

This Respondent for answer to so much of the Complainants Bill as he is advised it is material for him to answer unto answering saith that he hath heard the answer of Samuel Shields his codefendant in this case read and he believes the facts stated in said answer to be true and adopts the same as a part of the answer of this Respondent to the complainants Bill; and further answering saith that he was not present at the ^{Holton Paper} Mill when the contract of Partnership was entered into between M.C. Rogers and David Shields, and can only speak of what took place between them from information. But on the next day that is on the ninth day of December 1836 the said M.C. Rogers came to Bright Hope Furnace in the County of Greene where this Respondent was, and where Andrew Smyth one of the other defendants was also. And the said M.C. Rogers then had with him and produced the article of Partnership entered into between himself and the D Shields & Co for the purpose of obtaining the Signature of the said Andrew Smith to said Article it having been executed by the said D Shields for D & M Shields and Co on the preceding day as this Respondent understood and the said M.C. Rogers stated to the said Andrew Smyth in the presence and hearing of this Respondent that his agreement with the complainants was that he had agreed to pay the complainants for the Short Mountain Furnace and lands and appurtenances the sum of four thousand six hundred dollars, and that he had further agreed to let the complainants have what Pig iron they could manufacture into bar iron at their Forge by their paying one Ton of bar Iron asserted, for every four ton of Pig Iron so furnished; and in case of failure on the part of said Complainants in paying for the amount of pig Iron by them received at the end of each Quarter that he would be released from the Contract; and from any further obligation on his part to furnish any more Pig Iron to the complainants. This Respondent distinctly understood at the time of said conversation between said M.C. Rogers and the said Andrew Smyth that the contract on his part to furnish the complainants with the Pig metal was not any part of the contract to be paid by him for the Furnace lands &c but that it was a separate and distinct contract. The Article between the complainants & the said Rogers was not then produced nor did this Respondent know its contents until long afterwards unless as then stated by the said Rogers. Nor did the said Rogers then say any thing about the lien or deed of Trust that William C Roadman had on said lands Furnace &c nor did he inform the said Smyth or this Respondent of the amount of Pig Iron he has to furnish the complainants with yearly- nor did he inform the said Smyth or this Respondent of this part of the contract by which he was to let the complainants have all the necessary casting for repairing and rebuilding Forges at this same rate nor for making the Pig Iron into Ball Blooms. The said M.C. Rogers also stated to the said Smyth and this Respondent that the Ore Banks at the Short Mountain to be inexhaustible to be very convenient, to be easily raised, and to make bar iron of superior quality, equal to the Swedish Iron. And this was the reason why the newly formed company gave the Furnace the name of Sweden instead of Short Mountain Furnace, the name by which it had been formerly known. In these statements of the said Rogers (sic) the said Smyth signed said Article of Partnership as this Respondent doth verily (sic) and confiding in the same statements this Respondent agreed to remove to Short Mountain Furnace for the purpose of making preparations to put said Furnace into Blast. In the month of February 1837 this Respondent went to Short Mountain Furnace and relying on the description given by the said M.C. Rogers of the Ore this Respondent did not examine the Ore Banks until the other improvements were made and the Furnace was nearly ready to be put into Blast, but a few days trial at one of said Ore Banks convinced this Respondent that the Ore was not what it had been represented by the said Rogers either as to quality or quantity, and it took greatly more labor to raise it than this Respond-

ent had reason to expect from the statements of the said M C Rogers Had this Respondent known the quality and quantity of the ore at said Banks before he did make the improvements & preparations which he did make, he never would have made them nor would he have put the Firm of Shields Smyth & Co to the expences which they necessarily incurred in making said Improvements- and so this Respondent expressed himself in a short in time after he commenced digging ore at said Ore Banks and this respondent informed M C Rogers that the quality of the ore would ruin that establishment and

and this Respondent is well satisfied that the said M C Rogers nor the newly formed company never could have fulfilled the engagement which it now appears the said Rogers made with the complainants This Respondent is informed and believes that the said M C Rogers was deceived and cheated in the first instance by the misrepresentations of the complainants as to the quality and quantity of the ore and other matters connected with the Short Mountain Furnace and the said Rogers certainly ~~was~~ deceived the respondent and the other members of the Firm of Shields Smyth & Co and if they had not been so deceived they never would have wasted their time and money on a fruitless attempt to make Iron at the Short Mountain Furnace This Respondent superintended the business at said Furnace until July or August 1838 and fully satisfied himself that the ore would not do as it was difficult to procure a Sufficient Quantity of it; and when procured it was of bad quality being mixed with rock, sulphur, Manganese, and other substances injurious to its being made into Iron At the time last mentioned a meeting of the partners took place for the purpose of having a dissolution of the business at which meeting Andrew Smyth one of the partners differed in opinion with this Respondent as to the ore, and it was agreed that another trial should be made by making another Blast at said Furnace and give the Ore a fair trial. At that meeting the said M C Rogers was present and directed that the complainants should have no more pig Iron from said Furnace until they paid for what they had then received. From the time last mentioned the said A Smyth superintended the business and said Furnace until he became fully satisfied that the ore was no account and on being worked produced very little Iron- When the meeting of the partners took place in July or August 1838 as already stated this Respondent heard David Shields ask M C Rogers if he had his article of agreement with the Complainants with him as he Shields stated he had never then seen said Article. The said Rogers then handed to said Shields a paper and the said Shields remarked that in that none but William K Love was bound. This Respondent did not then see said article nor hear it read nor does he know whether it was the same that is now exhibited with the complainants Bill This Respondent never had any information that the contract for Pig Iron made between the complainants and the said M C Rogers was a part consideration of the purchase of Short Mountain lands & Furnace until he received a copy of complainants Bill At the ... meeting of the partners aforesaid at said Furnace in July or August 1838 this Respondent fully understood that the said M C Rogers had fully and absolutely released the firm of Shields Smyth & Co from delivery any more pig Iron to the complainants by his forbidding any more to be delivered to them- And it was in this condition alone that the said Smyth was permitted by said Company to make another Blast at said Furnace to satisfy himself fully as to the quantity and quality of said ore a matter on which this respondent was well satisfied at that time. This Respondent doth not consider that the late firm of Shields Smyth & Co have acquired any title to the Short Mountain Furnace lands & c by or from the said M C Rogers. ~~Thuxhixk~~ He well knows the said company have derived no (sic) from it but on the contrary have sustained a

a loss thereby to the amount of several thousand Dollars. This Respondent considers himself and the other partners of the late Firm of D & M Shields and Co to have been greatly deceived and imposed upon and that the said M C Rogers in fact never put any capital into the Firm of Shields Smyth and Co and this Respondent is not disposed to interfere between the complainants and the said M C Rogers further than to resent any claim that the complainants may make on this Respondent or the other partners of late firm of Shields Smyth & Co if indeed they really intend to make any which this Respondent is well assured they have no grounds either legal or equitable on which to found any claim upon.

John Guthrie acknowledged this before John Napier? J.P., Jefferson County, Tenn., 16 April 1841