

12363

No. _____

Supreme Court of Illinois

Stauffer

vs.

Machan

71641  7

58
John Staffer
vs
Wm Macken

17363

for Ottawa

State of Illinois
6th Judicial Circuit
County of Carroll

Be it remembered
that heretofore to wit: on the 9th day
of June A. D. 1852, a suit was instituted
in the Circuit Court of said Carroll County
(the Honorable Ira O. Wilkinson presiding)
wherein John Stauffer is Complainant
and William Mochen is Defendant, and
the following is a copy of the papers,
and the proceedings in said cause,
and that said suit was commenced
by the filing of the following bill for
Injunction to wit:

To the Honorable Ira O. Wilkinson
Judge of the Sixth Judicial Circuit in
the State of Illinois In the Carroll County
Circuit Court sitting in Chancery.

Wumbly complaineth sheweth unto your Honor
your orator John Stauffer of Lancaster County
in the Commonwealth of Pennsylvania
that on or about the twentieth day of
September in the year of our Lord One thousand
Eight hundred and forty six your orator and

one William Macken entered into copartnership in the distilling business and proceeded to carry on and did carry on said business of distilling at Donegall Mills, in said County of Lancaster from the said Twentieth day of September A.D. 1846 untill the twenty fifth day of March A.D. 1851 at which time the said copartnership was dissolved. Your Orator further shews that there were no written Articles of copartnership between your Orator and the said William Macken, but that it was verbally stipulated and agreed by and between the said parties that they should be equal partners in the business, each to bear one half of the expenses of carrying on the business and share equally the profits or losses of the concern. Your Orator further sheweth that it was stipulated and agreed by and between the ^{said} parties that said William Macken should do the distilling for which he should receive from the company Two cents per gallon for every gallon of Whiskey so distilled by him to be paid by the firm. Your Orator further shows that said distilling business was carried on by your Orator and said Macken

in the name and style of Stouffer & Macken
That said Macken according to the terms
of said agreement proceeded to manufacture
and did manufacture for said Company Two
hundred and twenty eight thousand four hundred
and forty gallons of whiskey, for which your
orator paid the said Macken Four thousand
five hundred and sixty eight dollars and
Eighty cents - Your Orator further sheweth
that in the transaction of said business
your orator furnished all the Stock, and received
all the Whiskey, pork, beef and other proceeds of
the said distillery, - that he kept the books of
the concern, wherein he charged the company
with all money, grain, hogs, cattle, and other
property and materials furnished by your
orator for carrying on said distillery and
wherein he credited the Company by all
Cash received for Whiskey, pork, beef and
other proceeds of said distillery. That in
the said Company Book so kept by your
Orator an account was opened with said
William Macken wherein he was charged
with all money and goods, wares and other
articles of property which your Orator paid
to said Macken and wherein said Macken

had credit for all the Whiskey he manufac-
-tured and all other sums of money and property
which said Machen furnished said firm.
Your Orator further sheweth that on the
Twenty-fifth day of March A.D. 1851 your
Orator and the said William Machen dissolved
their said copartnership and proceeded to
settle and that they did then make a settlement
from which settlement it appeared that there
was the sum of Seven Thousand and Twelve
Dollars and Eighty three cents profits to be divi-
ded between the said parties and your Orator
supposing that there had been no mistake
in said settlement did then and there pay
over to said Machen in cash the sum of
three thousand five hundred and six dollars
and forty one cents his share of said profits
according to the settlement then made by and
between the ^{said} parties - Your Orator further
that in said settlement a mistake occurred
whereby the said supposed profits were greatly
increased above what they really were - that
your Orator neglected to charge to said company
the sum of Four Thousand five hundred
and sixty Eight Dollars and Eighty cents, which
your Orator had paid said Machen for

distilling the Whiskey aforesaid and that sum
of four thousand Five hundred and Sixty Eight
Dollars, and Eighty cents so paid by your Orator
was omitted and not taken into the account
in said settlement as, of right it ought to
have been. Your Orator further shows ~~that~~
that the said last mentioned sum of money
should have been added to the accounts against
said firm before striking the balance of profits.
Your Orator further sheweth that soon after
said settlement had been made and before
your Orator discovered the mistake aforesaid
the said William Machen removed from Lancaster
County Pennsylvania to Illinois, and that he
now resides in Carroll County Illinois - That
as soon as your Orator discovered the mistake
aforesaid he wrote to said Machen, inform-
ing him of the fact and requesting him to
correct the same. That your Orator has
repeatedly requested said Machen to
correct said mistake and to refund
so much of the money paid by your
Orator as in justice he ought to do because
of said mistake in said settlement. Your
Orator further shows that said William
Machen is a distiller by trade and as such

During the time of the copartnership aforesaid attended exclusively to that branch of the business. That your Orator did all the buying, selling, trading and book keeping of the concern. That he managed the financial affairs of the copartnership and in that capacity debited himself and became responsible to the firm for all the proceeds of said distillery and that in said settlement all the proceeds of the distillery were charged to your orator and accounted for by him and that being so charged with the proceeds ^{as} aforesaid he was of right entitled to a credit of Four Thousand Five hundred and sixty Eight dollars and Eighty cents which he had paid for the firm to said William Macken, but which was by mistake as ^{as} aforesaid omitted to be reckoned in said settlement. And your orator further shews that the account kept by your Orator with said firm a copy of which is hereto annexed and marked "A" (which your Orator prays may be taken as part of this his bill of complaint) exhibits a full fair and truthful statement of the business transaction of said firm and of the account of your orator with said firm, excepting that by mistake the sum

of Four Thousand five hundred and Fifty Eight dollars and Eighty cents paid by your Orator to said Macken is not charged in said account - Your Orator further shews that the account kept by your Orator with said William Macken a copy of which is hereto annexed and marked "A" (which your Orator prays may be taken as part of this his bill of complaint, Exhibits a full, fair and truthful statement of the amounts paid by your Orator for said firm to said Macken and the amounts received by your Orator from said Macken for said firm. And your Orator further shews, that the said William Macken soon after he received the money from your Orator upon said settlement removed to Illinois and invested said money in certain lands in Carroll County and in erecting thereon a distillery - That said William Macken as your Orator believes is the owner in fee of, one third of, the following described tract of Land in Carroll County and the distillery thereon to wit, commencing at a stake supposed to stand at the S.W. corner of the N.W. quarter

of Section Eleven in Township 24 N. Range 3
East, thence North along the Section line five
chains and four links to the center of the road
from Savannah to the Powder Mills thence North
Easterly along the center of said Road Eight chains
and forty nine links, thence South Seven chains
and ninety seven links, thence West Eight chains
and three links to the place of beginning, contain-
-ing four acres more or less which your Orator
is informed and believes was purchased
by said Machen with the improvements
thereunto with the money which your Orator
so by mistake paid to said Machen
That said Lands and distillery so owned
by said William Machen are of sufficient
value to pay and satisfy your Orator for
the money he paid said Machen by
mistake, And that said Machen not
only refuses to correct said mistake and
refund the money which he so received,
but declares, that he will convey away
his property so as to entirely prevent
your Orator from recovering back the
money which he paid over by mistake
That your Orator sent an agent to settle with
said Machen but he Machen refused to
settle and as your Orator is informed,

and believes, did transfer and convey his property away for the purpose of defrauding your Orator and that he has since had his property reconveyed to him, And your Orator is informed and believes, that it is the intention of said William Mackeren to transfer his property and and put it out of his hands and scunt it as to defraud your Orator and to prevent him from recovering back the money which he so paid by mistake to said Mackeren. And your Orator further shows, that he has at all times been ready and now is ready and willing to settle said partnership concerns according to Equity, and your Orator had well hoped that the said William Mackeren would have come to a fair settlement with your Orator and correct said mistake. But now so it is may it please your Honor that the said William Mackeren combining and confederating with divers persons to your Orator unknown, whose names when discovered your Orator prays he may be at liberty to insert with the aforesaid words to charge them as defendants herein, refuses to settle with your Orator and refuses to

correct said mistake and sometimes he
pretends that there was no such partner-
-ship between your Orator and said defendant
and that there was no settlement between
your Orator and said Macker and that
there was no mistake made in said settlement
and that your Orator did not pay over more
money than he ought to have done to said
defendant and that he does not intend to
put his property out of his hands so as to
prevent your Orator from collecting his
said demand. And your Orator charges
the contrary thereof to be true. All of which
actings doings and practices are contrary to
equity and good conscience and tends to the
manifest wrong injury and oppression of
your Orator in the premises. In considera-
-tion whereof and for as much as your
Orator is entirely remediless in the premises
according to the strict rules of the common law
and can only have relief in a court of
Equity where matters of this kind are tryable
and releivable.

To the end therefore that the said William Macker
and confederates when discovered may full
true direct and perfect answer make to all

and singular the matters and things hereinbefore charged. The Oath of the said William Macheen to the said answer is hereby specially waived) as fully and particularly as if the same were hereinafter repeated and they thereunto distinctly interrogated and particularly that answer whether a settlement was made between your Orator and said defendant and if in said settlement the sum of Four Thousand five Hundred and Fifty Eight dollars and Eighty cents which your Orator had paid said defendant was was taken into said settlement and whether said defendant had received from said firm by the hand of your Orator paid last mentioned sum of money for distilling as aforesaid and that the said Defendant may come to a fair and just account and settlement with your Orator and that a writ of Injunction may issue against said Macheen restraining him from selling and transferring his property so as to defraud your Orator and that said mistake be corrected and that said money may be refunded and that your Orator may have such other and

further relief in the premises, as the nature of his case shall require and to your honor shall seem meet

May it please your Honor to grant to your Orator not only the most gracious writ of Injunction of the State of Illinois issuing out of and under the seal of this honorable court to be directed to the said William Macken to restrain him from selling his above described Lands and distillery or his interest in said property so as to defraud your Orator, but also the most gracious writ of Subpoena to be directed to the said William Macken thereby commanding him at a certain day and under a certain penalty therein to be specified personally to be and appear before your Honor and then and there answer all and singular the premises, and to stand to abide and perform such order and decree thereon as to your Honor shall seem meet and your orator will ever pray &c

Wm. Knight &
Thos. J. Turner
Soll for Compl

John Stauffer

State of Illinois,
Carroll County } ss

I, John Stauffer being first
duly sworn on oath do depose and say that the
foregoing bill by me subscribed has been read
to me and that the matters and things therein
charged as of my knowledge are true, and
that those things which are charged as upon
my information and belief I believe to be
true.

Subscribed and affirmed *John Stauffer*
to before me this 9th day
of June A.D. 1852
J.P. Emmert Clerk of
Carroll County (Ill.)
Circuit Court

State of Illinois upon the filing the within
Carroll County } bill and bond the Clerk of
the Carroll County Circuit Court will issue a
writ of Injunction, according to the prayer
of said directed to the within named
William Macken restraining and enjoining
him from selling transferring or in any way
putting out of his hands his right and
interest in the following lands in Carroll

County Illinois and described as follows —
Commencing at a stake supposed to stand
at the South West corner of the North West
quarter of Section Eleven in Township No.
Twenty four North of Range Three East,
and running thence North along the Section
line Five Chains and five links to the center
of the road from Savannah to the Powder Mills
thence North Easterly along the center of said
road Eight chains and forty nine links. Thence
South Seven Chains and Ninety seven links,
thence West Eight chains and three links to the
place of beginning containing five acres more
or less together with his interest in the
Distillery thereon until an order of the
Court in Chancery may otherwise direct.
Given under my hand and Seal this 9th
day of June, A.D. 1852.

Leonard Goss Master of
in Chancery in & for the County
of Carroll Illinois,
upon which Bill is the following endorsement
John Stauffer  Bill
William Macken 
Filed June 9th 1852 J.P. Emmert Clerk

and also on the said 9th June 1852 was
filed the following Bond —

"Know all men by these presents, that We
John Stauffer, Thomas J. Turner and William
Bright are held and firmly bound unto
William Machen in the penal sum of
four thousand six hundred Dollars lawful
money of the United States for the payment
of which said sum well and truly to be
made to the said William Machen we bind
ourselves our heirs, Executors and administra-
tors, jointly and severally, firmly by these
presents. Sealed with our seals and
dated this Ninth day of June A.D., 1852
The condition of the above obligation is,
such that whereas the above bounden John
Stauffer has filed his bill of complaint in
the Circuit Court of Carroll County in the
State of Illinois, against the said William
Machen Defendant on which said bill by
Order thereon endorsed by the proper officer
of said Court a writ of Injunction is now
about to issue by the Clerk of said Court
Now therefore if the said Complainant
shall prosecute his said bill of complaint

to effect and abide such order or decree as the Court may make thereon, & pay to said Defendant all such costs and damages as he may incur and sustain by reason of the suing out of said Writ of injunction then the above obligation to be void otherwise to remain in full force and virtue.

Done in the Presence of John Stauffer Seal
of Leonard Goss Seal
Henry J. Turner Seal
Wiram Bright Seal

Which bond is endorsed as follows

John Stauffer
William Macken
Injunction Bond

Filed June 9th 1852

J. P. Emmett Clerk

And also on the 9th June A.D. 1852 was filed the following Bond for costs.

John Stauffer
William Macken
Cir Court Carroll
County.
In Chancery.

We do hereby enter ourselves security for costs in the above cause, and acknowledge ourselves bound to pay or cause to be paid, all costs which

may accrue in this action either to the
opposite party or to any of the officers of this
Court, in pursuance of the Laws of this
State.

Wiram Bright Esq
Dated June 9th 1852 } Tho^s. J. Turner Esq

which Bond is endorsed as follows

John Stauffer

William Machen } Bond for costs
Filed June 9th. 1852 - J.P. Emmert Clerk

and on the said 9th June 1852 was
issued an Injunction Writ of which
the following is a copy.

State of Illinois }
Carroll County } ss.

To William Machen
Greeting: Whereas it has been represented
to the Judge of our Circuit Court in and
for the County of Carroll (Exercising Chancery
jurisdiction,) in a certain cause therein
depending wherein John Stauffer is Complainant
and you the said William Machen is defendant

on the part of the said Complainant, that you the said William Meachew intend to transfer your property so as to prevent said Complainant from making the amount claimed to be due him in said Bill. We Therefore in consideration of the premises aforesaid do strictly enjoin and command you the said William Meachew henceforth absolutely and entirely to desist from selling, transferring or in any wise conveying your right or interest in and to the following described land, situate, lying and being in the County of Carroll and State of Illinois, and known and described as follows, Commencing at a stake supposed to stand at the S.W. corner of the S.W. quarter of Section Eleven in Township No. Twenty four (24) N. of Range Three & East, thence North along the section line five chains and five links to the center of the Road from Savanna to the Powder Mills, thence North Easterly along the center of said road eight chains and forty nine links, thence South Seven chains and ninety seven links, thence West Eight chains and three links

to the place of beginning containing five acres
more or less. Together with the appurtenances
thereto belonging or in any wise thereunto appertain-
ing. We therefore in consideration of the
premises aforesaid do strictly enjoin and
command you the said William Machen
to desist from selling, transferring or
conveying the above described premises
until our said Court shall make other order
to the contrary. And hereof fail not
under the penalty of what the Law directs.
To the Sheriff of said County to execute.

Witness J. P. Emmert Clerk of
our said Court and the Seal
of the same at Mount Carroll
this 9th day of June A.D. 1852.
J. P. Emmert Clerk

Endorsed as follows —

John Stauffer

Wm Machen } Injunction Writ

I have served the within Writ of injunction
by reading the same to the within named
William Machen defendant and by presenting
a copy of the same to him. Rollin Wheeler Shff
by S. Drane Deputy
Sheriff

And also on the said 9th day of June 1852
was issued a subpoena in Chancery, of
which the following is a copy
State of Illinois  Sect.
County of Carroll 

The People of the State
of Illinois To the Sheriff of said County,
Greeting: We command you to summon
William Macken if to be found in your
County, personally to be and appear before
the Judge of our Circuit Court, to be holden
in and for said County and State, at the Court
House in Mount Carroll, on the Fourth Monday
in the month of September next, to answer the
matter and things contained in a certain bill
in Chancery, Exhibited against him, by John
Stouffer in our said Court, on the Chancery
side thereof; and further to do and
receive whatever the said Court may
then and there consider in this behalf.
And this he shall not vice omit, and
have you then and then this writ.

Witness J.P. Emmert Clerk,
L.S. } of said Court and the seal of the
same at Mt Carroll this 9th
day of June A.D. 1852
J.P. Emmert Clerk

Which said Subpoena is endorsed as follows.

John Stauffer

"
(William Macker

Sub^o in Chancery.

"I have served the within Subpoena
by reading the same to the within named
Defendant William Macker and by
leaving with him a true copy of the same.

Rollin Wheeler SR,

by S. Drane Deputy Sheriff.

Service & mileage 10 miles - 1.00

Returning - 10

and at the time aforesaid to wit June 9th
1852 on the Docket Entry Book is the
following Entry.

Turner & Bright John Stauffer }
" " } Injunction
Johnson William Macker } June 9th 1852.

And afterwards to wit on the 12th day of
October 1852 it being the October Term of
said Court, upon the Records appearing the

following Entry to wit:

John Stauffer
vs
William Machen } Injunction

And now at this time, on motion of complainant by his Solicitor leave is granted the Sheriff to amend his return on the Summons, as also upon the Writ of Injunction, and on motion of said Complainant, leave is granted him to amend his bill by the first day of February next.

And afterwards to wit on the 21st day of January 1853 was filed the amended bill of which the following is a copy.

State of Illinois } In the Circuit Court
Carroll County } of Carroll County, AD. 1853.
John Stauffer }

vs
William Machen }

To the Hon. Ira. O. Wilkinson Presiding Judge of the Sixth Judicial District in (Chancery sitting)
Your Orator John Stauffer offers unto

your Honor the following accounts as the
amendments to the bill of complaint in this
cause and referred to in said bill of complaint
by Letters (Exhibit A & B) which said amend-
ment is made pursuant to an Order of this
Hon. Court at the October Term A.D. 1853.

1st A memorandum of charges and monies
paid and the expenses of the Still house of John
Stauffer and William Machen during their
Copartnership which was from the Twenty first
day of September A.D. 1846 until the twenty
fifth day of March A.D. 1851 and also
the private account of William Machen
for monies received out of the Firm together
with his credits showing a settlement &c
as appears by the Books of Stauffer &
Machen and referred to in the said Complai-
nant's Bill of Complaint and marked
(Exhibit B)

A memorandum of charges which I have
paid for the use of John Stauffer and
William Machen for the Still House
from September 21st 1846 until
March 25th 1851 —

September	21 st	1846	Cash paid for coal	\$ 33. 39
	28 th		Cash paid for a lot of hogs	\$ 748. 12
Oct	3 rd		To 57 bushel shorts	\$ 10. 20
"	"		To 26 1/2 bushels Oats	\$ 7. 95
"	"		To cash paid for 203 head hogs	\$ 1001. 50
"	"		To 5 bushels corn	\$ 2. 25
	10 th		Cash paid Michael Rutts 28 hogs	\$ 84. 00
	12 th		To 504 bushel & 22 lbs Rye 60 cts	\$ 302. 62
"	"		To 20 bushels 36 lb. Rye	\$ 13. 37
"	"		To 118 bushel Oats 30 cts	\$ 35. 40
	28 th		To 8 bushels Shorts	\$ 1. 60
	29 th		To cash paid Runkfeld & Gardner	\$ 59. 85
	30 th		To 81 bushels & 84 lbs corn 46 cts	\$ 37. 46
"	"		To 176 bushels & 34 lbs corn 57 cts	\$ 100. 65
"	"		To 56 bushels & 45 lbs Do 45 "	\$ 25. 52
"	"		To 72 bushels & 12 lbs corn 47	\$ 31. 83
"	"		To 86 bushels & 22 lbs corn 48	\$ 41. 45
"	"		To 1552 bushels & 40 lbs corn 50	\$ 776. 35
Nov	5 th		Cash paid James W. Murnum 3 Hogs	\$ 21. 00
"	11		To 29 bushels & 19 lbs Rye 65 cts	\$ 19. 08
"	"		To 171 bushels Rye at 70 cts	\$ 119. 70
"	"		To 261 bushels Oats 30 cts	\$ 78. 30
"	"		To 328 bushels corn & 47 lbs at 50 cts	\$ 114. 57
	12 th		To cash paid Jacob Snyder 33 bushels Rye	\$ 23. 10
"	"		To cash paid for 86 bushels corn 55 cts	\$ 47. 30
	14		Cash paid Runkfeld & Gardner	\$ 19. 59

16	Cash paid Gaylord & Barnes	\$ 200. 00
Dec 4 th	Cash paid J. P. Graybill for 2 cords Wood	\$ 5. 50
17 th	To 220 Bushels Corn 40 cts	\$ 88. 00
"	To 1177 bushels & 45 lbs Corn at 50 cts	\$ 588. 90
"	To 123 Bushel 19 lbs Corn 45 cts	\$ 51. 00
Jan 9 th 1847	To Cash paid H. Mahling	\$ 45. 25
"	To cash paid for 2 Bales Hops	\$ 57. 19
	Amount footed up —	\$ 4791. 99
"	To 364 Bushels Rye from Marietta	\$ 280. 28
	Amount footed.	\$ 5072. 27
"	To 200 bushel Oats	\$ 56. 00
"	To cash paid to Engle	\$ 47. 25
"	To 20 bushel Screenings	\$ 5. 00
Feb 15 th	To cash paid Runhold & Gardner	\$ 60. 00
16 th	To cash paid Jacob Kuntz for 150 Bu. Corn	\$ 101. 60
"	To Cash paid Jacob Engle 75 Bu Corn	\$ 55. 50
17 th	To paid Gorin 330 bu Corn & Hauling	\$ 231. 00
"	To cash paid John Kuntz 150 bu. Corn	\$ 100. 50
19 th	To cash paid J. Lawver 276 bu Corn	\$ 214. 15
"	To cash paid John Reesor on 100 bu. Corn	\$ 20. 00
25 th	To cash paid Leonard Cleunty 880 bu Corn	\$ 657. 00
26	To cash paid 4 Gal. Oil	\$ 3. 50
March 1 st	To cash " Shelly 120 bu Corn 75	\$ 90. 00
2	To cash paid J. V. Graybill 500 bu Corn	\$ 375. 00
"	To cash paid " 30 bu Rye Bush House	\$ 19. 60
"	To cash paid David Engle 640 bu Corn	\$ 422. 00

"	To Cash paid J. Kline 60 Bu Corn	\$ 46.00
"	To Charges for taking in & tolling Corn	\$ 10.00
5	To Cash paid B.E. Musser 133 B. Corn	\$ 101.25
9 th	To Cash paid Weigling & Expenses	\$ 1.25
12 th	To Cash paid for Driwing Hogs	\$ 1.25
15 th	To Cash paid B. Musser for 77 Head Hogs	\$ 336.00
"	To Cash paid Daniel Rapp	\$ 12.00
22	To 38 Bu Wheat at 60 cts	\$ 22.80
"	To 836 Bu & 14 lbs Corn at 50 cts	\$ 418.14
"	To 736 Bu & 45 lbs Corn at 51 cts	\$ 375.74
"	To 748 Bu & 46 lbs Corn 58 cts	\$ 434.30
"	To 837 Bu & 30 lbs Corn at 65 cts	\$ 544.40
"	To 1107 Bu & 6 lbs 65 cts per 56 lbs	\$ 719.55
"	To 503 Bu & 43 lbs 70 cts per 58 lbs	\$ 352.60
"	To 632 Bu & 22 lbs 75 cts	\$ 474.28
"	To 383 Bu 46 lbs Rye 70 cts	\$ 268.62
"	To 360 Bu & 30 lb Rye 60 cts	\$ 216.30
"	To 200 Bu. Oats at 28 Cts	\$ 56.00
"	To 267 Bu Oats 37 1/2 cts -	\$ 100.00
	Amount footed up -	\$ 12013.85
"	Deduct Still house credits to March 9/47	\$ 8511.64
	Balance Still house debta	\$ 3502.21
March 25	Cash paid John Long 27 Bu Rye Brew House	\$ 16.18
"	Cash paid Jacob Stiggen Rent for Coal	\$ 8.00
28	Cash paid Christian Groh over 75 cts 200 bu	\$ 10.00
29	Cash paid Henry Schaeck for hog feed	\$ 2.55

30	Cash paid Jonas Mumman for 4 Hogs	\$ 18.00
31	Cash paid Valentines March	\$ 55.00
"	Cash paid Jacob Roths on account for Hogs	\$ 69.12
April 30	Cash paid Jacob Cramer for one Scream	\$ 6.00
6	Cash paid John Willey for Rye	\$ 77.38
"	Cash paid for hauling 104 bu from Willey	\$ 2.08
"	Cash paid Andrew Horner	\$ 18.17
"	Cash paid John Hauners for unloading	.37½
"	Cash paid Andrew Adams Administrator	\$ 135.11
7	Cash paid freight on 10 Hogsheads Whiskey	\$ 12.50
8	Cash paid Jacob Roths for Hogsheads	\$ 53.00
10	Cash paid freight on 30 ton & 13 cwt coal	\$ 35.56
13	Cash paid Jacob Roths for Hogsheads	\$ 60.00
17	Cash paid John Hauner for Rye Brewhouse	.37½
"	Cash paid for Powder for Hogs	.37½
26	Cash paid freight on lead coal	\$ 36.84
"	Cash paid for Brimstone	.25
May 1st	1 Sack Salt	\$ 1.37½
13	74 Bu Shorts for Hogs	\$ 14.80
19	To Cash paid D. Rinehart, 10 ton coal	\$ 35.96
21	To Cash paid John M. Hauner for hauling	\$ 17.25
23	To Cash paid freight on coal	\$ 36.94
"	To 940 Bu Rye from Marietta	\$ 695.60
24	To Cash paid freight on coal	\$ 33.20
June 9th	To 1663 Bu & 32 lbs at \$1.00 per Bu	\$ 1663.50
"	To 194 Bu & 20 lbs at 72 cts	\$ 139.92

"	To 158 Bu at 75 cts	\$ 118.50
"	To 136 Bu 40 lb at 85 cts	\$ 116.16
"	To 565 Bu & 38 lbs at 95 cts	\$ 537.37
"	To 44 Bu at 40 cts	\$ 17.60
"	Amount footed up —	\$ 7582.70
"	Deduct Stillhouse Credits to May 27 th 1847	\$ 4050.94
"	Balance Stillhouse Debts	\$ 3531.76
14	To cash paid Rumbold & Gardner	\$ 115.68
24	To cash paid Lazalere & Barns	\$ 25.00
"	To 21 bu Corn	\$ 21.00
"	To 44 bu Oats 40 cts	\$ 17.60
"	To 23½ bu Rye	\$ 230.50
July 12	Cash paid Rumbold & Gardner	\$ 173.94
"	Cash paid Lazalere & Barns	\$ 20.00
15	To 1 Barrel flour for Griffiths	\$ 5.50
"	To 3 Bu Wheat for East	\$ 3.15
19	To 3 bu Shorts	.75
21	To cash paid Lazalere & Barns	\$ 10.00
August 11 th	To cash Ditto	\$ 30.00
"	To cash paid for 2669 Bu Corn & Rye from Pittsburg and Chopping	\$ 2234.04
"	To cash paid for Sacks & Barrels	\$ 298.41
"	To cash paid Quincy Board Wood	\$ 5.50
19	To 345 Bu Corn 70 cts	\$ 241.50
Sept 10 th	Cash paid for bushels of Rye	\$ 20.00
"	Cash paid John Clark for Rye	20.00

Sept 1 st	To Cash paid Jonathan Lazalee for Hops	\$ 50.00
"	To Cash paid Joseph Marsh 61 1/2 Bu Malt	\$ 49.20
6	To Cash paid Jonathan Lazalee in full	\$ 18.88
21 st	To Cash paid John Horned 57 bu Corn	.51
23	To 209 Bu & 7 lbs Rye at 75	\$ 156.75
"	To Cash paid Expenses	\$ 3.00
28	To Cash paid Jacob Roth	\$ 30.00
"	To Cash paid going to Cumberland	\$ 3.37
"	To Cash paid Metzler 63 1/2 Bu Rye Malt-trace	\$ 46.40
Oct 3 rd	Cash paid Jacob Roth	\$ 108.75
Oct 1 st	To 1177 Bu Corn at 70 cts	\$ 823.90
"	To 409 Bu Corn at 63 cts	\$ 257.67
22	To 514 Bu Corn at 50 cts	\$ 257.00
"	To 65 Bu & 12 lbs Corn at 53 cts	\$ 34.57
"	To 444 Bu & 6 lbs Corn 50 "	\$ 226.50
"	To 99 Bu & 8 lbs Corn 53 "	\$ 54.53
"	Amount footed up	\$ 9085.36
"	Deduct Still house Credits to Nov 11 th 1847	\$ 8117.57
"	Balance Still house Debit	\$ 967.69
"	Balance of business done in the year 1847 not heretofore included	
Aug 21 st 1847	Cash paid Samuel Weisley 2 Sacks	\$ 14.50
28	Cash paid John Engle 6 Hops	\$ 33.00
30	Cash paid David Engle 5 Hops	\$ 39.00
"	Cash paid Nathaniel Watson 14 hops	\$ 49.00
"	Cash paid Joseph Nixley 5 Hops	\$ 17.50
"	Cash paid for 87 head Hops	\$ 709.52
Sept 18 th	Cash paid Jacob Husby 3 Hops	\$ 15.50

"	Cash paid John Clark 21 Hogs	\$ 107.00
28	Cash paid John W. Haunard one Sow	\$ 12.00
"	Cash paid John Clark 2 Shoats	\$ 10.00
Oct 5 th	Cash paid Andrew Hinton 8 Hogs	\$ 36.00
"	Cash paid Daniel Engle 1 Seed Hog	\$ 6.50
6	Cash paid Christian Thirky assignees 11 Hogs	\$ 96.00
"	Cash paid Joseph Mummard 12 Hogs	\$ 90.00
14 th	Cash paid Samuel Hershey 1 Hog	\$ 5.75
19 "	Cash paid for 50 Head Hogs	\$ 332.00
"	Cash paid Docherty 3 Hogs	\$ 18.00
"	Cash paid B.C. Muford 2 hogs	\$ 15.00
"	Cash paid for 87 Bu Corn in Cars	\$ 43.50
"	Cash paid Joseph Walthamworth 44 Bu Corn in Cars	\$ 22.00
"	Cash paid Joseph Ebesame 1 Sow	\$ 7.00
Nov 5 th	Cash paid Joseph Walthamworth 44 Bu Corn	\$ 23.32
6	Cash paid Mr. Lea for 35 Head Hogs	\$ 266.19
23	To 1 1/3 Sacks Salt	\$ 2.50
26	To cash paid freight on 33 tons 15 cwt. Coal	\$ 39.15
"	To 1 Barrel Tar	\$ 2.50
"	To freight on 28 Hops Whiskey to Howard	\$ 28.00
"	To Cash paid for Oil	\$ 4.70
"	To 55 bu Corn of my raising	\$ 30.25
Dec 23	To cash paid for thrashing & Board	\$ 6.62
"	To 26 Bu Corn at 55 Cts	\$ 14.30
"	To Cash paid J. Lazalier for 84 Hogsheads	\$ 182.44
Jan 7 th 1848	To cash paid John Homer for hauling	\$ 119.04
	Amount footed up, —	\$ 3375.57

Deduct Credits of Still house upto Jan 7th 1848 = \$3215.23
 Balance Stillhouse Debtor — \$ 160.34
 7th " To 533 lbs ~~at~~ 70 cts \$ 373.10
 " To 690 lbs Hops \$ 69.00
 " To Cash paid 1 Bale Hops \$ 22.50
 8 To 2 Sacks Salt \$ 3.00
 19 To Cash paid Rumbles & Gardners note \$ 118.00
 26 To Cash paid Jonathan Lazalere \$ 75.00
 27 To Cash paid for 62 head Hogs & Expenses \$ 341.44
 " To Cash paid Expenses 1 Fat Hog \$ 5.42
 " To Cash paid Samuel Snyder 1 Sow \$ 4.50
 " 29 To 2 Sacks Salt \$ 3.00
 Feb 2 To Cash paid Expenses \$ 4.50
 10 To Cash paid going to Hurshy \$ 1.26
 14 To Cash paid for 39 Hogs & ~~Exp~~ \$ 216.06
 14 To Cash paid John Mark 4 Hogs \$ 24.00
 16 To Cash paid Jonathan Lazalere \$ 50.00
 17 To 3 Sacks Salt \$ 4.50
 25 To Cash paid for 141 head Hogs & Expenses \$ 655.07
 27 To 42 Bu & 16 lbs Rye at 75 \$ 31.70
 " To 435 Bu & 26 lbs Rye at 80 cts \$ 348.36
 " To 299 Bu & 20 lbs Rye at 85 \$ 254.46
 " To 374 Bu & 54 lbs at 90 cts \$ 337.44
 28 To Cash paid John Wouner Screening \$ 2.30
 " To Cash paid Jacob Hitzgen Storage on 260 hogheads, Whiskey \$ 16.25
 " To 130 Bu Old Corn at 70 cts \$ 91.00

"	To 69 Bu & 42 lbs corn at 50 cts	\$ 34.87
"	To 1874 Bu corn & 23 lbs at 55 cts	\$ 1030.93
"	To 305 Bu & 5 lbs corn at 45 cts	\$ 137.25
"	To 12 1/4 Bu Old Corn at 70 cts	\$ 8.57
March 3 ^d	To Cash paid Philip Greiner Rye 30 Bu 59 1/2 Bu	\$ 25.26
4	To Cash paid Jonathan Lazalier	\$ 25.00
7	To Cash paid John W. Hurshey	\$ 200.00
"	To Cash paid Freight & Expenses on Railed	\$ 3.93
9	To Cash paid John P. Graybill for 2 Hogs	\$ 15.00
"	To Cash paid John P. Graybill 6 Corn Wood	\$ 16.50
"	To Cash paid David Enge for hauling	\$ 56.64
	Amount footed up, -	\$ 4766.15
	Deduct Stillhouse Credits	\$ 3201.40
	Balance Stillhouse Debtor.	\$ 1564.75
15	Cash paid for 139 head Hops & Expenses	\$ 633.00
"	Cash paid for 11 Hogs B by W. Machen	\$ 70.00
18	Cash paid William Martiny for cutting	\$ 1.40
"	Cash paid Jonathan Lazalier	\$ 47.04
"	Cash paid " in full for Hopsheads	\$ 27.96
20	To 1069 Bu & 12 lbs corn at 50 cts	\$ 534.62
"	To 394 Bu & 47 lbs corn at 43 cts	\$ 126.77
"	To 122 1/4 Bu & 33 lbs at 45 cts	\$ 557.04
24	To Cash paid M. Hostetter 102 Bu Rye 60 cts	\$ 90.66
24	To Cash paid A. Sharen 90 Bu Rye Brew House	
	To the Marietta Brew House	\$ 78.82
28	To Cash paid Daniel Kopp Storage on Grain & Coal	\$ 32.49

21 st	To 7 Tacks Salt 150 cts	\$ 10.50
29 th	To Cash paid Henry March 18 Bu Rye Brack	\$ 130.00
April 3 rd	To Cash paid freight on 31 ton of coal	\$ 35.96
6	To Cash paid Expenses in going to Baltimore	\$ 5.65
"	To 362 Bu Corn at 50 cts	\$ 181.00
8	To 1945 Bu Corn at 45 cts	\$ 1075.25
"	To 49 Bu 46 lbs Corn at 40 cts	\$ 19.93
"	To 207 1/2 Bu Rye 80 cts	\$ 166.00
13	To Cash paid 600 ft Oak Plank	\$ 12.00
27 th	To Cash paid Jonathan Lazalere	\$ 50.00
May 16	To Cash paid for 17 Bu Rye Flour	\$ 53.12
"	To Cash paid freight on 30 1/2 tons coal	\$ 33.55
20	To Cash paid Jonathan Lazalere	\$ 30.00
"	To Cash paid Smith on coal	\$ 20.00
25	To Cash paid Robt freight on 30 tons coal	\$ 33.00
31 st	To Cash paid Stoneman	\$ 35.47
June 2 nd	To Cash paid H. Hubly 47 1/2 Bu Rye 59 10 Bu	\$ 42.50
3	To Cash paid Jonathan Lazalere	\$ 50.00
9	To Cash paid Rummoch & Gardner	\$ 58.90
"	To Cash Freight paid	\$ 7.50
10 th	To Cash paid C. J. Kipple on 28 ton coal	\$ 30.50
	Amount footed up —	\$ 5839.68
	Deduct receipts of Stillhouse up to June 9 th 1848	\$ 3564.67
	Balance Stillhouse Debtor —	\$ 2275.01
14	To 1252 Bu 54 lbs Corn at 45 cts	\$ 563.81
"	To 242 Bu 26 lbs Corn at 42 cts	\$ 101.41

"	To 413 Bu 14 lbs Com at 44	\$ 181.83
"	To 68 Bu & 5 lbs Com 25 cts	\$ 17.03
15	To Cash paid Strenuous on Coal	\$ 33.82
17 th	To Cash paid Jonathan Lazalere	\$ 20.00
24	" To Cash paid John Hauser to Boiled	\$ 4.00
"	To Cash paid B Markly firing Boiler	\$ 8.50
"	To Rumochs & Gardner and Order	\$ 75.00
"	To Cash paid John Keisly by W. Macker ^{Boiled}	\$ 50.00
"	To Cash paid Levi Trego	\$ 179.00
"	To 20 Bu flow to Rumochs & Gardner	\$ 115.00
July 1 st	To Cash paid Smith Freight	\$ 13.28
4	To Cash paid J. Lazalere	\$ 15.00
5	To Cash paid for Oil & Spikes	\$ 3.35
6	To 969 Bu Rye at 80 cts	\$ 775.20
8	To Cash paid David Capel Freight	\$ 33.35
10	To Cash paid for 31 1/2 ton coal & freight	\$ 93.24
14	To Cash paid J. Lazalere	\$ 20.00
August 1 st	To Cash paid John Shaffer 100 lb. Spicks	\$ 5.00
3	To Cash paid John Clark 18 hogs by A.D. H. 1847	\$ 80.00
5	To Cash paid Rumoch & Gardner note	\$ 97.85
12	To Cash paid John Keeney for Hauling	\$ 76.38
13	To Cash paid Jacob Snyder	\$ 29.40
"	To Chopping 102 Bu Rye from John Wiley	\$ 6.12
29	To Cash paid Expenses in going to Philadelphia	\$ 5.00
"	To Cash paid a dew Bill J Lazalere & 4 hogs	\$ 82.07
Sept 6	To Cash paid Expenses	\$ 12.07

9	To Cash paid Jonathan Lazalere	\$ 50.00
Oct 9 th	To Cash paid J. Lazalere	\$ 15.00
"	To 780 Bu & 48 lbs Corn at 40 cts	\$ 312.32
"	To 52 Bu & 23 lbs 42 cts	\$ 22.00
"	To 422 Bu & 33 lbs Corn at 46 cts	\$ 194.37
14	To 1030 Bu & 22 lbs Corn at 50 cts	\$ 515.20
"	To 46 Bu & 37 lbs Corn Corn at 45 cts	\$ 21.00
"	To 111 Bu Oats at 30 cts	\$ 33.30
"	To 388 Bu & 22 lbs Rye at 70 cts	\$ 261.87
"	To 57 Bu & 40 lbs Rye at 72 1/2 cts	\$ 36.18
"	To 39 Bu & 48 lbs Rye at 75 cts	\$ 29.90
20	To Cash paid J. Lazalere	\$ 30.00
"	To Cash paid for 32 head Hogs	\$ 160.00
Nov 4 th	To Cash paid J. Lazalere	\$ 15.00
14	To Cash paid Greenwalt & George 30 Coal	\$ 60.00
22	To Cash paid for hauling 90 hogheads	\$ 22.50
"	To Cash paid Coal & Plank	\$ 10.99
23	To Cash paid J. Lazalere	\$ 10.00
Dec 1 st	To Cash paid Jacob Shultz	\$ 26.30
2 nd	To Cash paid Jonathan Lazalere	\$ 100.00
7	To 1 Sack Salt	\$ 1.50
12	To Cash paid for Brimstone & Antimony	\$ 1.65
15	To Cash paid Jonathan Lazalere	\$ 50.00
20	To Cash paid going to (Lumberland) Back	\$ 4.75
22	To Cash paid J. Lazalere	\$ 60.00
23	To Cash paid for Oil	\$ 2.25
"	To Cash paid John Wiley 102 Bu Rye	\$ 78.50

27	To Cash paid J. Lazalere	\$ 20.00
"	To Cash paid for rails	\$ 1.00
Jan 13 th 1849	To Cash paid Vaughan for stuff	\$ 36.96
15 th	To Cash paid J. Lazalere	\$ 15.00
	Amount footed up —	\$ 7167.26
	Credit Receipt of Still House up to Nov 25 th 1848	\$ 7535.70
	Amount favor of Still House	\$ 368.64
The following is a part of the account of the year 1848 not heretofore included		
Sept 22 nd 1848	To Cash paid for 100 head Hogs	\$ 525.75
Oct 4	To Cash paid Christian Shirk ^{hogs} 15 th head	\$ 732.28
16	To 316 Bu 37 lbs Corn	\$ 158.33
"	To 76 Bu Corn 37 lbs at 53 cts	\$ 40.61
"	To 333 Bu & 24 lbs Corn at 54 cts	\$ 180.03
"	To 176 Bu & 43 lbs Corn at 55 "	\$ 97.21
"	To 163 Bu & 19 lbs Corn at 45 "	\$ 73.50
"	To 65 Bu Corn at 52 cts	\$ 33.80
26	To 20 bu Corn	\$ 2.50
Dec 21 st	To 8 Hogs 94 5 lbs	\$ 37.80
Jan 21 st 1849	To Cash paid Jonathan Lazalere	\$ 20.00
"	To Cash paid Myers for 52 Hogs & Expenses	\$ 271.87
26	To 1 Sack Salt	\$ 1.50
27	To Cash paid Jonathan Lazalere	\$ 26.00
Feb 3 rd	To Cash paid for Oil	\$ 2.25
8	To Cash paid Jonathan Lazalere	\$ 10.12
"	To 2 Sacks Salt	\$ 3.00

"	To Cash paid V. Toller & Co paid for Copper	\$ 31.21
"	To Cash paid Storage 193 bushheads Whiskey	\$ 19.30
"	To Cash paid Jacob Stibgen	\$ 23.00
"	To unloading, weighing, loading Rye	\$ 8.80
16	To Cash paid for Grates & Patterson Freight	\$ 14.15
24	To Cash paid C. Lingencher for 40 bu Rye	\$ 26.89
"	To Cash paid Jacob Weitzel for the right & use of a Plug in the Still	\$ 15.00
"	To Cash paid Jacob Weitzel a Bill Book	\$ 37.98
March 2	To Cash paid S. Ruth 20 Bu Rye D. B.	\$ 13.44
3	To Cash paid Jonathan Lazalere	\$ 60.00
"	To Cash paid 46 head Hogs & Expenses	\$ 326.69
"	To Cash paid Coppered Work & Co	\$ 27.16
8	To Cash paid John P. Graybill 72 bu Rye	\$ 49.94
9	To Cash paid Jonathan Lazalere	\$ 20.00
"	To Cash paid John Hocine ^{hauling} for	\$ 165.40
11	To Cash paid Henry Ruth 10 bu Rye	\$ 6.50
17	To Cash paid Jonathan Lazalere	\$ 45.00
	Amount footed up —	\$ 3106.99
	Credit receipts of Stillhouse up to March 26 th 1849	\$ 7366.64
	Monies made in favor of Stillhouse.	\$ 4259.15
29	To Cash paid D. Engle 42 bu Rye Drawn off	\$ 28.76
"	To 638 Bu Rye at 75 cts	\$ 478.50
"	To 383 Bu 30 lb Rye at 70 cts	\$ 268.51
"	To 30018 36 lb Rye at 65 cts	\$ 1951.50
"	To 57 Bu & 45 lbs Rye at 60 cts	\$ 34.62

"	To 334 B. Oats 30 cts	\$ 100.20
"	To 199 Bu 35 lbs Barley at 60	\$ 119.75
"	To 280 Bu corn at 55 cts	\$ 154.00
"	To 1732 Bu corn 30 ^{at} 45 cts	\$ 779.63
"	To 2971 Bu 48 lbs corn at 50 cts	\$ 1485.90
"	To cash paid for 144 Hogs & Expenses	\$ 634.32
"	To $\frac{1}{2}$ Sack Salt	.75
April 9	To 45 Bu. Shorts	\$ 8.10
19	To cash to B. Markley	\$ 15.90
"	To 2607 Bu corn at 50 cts	\$ 1303.50
24	To cash paid Jonathan Lazalere	\$ 20.00
"	To Cash paid for oil	\$ 2.25
May 14	To Cash paid Jonathan Lazalere	\$ 60.00
31	To cash paid Jacob Roth for masking	\$ 30.00
"	To Cash paid Peter Grayfile 4 Cords Wood	\$ 11.00
"	To Cash paid Valentine March 80 S Matting	\$ 101.47
June 6	To Cash paid Patterson & Wilmer 39 $\frac{3}{4}$ Aye	\$ 33.91
9	To Cash paid Peter Baker for Lumber	\$ 47.48
16	To Cash paid Jonathan Lazalere To Cash	\$ 20.00
19	To Cash paid John Roth 52 Hogheads	\$ 136.50
20	To Cash Captain Baker on Wheeler & Miller	\$ 25.00
23	To Cash paid Jonathan Lazalere	\$ 109.50
"	To Cash paid for Licenses & Expenses	\$ 14.37 $\frac{1}{2}$
"	To Cash for 11 Sacks Salt	\$ 15.12 $\frac{1}{2}$
25	To Cash freight on 30 $\frac{1}{4}$ tons coal	\$ 33.27
July 6	To Cash paid Greenwall & George 25 Bl. Flour	\$ 112.50

1	To Cash paid Captain Sprouman 29 tons 14 cwt freight	\$32.67
7	To Cash paid J. Lazalere	\$35.00
12	To Cash paid for Oil	\$2.25
"	To 5344 bu & 41 lbs Corn at 50 cts	\$2672.50
"	To 18879 Bu Oats at 30 cts	\$56.66
"	To 470 Bu Rye at 60	\$282.00
July 14	To Cash paid Jonathan Lazalere	\$50.00
31	To Cash paid William Belts Note	\$164.80
"	To Cash paid P. Graybill for 1 Hog	\$5.00
August 4	To Cash paid Bronstie for unloading Rye	\$2.00
9	To Cash paid J. P. Smith 1831 Bu Rye	\$1044.12
"	To Cash paid John Cochenam unloading Rye	\$1.50
"	To Cash paid Lea Bushed Ho 215 lbs Hops	\$20.43
20	To Cash paid freight on 2 Loads Coal	\$50.00
31	To Cash paid J. Lazalere	\$10.00
Sept 3	To Cash paid for Spikes	\$3.00
4	To Cash paid Weighing 80 Hogs &c	\$1.25
10	To Cash paid for 254 Head Hogs & C. Stink	\$1369.00
12	To Cash paid Lazalere	\$15.00
17	To Cash paid J. Lazalere	\$10.00
"	To Cash paid Weighing &c	\$1.45
"	To Cash paid H. Frederick Work at Rye	\$1.00
"	To Cash paid Jonathan Lazalere	\$100.00
19	To Cash paid for Oil	\$2.25
21	To Cash paid for 3 Wash Rakes	\$1.00
22	To Cash paid Jonathan Lazalere in full	\$100.50

	Amount footed up —	\$14168.05
	Credit by receipts of Stillhouse up to Oct 23 ^d 1849	\$14066.68
	Balance Stillhouse debtor —	\$101.37
Oct 31 st	To Cash paid for Gallons Oil	\$2.76
Nov 13 th	To Cash paid Wheeler & Miller note	\$207.94
"	To 231 Bu Rye at 60 cts	\$138.60
"	To 571 Bu 45 lbs Rye at 57 cts	\$31.20
"	To 312 Bu Oats 30 cts	\$93.60
"	To 429 Bu Oats 33 cts	\$141.57
"	To 140 Bu Corn at 64 cts	\$89.60
"	To 272 Bu 25 lb at 50 cts	\$136.20
"	To 460 1/2 Bu Corn at 64 cts	\$294.72
"	To 132 Bu & 20 lb Corn at 62 cts	\$82.04
"	To 543 Bu 42 lb 63 cts	\$342.56
"	To 656 Bu Corn at 65 cts	\$426.40
"	To Cash paid W. J. Handman 44 Hogs	\$454.00
"	To interest	\$100.00
Dec 8 th	To Cash paid P. Greins 56 Bu Rye ^{& Breunhous} 57 lb	\$31.92
18	To Cash paid Greenwalt & George	\$7.50
26	To Cash paid John Stanner for H. 2 bu wheat	\$1.00
27	To Cash paid 39 Bu Rye Pinkerton for mar	\$25.77
"	To Cash paid for 4 Gallons Oil	\$2.75
Jan 3 ^d 1850	To Cash paid Jacob Stitzgen Storage on 225 Hogheads Whiskey —	\$22.50
"	To 3 Sacks Salt	\$4.25
"	To Cash paid Lea Parker & Co 1 B. Hops	\$24.05

	Amount footed up —	\$ 2762.30
	Credit Receipts of Stillhouse up to Jan 15 th 1850	\$ 464.96
	Balance Money on hand in favor of Stillhouse.	\$ 1902.66
Jan 19 th 1850	To Cash paid A. Watson 3 Cords Wood	\$ 8.50
22	To Cash paid C. Snyder 51 Bu to Brew house	\$ 32.79
Feb 12	To Cash paid C. Shirk 148 Hogs & Expenses	\$ 561.50
14	To Cash paid C. Gesler 33½ Bu Rye Brew house.	\$ 21.13
20	To Cash paid Robert Byers & Expenses 47 hogs	\$ 338.71
21	To Cash paid John Roths 133 Hogheads	\$ 376.62½
"	To Cash paid Expenses at Rogers	\$ 1.53
23	To Cash paid E. Engle 87 Bu Rye Brew house	\$ 51.86
"	To Cash paid for 1 Sett Grate	\$ 8.00
28	To Cash paid Weighing Hogs	\$ 1.00
March 1 st	To Cash paid John Wiler 54 Bu Rye B. House	\$ 33.48
2	To 231 Bu & 21 lbs Rye at 65 cts	\$ 151.38
"	To 1016 Bu & 51 lbs Rye at 62½ cts	\$ 630.48
"	To 95 Bu 24 lbs Rye at 60 cts	\$ 57.28
"	To 700 Bu Oats at 30 cts	\$ 210.00
"	To 737 Bu Oats 32½ cts	\$ 239.52
"	To 299 Bu Oats 31 cts	\$ 92.69
"	To 447 Bu Corn & 30 lbs at 62 cts	\$ 277.45
"	To 382 Bu Corn at 60 cts	\$ 217.20
"	To 113 Bu Oats at 33½ cts	\$ 38.04
"	To 2776 Bu, Corn & 8 lbs 56	\$ 1554.64
2	To Cash paid Jonathan Lazzare 56 hogheads	\$ 162.00
"	To 1100 Bu Corn at 56 cts	\$ 616.00

9	To Cash paid G. Watbrow for hauling	\$ 50.34
19th	To 123 1/2 Bu Corn at 56 cts	\$ 689.64
"	To Cash paid Weitzell	.75
26	To Cash paid John G. Hoener 73 B Rye B.	\$ 47.33
28	" To Cash paid Jacob Stibgen 6 1/2 tons Coal	\$ 21.12
"	To 304 Bu 33 lb Rye at 62 1/2 cts	\$ 188.83
"	To 28 Bu Corn 56 "	\$ 15.68
April 1	To Cash paid Wheeling Miller order on 28 tons Coal	\$ 25.00
"	To Cash paid B. Hostetter hauling	\$ 170.62
17	To Cash paid Wheeling Miller Captain	\$ 25.00
24	To Cash paid " " " per order	\$ 25.00
26	To Cash paid " " " 32 tons Banters	\$ 25.00
29	To Cash paid " " Captain	\$ 25.00
	Amount footed up -	\$ 6985.11
	Receipts of Stillhouse up to May 2 ^d 1850	\$ 7649.53
	Monies made by Stillhouse on hand.	\$ 664.42
May 20 th	To 474 Bu Oats for J. Whitford	\$ 175.01
"	To Sacks Salt	\$ 2.50
25	To Cash paid Jonathan Lazarere 17 hogsheds	\$ 44.62
"	To repairing Hogsheds	.75
29	To Cash paid Peter Baker for Cumber	\$ 35.92
June 5 th	To Cash paid for oil	\$ 3.76
24	To Cash paid Licences & for a Sub	\$ 21.00
"	To 1155 Bu Corn at 56 cts	\$ 646.80
"	To 2260 Bu Corn at 60 cts	\$ 1356.00
"	To 296 Bu & 35 lb Rye at 62 cts	\$ 183.88

July 7 th	To Cash paid Sea Bunker & Co 234 lbs Hops	\$ 35.10
13	To Cash paid Jacob Roth for 16 Hogsheads	\$ 42.00
15	To Cash paid Whitford 10 barrel flour 1186 Bu Oats	\$ 488.48
22	To Cash paid John Roth	\$ 300.00
27	To Cash paid Jacob Disher 71 3/4 Bu Rye	\$ 43.89
August 7	To Cash paid for Oil	\$ 2.59
22	To Cash paid Wheeler & Miller Captain	\$ 25.00
28	To Cash paid Limp & Low Storage of Coal	\$ 55.10
Sept 3 rd	To Cash paid C. Shirk for 337 head hogs	\$ 758.00
5	To Cash paid Wheeler & Miller Captain	\$ 25.00
6	To Cash paid Repa ^{Repairing} pipes & Expenses	\$ 6.44
7	To 123 Bu. Rye at 62 1/2 cts	\$ 76.87
"	To 340 Bu. Corn at 56 cts	\$ 190.70
"	To 838 Bu & 41 lbs corn at 60 cts	\$ 503.21
11	To Cash paid Royer for weighing	\$ 2.96
17	To Cash paid Wheeler & Miller	\$ 500.00
28	To Cash paid for 1 Thermometer	\$ 1.75
Nov 1	To Cash paid for 4 Gal Oil	\$ 2.76
9	To Cash paid Jacob Roth tins & 16 hogsheads	\$ 42.50
21	To 559 Bu & 12 lbs Rye at 65 cts	\$ 363.48
"	To 233 Bu Oats at 35 cts	\$ 81.55
"	To 2064 Bu 50 lb. corn at 60 cts	\$ 1238.95
"	To 1626 Bu corn & 13 lbs 50 ^{cts}	\$ 813.12
"	To 9 Bu Oats	\$ 3.15
"	To Cash paid Watson & Jacobs 720 Buckwheat	\$ 394.25
"	To paid Expense on same	\$ 5.37

Amount footed up — \$9471.44
 Receipts of Stillhouse up to Nov. 20th 1850 — \$11182.08
 Monies made by Stillhouse \$1211.56

Dec 6	To Cash paid for 10 Bu Limes & hauling hops	\$ 1.50
17	To Cash paid for Oil 1 Choorn & 1 Spicket	\$ 6.51
"	To Cash paid William for screening Wheat	" 87½
Jan 11 th 1851	To Cash paid for 1 Sack Salt	\$ 1.30
14	To 75 Bu Bran	\$ 7.50
18	To 75 Bu & 52 lbs Rye at 70 cts	\$ 53.14
"	To 103 Bu & 38 lbs Rye at 65 cts	\$ 67.38
"	To 84½ Bu Oats 35 cts	\$ 29.55
18	To 1837 Bu & 13 lbs Corn at 50 cts	\$ 918.62
21	To Cash paid for Oil	\$ 2.75
Feb 1 st	To Cash paid Jonathan Lazarus 40 hogsheads	\$ 105.00
"	To Cash paid repairing Hogsheads	\$ 2.00
5	To Cash paid Apple & Conrad	\$ 7.00
"	To Chopping a Lot Wheat & Rye 720 Bu	\$ 36.00
13	To 113½ Bu Rye at 65 cts	\$ 73.77
18	To 6 Bu. Malt	\$ 4.20
"	To 61 Bu Rye	\$ 39.65
24	To 17½ Bu Rye at 55 cts	\$ 11.37½
March 3 rd	To weighing paid Rogers at 10¢ 313	\$ 3.13
"	To Cash paid Stibgen 1014 feet Plank	\$ 11.15
"	To Cash paid Expenses for unloading	\$ 4.00
"	To Storing 251 hogsheads	\$ 25.10
4	To Cash paid P. Baker 1513 feet plank	\$ 12.10

"	To 57 Gallons Whiskey at 22 cts	\$ 11. 22
"	To Cash paid John Rottis in full	\$ 377. 25
14	To Cash paid Lea Bucher & Co, 236 lbs Hops	\$ 59. 00
17	To Cash paid a balance on Coal	\$ 1. 36
19	To Cash paid John Weisler 2 Cords wood	\$ 4. 50
20	To Cash paid Valentine Marsh	\$ 90. 62
"	To Cash paid Jacob Snyder for Oye & Oats	\$ 55. 20
24	To Cash paid A. T. Hasbrouck	\$ 13. 40
25	To Cash paid H. T. Schenk	\$ 234. 19
"	To Cash paid John G. Horner	\$ 4. 60
"	To Cash paid William Maachen	\$ 3506. 41 1/2
"	To Cash paid John Stauffer	\$ 3506. 41 1/2
	Amount footed up, —	\$ 9287. 76
	Receipts of Stillhouse up to March 22, 1851 —	\$ 9287. 76
	Books balanced —	

This the foregoing amendment of the Bill of John Stauffer and referred to in said Bill by Letter (Exhibit A) includes the expenses of the Stillhouse of John Stauffer and William Maachen, from the Twenty first day of September A. D. 1846 up to and until the twenty fifth day of March A. D. 1851

Turner & Bright
Complainants Solicitor

A memorandum of monies made and receipts of the Stillhouse of John Stauffer and William Machen from September 21st 1846 until March 25th 1851

Dec 9 th	Or By Cash from Robert Barney	\$ 5.00
10	Or by Cash from C. Brown 1 fat hog	\$ 11.05
"	Or by Cash from John Reming 127 lbs pork	\$ 6.35
"	Or by Cash from J. F. Miller	\$ 600.00
16 th	Or by Cash from J. Stauffer 325 lbs Pork	\$ 16.25
"	Or by Cash from W. Machen 294 lbs Pork	\$ 14.70
"	Or by Cash from Robert Barney	\$ 4.55
30	Or by Cash from Michael Hein	\$ 889.90
"	Or by Cash from J. F. Miller	\$ 700.00
Jan 5 th 1847	Or by Cash for 1 hog	\$ 5.00
"	Or by Cash for Geis & Son	\$ 120.00
14	Or by Cash from Wm. Machen 511 lbs Pork	\$ 28.05
18	Or by Cash from J. F. Miller	\$ 26.21
"	Or by Cash from Geis & Son	\$ 320.00
"	Or by Cash from Matile & Co	\$ 100.00
19	Or by Cash from John M. Whitehill	\$ 6.40
25	Or by Cash from George Machen	\$ 8.05
26	Or by a Check on Noble & Co	\$ 24.44
February 6	Or by Cash for 216 lbs Pork 5 $\frac{1}{2}$	\$ 11.88
8	Or by Cash from Geis & Son	\$ 150.00
"	Or by Cash from B. Meichler	\$ 200.00
"	Or by Cash from Geis & Son	\$ 1000.00

"	Cr by Cash for 153 lbs pork 7 th Moachen	\$ 7.65
15	Cr by Cash from Geis & Son	\$ 2000.00
19	Cr by Cash from Mishler	\$ 283.92
20	Cr by Cash from C. E. & B. Grebill for fat hog	\$ 18.00
"	Cr by feeding hogs 40 months & 7 days 87 ¹ / ₂	\$ 35.20
22	Cr by Cash from J. Mishler on Hogs	\$ 10.00
"	Cr by Cash from Geis & Son	\$ 500.00
23	Cr by Cash from Strangers for Whiskey	\$ 6.87 ¹ / ₂
26	Cr by Cash for 400 lbs pork	\$ 24.00
March 1 st	Cr by Cash from Geis & Son	\$ 400.00
8	Cr by Cash from B. Mishler	\$ 575.42
9	Cr by Cash from John Hostetter	\$ 500.00
"	Cr by Cash from W. Machen 157 th Park	\$ 2.42
	Amount footed up —	<u>\$ 8571.64</u>
12/47	Cr by Cash from J. Mahling 257 th Park	\$ 16.70
17	Cr by Cash from Andrew Stibgen	\$ 5.00
23	Cr by Cash from John Hostetter	\$ 1000.00
25	Cr by Cash from Peter Tailor	\$ 20.00
29	Cr by Cash from John Hostetter	\$ 181.47
30 th	Cr by Cash from Geis & Son	\$ 400.00
April 3 rd	Cr by Cash from John Reser 39 Gal Whiskey	\$ 10.87 ¹ / ₂
6	Cr by Cash from Geis & Son	\$ 58.97
7	Cr by Cash from Michael New	\$ 342.44
"	Cr by Cash for Whiskey	\$ 12.04
May 8 th	Cr by Cash from Mr Stibgen	\$ 3.45
11	Cr by Cash from Geis & Son	\$ 800.00

"	Or by Cash from Boggs & County	\$ 600.00
21	Or by Cash from Boggs & County	\$ 300.00
"	Or by Cash from Geis & Son	\$ 300.00
	Amount Footed up from last footing	\$ 4050.94 ¹ / ₂
"	Or by 3 Bushel Shorts	" 75
"	Or by Cash from S. Christian & Co	\$ 161.45
Aug 28 th	Or by Cash from J. Lurtner 683 Gal Milk	\$ 191.24
"	Or by Cash from James Hamilton 34 hogs	\$ 440.30
Sept 6	Or by Cash from Swartz	\$ 15.00
10	Or by Cash from do	\$ 10.00
18	Or by Cash from Gohm hogs	\$ 64.00
24	Or by Cash from James Hamilton	\$ 1493.40
"	Or by feeding 43 hogs 6 months & 7 days	\$ 268.75
25	Or by Cash from Michael Hen	\$ 1687.42
27	Or by Cash from Geis & Son	\$ 1000.00
"	Or by Cash from Boggs & County	\$ 150.00
"	Or by Cash for 146 lbs Pork	\$ 10.32
"	Or by feeding 38 Hogs	\$ 244.32
"	Or by Cash for 7 hogs	\$ 69.72
Oct 4 th	Or by Cash for 2 Hogs	\$ 14.00
"	Or by Cash from Weisk & Swartz	\$ 55.00
9	Or by Cash from do	\$ 50.00
14	Or by Cash from Weisk & Swartz	\$ 60.00
18	Or by Cash from Weisk Son	\$ 900.00
28	Or by Cash from Michael Hura	\$ 929.00
Nov 3	Or by Cash from George Weisk & Swartz	\$ 143.00

11 Or by Cash George " " \$160.00
Amount footed up. \$8117.57

" Or by Cash from George Wick & Swartz \$230.00

" Or by Cash from 2 Colandrea 1 Hog \$15.12

Dec 1st Or by Cash from Michael Hen \$834.94

17 Or by Cash from Michael Hen \$138.57

20 Or by Cash from Geis & Son \$1000.00

23 Or by Cash for 262 lbs Pork \$15.72

28 Or by Cash from Michael Hen \$135.40

" Or by Cash from " " \$400.00

Jan 3rd 1848 Or by Cash from Geis & Son \$400.00

" Or by Cash from Michael Hen \$100.00

" Or by Cash on account of a hog \$9.00

5 Or by Cash from Zachariah Howd. \$15.48

6 Or by Cash from Conrad Swartz \$11.00

7 Or by Cash from Stibgen \$10.00

Amount footed up - \$3215.53

10 Or by feeding Hops 156 Months & 22 days \$156.75

12 Or by Cash from Henry Lutz 229 lbs Pork \$14.88

17 Or by Cash for 225 lbs Pork \$14.62½

" Or by Cash for one Hog \$13.25

26 Or by Cash for 544 lbs Pork \$32.64

27 Or by Cash from Beaty \$24.70

" Or by Cash from James Hamilton \$600.00

Feb 1st Or by Cash for 1 hog \$8.62

" Or by Cash from James Hamilton \$252.34

9	Or by Cash for 1 hog	\$ 8.00
14	Or by Cash for 1 hog	\$ 10.00
15	Or by Cash from Hence 390 lbs Pork	\$ 25.35
17	Or by Cash from Miller	\$ 245.15
"	Or by Cash from Geis & Son	\$ 600.00
"	Or by Cash for 1 Hog Beatty	\$ 15.00
"	Or by Cash for 660 lbs Pork	\$ 39.60
24	Or by Cash for a Butcher	\$ 10.75
"	Or by Cash from Ockevon account 1 Hog	\$ 10.00
"	Or by Cash from James Hamilton	\$ 1035.36
March 4	Or by Cash from Michael New	\$ 84.38
	Amount footed up -	<u>\$ 3201.40</u>
March 15. 1848	Or by 23 head of Sheep from Tapp	\$ 69.00
20	Or by Cash from Jacob Stibgen 190 lbs Pork 6 1/2 %	\$ 12.35
"	Or by feeding Hogs 179 months	\$ 179.00
24	Or by Cash from James Hamilton	\$ 329.40
"	Or by Cash from Geis & Son	\$ 300.00
"	Or by Cash from J. T. Miller	\$ 855.00
25	Or by Cash from Andrew Stibgen	\$ 7.35
30	Or by Cash from Henry Witmer	\$ 8.00
April 1 st	Or by Cash from Sullyback & Kline	\$ 41.37
"	Or by Cash from J. T. Miller	\$ 300.00
"	Or by Cash from Geis & Son	\$ 300.00
13	Or by Cash from Cunhame	\$ 9.40
"	Or by Cash from Geis & Son	\$ 300.00
29	Or by Cash from Henry Pollin 2 Hogs	\$ 12.00

May 1 st	Or by Cash from Swartz & Heik	\$ 16.00
6	Or by Cash	\$ 2.50
April 8	Or by feeding a lot of hogs in the lot	\$ 49.66
"	Or by Cash from Jacob Rott 733 lbs Pork	\$ 47.64
May 15 th	Or by Cash from Abraham Rees 4 hogs	\$ 26.00
June 9 th	Or by Cash from Geis & Son	\$ 200.00
"	Or by Cash from J. F. Miller	\$ 500.00
	Amount footed up - - - -	\$ 3564.67
June 19	Or by Cash from Michael New	\$ 216.18
"	Or by Cash from - - - -	\$ 272.62
July 4 th	Or by Cash from Geis & Son	\$ 350.00
Aug 5 th	Or by Cash from Geis & Son	\$ 800.00
"	Or by Cash from John Leit 1 hog	\$ 9.00
24	Or by Cash from Butcher 3 hogs	\$ 14.40
"	Or by Cash from J. F. Miller	\$ 600.00
"	Or by Cash 3 hogs - - - -	\$ 16.72
Sept 1 st	Or by Cash 4 hogs - - - -	\$ 28.00
5	Or by Cash from Henry Grimm	\$ 746.15
"	Or by Cash 5 hogs	\$ 24.20
8	Or by Cash 3 hogs	\$ 25.00
"	Or by Cash 4 hogs	\$ 33.50
9	Or by Cash 1 hog	\$ 10.00
11	Or by Cash 1 hog	\$ 8.00
12	Or by Cash 2 hogs	\$ 10.00
13	Or by Cash for 1 hog	\$ 8.85
15	Or by Cash for 2 hogs	\$ 19.00

"	Cr by Cash for 3 Bu. malt	\$ 3.00
"	Cr by Cash for 1 hog	\$ 6.00
16	Cr by Cash for 1 hog	\$ 5.00
19	Cr by Cash for 2 hogs	\$ 15.83
22	Cr by Cash for 2 hogs	\$ 17.00
"	Cr by Cash for 40 hogs per Grimm	\$ 423.28
25	Cr by Cash for 45 head hogs from do	\$ 420.75
26	Cr by Cash for 1 hog	\$ 7.00
"	Cr by Cash for J. Brenman 1 hog	\$ 8.74
"	Cr by Cash for 1 hog	\$ 11.00
"	Cr by Cash for 1 hog	\$ 10.00
29	Cr by Cash for 1 hog	\$ 10.00
30	Cr by Cash for 26 hogheads Whiskey T. J. Co	\$ 827.36
Oct 4	Cr by Cash for 2 hogs	\$ 12.48
"	Cr by Cash of J. F. Miller	\$ 300.00
6	Cr by Cash for 1 hog	\$ 5.53
9	Cr by Cash for 1 hog	\$ 7.48
10	Cr by Cash for 1 hog	\$ 6.00
13	Cr by Cash for 1 hog	\$ 7.92
	Amount footed up,	\$ 5302.72
"	Cr by Cash for 1 hog	\$ 8.41
"	Cr by Cash for 4 hogheads Whiskey	\$ 137.00
17	Cr by Cash from John Gramm	\$ 824.89
"	Cr by Cash for 1 hog	\$ 11.00
23 ^d	Cr by Cash from G. S. Brady 1 hog	\$ 6.16
24	Cr by Cash for 1 hog	\$ 7.15

26	On by Cash for 1 hog 105 lbs	\$ 5.77
"	On by Cash from Henry Gramm	\$395.35
27	Cr by Cash for 2 hogs	\$ 13.00
"	Cr by Cash for 1 hog	\$ 8.69
30	On by Cash for 1 hog	\$ 8.36
31	Cr by Cash for 1 hog	\$ 9.02
"	On by Cash for 1 hog	\$ 10.00
Nov 1 st	Cr by Cash for 1 hog	\$ 8.40
"	On by Cash for 1 hog	\$ 9.68
2	Cr by Cash for 3 hogs	\$ 18.31
3	Cr by Cash for 2 hogs	\$ 15.70
6	Cr by Cash for 1 hog 216	\$ 11.30
"	On by Cash for 2 hogs	\$ 12.00
"	Cr by Cash for 2 hogs	\$ 19.30
7	Cr by Cash for 1 far hog	\$ 8.55
8	Cr by Cash for 1 hog	\$ 10.00
10	On by Cash for 2 hogs	\$ 19.75
"	On by Cash for 2 hogs	\$ 19.85
14	Cr by Cash for 2 hogs	\$ 18.47
15	Cr by Cash for 218 lbs Pork	\$ 11.99
17	Cr by Cash for 185 lbs Pork	\$ 10.17½
18	On by Cash for 258 lbs Pork	\$ 14.19
"	Cr by Cash from J. F. Miller	\$500.00
21	Cr by Cash for 1 hog	\$ 9.79
"	On by Cash for 1 hog 225	\$ 12.37
23	On by Cash for 1 hog 245	\$ 13.45

24	Or by Cash for 2 hogs	\$ 15.00
25	Or by Cash for 2 hogs	\$ 23.00
"	Or by Cash for 118 lbs pork	Rule 49
	Amount footed up -	<u>\$ 7535.90</u>
"	Or by Cash from J. F. Miller	\$ 400.00
"	Or by Cash from " "	\$ 300.00
"	Or by 340 Bus Corn Old	\$ 183.60
Dec 1 st	Or by Cash from Geis & Son	\$ 500.00
12	Or by Cash from Geis & Son	\$ 300.00
Jan 4 th 1849	Or by Cash from Geis & Son	\$ 600.00
13	Or by Cash from J. F. Miller	\$ 600.00
"	Or by a balance brought from Page 13	\$ 368.64
31	Or by Cash from J. F. Miller	\$ 500.00
Feb 14	Or by Cash from James Hamilton	\$ 740.00
15	Or by Cash from David Cassal	\$ 21.90
24	Or by a Draft on James Hamilton	\$ 1200.00
March 2 nd	Or by 42 Month pot tail	\$ 42.00
"	Or by Cash from Samuel Black	\$ 310.00
"	Or by Cash from J. F. Miller	\$ 800.00
26	Or by Cash from J. F. Miller	\$ 500.00
	Amount footed up -	<u>\$ 7366.14</u>
	A part of the account of 1848 not included	
Nov 27	Or by Cash for 1 fat hog	\$ 6.76 $\frac{1}{2}$
28	Or by Cash for 1 fat hog	\$ 12.26 $\frac{1}{2}$
Dec 1 st	Or by Cash for 1 fat hog	\$ 11.11
"	Or by Cash for hogs	\$ 88.78

2	Cr by Cash for 1 hog 204 lbs	\$ 12.24
4	Cr by Cash for 1 hog	\$ 3.50
6	Cr by Cash for 2 hogs	\$ 16.80
7	Cr by Cash for 1 hog 112 lbs	\$ 6.72
8	Cr by Cash for 1 hog	\$ 11.38
12 th	Cr by Cash for 1 hog	\$ 9.90
13	Cr by Cash	\$ 12.00
15	Cr by Cash for 1 hog	\$ 14.76
22	Cr by Cash for 1 hog	\$ 13.31
23	Cr by Cash for 1 hog	\$ 21.00
Jan 13 th 1849	Cr by Cash for 1 hog	\$ 8.46
16	Cr by Cash for 1 hog	\$ 20.00
"	Cr by Cash for 2 hogs	\$ 17.43
27	Cr by Cash for 1 hog	\$ 12.10
"	Cr by Cash for 1 hog	\$ 8.41
30	Cr by Cash for 1 hog	\$ 7.75
31	Cr by Cash from Mahling 2 hogs	\$ 23.10
February 18	Cr by Cash for 2 hogs 484 lbs	\$ 27.83
22	Cr by Cash for 2 hogs 308	\$ 18.48
24	Cr by Cash for 1 hog	\$ 10.24
March 17	Cr by Cash Cockeran 1 hog	\$ 12.43
24	Cr by Cash for 2 hogs J.H.	\$ 14.76
29	Cr by from page 15	\$ 4259.15
April 5 th	Cr by Cash from Simon Nagler	\$ 7.66
14	Cr by a Whiskey Bill from J.H. Breneman	\$ 14.25
16	Cr by Cash from O Mill	\$ 10.55

"	Cr by Cash for 46 head hogs	\$428.84
May 10	Cr by Cash from Jacob Billhurn	\$50.00
June 18	Cr by Cash from M. Hen	\$600.00
"	Cr by Cash from J. F. Miller	\$1000.00
July 2	Cr by Cash on M. Hen	50.27
	Amount from page 16	\$6842.24
24	Cr by Cash & draft on Miller	\$500.00
31	Cr by Cash from J. F. Miller	\$1000.00
Aug 28	Cr by Cash from J. F. Miller	\$700.00
29	Cr by Cash from N. S. Haseman	\$27.00
September 4 th	Cr by Cash from A. S. Haseman	\$859.37½
5	Cr by Cash from Harris for 1 hog	\$9.50
10	Cr by Cash from J. F. Miller	\$1200.00
"	Cr by Cash for 1 hog	\$9.50
13	Cr by Cash for 2 hogs	\$18.00
"	Cr by Cash for 1 hog	\$8.10
17	Cr by Cash for 3 hogs	\$26.00
"	Cr by Cash for 91 head hogs	\$1003.00
"	Cr by Cash from J. F. Miller	\$1000.00
21	Cr by Cash for 2 hogs Runheimer	\$15.18
26	Cr by Cash from Rauch 2 hogs	\$18.60
28	Cr by Cash for 1 hog	\$7.26
Oct 3	Cr by Cash from Brady 1 hog 140 lbs.	\$8.40
"	Cr by Cash for 3 hogs	\$28.22
4	Cr by Cash for 2 hogs Brady	\$19.14
6	Cr by Cash for 1 hog Nagle	\$9.00

"	Or by Cash for 1 hog Bradley	\$ 9.00
8	Or by Cash for 1 hog Do	\$ 6.96
8	Or by Cash for 3 hogs	\$ 28.00
9	Or by Cash for 1 hog Bradley 118 lbs	\$ 7.08
"	Or by Cash for 1 fat hog Badly 165	\$ 9.78
10	Or by Cash for 1 hog 200 lbs	\$ 12.00
13	Or by Cash for 2 hogs Bradley 260 lbs	\$ 15.60
15	Or by Cash for 3 hogs	\$ 27.38
17	Or by Cash for 2 hogs	\$ 16.56
"	Or by Cash from J. D. Miller	\$ 50.00
18	Or by Cash for 2 hogs	\$ 32.66
"	Or by Cash for 2 hogs	\$ 19.80
19	Or by Cash for 2 fat hogs 411 lbs & others	\$ 29.41
22	Or by Cash for 2	\$ 20.16
23	Or by Cash for 3 hogs	\$ 33.78
	Amount footed up	\$ 1406.68
24	Or by Cash fat hog 172 lb & 225	\$ 12.57
25	Or by Cash for 3 hogs Bradley & Rankins	\$ 32.40
31	Or by Cash ^{for} 4 hogs Bradley	\$ 40.74
Nov 2	Or by Cash for 4 hogs	\$ 47.95
"	Or by Cash for 1 hog	\$ 11.70
6	Or by Cash for 3 hogs 575 lbs	\$ 34.50
7	Or by Cash for 1 hog 194 lbs	\$ 11.64
8	Or by Cash 1 hog Clark 191	\$ 11.46
9	Or by Cash for 212 lbs Pork	\$ 12.72
10	Or by Cash for 1 hog 226 lbs	\$ 13.56

12	Or by Cash for 216 lbs Pork Bradley	\$ 12.96
14	Or by Cash Cash 2868 1/2 hogs Bouman & Son	\$ 48.35
"	Or by Cash for finding 100 head hogs	\$ 539.00
16	Or by Cash for 2 hogs Bradley	\$ 26.48
19	Or by Cash for 4 hogs Bradley & Co.	\$ 41.54
21	Or by Cash from J. F. Miller	\$ 500.00
"	Or by Cash from James Whiteford	\$ 600.00
"	Or by Cash for 254 lbs Pork	\$ 15.24
22	Or by Cash for 1 hog 204 lbs Bradley	\$ 12.24
23	Or by 236 lbs Pork	\$ 14.16
"	Or by Cash for 175 lbs Pork	\$ 10.50
26 th 29 th 30	Or by 3 fat hogs Bradley 630 lbs	\$ 37.80
"	Or by a Check from James Whiteford	\$ 232.28
Dec 1 st	Or by Cash for 1 hog 224 lbs	\$ 13.44
4	Or by Cash for 1 hog	\$ 13.00
6	Or by Cash for 1 hog	\$ 16.32
10	Or by Cash from James Whiteford	\$ 1000.00
19	Or by Cash for 1 hog	\$ 16.20
"	Or by Cash for 1 hog	\$ 12.54
Jan 1 st 1850	Or by Cash a Draft from J. F. Miller	\$ 1000.00
"	Or by Cash a Dr from J. Whiteford	\$ 200.00
"	Or by Cash from Gris & Son	\$ 23.81
3	Or by Cash from J. Roths 356 lbs Pork	\$ 21.36
14	Or by Cash for 1 hog Jacob Roth	\$ 14.76
15	Or by Cash from A Breneman 1 hog 229 lbs	\$ 13.74
	Amount footed up & Prot from page 21	\$ 4664.96

17	Dr by Cash for 1 hog J. Roths Order	\$ 12.00
18	Dr by Cash for 2 Hogs 325 lbs	\$ 19.26
21	Cr by Cash from J. F. Mciller	\$ 100.00
"	Cr by Cash from James Whiteford	\$ 500.00
Feb 5 th	Dr by Cash for 1 hog	\$ 16.80
7	Dr by Cash for 1 hog	\$ 12.24
9	Dr by Cash for 1 hog 261 lbs	\$ 15.66
11	Cr by Cash from James Whiteford	\$ 600.00
"	Dr by Cash from W. J. Hackman	\$ 700.00
12	Dr by Cash for 1 hog 178 lbs	\$ 10.68
15	Dr by Cash for 1 hog in part	\$ 5.00
16	Cr by Cash from W. L. Hackman	\$ 86.00
21	Dr by Cash for Hogs &c	\$ 9.34
26	Cr by Cash from A. Roths	\$ 8.50
28	Dr by Cash from James Whiteford	\$ 500.00
"	Cr by feeding 1 hog five months	\$ 5.00
"	Dr by Cash from James Hamilton	\$ 1700.00
March 4	Dr by Check from James Whiteford	\$ 23.39
12	Dr by Cash from J. Hamilton	\$ 59.00
"	Dr by Cash from James Whiteford	\$ 500.00
20	Cr by Cash from James Whiteford	\$ 600.00
May 2	Dr by Cash from 2000 Sacks Salt paid	\$ 264.00
4	Brought over from page 22	\$ 664.42
20	Dr by 300 Sacks Salt Charged by J. Whiteford	\$ 268.50
"	Dr by Cash from J. H. Miller Transferred	\$ 350.62
28	Dr by Cash from James Whiteford	\$ 1200.00

June 6	Or by Cash from ^{Runpeimer} James Whiteford.	\$ 50.00
24	Or by Cash from James Whiteford	\$ 700.00
July 12	Or by Cash from James Whiteford	\$ 427.00
13	Or by Cash for 33 Bu Oats	\$ 12.37½
15	Or by 200 Sacks Salt from Whiteford	\$ 190.00
17	Or by Cash for 19½ Bu Oats	\$ 7.31
22	Or by Cash from James Whiteford	\$ 500.00
"	Or by Cash for 23 bu Oats	\$ 8.62½
24	Or by Cash for 56½ bu Oats	\$ 21.18
26	Or by Cash for 55 Bu Oats	\$ 20.62½
27	Or by Cash from John Peck 65 Gal Whiskey	\$ 19.50
Aug 5 th	Or by Cash from James Whiteford	\$ 103.80
17	Or by Cash from " a draft	\$ 900.00
"	Or by Cash for Whiskey	\$ 6.00
Sept 12	Or by Cash for 190 head fat hogs	\$ 2072.40
"	Or by Cash from Swartz	\$ 28.00
"	Or by finding 813 hogs 1 month 90 cts mo.	\$ 731.70
"	Or by Cash from James Whiteford	\$ 119.89
23	Or by Cash from James Whiteford	\$ 900.00
Oct 2	Or by Cash for 9 Bu Malt	\$ 7.50
21	Or by Cash for 1 hog 145 lbs pork	\$ 8.70
28	Or by 2 Drafts on James Whiteford	\$ 1100.00
Nov 1 st	Or by Cash from David Engle	\$ 40.00
12	Or by Cash from W Menlar 1 hog 172	\$ 10.32
15	Or by a Draft on J. Whiteford	\$ 104.02
18	Or by a Draft on James Whiteford	\$ 600.00

20	Or by Cash for 160 lbs Pork	\$ 9.60
Dec 4	This Acct is brought from Page 23	\$ 1750.56
7	Or by a draft on James Whiteford	\$ 400.00
18	Or by Cash for 136 lbs Pork	\$ 7.48
Jan 6 th 1857	Or by Cash from James Whiteford	\$ 1200.00
9	Or by Cash for 1 hog 150	\$ 8.25
"	Or by Cash for 368 lbs Pork	\$ 20.24
17	Or by Cash for 190 lbs Pork	\$ 11.40
18	Or by Cash for 189 lbs Pork	\$ 11.34
21	Or by Cash for 30 Hogs	\$ 235.86
23	Or by 62½ Bu Malt	\$ 43.75
27	Or by Cash from James Whiteford	\$ 600.00
Feb 3	Or by Cash from " "	\$ 200.00
"	Or by Cash for 1 hog 137 lbs at 5½	\$ 7.53
6	Or by Cash for 1 hog 149 lbs	\$ 8.19
"	Or by 40½ Bu. Malt	\$ 29.05
14	Or by 339 lbs Pork Cash	\$ 18.64
17	Or by Cash from Whiteford	\$ 400.00
"	Or by 47 lbs Hops	\$ 11.75
"	Or by 1½ Bu. Malt	\$ 1.40
March 3 rd	Or by Cash for 283 head Hogs	\$ 3176.25
"	Or by Cash for 2040 Gal Whiskey at 26¢	\$ 530.00
"	Or by 124 lbs hops here in Still house	\$ 46.50
"	Or by 39 Bu. Corn	\$ 19.50
"	Or by Cash from J. F. Miller & Co	\$ 15.21
"	Or by Cash from Buthope	\$ 5.20

"	Or by Cash from D. Cassal	\$ 9.40
15	Or by Cash for feeding V. Pecks-hogs 7	\$ 10.00
15	Or by a balance transferred to John Stouffer	\$ 375.56
19	Or by 30 1/2 ton Coal at 306 cts	\$ 93.33
29	Or by Cash for 1 hog from Page	\$ 17.00
20	Or by Cash from Jacob Runheim	\$ 9.83
22	Or by feeding 130 head hogs	\$ 20.00
"	Or by 244 lbs Pork at 58 1/2	\$ 14.34
	Amount footed up —	\$ 928.76

This includes the whole amounts of the income Still house of John Stouffer and William Meachen from the twenty first day of September A.D. 1846 until the twenty second day of March A.D. 1851 & referred to in the Bill of John Stouffer by letter (Exhibit B) and as an amendment to said bill

The account of William Meachen with John Stouffer and William Meachen

Dec 10 th 1846	To 2 Bu Corn	\$ 1.00
"	Cash paid William Meachen	\$ 15.00
16	Cash paid Do	\$ 5.00
17	To 294 lbs Pork at 5	\$ 14.70
"	To 3 1/2 Bu Wheat	\$ 3.18
Jan 11 th 1847	To 1 Bu Extra Flour	\$ 5.00

14	Cash paid Do	\$ 11.00
"	To 561 lbs Pork	\$ 28.05
26	To Cash paid	\$ 20.00
"	To 153 lbs Pork	\$ 9.18
Feb 13	To 3 Bu Shorts	.75
16	To Cash paid	\$ 10.00
23	To Cash paid Do	\$ 40.00
27	To Cash paid 2 Thermometers	\$ 2.00
March 2	To Cash paid Jonas H Memma	\$ 14.00
9	To Cash paid William Macken	\$ 9.42
11	To 1 Barrel Flour Extra	\$ 6.00
"	To 2 Qu Wheat 24	\$ 2.50
"	To 6 Bu Shorts & 3 Bu Ship stuff	\$ 2.70
"	To Cash paid	\$ 10.00
30	To Cash paid Allen S. Buly	\$ 20.75
"	To Cash in Shorts & Ship stuff	\$ 2.70
April 3	To Cash paid	\$ 16.00
6	Cash paid William Macken	\$ 16.30
7	Cash paid J. Muffing per W. Macken	\$ 38.81
"	Cash paid William Macken	\$ 2.00
13	Cash paid Nathaniel Watson & Co. Hensley	\$ 7.50
14	Cash paid William Macken	\$ 30.00
21	Cash paid for Buck 6 Bu Ship stuff &	\$ 4.60
27	Cash paid for potatoes	\$ 2.49
"	Cash paid	\$ 100.00
"	To 3 Bu Wheat	\$ 4.50

		\$ 3.75
May 10	To 6 Bu Ship Stuff & 3 Shorts	\$ 3.75
21	To Cash paid William Macken	\$ 30.00
"	To 100 M Flour	\$ 4.00
26	This account is brought from page 3	\$ 492.88
31	To 6 Bu Ship Stuff & 3 Bu Shorts	\$ 3.75
"	To 31 Shad	\$ 7.50
June 14	To 3 Bu Wheat	\$ 6.00
23	To Cash paid Abraham Stibgen	\$ 1.89
28	To 6 Bu Ship Stuff & 3 Bu Shorts	\$ 3.75
July 7	To 3 Bu Wheat & 10.00. Cash	\$ 14.50
20	To 3 Bu Shorts	.75
21	To Cash	\$ 3.00
26	To Cash	\$ 3.00
"	To Cash	\$ 15.00
29	To 1 Barrel Flour	\$ 5.25
30	To 6 Bu Ship Stuff & 3 Bu Shorts	\$ 3.75
Aug 10	To Cash	\$ 5.00
20	To Cash for J Gackemon	\$ 5.00
26	To 9 Bu Ship Stuff	\$ 4.50
Sept 1 st	To Cash paid for Spikes	\$ 5.25
2	To Cash paid him	\$ 108.00
9	To 1 Barrel Flour	\$ 5.50
13	To Cash paid	\$ 6.00
18	To Cash paid	\$ 5.00
22	To Cash paid	\$ 5.00
"	To 1 Sack Salt	\$ 1.40

27	To 3 Bu Ship Stuff & 3 Bu Shorts	\$ 2.23
"	To Cash	\$ 6.00
"	To 146 lbs Pork 7	\$ 10.22
"	To Cash	\$ 27.00
Oct 9	To 5 Bu Ship Stuff	\$ 2.50
11	To Cash	\$ 20.00
14	To 1 Barrel Flour	\$ 6.00
21	To Cash	\$ 20.00
23	To Cash	\$ 7.95
25	To 7 Bu Shipstuff & 3 Bu Shorts	\$ 4.25
26	To Cash	\$ 20.00
Nov 1 st	To Cash	\$ 8.00
3	To 3 Bu Shipstuff	\$ 1.50
	Amount	\$ 847.34
Nov 4 th	To Amount Bro't up	\$ 847.34
9	To 372 lbs Pork at 7 cts	\$ 26.04
13	To Cash paid	\$ 12.00
"	To 6 Bu Shipstuff	\$ 3.00
17	To Cash paid him	\$ 70.00
22	To Cash paid him	\$ 2.00
24	To 3 Bu Wheat & 3 Bu Corn	\$ 5.14½
26	To 3 Bu Corn	\$ 1.53
30	To Cash paid him	\$ 35.00
"	To 1 Bag Coffee 161 lbs	\$ 12.88
Dec 4	To 6 Bu Corn & 1½ Bu Screenings	\$ 3.44
6	To Cash paid	\$ 7.35

"	To cash paid	\$ 25.00
9	To cash paid	\$ 5.00
"	To 3 Bu corn	\$ 1.53
13	To cash	\$ 20.00
"	To 4 Bu Ship stuff	\$ 2.00
19	To cash	\$ 20.00
21	To 23 lbs Flour	.69
22	To 3 Bu Wheat	\$ 4.50
"	To 262 lbs Pork	\$ 15.72
29	To cash paid Samuel Shinneman	\$ 5.21
31	To 1 Bu Corn & 2 Bu Ship Stuff	\$ 1.55
Jan 1 st 1848	To cash paid John B Hoopes for a horse	\$ 100.00
5	To cash paid	\$ 6.00
"	To cash paid	\$ 15.48
6	To cash paid	\$ 20.00
	Amount footed up.	\$1268.40

settled this account in full up to January seventh A.D. 1848 by making Whiskey
63420 Gal \$1268.40

Jan 14 th 1848	To cash paid	\$ 1.50
17	cash paid 225 lbs Pork	\$ 14.62
22	To 2 Bu Ship stuff & 2 Bu corn	\$ 2.00
27	To 1 Barrel Flour	\$ 6.25
31	To 2 Bu Ship stuff & 2 Bu Corn	\$ 2.00

Feb 7 th	To Cash paid	\$ 10.23
9	To 2 Bu Shipstuffs & 2 Bu Corn	\$ 1.90
"	To 2 Bu Corn & 2 Bu Shipstuffs	\$ 2.00
17	To 660 lbs Pork & cts	\$ 39.60
18	To 2 Bu Corn & 2 Bu Shipstuffs	\$ 2.00
22	To Cash paid	\$ 1.00
26	To Cash	\$ 5.00
"	To Cash	\$ 15.00
28	To 2 Bu Shipstuffs & Bu Corn	\$ 1.50
March 3 rd	To Cash paid P. Greene	\$ 10.00
4	To 2 Bu Ship & 1 Bu Corn	\$ 1.50
7	To Cash paid Samuel Bosler	\$ 20.00
"	To Cash paid	\$ 5.00
8	To 1 Barrel Flour	\$ 5.75
9	To 4 Cords Wood John P. Graybill	\$ 11.00
10	To Cash paid David Engle for Beef	\$ 30.05
13	To Cash paid D. W. Meeker	\$ 4.57
14	To 3 1/2 Bu Corn & 3 Bu Shipstuffs	\$ 2.62
21	To Cash paid	\$ 2.00
24	To Cash paid	\$ 500.00
"	To 2 Bu Shipstuffs	\$ 1.00
27	To 1 1/2 Bu Corn & 3 Bu Shipstuffs	\$ 2.32
"	To Cash paid William Macken	\$ 150.00
29	To Cash paid	\$ 1.00
April 1 st	To Cash paid	\$ 20.00
3	To Cash paid	\$ 20.00

6	To 2 Bu Shipstuff & 1 Bu Corn	\$ 1.45
7	To 7 lb Flour	27
"	To Cash paid	\$ 5.00
11	To Cash paid	\$ 1.25
13	To 2 Bu Shipstuff & Bu. Corn	\$ 1.45
"	This is Brought from page 9 footed up	\$900.83
"	To Cash paid	\$ 4.00
"	To 1 Barrel Flour	\$ 6.25
20	To 4 Bu Shipstuff 2 Bu Shorts & 1 Bu Corn	\$ 2.95
21	To Cash paid	\$ 3.00
26	To 3 Bu Shipstuff & 2 Bu Corn	\$ 3.40
27	To Cash paid	\$ 10.00
May 4	To 2 Bu Shipstuff & 1 Bu Corn	\$ 1.45
"	To Cash for a little Wagon	\$ 2.50
6	To Cash paid William Macken	\$ 10.00
12	To 3 Bu Shipstuff & 1 1/2 Bu Corn	\$ 2.17
"	To Cash paid William Macken	\$ 10.00
19	To 27 lb Flour	.85
"	To 3 Bu Oats	\$ 1.20
"	To 3 Bu Ship stuff	\$ 1.50
"	Do To 1 Bu Corn	.45
23	Do To Cash paid	\$ 10.00
25	Do To 1 Barrel Flour	\$ 5.75
27	To 3 Shipstuff & 1 Bu. Corn	\$ 1.95
29th	Do To Cash	\$ 15.00
30	Do To Cash	\$ 2.00

31	Do To 2 1/2 Bu Oats	\$ 1.00
June 1	Do To Cash paid	\$ 3.50
2	Do To Cash paid	\$ 11.00
5	Do To 3 Bu Shipstuf & 1 Bu Corn	\$ 1.95
"	Do To Cash paid	\$ 1.00
6	Do To Cash paid	\$ 10.00
9th	Do To Cash paid	\$ 20.00
"	Do To 2 Bu Oats	.80
"	Do To Cash paid 2 Bu Oats	.60
12	Do To 3 Bu Shipstuf & 1 Bu Corn	\$ 1.95
19	Do To 3 Bu Shipstuf & 1 1/2 Bu Corn	\$ 2.17 1/2
"	Do To 3 Bu Oats	\$ 1.20
26	Do To 3 Bu Shipstuf & 1/2 bu Corn	\$ 2.17 1/2
July 1st	Do To 3 Bu Shipstuf & 2 bu Corn	\$ 2.40
5	To 2 Bu Shipstuf 2 Bu Oats, & 1 Bu Corn	\$ 2.20
6	To 196 lbs Flour	\$ 5.25
15	To Cash paid	\$ 10.00
19	To 3 Bu Shipstuf 1/2 bu Corn	\$ 2.17 1/2
21	To 2 Bu Oats	.75
27	To 2 Bu Shipstuf & 1 Bu Corn	\$ 1.45
28	To Cash paid	\$ 5.00
Aug 2	To 3 bu Shipstuf & 1 1/2 bu Corn	\$ 2.17 1/2
3	To 3 Bu Oats	\$ 1.12 1/2
4	To 1 Barrel Flour	\$ 5.50
5	To Cash paid	\$ 5.00
8	To Cash paid	\$ 30.00

"	To Cash paid Jones Murren	\$ 14.00
"	To Cash paid	\$ 09.00
9	To 6 Bu Shipstuff & 3 Shorts	\$ 3.75
10	To 1/2 Bu Corn	16 1/2
14	To Cash paid	\$ 15.00
15	To Cash paid	\$ 3.00
"	To 3 Bu Oats	\$ 1.12 1/2
19	To 1 1/2 Bu Corn	77 1/2
"	To Cash paid	\$ 5.00
24	To Cash	\$ 1.40
"	To Cash	\$ 1.50
25	To Cash	\$ 10.00
28	To 2 Bu Shipstuff & 1 Bu Corn	\$ 1.45
"	To Cash paid	\$ 10.00
September 1 st	To 1 1/2 bu Oats & 24 lbs Flour	\$ 1.15
"	To Cash paid	\$ 10.00
2	To 3 Bu Shipstuff & 3 Bu Corn	\$ 3.00
7	To 1 Barrel Flour	\$ 5.37 1/2
	Amounts of page " Carried over	\$ 1065.06
	" " " " " "	\$ 186.82
September 9 th 1848	To Cash	\$ 20.00
12	To 3 Bu Shipstuff & 1/2 Bu Corn	\$ 2.31
18	To Cash	\$ 5.00
20	To 2 Bu Shipstuff & 1 Bu Corn	\$ 1.50
25	To 2 1/2 Bu Shipstuff & 2 Bu Corn	\$ 2.25
26	To Cash & 18 lbs Sugar	\$ 11.08

28	To Cash Paid Daniel How for H.D. Marshen	\$ 15.37½
29	To Cash paid William Machen	\$ 10.00
Oct 2	To 1 Bu Corn & 2 Bu Shipstuf	\$ 1.54
4	To Cash paid	\$ 12.48
"	To Cash paid	\$ 20.00
7	To 1 Bu Corn	.54
9	To Cash paid	\$ 22.00
"	To Cash paid	\$ 12.48
10	To 3 Bu Shipstuf	\$ 1.50
"	To 1 Bu Corn	.52
11	To 1 Barrel Flour	\$ 5.28
12	To Cash paid	\$ 23.00
13	To 144 lbs Pork	\$ 7.92
14	To 11 lbs Beef	.55
16	To 1 Bu Corn	.45
19	To 1 Bu Corn & 2 Bu Shipstuf	\$ 1.55
"	To Cash paid William Machen	\$ 8.00
23	To Cash paid Do	\$ 10.00
24	To 1 Bu Corn	.45
25	To 142 lbs Beef	\$ 7.10
26	To 1 Bu Corn & 2 Bu Shipstuf	\$ 1.45
30	To 1 Bu Corn	.45
Nov 3	To 1 Bu Corn & 2 Bu Shipstuf	\$ 1.45
4	To Cash paid W. Machen	\$ 5.00
7	To Cash paid Do	\$ 10.00
8	To 1 Bu Corn & 2 Bu Shipstuf	\$ 1.45

16	To Cash paid	\$ 10.00
"	To 3 Bu Oats	\$ 1.12½
23	To 1 Bu Corn	.50
"	To 196 Lbs Flour	\$ 5.00
24	To Cash	\$ 15.00
"	To 3 Bu Shipstuffs & 1 Bu Corn	\$ 2.00
28	To 1 Bu Corn	.50
Dec 4	To 2 Bu Shipstuffs & 1 Bu Corn	\$ 1.50
7	To Cash paid W. Macken	\$ 5.00
9	To 1 Bu. Corn	.50
"	To 193 Lbs Pork for Zachariah How	\$ 10.61
12	To 2 Bu Shipstuffs & 1 Bu Corn	\$ 1.50
13	To Cash paid him	\$ 12.00
15	To 1 Bu Corn	.50
"	To Cash paid	\$ 5.76
21	To Cash paid	\$ 10.00
22	To 242 Lbs Pork 5½ cts	\$ 13.31
23	To Cash paid	\$ 10.00
"	To 2 Bu Shipstuffs & 1 Bu Corn	\$ 1.50
29	To 14 Lbs Flour	.33
Jan 2 nd 1849	To 1 Barrel Flour for B. Mackly	\$ 5.25
3	To 16½ Lbs Veal	.82
4	To 196 Lbs Flour	\$ 4.75
6	To 1 Bu Corn	.50
15 th	To 1 Bu Corn	.50
"	To Cash paid William Macken	\$ 5.00

"	To 1 hog	\$ 20.00
16	To 1 Barrel Flour for R. Mackley	\$ 5.25
"	To 317 lbs Pork for Harris	\$ 17.43
20	To Cash paid W. Macken	\$ 35.00
24	To 2 Bu Shipstuffs & 1 Bu Corn	\$ 1.50
26	To Cash paid	\$ 17.00
Feb 1 st	To 2 Bu Shipstuffs & 1/2 Bu Corn	\$ 1.75
6	To 1 Barrel Flour for R. Mackley	\$ 5.00
8	To 196 lbs Flour	\$ 4.75
12	To Cash paid	\$ 8.00
13	To 2 Bu Shipstuffs & 2 Bu Corn	\$ 2.00
	Amounts Brought from page 14	\$ 1498.23
	" " " " "	\$ 231.17
16	To Cash paid William Macken	\$ 15.00
18	To 484 lbs Pork at 575 cts	\$ 27.83
22	To 2 bu Shipstuffs & 1 Bu Corn	\$ 1.50
26	To Cash paid	\$ 6.00
March 2	To 2 Bu Shipstuffs & 1 Bu Corn	\$ 1.50
6	To Cash paid	\$ 20.00
"	To Cash paid John Clark for Beef	\$ 17.52
12	To Cash paid	\$ 10.00
21	To 196 lbs Flour	\$ 4.50
26	To 2 Bu Shipstuffs & 1 Bu Corn	\$ 1.50
28	To Cash paid	\$ 5.00
April 5	To 1 Bu Corn & 2 Bu Shipstuffs	\$ 1.50
7	To Cash	\$ 2.00

9	To Cash	\$ 3. 00
12	To 1 Bu Corn	, 50
14	To Cash paid & 1 Bu Corn & 2 Bu Shipstuffs	\$ 21. 50
19	To 1 Bu Flour	\$ 5. 00
31	To Cash paid	\$ 43. 00
"	To 1 Bu Corn & 2 Bu Shipstuffs	\$ 1. 50
May 8	To 3 Bu Shorts	, 75
9	To 1 Barrel Flour for Smech	\$ 4. 75
"	To 1 Bu Corn & 2 Bu Shipstuffs	\$ 1. 50
12	To Cash paid William Macken	\$ 35. 00
16	To Cash paid Doz	\$ 12. 40
17	To 1 Bu Corn & 2 Bu Shipstuffs	\$ 1. 50
18	To Cash paid	\$ 15. 00
25	To 11 lbs Flour	, 33
26	To 1 Bu Corn & 2 Bu Shipstuffs	\$ 1. 50
28	To 6 lbs Flour & Cash Brady & 1 Bu Corn	\$ 1. 30
30	To Cash paid	\$ 15. 00
31	To 1 Bu Flour	\$ 4. 50
June 5	To Cash paid M. Hoffman	\$ 130. 00
"	To 2 Bu Shipstuffs	\$ 1. 00
"	To 1 Bu Corn	, 50
"	To 1 Cwt Flour for A. Long.	\$ 2. 75
	Amount footed up	\$ 2145. 53
	Subtract Cash Credit	\$ 11. 00
	Balance left from page 18.	\$ 2034. 93
"	To 3 Bu. Shorts for Smech	, 75

14	To Cash 30 cts 2 Bu Shipstuffs & 1 Bu Corn	\$ 4.40
16	To 9 Bu Shorts & 1 1/2 Bu Corn	\$ 3.00
19	To Cash paid	\$ 15.00
27	To 3 Bu Shipstuffs & 1 Bu Corn	\$ 2.00
28	To 1 Barrel Flour	\$ 4.50
"	To 1 Load Hay	\$ 9.00
July 3	To Cash paid	\$ 40.00
11	To Cash paid	\$ 2.75
12	To 2 Bu Shipstuffs, 1 Bu Corn 3 Bu Shorts	\$ 2.25
19	To 6 Bu Oats	\$ 1.80
20	To Cash paid	\$ 4.00
"	To 2 bu Shipstuffs & 1 Bu Corn	\$ 1.50
24	To Cash paid	\$ 25.00
27	To Cash paid	\$ 2.00
"	To Cash paid for 1 Steer	\$ 30.00
Aug 1 st	To 2 Bu Shipstuffs & 1 Bu Corn	\$ 1.50
2	To 6 2 lbs Flour	\$ 1.86
9	To 1 Bu Corn & 2 Bu Shipstuffs	\$ 1.50
"	To 1 Bu Flower Extra To Cash off	\$ 5.00
11	To Cash paid	\$ 9.35
"	To 2 bu Shipstuffs & 6 Bu Shorts & 1 Bu Corn	\$ 3.00
20	To Cash paid	\$ 10.00
23	To Cash paid	\$ 10.00
27	To 2 Cwt flour for King	\$ 2.50
28	To 9 Bu Shorts for M. Bowman	\$ 2.25
30	To 3 bu Shorts, 1 Bu Corn, 2 Bu Shipstuffs	\$ 2.25

	To Cash & 6 Bu Oats	\$ 11.50
September 6	To Cash paid	\$ 5.00
8	To 3 Bu. Shorts	.75
"	To Cash paid & 2 Hogs. for Shaffner	\$ 23.00
12	To 6 Bu. Shorts & 2 Bu Shipstuffs	\$ 2.50
13	To 1 Barrel Flour Extra	\$ 5.25
18	To 2 Bu Oats & 3 Bu Shorts	\$ 1.42½
	Account is brought from page 19	\$ 2281.01
19	To Cash paid	\$ 10.00
23	To 3 Bu Shipstuffs & 1½ Bu Corn	\$ 2.44
25	To Cash paid	\$ 3.00
27	To twenty pounds Beef	\$ 1.50
28	To 121 lbs Pork	\$ 7.26
Oct 1 st	To 3 Bushel Shipstuffs & 1½ Chopped Corn	\$ 2.44
3	To 121¼ lbs Beef at 6½	\$ 7.90
"	To Cash paid	\$ 42.00
5	To 1 Pig for Klug & 8 lbs Beef for Shaffner	\$ 2.10
"	To 1 Bu Oats	\$.32
8	To 6 Bu Shorts 2 Bu. Shipstuffs & 1 Corn	\$ 3.12
13	To 1 Bu Corn ½ but flour & ¾ lb	\$ 2.42
"	To 2 Bu Shipstuffs & 3 Bu Shorts & Cash	\$ 11.75
18	To 1 Barrel Flour	\$ 4.87½
22	To 1½ Bu. Corn Chopped 6 Bu Shorts 3 Bu. Corn 2 Bu Shipstuffs	\$ 5.42½
23	To 175 lbs Pork	\$ 10.50
24	To 15¼ lbs Beef & 7¼ lbs for Shaffner	\$ 1.42
27	To Cash paid	\$ 1.00

29	To 3 Bu Shorts & Bu Shipstuffs 1 Bu Corn	\$ 2.40
30	To 3 Bu Shorts & Cash	\$ 13.00
Nov 5	To 2 Bu Corn 2 Bu Shorts & B. Shipstuffs 1 bu Oats	\$ 3.55
9	To 3 Bu Shorts & 5 lbs Extra Flour for Shaffner	\$ 2.25
12	To 2 Bu Shipstuffs 6 Bu Shorts & 1 Corn Chop	\$ 3.16
"	To 59 lb Beef 5 1/2 cts \$24 to Shaffner & Ellis abt 73	\$ 3.97
14 "	To 2 fat hogs Bowman & Shaffner	\$ 19.67
15	To 2 Barrel Extra Flour	\$ 10.50
17	To Cash paid	\$ 22.00
"	To 2 bu white Shorts 2 Bu Shipstuffs	\$ 3.80
21	To Cash paid	\$ 20.00
23	To 1 fat hog 175 lbs	\$ 10.50
24	To 2 Bu Corn 2 B. Shipstuffs 6 Bu Shorts	\$ 3.80
26	To Cash paid	\$ 5.00
29	To 3 Bu Shorts 1 Bu Corn 6 Bu Shorts 2 bu Corn	\$ 4.02
Dec 6	To 1 Bu Corn 8 lb to 1 Bu C, 2 B.S. & 6 B. Shorts	\$ 3.08
10	To Cash paid	\$ 13.00
	Amount footed up	\$ 2544.77
11	To 3 Bu Oats 3 Bu Shorts	\$ 1.87 1/2
"	To 1/2 Bu Corn 1/2 Bu Corn Meal for Shaffner	\$.65
"	To 2 Bu Corn 2 Bu Shipstuffs 3 Bu Shorts	\$ 2.87
14	To 2 Cwt Flour for Shaffner	\$ 1.50
17	To 2 Bu Corn Meal 2 Bu Corn Chops for Ship	\$ 1.62 1/2
19	To 270 lb Pork	\$ 16.20
21	To 2 Bu Corn & 2 Bu Shipstuffs & 6 Bu Shorts	\$ 3.70
22	To 1 Bu Shorts for Shaffner	37 1/2

26	To 3 Bu Shorts	075
27	To Pork 207 lbs l	\$12.54
31	To 2 Bu Shipstuffs 3 Bu Shorts 2 Bu Corn	\$2.87
Jan 2 ^o 1850	To Cash paid	\$20.20
14	To 2 Bu Corn 2 bu Shipstuffs 6 Bu Shorts	\$3.62
	To 3 Bu Shorts	
Jan 17 th 1850	Amount footed up -	\$26.14.75
	Settled all the whis key made to this	
	date that is sent off makes 104715 at 2 cents	\$2094.30
"	Balance due on Settlement due J. Stouffer	\$519.98
#	or by making 1189 Gallons omitted	23.78
19	To 2 Bu Shipstuffs 1 Bu b, 3 Bu Shorts	\$496.20
"	To Cash paid N. Watson 2 Cord Wood	\$3.31
22	To 57 lbs Flour for H. Shaffner	\$1.58
24	To 44 lbs Flour 1 Bu Corn	\$1.77
"	To Cash paid	\$5.99
Feb 2	To Cash paid	\$3.00
4	To sundries at different times	\$5.25
5	To Cash paid	\$2.00
"	To Cash paid John P. Graybill	\$15.00
"	To Cash paid	\$9.34
"	To 2 Bu Corn 2 Bu Shipstuffs 6 Bu Shorts	\$3.14
23	To Cash paid	\$15.00
March 4	To Cash paid	\$43.00
"	To Stuff for D. Crisman	\$3.00
8	To 16 lbs Flour	
	This acct is brot from page 20 footed up	\$611.19
19	To 1 Bu Corn 5 bu Shorts 2 Bu Shipstuffs	\$2.81

20	To Cash Paid	\$ 20.00
26	To 1 Bu Corn to 3 Bu Shorts	\$ 1.31
30	To Cash Paid	\$ 20.00
April 4	To Cash Paid, John Hipple & cords Wood	\$ 13.00
8	To 1 Bu Corn to 1 Bu Shorts & 2 Bu Shipstuffs	\$ 3.06
9	To Cash Paid	\$ 5.00
11	To 1 Barrel ^{Extra} Flour	\$ 5.00
16	To Cash Paid	\$ 14.00
17	To Cash Paid	\$ 6.37
20	To 3 Bu Shorts, & 25 & 2 Bu Shipstuffs & 1 Bu Corn	\$ 3.81
26	To Cash Paid	\$ 10.00
29	To Cash Paid	\$ 2.50
30	To Cash Paid	\$ 2.00
May 4	To 3 Bu Shorts, 1 Bu Corn & 1/2 bu Oats	\$ 1.76
7	To 1 Bu Corn & 2 Bu Shipstuffs	\$ 1.56
16	To Cash Paid	\$ 10.00
"	To 1 Barrel Flour Extra	\$ 5.25
17	To Cash Paid for 25 Shad	\$ 6.00
"	To Cash Paid him	\$ 6.00
"	To Cash Paid	\$ 2.00
20	To 6 Bu Shorts & 3 Bu Shipstuffs & 1 Bu Corn	\$ 3.06
22	To 6 Bu Shorts & 3 Bu Shipstuffs	\$ 3.00
23	To Cash Paid	\$ 4.16
27	To 3 Bu Shorts	" 75
June 3	To 3 Bu Shorts & 1/2 Bu Screenings	" 87 1/2
8	To 3 Bu Shorts & 2 Bu Shipstuffs	\$ 1 " 75

10	To Cash paid	\$ 1.50
13	To 44 lbs Flour Extra	\$ 1.32
18	To 2 Bu Shipstuff & 6 Bu Shorts	\$ 2.58
20	To 1 Barrel Extra Flour	\$ 5.50
25	To 3 Bu Shorts	" 75
July 1 st	To 3 Bu & 1 Load Hay	" 75
19	To 17 lbs Flour Extra	" 45
"	To Cash paid himself	\$ 75.00
	Amount footed up	\$ 853.98
23	To 1 Barrel Extra Flour Cash Retn	\$ 5.12
24	To 6 Bu Shorts	\$ 1.50
Aug 6	To 6 Bu Shorts	\$ 1.50
14	To Cash paid & 3 Bu Shorts	\$ 6.75
16	To 2 Bu. Shipstuff & 3 Bu Shorts	\$ 1.75
17	To Cash paid	\$ 12.00
21	To Cash paid	\$ 10.00
"	To 1 Barrel Extra Flour 196	\$ 5.12
23	To 6 Bu Shorts & 2 Bu Shipstuff	\$ 2.50
28	To Cash paid Grosh & Low	\$ 8.90
31	To 2 Bu Shipstuff	\$ 1.00
Sept 12	To Cash paid	\$ 20.00
13	To 13 lbs Flour & Stuff	\$ 2.25
17	To Cash paid	\$ 10.00
21	To Cash & 1 Barrel Flour	\$ 21.12 1/2
23	To 2 Bu. Shipstuff & 3 Bu Bran	\$ 1.37 1/2
Oct 7 th 1850	To 3 Bu. Shipstuff & 3 Bu Bran	\$ 1.87 1/2

2	To 64 lbs Beef	\$ 3.84
"	To Cash paid	\$ 10.00
9	To Cash paid	\$ 10.00
11	To 6 Bu Bran & Shipstuffs	\$ 1.87½
14	To 83½ lbs. Beef	\$ 5.71
17	To 46 lbs. Flour	\$ 1.15
21	To 145 lbs. Pork	\$ 8.70
26	To Cash paid	\$ 50.00
"	To 2 Barrels Flour	\$ 9.75
Nov 9	To Cash	\$ 2.00
12	To 172 lbs Pork	\$ 10.32
	Brot over	\$ 853.98
13	To 1 Bu Corn & 3 Bran	87
	Amount footed up	\$ 1086.94
"	By making 4068½ Gal Whiskey at 2 cts	\$ 813.74
	Balance	\$ 273.20
15	By making 89 Gal Whiskey	\$ 1.78
	Balance	\$ 271.42
"	To Cash paid	\$ 271.42
19	To Cash paid	\$ 4.00
"	To 160 lbs pork & 35 lbs Beef	\$ 17.10
"	This account is Brot over	\$ 292.52
"	To Load Hay omitted to carry out the price	\$ 9.00
21	To Cash paid	\$ 26.00
"	To 1 Bu. Corn & 3 Bu Bran	87½
23	To Cash paid do	\$ 25.00

Dec 4	To 1 Bu Corn	" 50
16	To Cash	\$ 15. 00
18	To 1 bu Corn & 3 Bu Bran	" 87½
"	To 136 lbs Pork	\$ 7. 48
24	To Cash paid	\$ 1. 50
25	To Cash paid	\$ 4. 00
"	To ½ Cwt Flour for Conrad Markes	\$ 1. 50
29	To Cash paid	\$ 10. 00
"	To 1 Barrel flour 2 Cwt off	\$ 4. 50
"	Cash paid W. Macher	\$ 35. 00
Jan 9	To 150 lbs Pork	\$ 8. 25
"	To 3 Bu Bran & 1 Bu Corn	" 87½
15	To 96 lbs Beef 5½	\$ 5. 28
18	To 3 Bu Bran & 1 Bu Corn	" 87½
23	To Cash paid	\$ 25. 00
29	To 1 Barrel Flour	\$ 4. 75
31	To 3 Bu Bran & 1 Bu Corn	" 87½
Feb 4	To 137 lbs Pork 5½	\$ 7. 53
6	To 149 lbs Pork	\$ 8. 19
8	To Cash paid	\$ 8. 00
12	To 1½ Bu Corn & 3 Bu Bran	\$ 1. 12½
17	To Cash paid	\$ 36. 00
24	To ½ Cwt Flour & 1 Bu Corn 2 Bu Bran	\$ 2. 25
March	To Cash paid	\$ 5. 20
"	To Cash paid W. Macher	\$ 187. 58
	Amount footed up	\$ 706. 90

March 4 th 1851	Cr by making 18345 Gal Whiskey	\$366.90
"	Cr by Cash got on his home	\$ 20.00
"	Cr by one distilling	\$350.00
#	Amount footed up	<u>\$736.90</u>

Turner & Bright
Complainants Solicitors

Which said amended Bill is endorsed as follows.

"John Stauffer vs William Machen
"Amended Bill (Exhibit Letter A & B)
"Filed January 21st 1853, J.P. Emmet Clk

and afterwards to wit, on the 28th day of April 1853 it being at the April Term 1853 of said Court, appears upon the records the following Entry to wit:

John Stauffer	} Injunction
"	
William Machen	

And now at this time by agreement of parties, the defendant is ruled to plead in seventy days and that upon replication to answer being filed

at Donegal Mills in the County of Lancaster
in the State of Pennsylvania as stated in
said Complainant's bill of Complaint, but
the said defendant denies that the said com-
plainant and this defendant entered into
said copartnership in the distilling business
on or ^{about} ~~before~~ the twentieth day of September
in the year of our Lord one thousand Eight
hundred and forty six as stated in said
complainant's bill of complaint but this
defendant says that the said John Stauffer
and this defendant entered into copartnership
in the County and State last aforesaid in
said distilling business some time in the
month of August in the year of our Lord
one thousand Eight hundred and forty five.
And the Defendant says they proceeded to
carry on and did carry on said business
of distilling at Donegal Mills in said County
of Lancaster from the said month of August
A.D. 1845 until the twenty fifth day of March
A.D. 1857 at which time the said copartner-
ship was dissolved as stated in said
Complainant's bill of complaint
The defendant further answering says that he
admits there were no written articles of Copart-
nership between said Complainant and this

defendant. And the defendant further answering says that he denies that it was stipulated and agreed by and between the said parties that the said William Mochen should do the distilling for which he should receive the sum of Two cents per gallon for every gallon of Whiskey so distilled by him to be paid by the firm, but on the contrary thereof the defendants say - that it was agreed by and between the parties that said William Mochen should do the distilling, furnish all the apparatus for doing the same, employ and pay all the hands for doing the distilling and in consideration of the same and said Mochen's superior skill as a distiller the Complainant verbally agreed to pay the said Mochen Two cents per gallon for each and every gallon of Whiskey so distilled by said Mochen.

The defendant further answering says he admits that said distilling business was carried on by the said Complainant and said Defendant in the name and style of Stauffer & Mochen but said Defendant denies that he the said defendant according to the terms of said agreement as set forth in said Complainant's bill of Complaint proceeded to manufacture and did manufacture

for said Company Two Hundred and Twenty Eight thousand four hundred and forty Gallons of Whiskey, but this defendant says that he proceeded to manufacture and did manufacture the amount as stated above according to the terms of the agreement as set forth in this answer, for which the said Complainant paid the said defendant Four thousand five hundred and sixty Eight Dollars and Eighty cents.

The Defendant further answering says he denies that in the transaction of said business the said Complainant furnished all the Stock and received all the Whiskey, pork, beef and other proceeds of the said distillery but he admits that the said Complainant kept the books of the concern wherein he charged the Company with all moneys, grain, hogs, cattle and other property and materials furnished by the said Complainant for carrying on said distillery. That in the said Company Book so kept by the Complainant an account was opened with said defendant wherein he was charged with all money and goods, wares and other articles of property which the said Complainant paid to said Defendant and wherein said defendant had

credit for all the Whiskey he manufactured but this defendant has not sufficient information to form a belief and therefore cannot say whether or not said Complainant credited the company by all cash received for Whiskey pork, beef and other proceeds of said distillery nor whether this defendant had credit for all other sums of money and property which said defendant furnished said firm.

The defendant further answering says that he admits, That on the Twenty fifth day of March A.D. 1851, the said Complainant and the said Defendant dissolved their said Copartnership and proceeded to settle and they did then make a settlement from which settlement it appeared that there was the sum of Seven Thousand and twelve Dollars and Eighty three cents profits to be divided between the said parties, and that the complainant did then and there pay over to the said Defendant in Cash the sum of Three Thousand five hundred and six dollars and forty one cents his share of the profits according to the settlement then made, by and between the said parties.

The defendant further says that prior settlements were had between the said parties and during the continuance of the said copartnership of which this defendant think there were as many as three or more, at all of which settlements the sum of two cents per gallon was allowed by said complainant to said defendant for ~~all~~ the Whiskey distilled by said defendant.

The defendant further answering says he denies that in said Settlement a mistake occurred whereby the said supposed profits were greatly increased above what they really were, and he says there was no mistake of any amount whatever made in said settlement, and he also denies that said amount of four thousand five hundred sixty Eight dollars and Eighty cents which said complainant paid said defendant for distilling the whiskey aforesaid as set forth in said Complainant's bill of Complaint should rightly have been taken into account as stated in said Complainant's bill of Complaint.

The Defendant further says that he denies that the said last mentioned sum of money

should have been added to the accounts against said firm before striking the balance of profits.

The Defendant further answering says, he admits that soon after said settlement had been made the said Defendant removed from Lancaster County Pennsylvania to Illinois and that he now resides in Carroll County in Illinois, and the defendant says he informed said Complainant of his intention of removing to Illinois some eight or ten months previous to his removal.

The Defendant further answering says, that he received a letter from the Complainant some time after he removed to said Carroll County, in which said Complainant alleged that a mistake had occurred in said settlement, but this defendant paid no attention to said letter as the Defendant believed and now verily believes that no mistake occurred in said settlement.

The Defendant further answering, says he admits that he is a distiller by trade but he denies that as such during the time of copartnership aforesaid he attended

exclusively to that branch of the business and he also denies that the complainant did all the buying selling and trading, but he admits that the complainant did all the book keeping of the copartnership but this defendant says he has not sufficient information to form a belief and therefore cannot say whether as manager of the financial affairs of the copartnership the complainant debited himself and became responsible to the firm for all the proceeds of said distillery and whether in said settlement all the proceeds of the distillery were charged to the complainant and accounted for by him but the defendant denies that the complainant was of right entitled to a credit of Four Thousand five hundred and sixty Eight dollars and Eighty cents or any other sum and he denies that the said Complainant paid the last mentioned sum of money or any other sum for the firm to said defendant which was omitted by mistake to be reckoned in said settlement.

The defendant further answering says

he has not sufficient information to form a belief and therefore he cannot say whether the account kept by the Complainant with said firm a copy of which is annexed to the bill of complaint and marked (A) exhibits a full fair and truthful statement of the business Transactions of said firm and of the account of the Complainant with said firm, but he denies that by mistake the sum of Four thousand five hundred and sixty Eight dollars and Eighty cents paid by said Complainant to said defendant is not charged in said account.

The defendant further answering says that he has not sufficient information to form a belief and therefore cannot say whether the account kept by said complainant with this defendant a copy of which is annexed to the bill of complaint marked (B) exhibits a full fair and truthful statement of the amounts paid by the complainant for said firm to said defendant and the amounts received by said complainant from said defendant for said firm.

The defendant further answering says he denies he is the owner in fee of one third

of the lands described in said bill of complaint, but says he is the owner of one fourth part of the same, he also denies that the lands described in said bill of complaint were purchased and the improvements thereon made with money paid by the Complainant to this defendant by mistake, he also denies that he ^{has} ever declared that he will convey away his property as stated in said Complainant's bill of complaint, for any such purpose as that set forth in said bill of complaint or for any other purpose whatever. And the defendant distinctly and Expressly denies that the complainant has ever paid this defendant any money by mistake.

The defendant further answering says he denies that he did transfer and convey his property away for the purpose of defrauding the complainant. And the defendant says he has not conveyed away his property to any person for any purpose whatever. And he also denies that it is the intention of ~~the~~ said defendant or that it has been his intention to transfer his property and put it out of his hands and secrete it so as to defraud the complainant as is stated in said

complainants bill of complaint.

The defendant further answering says that he denies that he is combining and confederating or has combined ~~and~~ confederated with divers persons for the purpose stated in said Complainants bill of complaint nor has he combined with any person for any purpose. And the defendant says he has made no such pretensions as stated in said Complainants bill of complaint, except that there was no mistake made in said settlement and that the Complainant did not pay over more money than he ought to have done to said defendant And that he does not intend to put his property out of his hands, all three of which Exceptions this defendant declares to be true.

The Defendant for answer to the interrogatories propounded in said Complainants bill of complaint, to the interrogatory whether a settlement was made between the complainant and this Defendant, the defendant answers, - there was, and as to whether the sum of Four thousand five hundred and sixty Eight dollars and Eighty

cents was paid by the complainant to this defendant he answers it was, and as to whether it was taken into said settlement, he answers it was taken into consideration at said settlement, but was not added to the amount of profits - To the other clause of the interrogatory whether the defendant had received from said firm by the hand of said Complainant, the said last mentioned sum of money for distilling as aforesaid - the defendant answers he had not received from said firm the said sum of money.

And this defendant denies all and all manner of unlawful combination, confederacy and fraud wherewith he is by the said bill charged without this that there is any other matter, cause or thing in the said Complainant's said bill of complaint contained material or necessary for this defendant to make answer unto and, not herein and hereby well and sufficiently answered, traversed and avoided or denied, is true to the knowledge or belief, of this defendant, all which matters and things this defendant is ready and willing to aver

maintain and prove as this Honorable Court shall direct, and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

H. A. Johnson
Sol^r for Deft

William Machen

I William Machen being first duly sworn on oath do depose and say that the foregoing answer by me subscribed has been read to me and the contents therein made known to me and that the matters and things therein stated as of my own knowledge are true and that those things which are stated as upon my information and belief I believe it to be true.

Subscribed and sworn to before

me this 24th day of June A.D.

1853
H. B. Harmon J.P. E.D.

William Machen

Which said answer is endorsed as follows,

"In Chancery William Machen ad John

"Stauffer = Answer - Filed July 6th 1853

"J. P. Emmert Clerk = H. A. Johnson Sol^r for Deft.

This Verat stricken from the
answer of defendant by order of the
Court October Term 1853

and afterwards to wit July 15. 1853 the Complainant
filed the following Replication to wit:

State of Illinois / In the Circuit Court of Carroll County
Carroll County / of the October Term AD 1853
In Chancery

John Stauffer

William Macken

} The replication of John
Stauffer Complainant to the
answer of William Macken Defendant.

This repliant saving and reserving to himself
now and at all times hereafter, all and all
manner of benefit and advantage of Exception
which may be had or taken to the manifold
insufficiencies of the said answer for replication
thereunto, says that he will aver, maintain
and prove, his bill of complaint to be true
certain, and sufficient in the Law, to be
answered unto; and that the said answer of
the said Defendant is, uncertain, untrue
and insufficient, to be replied ^{an} to, by this
repliant without this, that any other
matter or thing whatsoever, in the said
answer contained, material or effectual
in the law to be replied unto, and not

herein and hereby well and sufficiently replied
unto, confessed and avoided traversed or denied
is true, all which matters and things this
repliant is and will be ready to aver, maintain
and prove as this Honorable Court shall
direct and humbly prays as in and by his
said bill he has already prayed.

Wiram Bright-
Sol. for Complainant

which said Replication is endorsed as follows.
John Stauffer vs William Machen, Repli-
cation - Filed July 15. 1853. J.P. Emmert,
Clerk. W. Bright Sol. for Complainant.

and afterwards to wit October 11th 1853 came the Com-
plainant and filed his Exceptions to Defendants answer
and which are in the words and figures following to wit:

Bill of Exceptions
State of Illinois, ss In the Circuit Court of Canal
Carroll County, County October Term 1853 -

John Stauffer
William Machen

Exceptions taken by the

said complainant to the insufficient answer of the said defendant —

- 1st That the said defendant has not answered and set forth, according to the best and utmost of his knowledge, remembrance information & belief whether the expenses were not equally to be borne and the profits equally divided between him & the complainant in the copartnership of the distillery mentioned in the Bill & answer.
- 2 That the said Defendant has not in manner aforesaid answered and set forth whether the distilling of the Whiskey was not a part of the expenses of the distillery and as such should have been deducted and the balance divided equally between the complainant & Defendant.
- 3 That the said defendant has not answered in relation to the accounts as charged to him in the Books kept for the firm by the Complainant & whether there was a mistake in not deducting the expenses of making the Whiskey & whether it did

not increase the profits over and above what they really were

- 4th The answer does not state whether the complainant neglected to charge the firm the sum of \$4568.80 which was alledged was paid to Defendant for Distilling the Whiskey & whether it was taken into account in said settlement
- 5th The defendants answer does not mention whether or not the said sum of \$4568.80 should have been added to the accounts against said firm before striking the balance of profits
- 6th The defendant does not ~~mention~~ mention in his answer whether or not in said settlement the proceeds of the distillery were charged to your Orator and accounted for by him and whether he was of right entitled to a credit of \$4568.80 which he had paid for the firm to the defendant by mistake
- 6th The defendant does not answer the Complainants Bill in other parts, but sets

up an excuse for so doing & instead of saying yes or no, the Defendant says he has not sufficient information and belief to make answer.

7th That the Defendant's answer is an attempt to make evidence for the defendant; that by the bill the complainant waives the answer of the defendant a being under oath & which has been put in by the defendant under oath.

In all of which particulars the said Complainant ~~waives~~ insists that the answer of the Defendant is evasive, imperfect and insufficient wherefore he excepts thereto, and prays that the said Defendant may be compelled to amend the same and put in a full and sufficient answer to the said Bill.

H. Bright
Sol. for Complainant

which said exceptions are endorsed as follows
John Stouffer & William Macken Exceptions
to Defts Ans. Filed October 11. 1853, J.P.
Emmett Clerk. H. Bright Sol for Comp.

And afterwards, at the October Term 1853
of said Court to wit: on the 12th. day of
said month of October upon the Records
of said Court appears the following Entry.

John Stauffer
" } Injunction
William Meachen

And now at this time
the Court overrules the Exceptions to
Defendants answer and on motion of
said plaintiff leave is given him to withdraw
the same from the files & on further motion
of said Complainant it is ordered that the
jurat be stricken from the Defendants answer
And now here the Defendant enters his motion
to dissolve the writ of Injunction and the
same being heard by the Court is sustained
and the same is here dissolved.

And afterwards to wit: on the 25th day
of April 1854 upon the records of said Court
appears the following Entry

John Stauffer
" } Injunction
William Meachen } And now here leave is
granted parties to open depositions.

and on the day last aforesaid was filed
by the complainant the following dep-
ositions and which were given in
evidence the day following in the
trial of this cause - to wit:

State of Illinois }
Carroll County } ct.
and Circuit }

The People of the State of
Illinois To Isaac N. Ellmaker in the
City of Lancaster in the County of Lancas-
ter and State of Pennsylvania Greeting:

Know ye, that we in confidence
of your prudence and fidelity, have appoin-
ted you, and by these presents do give unto
you, full power and authority, and do
herely authorize and require you, that
at a certain time and place, to be
designated and appointed by you for
that purpose, you do cause the witnesses
whose names are mentioned in the caption
of the enclosed interrogatories, as well on
the part of the said John Stauffer,
plaintiff, as on the part of William Macken
defendant, to come before you and then

and there, diligently and faithfully examine each of them apart, upon the said interrogatories, on their respective corporeal Oaths first taken before you, both on the part of the said plaintiff and defendant, and none others; and that you do take such their Examinations and cause the said interrogatories as they are propounded together with the answers of the said Witnesses thereto, to be reduced to writing, in the order in which they shall be proposed and answered; and when you shall have so taken them, you shall cause the said witnesses to sign their names to the same, in their proper places, in your presence; and thereupon you will annex at the foot thereof, a certificate subscribed by yourself, in which you must state that they were sworn to, and signed by the deponent, and the time and place, when and where, the same were taken. After which, you are to send the said depositions, together with this commission, and the enclosed interrogatories carefully enclosed and sealed up, to the Clerk of the Circuit Court in and for the County of Carroll and State of Illinois with the names of the said parties litigant

Endorsed Thereon. And this you shall
in no wise omit.

Witness J.P. Emmert Clerk of our
said Court and the Seal of the
same at Mount Carroll in said
County of Carroll this 27th day of
September A.D. 1853.
J.P. Emmert Clerk

Messrs Amos & Johnson
Gents

Please take notice that
on the 27th day of September A.D. 1853 between
the hours of nine in the morning and nine in
the evening of the same day I shall by myself
or attorney attend at the Clerk's office of the
Circuit Court of Carroll County and State
of Illinois for the purpose of suing out
a Receivimus Potestatum or Commission
under the seal of said Court directed to Isaac
N. Ellmaker in the City of Lancaster in the County
of Lancaster in the State of Pennsylvania to take
the depositions of George Marks, Henry Klugh
William Childs and John Wiley Citizens of
said last mentioned County and State to
be read as testimony on the trial of a certain

suit in Chancery now pending and undetermined
in the said Circuit Court of Carroll
County wherein John Stauffer is Plaintiff
and William Meacham is Defendant
when and where you can attend if you
think proper & file cross Interrogatories

Yours &c
John Stauffer
per W. Wright his Atty.

Interrogatories to be administered to
Conrad Marks of the County of Lancaster
in the State of Pennsylvania a
witness to be produced, sworn and
examined in a certain suit in Chancery
now pending and undetermined in the
Circuit Court of Carroll County and
State of Illinois wherein John Stauffer
is Plaintiff and William Meacham is
Defendant on the part and behalf of
the said John Stauffer as follows:

- 1st How old are you what is your occupation
& where do you reside,
- 2^d State whether you know the parties Plaintiff
and Defendant and how long have you

Know them respectively as mentioned
in the title of the Interrogatories.

3^d State whether you know of the Plaintiff
& Defendant a being in Partnership if yes;
in what manner was it conducted & in
what years.

4th State whether you ever heard Machen the
Defendant say anything in relation to a
settlement of the Partnership matters between
him and Stouffer if yes, what was it, relate
the conversation. Did he say he had any
of Stouffer's money through a mistake if so,
how much.

5th In what business was they engaged and
how was the Partnership carried on, State
whether Machen at any time told you it
was distilling, & whether the profits was to
be divided after deducting all the expenses
and whether the making of the Whiskey by
Machen was a part of the expenses.

6th State whether at any time you heard
Machen say he was indebted to Stouffer,
if yes - in what amount & how, did Machen
say he became indebted to Stouffer Did
Machen receive more than his share of the
profits of the Partnership, if so how much

more and who paid the expenses of the Distillery and by whom was the expenses to be born what were their Expenses per year and how long were they in Partnership Did Meachen make the whiskey & how much was he to receive per gallon for it & who was to pay him for the manufacture of the Whiskey whether it was not to be included in and form a part of the Expenses of the Distillery -

7th State whether at any time you heard Meachen say prior to his dissolving partnership with Stouffer and before the settlement with Stouffer how much money he could leave Pennsylvania with, if yea state the amount was it \$2100.00 where did this conversation take place. Did he Meachen after this conversation move to Stephenson County Illinois, Did you come with him, and did he afterwards at any time tell you how much money he brought with him to Illinois if yea what amount, was it \$4500.00 & of whom did he say he received the money and out of what business Had Meachen any other means except what he made in the distillery.

8th Was this conversation with Meachen before he left for the State of Illinois, if so, how long

Before the conversation in which he told you all that would be coming to him would be twenty one Hundred Dollars.

- 9 If you know of any other matter or thing which would tend to the benefit of the plaintiff, please state the same as particularly as though you were fully interrogated thereby—

Interrogatories to be administered to Henry Klugh of the County of Lancaster in the State of Pennsylvania a witness to be produced sworn and Examined in a certain suit in Chancery now pending and undetermined in the Circuit Court of Carroll County and State of Illinois wherein John Stauffer is Plaintiff and William Machen is Defendant on the part and behalf of the said John Stauffer as follows,

- 1st How old are you what is your occupation and where do you reside.
- 2^d State whether you know the ^{parties} Plaintiff and Defendant and how long have you known them respectively as mentioned in the title of the interrogatories.
- 3^d State whether you know the Plaintiff &

Defendant was at any time in Partnership
if yea in what business way they engaged
was it Distilling & how and in what manner
was it Conducted & in what Years was it
carried on & when was it Dissolved & what
was the settlement at the time of the Dissolution
4th Did you have a conversation with Meachen
whilst he was Engaged in Distilling with
Stauffer & if any thing how much did
he tell you, that he had realized out of
the copartnership. Have you at any time
seen Meachen accounting his Partnership accounts
with Stauffer if yea how did he calculate
give us an example, was Meachen to pay one
half of the expences of the Distillery.

5th If you know of any other matter or thing
which would tend to the benefit of the
Plaintiff please state the same as particularly
as though you were fully interrogated thereto.
Interrogatories to be administered to William
Childs of the County of Lancaster in the
State of Pennsylvania a witness to be produced
sworn and Examined in a certain suit in
Chancery now pending and undetermined in
the Circuit Court of Carroll County and State
of Illinois wherein John Stauffer is Plaintiff

and William Machen is Defendant on the part and behalf of the said John Stouffer as follows

- 1st How old are you what is your occupation and where do you reside
- 2^d State whether you know the parties Plaintiff and Defendant and how long have you known them respectively as mentioned in the title of the interrogatories.
- 3^d State whether you know the Plaintiff and Defendant ~~was~~ at any time in partnership if yea, in what business was they engaged was it distilling & how and in what manner was it conducted in what years was it carried on and when was it dissolved do you know any thing in relation to their settlement if so state it.
- 4th If you know any other matter or thing which may tend to the benefit of the Plaintiff please state the same as particularly as though you were fully interrogated thereto

Interrogatories to be administered to John Wiley of the County of Lancaster in the State of Pennsylvania a witness to be produced, sworn and Examined in a certain suit in Chancery

now pending and undetermined in the Circuit Court of Carroll County and State of Illinois wherein John Stauffer is Plaintiff & William Macken is Defendant on the part and behalf of the said John Stauffer as follows;

1st How old are you, what is your occupation & where do you reside

2^d State whether you know the parties Plaintiff and Defendant and how long have you known them respectively as mentioned in the title of the interrogatories.

3^d State whether you know the Plaintiff and Defendant were at any time in Copartnership in the Distilling business & how and in what manner was it conducted and carried on and what do you know if any thing about the settlement or mistake at the time of the Dissolution, what if any thing has Macken told you in relation to said settlement how much he received

4th If you know any other matter or thing which may tend to the benefit of the Plaintiff please state the same as particularly as though you were fully interrogated thereto

John Stauffer vs William Meachen
I certify that a copy of this notice and
Interrogatories was served on Messrs Armour
& Johnson this 27th day of August A.D.
1853 J.P. Emmert Clerk.

Oath Interrogatories to be administered
to the Witnesses Conrad Marks, Henry
Klugh, William Childs and John Wiley,
by the Commissioner Isaac N. Elmaker
Esq in the Case of John Stauffer vs
William Meachen, on the part of the Defendant

"To Conrad Marks"

1st If in reply to the two first Interrogatories of the
plaintiff, you state anything upon the subject
matter, mentioned therein, mention also, in
all instances, your means of knowledge,
how and in what manner you have
become acquainted with each particular
fact — did you ever see any written articles
of copartnership executed by and between the said
plaintiff and Defendant? Do you know that
the plaintiff and Defendant were in copartner-
ship at Donigall Mills, State of Pennsylvania
if so in what business were they so engaged

when was the copartnership formed, and in what year was it dissolved.

4th If in reply to the fourth Interrogatory you state that you have heard Defendant speak of a settlement of the copartnership business of Plaintiff and Defendant? you will state when, in what year and in whose presence, this conversation took place state all the conversations and statements of Defendant at that time fully, as you recollect them -

5th In answering Plaintiff's fifth Interrogatory state particularly whether you know, how the partnership was carried on - if you answer that you do - state explicitly your means of information? If in reply to the Question of the Plaintiff "How were the profits of the copartnership business to be divided?" your Answer that the profits were to be divided after deducting all the expenses" you will state how you know, how came you in possession of the information - If in reply to the Question of the Plaintiff "Was not the distilling of the Whiskey by Macken a part of the expenses" you answer it was, state your means of knowing fully.

6th If in answer to the 6th Question of Plaintiff you state that you heard Macher the Defendant say that he was indebted to the Plaintiff you will also state at what place, in what year, and in whose presence this conversation took place. Did Macher explain the nature of the indebtedness to Stauffer, if so what were his declarations? If in answer to the question of Plaintiff "Did Macher receive more than his share of the profits of the Copartnership business" you state that he did, you will state particularly your source and means of information, were you present when Stauffer & Macher settled their Copartnership affairs, if so, how did they settle, and what amount of money did Stauffer pay Macher, if any at the time of the settlement, Did you see Stauffer pay Macher the sum of \$2100.00 or any other sum or sums of money, if so, at what place and time, and how much? State if you know who was to bear the Expenses of the Distilling? How do you know the Expenses of the Copartnership per year, If in answer to the plaintiff's question, "How much was Macher to receive per gallon for distilling the whiskey and by whom was Macher to receive

his say, you state a particular sum, per gallon, and that Stauffer was to pay Meachen, you will state ~~particular~~ explicitly your means of knowledge and how you know!

7th If in answer to plaintiff's Interrogatory "Did you hear Meachen say at any time prior to his dissolving partnership with Stauffer and before the settlement with Stauffer, how much money he could leave Pennsylvania with" you say that you did; and that Meachen said that it would be the sum of \$2100.00, you will state at what place, in what year and in whose presence; did this conversation take place - Did the Defendant Meachen state in that conversation that he should leave the State of Pennsylvania for the State of Illinois, and if so, when did he say he should start, Did Meachen in this conversation make any other statements appertaining to the copartnership affairs of plaintiff and Defendant? If so what were they - State particularly what you knew of Defendant's financial affairs when he left for the State of Illinois - Did you know how much money he brought

into the State of Illinois with him, if so, how did you know? Do you know that Machen brought no money from the State of Pennsylvania to the State of Illinois except what he received from the copartnership business with Stauffer if yes; state your means of information?

Do you know in what year the copartnership of Stauffer & Machen was formed, and in what year it was dissolved, if so state in 8th Did Machen do the distilling of the Whiskey and furnish the apparatus and machinery for doing the same, if so, how many gallons of Whiskey did he distill for the firm? If you know, state fully — State your means of knowing how much money Machen brought to the State of Illinois if you have any knowledge thereof

9th Were you in Partnership with Machen in Carroll County, State of Illinois, if so, in what business and what year was your copartnership formed, and in what year was it dissolved? State whether or no, you had difficulty with Machen while in copartnership with him, and did you not threaten to do him injury by testifying in this case against him, what

What are your feelings at the present time towards Maehen? State fully —
10th Is there any other matter or thing not heretofore stated by you to the advantage of the Defendant if so state fully.

"To Henry Slugh"

1st If in reply to the third interrogatory of the Plaintiff you answered that the Plaintiff and the defendant were in copartnership and engaged in the business of Distilling and that you know the manner in which the copartnership was conducted and carried on, and how and in what manner the settlement was made on the dissolution of the copartnership by the said Plaintiff and the defendant you will state fully and explicitly your means of information.

Here you present when the settlement was made? Did you ever see any written articles of copartnership made and executed by and between the Plaintiff and Defendant, — or do you know what their copartnership agreement was, if so what was it, and what is your means of knowledge state fully —

2nd If in reply to the fourth Interrogatory of the Plaintiff, you State that you had a conversation with Machen - while he was engaged in Distilling at Donegall Mills, in which he told you how much he had realized out of the Copartnership Business with Stauffer, you will state at what time, at what place, and in whose presence the conversation took place - what other declarations if any? did Machen make, in this conversation - State fully what they were

3rd If in reply to the Plaintiff's Interrogatory "Have you at any time seen Machen accounting his Partnership accounts with Stauffer you state that you have - you will state at what place, and in what year -

4th If in reply to the Interrogatory, was Machen to pay one half of the Expenses of the distilling, you answer that he was - You will state your means of information and how you know fully -

5th Is there anything else not heretofore stated by you, to the advantage of the Defendant if so, state the same fully.

"Do William Childs"

1st If in reply to the first, second and third Interrogatories, you state any thing, upon the Subject matter, mentioned therein, mention also, and state fully in all instances, your means of knowledge, and in what manner you have become acquainted with each particular fact -

2nd Is there any thing else not heretofore stated by you to the advantage of Defendant, if so state the same fully -

"To John Wiley"

1st If in reply to the first two Interrogatories of the plaintiff you state any thing, upon the subject matter, mentioned therein - mention also and state explicitly in all instances, your means of knowledge, and in what manner you have become acquainted with each particular fact?

2nd If in reply to the Interrogatory "how and in what manner was the copartnership of plaintiff and defendant conducted and carried on" and also to Plaintiff's Interrogatory "what do you know if any thing about the settlement or mistake at the time of the

dissolution" If you answer that you do know the manner in which the copartnership of Plaintiff and defendant was conducted and that there was a mistake made, at the time of the settlement or dissolution of the copartnership, state your means of knowing and in what manner, you have become acquainted with each particular fact?

3rd " Do you know how much Machen received in money, from Stauffer on the dissolution of the copartnership -

4th " Do you know that Machen while in Business with Stauffer at Donegall Mills, did the distilling of the Whiskey and furnished the apparatus and Machinery for doing the same - if yes? state fully - what you know in relation to the matter,

5th " Is there any other matter or thing not heretofore stated by you to the advantage of the defendant is so state the same fully -

Arnold & Johnson
Attys for Deft.

William Machen ads John Stauffer
Cross Interrogatories for Deft to be administered

By Isaac Ellmaker Esq^r Commissioner to Conrad
Marky, Henry Kolugh W^m Childs and John
Wiley Witnesses

Depositions of witnesses produced, sworn and
Examined, on the twenty sixth day of October in
the year of our Lord one thousand eight hun-
dred and fifty three at the office of Isaac N.
Ellmaker in the city of Lancaster, Pennsylvania
by virtue of a commission issuing from Circuit
Court of Carroll County in the State of Illinois.
to Isaac N. Ellmaker directed for the Exam-
ination of witnesses in a certain cause depen-
ding in said Court wherein John Stauffer is
plaintiff and William Maachen is defendant.

Conrad Marky being produced and sworn
answers as follows to the first interrogatory
I was born on January 24th 1827. My
occupation is masonry and brick laying.
I reside in the borough of Marietta, Lancaster
County Pennsylvania

To the Second Interrogatory, I have known
John Stauffer and William Maachen from

the year 1847

To the third interrogatory
John Stouffer and William Machen were
in the distilling business together Stouffer
bought the grain and chopped it and Machen
made the liquor and boarded and hired the
hands, I was in their employ at one time.
I frequently heard Machen say that they
were in partnership - The liquor hogsheads
were marked with Machen's name -
They were in business together to my knowledge
from 1848 to the latter part of the winter
of 1857 when they dissolved. William Machen
told me that they were in business together
about five years.

To the fourth Interrogatory: All I have
heard William Machen say with regard
to a settlement was that they had settled
according to contract and he denied having
any of Stouffer's money.

To the fifth interrogatory: - They were engaged
in distilling and the business was conducted
as already stated in my answer to the third
interrogatory. Machen never told me that

their business was distilling but I say it for myself. Machen told me the profits were to be divided between them but said nothing about expenses, he said something about the making of the Whiskey but I cant remember what-

To the Sixth Interrogatory: I never heard Machen say he was indebted to Stauffer but always that he was not. I dont know whether Machen received more than his share of the profits, nor who paid the expenses of the distillery except that Machen paid myself and other hands. I dont know by whom the expenses were to be borne nor what they were a year. I have already stated all I know about the length of time they were in partnership Machen made the Whiskey and told me he was to get 2 cents per gallon for making the Whiskey from John Stauffer. I dont know whether this charge was to be included in the expenses of the distillery or not,

To the Seventh Interrogatory. Before the settlement and dissolution of the partnership

He told me that he would have 21 hundred or 22 hundred dollars if he got out of the business what he ought to have. This was at the distillery near Marietta in Pennsylvania. Machen who is my brother in law afterwards moved to Illinois together with me to Stephenson County after our arrival in Illinois Machen told me that he had brought 44 or 45 hundred dollars with him. He did not say from whom or out of what business he received the money - I never knew him to have any other business or property than what he had in the distillery.

To the eighth interrogatory:- The conversation in which he said if he got what he ought to have he would be able to take 21 or 22 hundred dollars along with him was in Pennsylvania in the latter part of the winter just before they dissolved partnership.

To the ninth Interrogatory:- After we arrived in Freeport Machen bought 5 or 6 lots of ground. We were in Freeport from May until October 1857. We then removed to Savanah Carroll County Illinois and he and I

and others commenced a distillery after this he told me he had 34 or 35 hundred dollars left. At that time the ground on which we built the distillery near Savannah had been bought and paid for. Machen paid the money in my presence, it was more than 300 dollars.

Ans to the cross interrogatories on the part of the defendant as follows,

To the first cross interrogatory: I can throw no more light on the first two interrogatories than I have already given. I never say any written articles of copartnership between the parties. I know no more than I have already stated. I have often heard Machen say they were in partnership.

They were engaged in the distilling business at Donegal Mills Pennsylvania Machen told me the partnership had existed above five years and it was dissolved in the beginning of the year 1857—

To the fourth Cross Interrogatory. The conversation mentioned in my answer to the fourth Interrogatory took place

at Savannah in the year 1851 and like statements were also made in the year 1852. It was frequently said in the presence of Jacob Simmy and Adam Nace. I have already given all I recollect of these conversations.

To the fifth crop Interrogatory. I don't know how the partnership was carried on farther than I have already stated. My means of information were what I myself ^{saw and} heard Machen say. Not having answered as supposed I have nothing to say to the remainder of the crop interrogatory.

To the Sixth Crop interrogatory:—I never heard him say that he was indebted to Stouffer. He always said the contrary. I don't know anything about Machen's getting more than his share of the profits of the Partnership. I was not present when Stouffer and Machen settled their Partnership affairs and never saw Stouffer pay Machen any Money. I don't know who was to bear the expenses of the

distillery or what the expenses were per year. Machen told me in Illinois that Stouffer was to pay him two cents per gallon over and above the half of the profits.

To the Seventh cross interrogatory:- What Machen said to me about the 21 or 22 hundred dollars occurred at the Donagals Mill in the year 1857 Just before they dissolved partnership. No one else was present. At that time Machen said he was going to Illinois but did not say when he should start.

Machen did not then make any other statements relative to the partnership. I knew nothing of defendant's financial affairs when he left for Illinois or arrived there except what he told me and I have already stated. I don't know when he got his money. I have already stated that the partnership of Stouffer & Machen was dissolved in the beginning of 1857 and that the partnership continued about five years.

To eighth Cross Interrogatory. Machen distilled the Whiskey and told me the

Apparatus belonged to him but not the building. I don't know how many gallons he distilled for the firm. Machen told me how much money he took to Illinois

To the Ninth cross Interrogatory. I was considered a partner with Machen and others in erecting a distillery in Carroll County Illinois, the partnership was formed in the spring of 1852. Machen and I had some difficulty while in partnership Machen and another partner did not carry on business to suit me. I never threatened to testify against him in this case, but I said that I would tell Stouffer all I knew about it. I was cross at the time but I now feel friendly towards Machen.

To the tenth cross interrogatory :- I know of nothing more that would be of advantage to the defendant in this case.

Sworn and subscribed this } Conrad P. Marks
26th day of October A.D. 1853 }
Coram J. W. Ellmaker }

Henry Klugh being produced and sworn answers

the first interrogatory as follows. I am in the 36th year of my age I am at present a distiller and reside at Stauffer's Mill Lancaster County Penn^a

To the Second Interrogatory: I have known John Stauffer from about the year 1837 and William Machen from about the year 1842

To the third interrogatory: Machen himself told me that Stauffer and he were in partnership in the distilling business. I was in their employ 3 or 4 different times. Machen did the distilling, hired, boarded and paid the hands. Stauffer furnished the grain and chopped it. Stauffer furnished Machen the money to pay the hands. Machen and Stauffer carried on together I think from the year 1845 to 1857 Machen moved away in the spring of 1857.

To the fourth Interrogatory:- Machen never told me what he had realized out of the partnership, he always said he was not making anything. I have never seen Machen account with Stauffer. We used

to cipher on the head of a hoghead and sometimes on a slate and tell me he wasn't making any thing. I never heard Macher say what portion of the expense he was to pay.

To the fifth interrogatory :- When I was in the Still House Macher placed all his reliance on me and did nothing but feed the hogs and calculate. He used to calculate the cost of the grain, the labor, the Hoghead, the coal &c and came to the conclusion he was making nothing. I don't know that he had any other property than that in the distillery at that time. He used to tell me that half the apparatus belonged to him. He once offered me his half for \$400 dollars. In making his calculations of the expenses of a day Macher always charged three dollars against the firm for his services in making the Whiskey before striking a balance to arrive at profit or loss. This he often did in my presence.

Ans to cross interrogatory :- ~~I know that they were~~
on part of the defendant as follows
To the first cross interrogatory :- I know that they

were in Partnerships from what Machen told
and how the business was conducted from
what I saw. I know nothing about
settlements between the parties, but in
the calculations made in my presence
Machen always charged his compen-
sation for making the Whiskey against
the firm. I saw no settlement nor
written Articles of agreement between
them, nor do I know any thing of the
terms of the partnership further than I have
stated.

To the second cross interrogatory:- Machen
generally made his calculations in my presence
alone and they occurred in the distillery at
different times during my employment there.

To the third Cross interrogatory:- I have
never seen Machen account with Stouffer.
I have already stated that I have frequently
seen Machen calculate the cost of a day
to the partnership and in such calcula-
tions he always charged all the expenses
including his own compensation against
the firm.

To the fifth Cross interrogatory:- Nothing
whatever that I know of.

Sworn and subscribed this
26th day of October A.D. 1853 } Henry Klugh
Coram J. W. Ellmaker }

William Childs being produced and sworn answers
to the first interrogatory as follows:- New Years
day next will make me sixty nine. I am
by occupation a Scrivener. I reside in the
borough of Marietta Lancaster County Pa.

To the second Interrogatory:- I have known
both parties for more than ten years.

To the third interrogatory:- I know nothing
of the matters contained in this interrogatory
except from common rumor.

To the fourth interrogatory:- After the removal
of Mr. Machen, Mr. Stouffer submitted the
books of the firm of Stouffer and Machen as
appeared from the books themselves to me. From
the books I ascertained that 4546 dollars and 12
cents were omitted to be charged to the expensed
account of the Still house. This amount was composed

of 2 cents per gallon for Whiskey manufactured
said Machus for services in distilling. This
amount should have been deducted before
dividing the balance between the partners.

Ans: to the cross interrogatories on the part
of the defendant as follows.

To the first cross Interrogatory: I can give
no further satisfaction than already furnished
by my answers to the second and third interrogatories
themselves.

To the second cross interrogatories: - Nothing
that I know of.

Sworn and subscribed this
26th Day of October A.D. 1853 } W^m Child
Coram J. N. Ellmaker }

John Wiley being produced and sworn
answers as follows to the first Interrogatory: -
I will be 53 the 15th of November next.

My occupation is that of a distiller. I reside
in East Donegal Township, ~~township~~ Lancaster
County Penn^a.

To the second Interrogatory: I have known William Machen since 1838 and John Stauffer about the same time.

To the third Interrogatory: William Machen himself told me he was in Partnership with John Stauffer in the distilling business and as I understood were equal partners. I don't know any thing about the way in which the business was carried on nor any thing about the settlement between them. Machen never told me any thing about their settlement but six weeks or two months before he started for Illinois and before their settlement I asked him how much he could take along out, whether he could take two thousand dollars. He answered thereabouts.

To the fourth interrogatory: William Machen told me he was to have two cents per gallon for making the whiskey from the proceeds of the firm. Machen wrote to me from Illinois to examine the books and see how matters stood between him and Stauffer. I examined the books and found that Mr Stauffer had paid Machen two cents per gallon for making the

Whiskey amounting to 4568 dollars and 90 cents which ought to have been paid Equally by the two partners. Storffer therefore overpaid Machen 2284 dollars and forty five cents. Machen distilled 228645 gallons for the firm.

Ans. to cross interrogatories on the part of defendant as follows—

To the first cross Interrogatory—I can furnish no further information with regard to my answers to the first two interrogatories than they themselves contain

To the second cross interrogatory:—what I do know I have learned from the books of the firm having been requested by Machen to examine them for him and from Machen himself.

To the third cross Interrogatory:—I do not unless it is contained in Machen's letter to me, the contents of which I do not now recollect exactly.

To the fourth cross interrogatory: - I know that Machen did the distilling of the Whiskey while in business with Stauffer at Donegal but know nothing about the apparatus or machinery or who owns them.

To the fifth cross interrogatory. I don't know of any -

Sworn and subscribed this
26th day of October 1853
Coram J. N. Ellmaker

John Wiley

J. Isaac N. Ellmaker do hereby certify that on the twenty sixth day of October A.D. 1853 I caused Conrad Marks, Henry Klugh, William Childs and John Wiley to appear before me at my office in the City of Lancaster in the County of Lancaster in the State of Pennsylvania. That the said Conrad Marks, Henry Klugh, William Childs and John Wiley were first duly sworn by me according to law, the truth to testify in relation to the matter in controversy wherein John Stauffer is plaintiff and William Machen is defendant.

So far as they should be interrogated.
That the answers to each of the interrogatories
were taken down by me. That the same
may then carefully read to the Witnesses
and their names thereunto subscribed
in my presence &c.

Given under my hand seal this
26th day of October A.D. 1853.

Isaac N. Ellmaker 
Commissioner

Which said Decimus Potestatum, Interroga-
tories and Answers were endorsed as
follows.

"John Stouffer & William Macher
"Opened & Filed April 25, 1854
" J.P. Emmert Clerk.

And afterwards to wit April 26, 1854
the Defendant filed an affidavit for
a continuance of this cause and which is
in the words following to wit:

State of Illinois	}	April Term of Canon
Carroll County		
		Co. Circuit Court
		A.D. 1854

John Stauffer } In Chancery.
William Macken }

Said Defendant being duly sworn deposes and says, that he cannot safely proceed to hearing of the above cause at this term of this Court, without the testimony of Zachariah How who is a material Witness for this Affiant. That he expects to prove by said Witness that said Stauffer the complainant told the said witness that he was to pay this affiant the sum of two cents a gallon for the liquor distilled by said Affiant while in Partnership with said complainant as stated in said bill of complaint over and above the Expenses of the firm of the individual funds of said Complainant And this Affiant further states that he has used all the diligence in his power to obtain the testimony of said Witness at this term of this Court - that said Witness resided in the County of Lancaster & Pennsylvania. When this Affiant left the said state that this affiant when he found that the testimony of said Witness would be necessary in this cause & before the last

term of this Court ascertained that said Witness had left the State of Pennsylvania that he wrote to his friends in Pennsylvania to ascertain where the said Witness had gone - that he ascertained he had gone to the State of Ohio but what part he was unable to learn - that he immediately took measures to find out in what part of Ohio he had emigrated, but as yet has failed to ascertain the residence of said Witness that he has used all the means that the time & his means would allow since the last term of this Court to obtain said testimony, that he believes he can obtain the testimony of said Witness by the next term of this Court and that this Affidavit is not made for delay alone but that Justice may be done in this cause and that Affiant knows of no other Witness by whose testimony he can prove the facts aforesaid and affiant further saith not

Subscribed & sworn to before
me this 26 April 1854 } William Wachen
J. P. Emmert Clerk }

which said Affidavit is Endorsed as follows to wit: - John Stauffer as

William Machen Affidavit for Contu
Filed April 26 1854
J. P. Emmett Clerk

And afterwards to wit: on the 26th day
of April A. D. 1854 upon the Records
of said Court appears the following
Entry to wit:

John Stouffer
" } Injunction
William Machen }

And now at this time
the Defendant enters his motion for a
continuance of this cause, and the same
being heard is by the Court overruled
And now here the issues being complete
between the parties, the trial of the same
by agreement of parties being submitted to
the Court and the Court having heard
the testimony on the part of the Complainant
as well as on the part of the defendant,
defers rendering his verdict until the next
term of this Court.

And afterwards to wit: On the Ninth
day of October A. D. 1854 upon the

John Stuffer }
William Machen } Injunction

And now at this time the Court having heard and duly considered the Evidence in this cause, it is ordered that the Bill be dismissed at Plaintiffs cost. Whereupon it is considered and adjudged by the Court that the Defendant have and recover of said Complainant his costs in this behalf by him Expended and that he have Execution therefor.

And now here comes the Complainant by his Attorney and enters his prayer for An Appeal from the Verdict of this Court to the Supreme Court of the State, which being heard is by the Court sustained and appeal allowed, by complainant with the Clerk of this Court, within thirty days from the date of this Order a ^{proper} Bond with Hiram Knight as security in the sum of five hundred Dollars.

And afterwards to wit: October 11. 1855 came the Complainant and filed certain Bill of exceptions, of which the following is

a copy to wit:
State of Illinois } In the Circuit Court of Carol
Carroll County } County October Term A.D. 1854

John Stauffer

William Machen

He it remembered that
on the trial of the above cause at the said
Term A.D. 1854 of the Carroll County Circuit
Court in the State of Illinois the said John
Stauffer to maintain the issue on his part
gave in evidence to the Court the Depositions
of Conrad Marks, Henry Klugh, William
Childs and John Wiley taken by the Complai-
nant and on file in said cause and also
the partnership Books of account of the
parties in said suit which was introduced
as the amended Bill in said cause & taken
as a copy of the partnership Books and that
the Bill Answer and replication was Read by
the Complainant in said cause and thereupon
the said John Stauffer offered no other or further
evidence and the Counsel for the said William
Machen offered no evidence only such as is
mentioned in the Depositions in said cause
and introduced by their cross interrogatories

to the Complainant's Witnesses. But the said
judge then and there held and affirmed,
that the said Evidence so given to the Court
as aforesaid by the said John Stauffer was
not sufficient to maintain the issue on his
part and thereupon Dismissed the said
Complainant's Bill without prejudice
Whereupon the Counsel of the said John
Stauffer, inasmuch as the matter aforesaid
do not appear by the record of the decision
and dismissal of said Bill as aforesaid,
prayed that the said Judge would set his
hand and seal to this Bill of Exceptions
Containing the several matters so proved and
given in Evidence as aforesaid, according to
the Statute in such Case made and provided;
and Thereupon the Judge aforesaid at the
said Counsel for the said John Stauffer did
Sign and seal this Bill of Exceptions, pursuant
to the aforesaid statute in such Case made
and provided.

Dated this 11th day of April 1854 at Mount
Carroll.

Ira C. Wilkinson Esq

Bill of Exceptions Endorsed as follows.
John Stauffer vs William Macken, Bill of

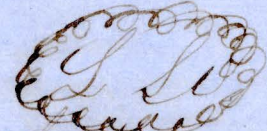
Exceptions. Filed October 11th 1854
J. P. Emmert Clerk.

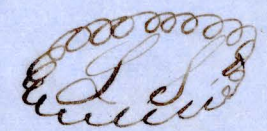
And afterwards to wit: October 26th 1855-
the complainant filed Appeal Bond of
which the following is a copy.

Know all men by these presents that
we John Stauffer of the County of Lancaster
in the State of Pennsylvania and Hiram
Bright of the County of Stephenson and State
of Illinois are held and firmly bound unto
William Machen of the County of Carroll and
State of Illinois in the penal sum of Five
Hundred Dollars, lawful money of the
United States for the payment of which
well and truly to be made we do hereby
jointly and severally bind ourselves, our heirs,
Executors Administrators and Assigns.
Witness our hands and seals this Twen-
-tieth day of October A.D. 1854.

The condition of the above obligation
is such that whereas the said William Machen
did on the Ninth day of October A.D. 1854
in the Circuit Court of Carroll County in the
State of Illinois recover a Judgment against

the above bounden John Stauffer for a
Dismissal of his John Stauffer's Bill
without prejudice, from which judgment
the said John Stauffer has taken an appeal
to the Supreme Court at Ottawa Lucille
County State of Illinois. Now if the
said John Stauffer shall prosecute
his appeal with Effect and shall
pay whatever Judgment shall be
rendered by the Court, or in case the
judgment shall be affirmed, then this
obligation to be void otherwise to remain
in full force and virtue -

John Stauffer 
per W. Bright his atty in fact

William Bright 

Which Appeal Bond is endorsed as follows
Appeal Bond John Stauffer v William Macken
Filed October 26th 1854 J. P. Emmert, Clerk

State of Illinois
Carroll County

J. P. Emmert Clerk of the
Circuit Court in and for said County do hereby

Certify that the foregoing is true and correct copy of the whole Record and of all the papers on file (except process for Subpoenas and Subpoenas) in the case wherein John Stauffer is Complainant and William Machen is Defendant.

Witness my hand and the Seal of said Court at Mount Carroll in said County of Carroll and State of Illinois this 6th Day of April A.D. 1855.

J. P. Emmert Clerk

And now comes the said appellant of Bleboon his atty and says that in the record & proceedings aforesaid and in the recitation of the Subpoenas aforesaid there is manifest error in this & viz.

1st The court erred in dismissing the complainant's bill

2^d The court erred in rendering the decree against the complainant

3^d The court erred in rendering the decree aforesaid in manner & form aforesaid, for which errors & thus in the said record manifest appeal

and says that the same shall be
reversed

B. C. Coon

Counsel for appellants

John⁵⁸ Stauffer

by

William Mouchew

Exemplification of Record

Filed May 30, 1858.
L. Leland Clk.

\$5.00 Clk. —

John Stoffer vs Appeal from Carroll

William Machan

Courts of Equity will open settlement in case of mis-
take

Adams Equity 368

1 Storgis Equity 107 1 Gilman 107

5 Munroe 183 3 Deane 2439+

4 Deffen 122

7 A. S. Marsh 178

1 Peters R 1

4 McLeod 185

3 Monroe 80

5 A. S. Marsh 499

3 Deane 445

Evidence on the point in issue which is was
the 2^{ds} per gallon paid to defendant for distilling paid
by the firm or by Stoffer alone

1st The books of the firm copies of which are made
part of the bill and admitted to be correct

Showed credit to Machan on firm books for distilling
a portion of the Whisky Manufactured. These books
are the admissions of both parties

Conrad Marks Sworn before the dissolution of the part-
nership that if he got what was right out of the busi-
ness he would have \$21 or 2200 \$ to take away with him
He did bring to Illinois with him \$44000 \$4000

he had nothing but what was in the business with
Stoffer. (Machan told witness he was to have two cents
over and above half of the profits.

Henry Elough worked for Stoffer & Machan in the
distillery often seen defendant make calculation
to see if they were making any thing in the bus-
iness he always charged his compensation for distilling
against the firm.

William Childs, now 69 years old occupation
scrivener. I have examined the books of the firm
of Stoffer & Machan & from the books themselves
it appears that \$4545.18 was omitted to be charged
to expense account of Still House being 30 per gallon
paid Machan for Whiskey manufactured by him
This amount should have been deducted before stat-
ing a balance for profits as appears from the books

John Willey. Defendant told me he was to have
2 cents per gallon for making the Whiskey from
the proceeds of the firm he wrote to me from
Illinois to examine the ~~books~~ & see how matters
stood & between him and Stoffer. I examined the
books & found that Stoffer had paid Machan
2¢ per gal for making the Whiskey the Whiskey
amounted to \$4568.70 which ought to have been paid
by the firm.

John Stauffer & Carol County
as Circuit Court
William Macken }
Gentlemen

You will find
Enclosed the Power of Attorney by which I
signed John Stauffer's name to the Appeal
Bond which you will please preserve &
return to me after the suit is over
You will find upon Examination of the
Record that the Clerk has entered it as a judgment
for costs but the Bond agrees with the Bill
of Exceptions & Recites the Judgment the same
as it is in the Bill of Exceptions. You will
also perceive that Mr. Turner was with me
originally in the case & may perhaps if at Court
assist you in the trial of the cause yet he knows
but very little about the case.

Then answer sufficiently proves the partnership
& if not the Defendants do & the Crops in the
stories of the Defendant helps our case.

The amended Bill Letter A & B is a true
Copy of the Books & was given as such in
testimony. The way that George Wilkinson
was lead as to he supposed there was
several settlements of the firm of Stauffer
& Macken. This is not the case but the
Books only shows a settlement or two
of the individual accounts of Macken
with the firm of Stauffer & Macken for
manufacturing Whiskey.

These amounts paid Macken for the manufacture
of the Whiskey was not charged as expenses of
the firm of Stauffer & Macken hence the mistake
Read the Bill for a history of the case.

Machens account which he was owing the
Firm of Stouffer & Machen is settled up to
Jan 7th 1848 by making 63420 Gallons
of whiskey at two Cents per Gallon makes 126840

This was not added into the expenses of the
Still House but shows that no settlement
of the Partnership Concern took place but
only settled the individual account of
Machen for which Stouffer & Machen gave
him Credit in making whiskey but neglected
to charge it to the Still House of Stouffer & Machen

Jan 17th 1850 The Books again show that
Stouffer & Machen settled all the whiskey
made to date & sent off amounting to
104715 at two Cents a Gallon makes 209430
which expense was again neglected to be
charged to the Still House of Stouffer & Machen
This was paid to William Machen by Stouffer
& Machen. But there has as yet been no
settlement of the partnership accounts
of Stouffer & Machen

	126840
	<u>209430</u>
	336270
	<u>36690</u>
Another amt	<u>\$372960</u>

In and place in Machens Account it states
that it was settled up to Jan 7th 1848 by making
whiskey 63420 Gallons \$126840 this is
Machens Private account but no settlement
of Stouffer & Machen & it does not show that
even this account was ever settled by Machen

with Stouffer & Macher

Also you will find that on the 17th Jan 1850
all the whiskey made to this date was billed in
the Private Account of Wm Macher by Stouffer
& Macher but it never was charged to the
expenses of Stouffer & Macher so that Macher
received pay twice.

Also in the end of his account he gives
William Macher Credit for making whiskey
to balance his account, but it does nowhere
appear to be charged in the expenses of
Stouffer & Macher.

I think the foregoing is a pretty full history
of the case & this rough memorandum it
might be a good idea to give to the Court
so that they will not overlook the points with
your argument.

58

John Stuffer
vs

William Machen

Stuffer vs Machen

Filed May 30, 1888
L. Deland Clk.

Freeport May 21st 1853.
Messrs. Glover & Hook
Sento

Enclosed please find
five dollars for the appeal in the case
of Stonuffer & Macken. I have sent you
a brief abstract with a Power of Attorney.
Please attend to the case & immediately
after the result write us & we will
also upon the amount being received
remit you your fees.

We shall send you the abstract in the
case of William McMaster & wife as
William H. Spencer in a few days.

Yours Truly
Bryant & Smith

58

Bright & Smith
Freeport
May 21

Know all men by these presents That I
John Stauffer of Lancaster County Pennsylvania
do hereby constitute and appoint Thomas J. Turner
and Hiram Bright of Freeport Stephenson County
Illinois my true and lawfull attorneys for me and
in my name to control and regulate a suit which
is now pending in the Circuit Court of Carroll
County Illinois wherein John Stauffer is Plaintiff
and William Macken is Defendant and to settle
the same or to arbitrate said suit if they think
proper and to do and sign all other acts and
writings necessary in the premises hereby ratify-
ing and confirming whatever my said attorneys
may lawfully do in the premises.

In witness whereof I have hereunto set my hand
and seal this fourth day of May A. D. 1853.

Attest.

Wm. H. Hester,

Notary Public

State of Pennsylvania
Lancaster County ss.

John Stauffer

Be it remembered, that on the
fourth day of May in the year of our Lord one Thou-
sand Eight hundred and fifty-three before me one
of the judges of the Court of Common Pleas of
Lancaster County Pennsylvania personally appeared the
above named John Stauffer and acknowledged
the foregoing power of attorney to be his act and deed,
desiring that the same might be received and recor-
ded as such, in any part of the United States of
America, or elsewhere.

In Witness whereof I have hereunto set my hand &
seal the day and year above said.

Wm. H. Hester, Judge

I John R Reed, Prothonotary of the Court
of Common Pleas of Lancaster County
Pennsylvania, do hereby certify that ^{Hing D. B. Vandersmith} ~~John~~ ~~Struffer~~ whose signature is at-
tached to the within and foregoing
acknowledgment is one of the judges
of the said Court, duly commissioned
qualified and acting as such, that
his said signature is genuine, and that his
said Court is a Court of Record.

In Witness whereof I have hereunto set my hand
and affixed my seal of office at Lancaster
Pennsylvania, this fourth day of May in the
Year One thousand eight hundred and fifty
three.

John R. Reed

Proton.

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John H. Souffer
Esq

Asian Bight
Power of Atty

Filed May 30. 1885.
L. Seland Clk.