at the time I sold him another Lot of hogs,
which he paid for, all other lots of hogs ever sold to
Cassards were paid for except the lot 1845-6 to George

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Capard - Think Cassards are honorable men, would take Lewis Capards word for anything, would take Thomas Capards word for anything (who sits there) also think them honorable, had conversation with Lewis Capard in 1846 - 7. (the winter of 1846) I told him he ought to take up the unpaid paper given for the Lot of 3575 hogs - told him what is in that letter, did not set up a claim against him, told him all the Capards were legally bound, that they ought to pay me or give me the hogs - didn't tell Lewis that up to the time of weighing that they were the Capards, and then found out not - never told them I intended to make the money out of them.

Thomas, M. Smith, appeared and desired to explain as to the letter previously referred to in his testimony, after reflecting upon the subject, and reading carefully the letter again - I am satisfied that I was mistaken in my testimony yesterday, Mr. Iglehart did offer the five cents, after 12 o'clock on day of Sale of said Hogs Mr. Capard offered me \$14²⁵ - after supper both Capard & Iglehart went to the Pork House and both insisted on the \$14²⁵, and on Mansion house steps Cassard said, I leave the matter for you and him to settle. If I had not seen the letter I think I should have insisted upon it, that Iglehart did not offer the five cents to me, but he did, the letter before me enables me to correct myself in this correction - I refresh my memory with the written document before me. I asked Mr. Iglehart the question but he only smiled and made no answer. Cross Examination continued. The acceptances received from G. & J. Capard on the lot of Vance and Smith hogs amounting to \$5000 are correctly stated in the documents shown to me, they are as follows, due 5/8 May 1846 \$1425. 33 dated the 5th January 1846, due 5/8 June 1846 \$1782. 47 dated 5th Jan'y 1846

due 5/8 July 1846 \$1782.30 dated the 5th January 1846
and also the acceptances of Bruce & Lippincott due 5/8 May
for \$6666.67 and dated 5th January 1846, due 5/8 June
for \$6666.66 and dated the 5th January 1846, due 5/8 July
for \$6666.67 and dated 5th January 1846, these six
acceptances and \$2733.07 in Cash were the payments. Mr.
Iglehart copied this paper for me, I got it, or it was gave
from our Bank. I think Mr. Vance gave it to me, I took it
down at the time. Cant remember distinctly. My lawyer
Mr. Corvine may have given it to me, he said that he
had a copy in the office, know I got this particular paper,
(a copy of Original) from Mr. Corvine some two weeks
since, when down here at Court. The one I got from the
Bank was not headed this way, but it contained the
account of the hogs weight, it had not the caption of the
names, Bruce & Lippincott are not mentioned here as
purchasers. I sent Iglehart the names of the parties who
were liable. The papers were sent here by Oliver H.
Smith my lawyer at Indianapolis to bring suit. I sold
to George Cassard and Iglehart. My lawyer embraced
Bruce & Lippincott, he wrote the letter to Mr. Spencer to
bring the suit. No recollection that Mr. Iglehart wrote
me or the Bank to bring suit. The Bank and Mr.
Iglehart were corresponding, but dont know what they
were writing about. in Spring of 1847 we did not make
out a Bill of particulars in the suit vs Cassard and
Bruce & Lippincott, not able to say who did furnish them
never saw the one now shown me - The one shown is in
Igleharts handwriting, handed Mr. Corvine memorandum
of amounts, and asked Iglehart to make it out for me.
Not a copy of anything I gave him, got it again from
Mr. Corvine when I came down this time, Cassards
drafts paid at maturity, and all drafts paid, but two

of Cruise & Lippincott, the first of their three drafts was paid in Baltimore. The second of their Drafts was sued on in Baltimore, then a settlement was made, and the drafts now shown me were taken at renewal. The renewed drafts are produced they are for a little more than the originals they include costs of protest and interest. The originals corresponded to the Memorandum, all endorsed by Vance and Smith. The drafts now produced by me are of two Classes 1st Class, Cruise & Lippincott on N. P. Iglehart & Co. Order Vance & Smith for \$6166.66 in all, eight drafts in all. 2nd Class are drawn by N. P. Iglehart and company on Cruise & Lippincott and accepted to order of N. P. Iglehart, the all six of this class amounting to \$6984.41 both together, making fourteen drafts. I settled with Bank for these on 10th November 1849.

16 Nov 1849 The Bank held the others, when given Mr. Fletcher the President was here to buy Eastern exchange. Mr Iglehart never rendered an account of these hogs as packed on their account. Money was scarce and therefore the bills of Cruise & Lippincott and G. & T. Caspard were taken. In 1843 sold Lewis Caspard about \$8000 worth of hogs for his house of L. & G. Caspard (being Lewis & George Caspard) This lot was paid for by Lewis himself, and the bargain was made by Lewis. In 1844 Iglehart bought my hogs for Lewis Caspard at \$28⁰⁰ personally same price as previous year. Iglehart told me they were for L. & G. Caspard and Lewis Caspard paid me for them, My Clerk and Igleharts made the computation. I think I did not sell any hogs in 1845. b but the Vance & Smith hogs.

In 1846 John C. Shaw and N. P. Iglehart both made a proposition to buy my lot of hogs for Caspard at \$3²⁵ per 100 pounds. Lewis Caspard wished me to meet him at Dennison House about one o'clock after