Weekly Times

THURSDAY, AUGUST 8, 1878.

### INFORMATION WANTED.

Will the friends of George T. Anthony answer a few questions:

1st. Has he made any answer to the charges of his appropriation of the school funds in Orleans county, New York, and the judgments against his property for the same, and if so, when and where?

2. Has he given any reason for the purchase and building of houses on lots in Leavenworth City, in the name of his wife?

3. Has he shown them why his great farm in Pottawatomie county, purchased and improved by him stand in the name of his wife?

4. Has he given any reason why his other lands in Kansas stands in his wife's name?

5. Has he shown any cause why he, while he received from five to six thousand dollars a year for the term of years he was the United States Collector for this District, never paid one dollar either on the school money, for which judgment stands against his insolvent sureties in Orleans county, New York, nor paid or offered to pay one cent on the property he and his partners appropriated as commission merchants in New York, before he came to Kansas?

6. If not, will they say that such a man is honest?

7. If not, will they say that he ought to be elected Governor?

8. If not, will they try, by renominating him to condemn the thousands of Republicans who refused to vote for him on a Presidential year by his renomination?

9. If they cannot answer the above questions let them at least give some reason for throwing away the doubtful Republican Districts and votes which will be lost by his renomination?

10. If the Republican party owes him any debt that requires such sacrifices tell us what it is, and why it is?

11. Have they no honest man above reproach for the place?

12. Are they compelled to flaunt in the face of honest and conscientious Republicans the name of a man who is believed by them to be dishonest and corrupt at the head of their ticket and if so, why is it?

13. It is no answer to this, to say that while Governor he has done no bad act; they can say the same thing of all other Governors of Kansas and for the plain reason that the laws of Kansas do not place it in the power of a Governor to do any mischief.

14. It is no answer to say he has been a good Governor. All our Governors have been that and none of them could have been otherwise.

### MR. BAKER SHOULD EXPLAIN HIS POSITION.

Before Mr. Baker can consistently be presented to the convention at Manhattan as the choice of the people of this county, he must make known his position upon the question of finance. That is *the* vital question before the American people. Who knows what Mr. Baker's views are upon the issues which to-day are moulded into principles, and these are principles of the Republican party? The labor question is fast reaching a point when it will become a principle in the Republican party. How does Mr. Baker stand on this question? All these things must be known before his presentation to that Republican Convention, else it will become a burlesque, and Leavenworth will be laughed at for presenting a man as their choice who has no views or does not know what he does think. He never has expressed an opinion upon any of these questions as yet.

### WE ARE FOR HIM.

Milt Reynolds, of the Parsons *Sun*, is agitated to a high state of mind over the failure of Daniel R. Anthony to rise and explain who he is supporting for Governor. We can't say our feelings are worked up to a very high tension on the subject, but to tell you the honest truth, Colonel, we, like Milt, would like to know how you stand on this important question. You have been very courteous in making favorable mention of every candidate that has been brought out except your cousin, Geo. T., but have neglected all along to state which of them you favored the most, or which, if either, was your choice. If your candidate has not been brought to the front yet, time is precious and the convention is not far distant, and if you expect him to win you cannot very well afford to hold him in reserve any longer. You have done us the kindness to copy our editorial on the claims of Col. St. John, and in referring to it in an editorial of your own paid that gentleman a nice compliment. We believe you are friendly to Col. St. John, but what we want to know is, can you lay off your coat and go in and beg for him a little? Now, Colonel, if you want to relieve the much distressed mind of Milt Reynolds, rise and speak, and we will all know then where to locate you and what to depend upon Come, Colonel.—*Gothe Progress.*

As concerns the Gubernatorial question to which the *Progress* refers, we are of the opinion that a careful reader of THE TIMES might infer, at least, that we are not in favor of the re-election of the present incumbent; and in regard to his opponent—Col. Martin, Col. St. John, Col. Snoddy and Judge Kelso or any other *honest* man—we are for him, and when nominated will give him a hearty support.

### FAVORALY SPOKEN OF.

The Kinsley *Leader* says that Col. D. R. Anthony is favorably spoken of as a candidate for Congress from the First District. Col. Anthony is a very strong man and would make an able representative, but the First District should act wisely and place their best men where they will do the most good. Keep Col. Phillips in Congress and Col. Anthony in the TIMES office.—*Linn County Clarion*, 2.

The foregoing paragraph expresses our sentiments upon the Congressional question exactly. The good old adage of "every man to his trade" applies in this case. Col. Phillips has demonstrated by five years of honest and industrious service that he is able to do more good for his district and State than *any* new man that could be chosen in his place, and we are convinced that the public will not regard it as an exaggeration of the truth if we say that the other gentleman referred to has demonstrated his ability to conduct the leading newspaper in Kansas with very gratifying success.

### NOT JUDGE MAYO.

A body was found in the Mississippi river opposite St. Louis last Tuesday and was reported by the papers next morning to be that of Judge Mayo. It was however identified next day as the body of a St. Louis man who disappeared about the last of April. The *Republican* says:

Yesterday afternoon a Mr. Edwards visited the morgue and viewed the body of the stranger who was taken from the river at the foot of Lafayette street last Tuesday and in whose case so much interest centres. As has been stated, there were those who believed the man to be Judge Mayo, but Mr. Edwards almost at first sight, declared the corpse to be that of Geo. A. Maguire, who disappeared so suddenly on the night of april 28, after making some remarks which, as afterward interpreted, pointed to suicide.

The coroner was at once notified of the recognition, and, to make sure, he at once sent up for Mr. John Maguire, the aged father of the missing man. The old gentleman came down, went to the morgue, and, at a glance, recognized his son. He could tell, not only by his clothing, but by the outlines of the face, the individual features and one or two marks. To leave no doubt, he gave a description of all the keys which were on a ring that his son carried, and the ring being as he described. The old gentleman was completely overcome by the dread discovery, in spite of the fact that he had suspected this very fate ever since his son disappeared. The scene was certainly a very sad one. An order was at once sent to Smithers' undertaking establishment for the proper casing of the body, and it will be taken to day to the family residence, No. 2814 Bellefontaine road.

### THE WHOLE STORY.

If they imagine that they are going to come in ahead of the Greenback nominee for Congress by simply walking over the course, they will find themselves to be badly mistaken. Our word for it, P. P. Elder will develop a strength that will surprise his friends, and it behooves the Republicans to select a candidate who can enlist the hearty and entire support of all portions of the district. Mr. Haskell's course has unfortunately been such as to alienate from himself many important localities, some of which, particularly Anderson Miami & Franklin Co's.—are bitterly antagonistic. Indeed, so decided is this opposition that we hear many good Republicans declaring that they shall "bolt" if he receives the nomination. It is therefore a measure of extreme impotence that a candidate be named around whom the party in its entirety can concentrate, and we look forward to the coming convention with no small concern.—*Ottawa Republican.*

That lets the cat out of the bag completely. The *Republican* is George T.'s champion in Ottawa, and its language quoted above shows the truth of the charge that there had been a scheme fixed up to carry the county for George T. by slaughtering Haskell. It shows that his friends are willing to sacrifice everybody else on the ticket in order to force the nomination of George T. for Governor. For this purpose they are willing to "bolt" the nomination of other candidates and throw their strength for the opposition. How do the friends of Haskell like it?

### RESIGNED.

We find in the Painesville, Ohio, *Telegraph*, the following notice of the resignation of Mr. S. F. Pierson so long and favorably known to all the railroad public as General ticket agent of the Cleveland, Columbus Cincinnati & Indianapolis road. He is one of the best railroad men in the country, and the company made a mistake in letting him go. The *Telegraph* says:

Mr. S. F. Pierson, General Ticket Agent of the C. C. C. & I. railroad, has recently resigned his position, and has been succeeded by his assistant, H. J. Smith. Mr. Pierson has been connected with the road from its earliest days, dating back nearly twenty years, when the length of its track was but little more than a hundred miles. He has been a prominent and efficient business officer, and his courteous bearing has gained for him a high esteem from all connected with the road and its patrons. However candid his successor may be his established reputation and business energy cannot fail to make Mr. Pierson's resignation a serious loss to the road.

We are not fully advised of the reason of Mr. P's resignation, but it is understood that in severing his connection he retains the full confidence and esteem of the President of the road and its employes. We copy the following from the *Railroad Age* of July 25:

The resignation of S. F. Pierson as general ticket agent of the Cleveland, Columbus, Cincinnati & Indianapolis road. Mr. Pierson has been in the service of this company for nineteen years, and has held his present position since January 1st, 1865, ranking as one of the oldest and most successful ticket and passenger officers in the country. His standing in the profession is indicated by the fact that he was elected president of the general ticket and passenger agents' association at its last annual meeting

### VALUE OF FOREIGN COINS.

The following circular, issued by the Treasury Department, relative to the value of Mexican and trade dollars, explains why these coins, which contain more siver than the legal tender dollar, are at a discount, and contains other interesting information in regard to the value of silver bullion:

TREASURY DEPARTMENT,
WASHINGTON, D. C., July 25, 1878.

In consequence of the number of inquiries received, relative to the value of the Mexican silver dollar, and the terms on which it is received at the Mints, the following information is furnished:

Section 3584, Revised Statutes United States, declares that "No foreign gold or silver coins shall be a legal tender in the payment of debts."

The Mexican dollar, therefore, has only a value as bullion, which depends upon the price of silver; at the present price of silver bullion it is worth about 93.8 cents, in gold per piece. Its circulation as money in the United States is optional, and at whatever value may be agreed upon.

The United States trade dollar also is not a legal tender, and, therefore, has only a bullion value.

The standard silver dollar being a legal tender for all debts, public and private, is received at par at all Government offices in payment of dues, differing in this respect from the Mexican and trade dollars which are not received.

Mexican dollars, as well as all other silver coins and United States trade-dollars, are purchased at the mints at Philadelphia, San Francisco and Carson, and the Assay office at New York, at the equivalent of the London rate for silver bullion on the day of purchase less one-half cent per ounce of fine silver contained.

All silver coins so purchased are melted and assayed, and the seller paid for the fine silver contained in standard silver dollars.

All parties desiring to sell foreign silver coins or trade-dollars to the Government on the above terms, will send them at their own expense to the Superintendent of the Mint at Philadelphia, San Francisco or Carson, or to the Assay Office at New York. Express charges on the silver dollars sent in return also to be paid by the seller. All correspondence relative to silver coins so sent to be addressed to the Superintendent of the Mint or Assay Office to which they are forwarded.

### STRANGER TOWNSHIP.

**The Republicans of that Township Instruct their Delegates to Support Col. Phillips for Congress, but to Vote against George T. for Governor.**

EDITOR TIMES:—At a meeting of the Republican voters of Stranger township, for the purpose of electing delegates to the District Convention, E. C. Hallenbeck was chosen chairman, and S. Stanton, secretary. The Chairman explained the object of the meeting, whereupon, Mr. E. E. Hallenbeck and Mr. F. Gress were elected delegates and Mr. George Townson and Mr. J. Carter alternates.

On motion the delegates and alternates were called upon to give their views as to the propriety of the renomination of Geo. T. Anthony and Col. Phillips. Mr. Gress stated, unreservedly, that he was in favor of the renomination of Col. Phillips, and more emphatically that he was opposed to George T. Anthony. Mr. E. E. Hallenbeck, in a brief speech, gave cogent reasons why Col. Phillips should be renominated, giving a brief sketch of his labors in Congress. He also gave, what the convention considered good and sufficient reasons, why G. T. Anthony should be retired to the shades of private life.

Among other things the Governor's entire want of sympathy with the laboring classes.

Mr. H. said that the man who would stigmatize the laborers as an ox, or one whose sensibilities were blunted and warped by labor, and then ask the support of laborers, was a fool, or else woefully misjudged the idea of self-respect entertained by the laboring man.

The alternates also followed after the same strain, after which a number of individuals spoke, all echoing the same sentiments.

On motion of S. P. Hass, it was resolved that the delegates to the District Convention be instructed to vote for no delegates to the Congressional Convention, who would not pledge themselves to use their utmost endeavor to secure the renomination of Col. Phillips.

On motion of Mr. William Maginnis, it was unanimously resolved that they be instructed to vote for no delegate to the State Convention who would not vote against the renomination of Governor Anthony, "first, last, and all the time."

On motion the convention then adjourned.

S. STANTON,
Secretary.

TRY it; keep trying it, and try it again. We say this because we believe that the health, happiness and prosperity of the people depend upon the proper use of these medicines which have proved so successful in eradicating disease and defeating death. The medicine so effective in its cure of diseases is the great Southern remedy, Simmons' Liver Regulator. Try it; we believe that the first trial will be satisfaction.

## THE HUGHES & LESTER CASE.

### Copied From the Records of the District Court of Leavenworth County.

The records of the District Court of the County of Leavenworth, Kansas, in the case of Hughes & Lester, against George T. Anthony, of the firm of Hill, Anthony & Co.:

COPY OF THE OFFICIAL RECORDS.

THE STATE OF KANSAS, } ss.
LEAVENWORTH COUNTY,

In the District Court:

Arthur Hughes, Samuel F. Lester and John M. Hughes, partners by the name of Hughes & Lester, plaintiffs,
Against
Robert L. Hill, George T. Anthony and Isaac W. Swan, late partners by the name of Hill, Anthony & Co., Defendants.

PETITION.

No. 1. The said plaintiffs make complaint against said defendants, Robert L. Hill, George T. Anthony and Isaac Swan, late partners under the firm name of Hill, Anthony & Co., and say that at and during the time of the termination, hereinafter mentioned, the plaintiffs were partners in business in Cleveland, in the State of Ohio, and the defendants were partners in the business of selling property on commission in the city of New York. That said defendants, in order to induce said defendants, at New York City, aforesaid, certain property of plaintiffs, hereinafter mentioned, and to interest said defendants therewith and to put the same into their hands, and to sell the same for plaintiffs, and to account for and pay to the plaintiffs the proceeds thereof, after deducting their proper commission or compensation for services in the matter, stated and represented to said plaintiffs, to-wit: In the year 1861, that they, the defendants, were, at the time of making such statements and representations, a wealthy firm, and perfectly responsible; that they had put sixty thousand dollars into their business, and then had a cash capital of sixty thousand dollars in their business; that they then had an ample cash capital for all the purposes of their business, were entirely and abundantly responsible and free from debt, and, speaking of their business in the then preceeding year, in the city of New York, they said that they were not in the catalogue of that year's failures and suspensions; that they were not among the merchants who had made advances that year, and had advanced on wheat, flour and grain, and had accepted and suffered large losses in their business, and were among the merchants who had over-advanced during the last year, and had reclamations to a large amount which were wholly or mostly worthless for such over-allowances, and has lost largely in that way; that instead of having been thus far successful and fortunate in their business, as above stated, they had been unsuccessful and unfortunate, and had met with large and various losses; that the capital which they had put into their said business was not only unimpaired, but was wholly lost and gone; that they were not then responsible, or good for or able to carry through, all that they should undertake, but were irresponsible and worthless, and utterly unable to carry through their undertakings, either with the plaintiffs or with others; that they were not sound or right, nor in a condition which made it safe for the plaintiffs to entrust their property or interests to them or in their hands, and their actual condition was then such as not only to justify apprehensions in regard to the responsibility and safety of doing business with them, but was one of utter irresponsibility, and which made it entirely unsafe to do business with them, and was such as that, had the plaintiffs known what in fact it was, would have prevented their doing any business with the defendants, and especially the business above-mentioned.

And the plaintiffs say that said defendants at the time when they made the aforesaid statements and representations, well knew they were not true, and that they were entirely false, and that the actual truth of the facts in respect to the matters so stated and represented were such as the said plaintiffs above have alleged them to have been, and the said statements and representations were falsely made with the fraudulent intent of deceiving and misleading the plaintiffs, and inducing them to put their property in the defendants' hands as aforesaid, and defrauding them out of it, and which, by the false statements and representations aforesaid, the said defendants succeeded in accomplishing.

And the plaintiffs say that it was solely by means thereof that the plaintiffs were induced to and did entrust the defendants with their said property, as aforesaid, and that said defendants obtained the possession of the same, and the proceeds thereof, and that the same became lost to the plaintiffs as aforesaid. The plaintiffs aver and claim that by means of these promises the defendents have defrauded the plaintiffs out of the same, and that there is due to the plaintiffs from the defendants by reason of the promises the sum of eight thousand dollars, with interest from November 1, 1861, at the rates of seven per cent. per annum, that being the rate of interest established by law in the State of New York, in which State said liability was incurred and was payable. And the plaintiffs say that when the cause of action aforesaid accrued against the defendants, the defendants were non-residents of this State, and that they remained out of this State, and were non-residents thereon until within less than two years previous to the time of the commencement of this action.

No. 2. The said plaintiffs further say that heretofore, to-wit; in the year 1861, at the request of the defendants, who were commission merchants in the city of New York, in the State of New York, at the request of the defendants, they, the plaintiffs, put into the hands of the defendants and entrusted the defendants with a large amount of personal property, to-wit: flour, butter and highwines, the property of the plaintiffs, and returning and paying over to the plaintiffs the proceeds of such sale, after deducting their proper commissions or compensating for their services in and about the matter, and upon the agreement of the defendants that they would so sell, return and pay over; that they did sell such property, and that the proceeds thereof, over and above all deductions for commissions and compensating for selling the same, and which the plaintiffs were entitled to, and the defendants were bound to pay to them as aforesaid, were eight thousand dollars, which and every part whereof, the defendants wholly omitted and failed to pay over to the plaintiffs, and which the defendants converted and appropriated to their own use, and the plaintiffs say that since the defendants received the same they have repeatedly, at sundry times, demanded payment of the same from the defendants, but they have not paid the same or any part thereof to the plaintiffs, but have wholly omitted and failed, and still omit and fail, so to do, and have converted and appropriated, and still convert and appropriate the same to their own use.

And the plaintiffs say that by reason of the promises there is due to the plaintiffs from the defendants the sum of eight thousand dollars, with interest from November 1st, 1861, at the rate of seven per centum, per annum, that being the rate of interest established by law in the State of New York, in which State the liability aforesaid was incurred, and was payable.

And the plaintiffs say that when said cause of action accrued against the defendants, they were non-residents of this State, and were out of the State, and they remained out of the State, and non-residents thereof, until within less than two years previous to the time of the commencement of this action.

Whereof, the plaintiffs pray for judgment against the defendants for the sum of $8,000 with the interest thereon, from November 1st, 1861, at the rate of seven per cent. per annum.

H. GRISWOLD,
Attorney for Plaintiffs.

Arthur Hughes, et al., partners, etc., against Robert L. Hill, et al., partners, etc:

Issue summons returnable according to law, amount claimed, eight thousand dollars with interest from November 1st, 1861, at the rate of seven per cent. per annum, being proceeds of property sold by defendants for plaintiffs, the possession of which was obtained by defendants by fraud, and the proceeds appropriated to their own use.

H. GRISWOLD,
Attorney for Plaintiffs.

UNITED STATES OF AMERICA:
STATE OF KANSAS, } ss.
FIRST DISTRICT,
Leavenworth County,

The State of Kansas to the Sheriff of Leavenworth County, in said State—Greeting:

You are hereby commanded to notify Robt. L. Hill, George T. Anthony, and Isaac W. Swan, late partners by the name of Hill, Anthony & Co., that they have been sued by Arthur Hughes, Samuel F. Lester and John M. Hughes, partners by the name of Hughes & Lester, in the District Court, sitting in and for said county of Leavenworth, and that unless they answer by the 7th day of October, A. D 1866, the petition of said Hughes & Lester against them, filed in the Clerk's office of said court, and judgement rendered accordingly.

You will make due returns of this summons on the 17th day of September, A. D., 1866.

Witness my hand, and the seal of said court, affixed at my office, in the city of Leavenworth, this 7th day of September, A. D., 1876.

HENRY CAREY,
Clerk.

By CHAS. CURRIER, Deputy Clerk.
[SEAL]

Suit brought for the recovery of money; amount claimed eight thousand dollars, with interest from the first day of November, 1861, at the rate of seven per cent. per annum, being for proceeds of property sold by defendants for plaintiffs, the possession of which was obtained by defendants by fraud, and the proceeds appropriated to their own use.

H. GRISWOLD,
Attorney for Plaintiffs.

Received this summons September 9, A. D., 1866, at 10 o'clock A. M., and served the summons on the within-named George T. Anthony, by delivering to him, personally, a true copy thereof, September 14, A. D., 1866, the other within-named defendants I am unable to find in my county upon whom to make the service.

JOHN M'KEE,
Sheriff.

By GEO. DESANO, Deputy.

STATE OF KANSAS, } ss.
LEAVENWORTH COUNTY,

In the District Court, sitting in and for the County of Leavenworth.

ANSWER OF GEORGE T. ANTHONY, FILED OCTOBER 31, 1867.

Hughes & Lester vs. Hill, Anthony & Co.:

And now comes the said defendant, George T. Anthony, and for his separate answer to the petition of the plaintiffs herein filed, denies each and every allegation in said petition contained, and each and every part thereof.

And for further answer to the said petition the said defendant says the said supposed cause of action arose beyond the limits of this State, to-wit: In the State of New York, and more than three years before the commencement of this suit, and that this defendant has been an active *bona fide* resident of the State of Kansas, for more than three years, last past. and said defendant further alleges that said supposed cause of action arose beyond the limits of this State, to-wit: In the State of New York, and more than three years before the commencement of this action, and that during all of said time said defendant has been a *bona fide* actual resident of the State of Kansas, whereupon said defendant prays judgment for his costs.

THOS. P. FENLON,
Attorney for Defendant.

STATE OF KANSAS, } ss.
LEAVENWORTH COUNTY.

In the District Court.
Arthur Hughes et al. vs. Hill, Armstrong & Co. Reply.

The plaintiffs, in reply to the answer of defendant, George T. Anthony, filed herein, say said Anthony had not been, for the period of three years, previous to the time of the commencement of this action, a resident of the State of Kansas. The plaintiffs also say that at the time of the commencement of this action the said George T. Anthony had not been for the period of three years a resident of the State of Kansas. The plaintiffs further say that during all the time, from the time when the cause of action in the petition stated accrued, until the first day of October, 1865, the said George T. Anthony was a resident of the State of New York.

H. GRISWOLD,
Attorney for Plaintiffs.

STATE OF KANSAS, } ss.
LEAVENWORTH, COUNTY.

In the District Court for the First Judicial District.
Arthur Hughes, Samuel F. Lester and John N. Hughes, against Robert L. Hill, George T. Anthony and Isaac W. Swan.

It is hereby stipulated between the attorney for the plaintiff and the attorney for the defendant, George T. Anthony, that the defendant, Anthony, will, and he hereby does, withdraw his answer and defense in the action, except as to statute of limitation, and as to that, that upon the trial the parties will admit; that the cause of action upon which said action was brought, arose in the State of New York, on November 1, 1861. That this action was commenced on September 17, 1867. That said Anthony came into, and first commenced residing in the State of Kansas, in the latter part of October, 1865, and less than two years before this action was commenced and thereupon submit to the Court the single question whether the action was barred by the statutes of limitation. If the Court decides that it is not, then the plaintiffs to recover judgment for the amount claimed in their petition.

H. GRISWOLD,
Attorney for Plaintiffs.

THOS. P. FENLEN,
Attorney for Geo. T. Anthony.

HALLIDAY'S DEPOSITION.

Deposition of Isaac N. Halliday, a witness, produced, sworn and examined the 13th, day of May, in the year 1868, at my office, No. 41 Park Row, New York, in the State of New York, under a virtue of a commission issued out of the District Court of the First Judicial District of the State of Kansas, sitting in and for Leavenworth county, in a certain action therein pending, and at issue between Arthur Hughes, Samuel F. Lester and John M. Hughes, partners by the name of Hughes & Lester, plaintiffs, and Robt. L. Hill, and George T. Anthony, and Isaac W. Swan, partners, by the name of Hill, Anthony & Co., defendants. Isaac N. Halliday being by me, duly and publicly sworn, to testify to the truth, the whole truth and nothing but the truth, pursuant to the directions and instructions accompanying said commission, and deposes and says as follows. In an answer to the first interrogatory, He saith:

A.—I now reside in the city of, and State of New York, my age is forty-three years, my present business is the commission business, I am a commission merchant.

In answer to the second interrogatory the said witness says: In the year 1861, I resided in the said city of New York; in that year I was a clerk in a commission house, before I went into the employment of Hill, Anthony & Co., I was in their employ as clerk and traveling agent from about April 1st, to November 1st. The remainder of the year I was in no business.

In answer to the third interrogatory, witness says: I went into the employment of Hill, Anthony & Co., about the first of April, 1861, as near as I can now state the time, and continued therein about seven months—that is to say about the first of November, 1861.

In answer to the fourth interrogatory, the witness says: I do know who comprised the partnership or firm of Hill, Anthony & Co.—Robert Hill, George T. Anthony and Isaac W. Swan composed it; said firm did business in the city of New York, in the State of New York; their business was a general commission business; their business was the receiving and selling of property on commission.

In answer to the fifth interrogatory, the witness says: While I was in the employ of the said firm, I was sent abroad from New York City, in their business; I was so sent some time in April, 1861, as near as I can now state the time. I was sent west to Ohio and elsewhere west; I was sent to solicit business for that firm, to solicit and procure such business as I could to consign property to that firm, to be sold on commission. I was sent by Robert L. Hill and George T. Anthony, in behalf of the firm. I started from New York City under their immediate direction, but I stopped at Medina, in Orleans county, in the State of New York, where the other partner, Mr. Swan, resided, and saw and consulted him. We talked about and he understood the business I was sent out to do for the firm. He approved of it, but gave me no particular directions. I was instructed to get business for Hill, Anthony & Co., wherever I could. I was instructed what to say to the people that I should solicit to do business with them. Mr. Robert L. Hill and Mr. George T. Anthony instructed me what I should represent to the people. They instructed me to say that Hill Anthony & Co., had abundant means for all the purposes of their busines, that their capital was ample. That they were entirely and abundantly responsible and able to carry through all that they should undertake; that they were free from debt; that property entrusted to their hands would be entirely safe; that they were prepared to make slight advances at a fair valuation in such shipments as I might secure; to accept drafts drawn against such shipments, without the same would be duly paid at maturity; that they were perfectly responsible and good for all they should undertake; they were all sound and right every way, and everything entrusted to them would be perfectly safe; that the interest of those who should do business with them would be entirely safe in their hands. These instructions were given to me by Mr. Hill and Anthony both. They were generally both present when they were given, and what was said by one was always concurred in and assented to by the other. Mr. Anthony, however, did the most of the talking in giving me the instructions.

In answer to the sixth interrogatory, witness says: I did in the year 1861, know the firm of Hughes & Lester, of Cleveland, in Ohio, Anther Hughes, Samuel F. Lester and John M. Hughes composed said firm.

In answer to the seventh interrogatory, witness says: After I received the instructions mentioned in my answer to the fifth interrogatory, I went west to get business for Hill, Anthony & Co. I went to Cleveland, Ohio, and called on Messrs. Hughes & Lester, at their office there, and solicited business for Hill, Anthony & Co., from them. I saw but Anthur Hughes and Mr. Mr. Lester, and solicited them to make consignments of property to Hill, Anthony & Co., to be sold on commission. I told them that I was employed by Hill, Anthony & Co., to solicit consignments; that from the representations made to me, by Hill, Anthony & Co., I believed that they were responsible, to and a safe house to consign property to, I reported those representations to Messrs. Hughes & Lester, to Arthur Hughes and Samuel F. Lester; I repeated and stated to them the things which Mr. Hill and Mr. Anthony instructed me to say, as I have stated them in my answer to the fifth interrogatory. I stated to them just what Mr. Hill and Mr. Anthony had stated to me. I called at Hughes & Lester's again, at their office in Cleveland, in August; I think it was in the same year, 1861, on my second trip west; I made the same statements to them, then, that I had made before; my instructions from Hill, Anthony & Co., remained the same as they were before. At the time when I first called on Hughes & Lester, they, I mean Arthur Huges and Mr. Lester, I did not see. John N. Hughes, after I had made my statements, said that they were satisfied with what I had told them about Hill, Anthony & Co., and that they would commense shipping their property to them.

At the time when I made my second call on them, they said that they had been doing business with Hill, Anthony & Co., since I called on them the first time. and that the business had been done satisfactorily.

In answer to the eighth interrogatory, the witness says: Immediately after my first interview with said members of said firm of Hughes & Lester, said firm did commence doing business with Hill, Anthony & Co. They so commenced, as near as I can state the time, in the latter part of April, 1861, and they continued to do business with Hill, Anthony & Co., until about the last of October, 1861, when Hill, Anthony & Co. failed. The business which Hughes & Lester did was the consignment and delivery of property to Hill, Anthony & Co., by Hughes & Lester, to be sold for them by Hill, Anthony & Co., on commission.

In answer to the ninth interrogatory, the witness says: The firm of Hill, Anthony & Co., failed about the first day of November, 1861—the latter part of October or first of November.

In answer to the tenth interrogatory, the witness says: Some members of the firm of Hill, Anthony & Co., and say something to me as to what caused the failure of said firm. Mr. Robert L. Hill and Mr. George T. Anthony said the same. Mr. Anthony stated to me that Hill, Anthony & Co., were bankrupt in the fall of 1860, and ought not have continued business after that fall. Mr. Hill made the same remark to me. This was soon after they stopped payment. Mr. Hill said they were effected by losses which took place in the fall of 1860—losses from over-advances on wheat in the fall of 1860, which had absorbed all their capital and more too, for which they had nothing to show but reclamation from those for whom they had made the advances.

He also said that the Orleans County Bank had been renewing the paper given for the advances, but had at last refused to renew any longer, and that was the immediate cause of their stoppage. He said that the bank had been carrying their paper along since the fall of 1860, and when the bank refused to do that any longer they had to stop. These statements were made to me within a day or two after Hill, Anthony & Co., stopped business and before their dissolution. Mr. Anthony was present when Mr. Hill made these statements and assented to them. At the time of the statements, Hill and Anthony were at the office of Hill, Anthony & Co., attending to the business of the firm as usual. I heard Mr. Anthony make the remark soon after the stoppage, that Hill, Anthony & Co's epitaph should be written: "Died in 1860; buried in 1861." I have heard him make that remark repeatedly.

To the eleventh interrogatory, the witness says: The day before Hill, Anthony & Co. stopped payment, Mr. Robert L. Hill and Mr. George T. Anthony informed me that they intended to stop payment the next day; they said it was in consequence of heavy losses in 1860, from over-advances on wheat, and which disabled them from continuing business any longer.

To the twelfth interrogatory, the witness says: In the course of the conversation mentioned in my answer to the 11th interrogatory, the day before Hill, Anthony & Co. stopped payment, I asked Mr. Hill and Mr. Anthony what Hill, Anthony & Co. had done with the proceeds of the sale made by them of property which had been consigned so them by Hughes & Lester. Mr. Anthony assured me that he did not feel that they were bound to make any statement in respect to that. I do not remember that Mr. Hill made any answer, unless something to that effect.

To the thirteenth interrogatory, the witness says: The firm of Hill, Anthony & Co., was not dissolved at the time of the making of the statement of any or either of the members of said firm of Hill, Anthony & Co. as I stated in my answers to the eleventh and twelfth interrogations. Those statements were made by the person or persons at the time or times mentioned in those answered.

To the fourteenth interrogatory, the witness says: At the time of each conversation or interview between me, and Hill, Anthony & Co., or either of them mentioned in my answer to the tenth, eleventh and twelith interrogatories Hill and Anthony were attending to the business of the firm at its place of business in New York City; Mr. Swan, the other member, was at home in Medina, as I suppose; but I do not know what he was doing. Hill and Anthony continued so attending to the business of the firm after said conversation and interviews, as near as I can state, about two or three weeks, and perhaps longer; they were still there attending to the affairs of the firm when my connections with them ceased.

To the fifteenth interrogatory the witness says: I was sufficiently acquainted with the business and affairs of Hill, Anthony & Co., while I was in their employment, to be able to tell and judge of the amount of their losses in business during that time; the whole amount was not more than two thousand dollars. I think something less than two thousand dollars. The principal loss was one of from ten to twelve hundred dollars, upon an invoice of butter, sold to the house of McComlie & Cross, another was a loss of some flour, sold to a man named Spencer, whose christian name I do not recollect.

The amount of that loss was between three and six hundred dollars. I did know the exact amount of, but do not remember it. There were some other small accounts which at the time when I left Hill, Anthony & Co., had not been collected, and which, in the aggregate, were less than the first two I have mentioned. I do not remember whom they were against, nor the amount of either of them. Calling them losses, the aggregate of their losses did not exceed two thousand dollars. I cannot state the amount or give the items any nearer than I have done in the above statement.

In the sixteenth interrogatory the witness says: Either Robert L. Hill or Geo. T. Anthony, I think Anthony, did give me a statement of their losses in business, sustained while I was in their employment. He gave me such a statement in the city of New York, about the middle of November, 1861, as near as I now remember the time. Such statement was in writing. I cannot annex the writing or a copy of it to my answers to the interrogatories, for the reason that I have entirely lost said writing and cannot find it, and have no copy. I have been unable to find it for the last five years or more, I have at different times, during the the period, looked for it, in every place I could think where it could be. without being able to find it. I am sure it is lost or destroyed, I cannot state the contents of that writing, any more definitely than this, that it states the causes to be the same as I have stated them in my answer to the fifteenth interrogatory, and showed the aggregate to be not over ten thousand dollars. I cannot state the amount of any particular loss, or by whom or how sustained, or the amount of the uncollected accounts, or against whom they are, or any of them were, as stated in that writing any more definitely than I have stated the same in my answer to the fifteenth interrogatory.

In answer to the seventeenth interrogatory, the witness says:

"In stating the amount of the losses of Hill, Anthony & Co., in my answer to the fifteenth interrogatory, I did so both from own knowledge derived from my acquaintance with the business and affairs of Hill, Anthony & Co., and from the writing referred to in my answer to the sixteenth interrogatory. I knew all that the writing told me about those losses from my knowledge of the business independently of the writing.

In answer to the eighteenth interrogatory, the witness says:

"Just before I started to go West the first time on the business of Hill, Anthony & Co., I got a statement at the Commercial Agency of Dun, Boyd & Co., in New York city, stating that Hill, Anthony & Co. had a cash capital in their business of sixty thousand dollars. I took that statement to Mr. Anthony, and showed it to him and told him I thought that would be a good thing to solicit business. He took it and looked at it and handed it back to me without any remark. I showed that statement to Hughes & Lester. I supposed that statment to be true.

Hill, Anthony & Co. knew before I first went west on their business that I was acquainted with Hughes & Lester, and that I meant to see them and solicit business from them. Soon after Hill, Anthony & Co. failed. Anthony told me that they thought of stopping business in the spring of 1861, on account of the state of their affairs, and that they really ought to have done so; but that, on talking the matter over, they concluded to make an effort to extend their business and see if they could not in that way retrieve themselves. I think of nothing else in answer to the eighteenth interrogatory.

ISAAC N. HALLIDAY.

Subscribed and sworn to before me this 13th day of May, 1868.

JOHN VAN SANTWOOD,
Commissioner.

THURSDAY, 17th September, 1868.

Court met pursuant to adjournment, President Hon. David J. Brewer, Judge.

Anthur Hughes, Samuel F. Lester, and John M. Hughes vs. Robert L. Hill, George T. Anthony, and Isaac W. Swan, partners.

Now, on this day comes the plaintiffs, by H. Griswold, Esq., their attorney, and waving a jury, the said cause coming on this cause to the court, upon an agreed statement of facts, and the court having heard the evidence adduced in the premises, finds for the plaintiffs the sum of ten thousand five hundred and sixty dollars, (10,560.) It is therefore considered ordered and adjudged by the court here that the said plaintiffs have and recover of and from the said defendant, George T. Anthony, the sum of ten thousand five hundred and sixty dollars ($10,560,) so as aforesaid found due, as well as all cost in about this suit expended, and execution issue therefore, to which findings and judgment said defendant, Geo. T. Anthony, by his counsel accepts.

STATE OF KANSAS, } ss.
Leavenworth Co. }

The State of Kansas, to the Sheriff of Leavenworth County, in said State—Greeting:

Whereas, Arthur Hughes, Samuel F. Lester, and John M. Hughes, partners as Hughes & Lester, on the 17th day of September, A. D. 1872, obtained judgment in and before the District Court, of the First Judical District of the State of Kansas, sitting in Leavenworth County, against George T. Anthony in a certain action then pending in said court, wherein the parties first-above-named were plaintiffs, and Robert L. Hill, George T. Anthony, and Isaac W. Swan, partners by the name of Hill, Anthony & Co., were defendants, for the sum of ten thousand five hundred and sixty dollars ($10,560,00), together with interest thereon, at the rate of —per cent. per annum from the date of said judgment until paid, and also for costs in that behalf expended; which costs now amount to the sum of forty-two and 72-100.

These are, therefore, to command you that of the goods and chattels of the said George T. Anthony you cause to be made the debts, damages and cost aforesaid, and for want of goods and chattels you cause the same to be made out of the lands and tenements of the said George T. Anthony, and that you have this writ before the court aforesaid in sixty days from this date, in the city of Leavenworth and the State of Kansas aforesaid, and that you then and there certify how you have executed said writ.

Witness, Julius Haug, Clerk of said Court, with the seal thereof affixed at my office in the City of Leavenworth, this the 8th day of May, A. D. 1872.

JULIUS HAUG, Clerk.

By H. J. Dennis, Deputy Clerk.
[SEAL.]

I received this execution on the 8th day of May, A. D. 1872, at 4 o'clock P. M., of that day, and after due and diligent search in my County of Leavenworth, I am and have been unable to find in my County of Leavenworth, Kansas, any goods or chattels, lands or tenements, belonging to the within named defendant, George T. Anthony, on which to levy this execution or any part thereof.

THOMAS LEONARD,
Sheriff.

THE STATE OF KANSAS, }
First Judical District, } ss.
Leavenworth County, }

I, H. J. Dennis, Clerk of the District Court of the First Judicial District of the State of Kansas, sitting within and for the county aforesaid, do hereby certify the above and foregoing to be true, full, and complete copies of the petition, the summons, answer of Geo. T. Anthony, reply of plaintiff to answer of Geo. T. Anthony, stipulation of attorneys, &c. The answer of Isaac N. Halliday to his depositions; the journal entry of judment, and the execution issued on said judgment, all in full, except the endorsements on some of the aforesaid papers, in the therein entitled cause, as the same remains on file and of record in my office.

Witness