

The Separate answer of Milton Shields to the Bill of Complaint exhibit ed against him and others in the Court of Chancery at Sevier County in the state of Tennessee by William K Love, James G Love and Preston A Love complainants-

This Respondent answers to so much of the Complainants Bill as he is advised it is material for him to answer (sic) ansering saith that he hath read the answers of Samuel Shields and John Guthery made by them in this case and he believes the facts stated in said answers are true, and he adopts the same as part of the answer of this Respondent to Complainants Bill this Respondent further answering saith that this Respondent was not present when the contract of Partnership was entered into between Micajah C Rogers and the firm of D. & M. Shields & Co on the (sic) day of Decr 1836, that contract having been made by David Shields alone who was the person who transacted most of the business of of said Firm and who informed this Respondent of the fact thereby after it took place and also informed this Respondent that the said M C Rogers had put into said (sic) the Short Mountain Furnace purchased by him of Complainants at \$4665, the sum it had cost him. The said David Shields also informed this Respondent that the said Rogers had informed him that the only incumbrance on the Short Mountain Furnace and lands has a deed of trust held on the same by William C Roadman for seven hundred and fifty dollars due by the Complainants to the said Roadman which sum the said Rogers had agreed to settle and take off said incumbrance in case the complainants failed in so doing. that being done the said Rogers stated as the said David informed this Respondent, that a good and valid title could be made by him to the Firm of Shields Smyth & C to the Short Mountain Furnace & lands. In short the said David stated the contract between the said M C Rogers, and himself and the representations made to him by the said Rogers respecting the Quantity and Quality of the ore at the Short Mountain Furnace and the facility with which it could be procured were the same substantially as is set forth in the answer of the said Samuel Shields & John Guthery herein refered to. This Respondent knows nothing of the contract between the said Rogers and David Shields except by information of the said David and others and in giving this Respondent that information the said David informed this Respondent that in making said contract he relied solely on the statements and representations of the said M C Rogers in whom he had unbounded confidence; which information this Respondent believes to be true- After said Partnership was entered into, this Respondent consent this (sic) said Firm of Shields Smith & C should proceed to make a blast at said Furnace and for that purpose John Guthery one of said Firm went to said Furnace some time in the month of Feby 1837, and commenced work at said Establishment and some time after he got said Furnace in Blast he informed this Respondent that they been getting along badly on account of the bad quality of the ore, and he then stated that he believed it had a cheat put on the firm by said Rogers; further he stated to this Respondent, that relying on the statements of the said Rogers respecting said Ore that the Firm had expended a large amount of Capital in making operations for making a blast before any Ore was raised. Some time in the Summer of 1838, David Shields stated to this Respondent that the Iron concern of Shields Smyth & Co should be dissolved, that the said M.C. Rogers had deceived him as he had found out by his having misrepresented the Pig Iron contract entered into between the Complainants and himself, at the time the partnership had been entered into between the said Rogers and himself and also by representing the ore at the Short Mountain Furnace to be of good q quality, which the said David said he had found not to be so. And he further stated that he would go to the Sweden Furnace as it was then called and have a meeting of the partners of said concern and give back said Furnace lands &c to the said Micajah C Rogers as said Rogers had not complied with his contract with the firm to have the deed of trust to the said William C Roadman satisfied as he had engaged to do and because the said Rogers had not, and could not

make to said Firm a title to said lands, and for the deficiency in the Ore he said fell far short of what the said Rogers had represented it to be. The said David afterwards informed this Respondent that at a meeting of said Partners at said Furnace in the month of August 1838, that Andrew Smyth one of said Partners expressed an opinion that if he had the opportunity of trying the ore at said Furnace he could work it to advantage as he thought and that it was agreed upon by the partners who had met at said Furnace that the said Smyth should make a blast in order fairly to try and test the quality of said Ore, and after said trial the said Smyth informed this Respondent that said Ore is of bad quality except a very small portion of it, and that being mixed with the bad ore destroyed it. The said David Shields further informed this respondent that at said meeting of said Partners at said Furnace in August 1838 the said M C Rogers did release verbally the said Firm of Shields Smyth & Co from further fulfilling his contract with the complainants as to delivery of Pig Iron on account of the badness of said ore, and that the complainants as the said Rogers stated had failed to comply with their contract in paying up for what Pig metal they had then received. In the month of October 1840 the said M C Rogers made substantially the same statement to this Respondent as to his having released said Firm at said meeting from further fulfilling the said contract with the complainants, and for the same reasons as stated at said meeting of said Partners in August 1838. This Respondent was not at the meeting of said Partners in 1838, at said Furnace, and can only state what took place from the information he has recd from the partners who were then present. This Respondent herewith exhibits two letters in the proper hand writing of the said M C Rogers marked A & D and made part of this answer for the purpose showing that the articles of agreement between the Complainants and the said M C Rogers was not shown to the said David Shields or A Smyth at the time they entered into the partnership of Shields Smyth & C. The letters marked A addressed to David Shields and also the one marked B This Respondent found at Bright Hope Furnace in the County of Greene after the death of the said David. Whether he ever saw it or not this Respondent cannot state but he believes said letter was sent in the first (sic) to Bright Hope instead of sending it to Holston paper Mill where the said David resided. This Respondent further states that on the 22d day of march 1839 the said David Shields died, and in a few days after his death this Respondent together with the other surviving partners applied to council for aid in winding up and closing all the business that the said David had been concerned in partnership with this Respondent and others in different Firms. And for the purpose of having a final settlement of said partnership concerns. Accordingly a Bill was filed in the Court of Chancery at Greeneville, and by the advice of council, and the consent of all the surviving partners and all there interested as the personal Representatives of David Shields Deed his widow and the guardian of his sole heir (an Infant) a Decree was made for the sale of all the Real Estate in which the said David as Partner had an interest, which decree was in strict conformity to this, terms of said partnership as this Respondent has been advised. In the Fall of 1839 this Respondent counsel directed him to call in the said M C Rogers and to ascertain whether or not the Roadman Deed of Trust had been satisfied which he held on the Short Mountain Furnace, Lands & c. According Respt called on the said M C Rogers and was informed by him that said deed of

Trust had not been satisfied. Respondent then informed him that a Bill had been filed by the respondent and the other surviving partners of the firm of D^c M Shields & Co for the purpose of settling up all the partnership of said Firm and this respondent then handed to the said M C Rogers a copy of said Bill so filed. Respondent also then informed the said M C Rogers of the advice which he had recd from his counsel and under which he was acting respecting the settlement of said partnership concerns of Shields Smyth & c and other partnerships in which the said David had been a partner. And that if there were any liens on any of the real Estate that it could not be sold nor could the interest of the said M C Rogers & Andrew Smyth be sold as the Respondent informed him unless they gave their consent to have it done. Said M C Rogers directed this Respondent to proceed with the Bill, and have a decree made to sell said Furnace and Real Estate, and that he would have the Roadman deed of Trust satisfied. This Respondent then asked said Rogers if the Complainants had any lien on said Furnace and property that would prevent the purchaser from getting a good title to said property at the contemplated sale. He then stated that he held a clear title Bond on the Complainants binding them to make him a good and sufficient title to said property and that he would get them to make him a deed of conveyance for the same. And then he would convey it and (sic) it to the Firm of Shields Smyth & C so that there should be no incumbrance whatever that would prevent said Furnace Land &c from being sold and a good title made to the purchaser at said sale. This was the first information this Respondent ever received that the said M C Rogers had a title to said property and this Respondent believes that none of the surviving partners of the Firm of D^c M Shields and Co knew before that time that the said Rogers had no title to said Furnace lands &c. At the time last mentioned the said M C Rogers and Andrew Smyth executed an Instrument of writing in which they expressed their wishes that their Interest in the concerns of Shields Smyth and Co should be sold jointly with the interest of the other parties interested in said property and handed said Instrument to this Respondent to lay before the Chancellor to the end that a decree should be made for the sale of said property which was done at May term of said Court in the year 1840 as well as this Respondent recollects. After a decree had been made upon being informed of the true situation of the Short Mountain property, this Respondent and the other surviving partners of the Firm of D & M Shields & Co directed the Clerk & Master to stop said sale which was done accordially. This Respondent has no recollection of having ever seen the article of agreement of which Exhibit A to complainants Bill purports to be a copy, until he recd a copy of said Bill in October 1840. This Respondent further states that after the meeting of the partners before mentioned at said Furnace in August 1838 the said David Shields informed this Respondent that if he had seen the articles of agreement between the complainants and the said Rogers respecting the Pig metal at the time the partnership of Shields Smyth &c was entered into, that he would no more have signed said article of copartnership than he would his right hand to be burned off, but that he had signed said article from having confidence in the statement made to him by said Rogers respecting said Pig Metal engagement which information so received from the said David this Respondent believes to be true.

This respondent denies all fraud combination and confederacy to cheat or defraud the complainants with which he is falsely charged in complainants Bill and not wishing in to interfere in the controversy between the com-

plaintants and the said M C Rogers further than to (sic) any claim they pretend to set up against the late firm Smyth Shields and Co on the fact of said contracts this respon ent prays to be here dismissed with his costs in this behalf expended.

Acknowledged before John Napier, J.P., Jefferson County, Tenn., 16 April 1841, by Milton Shields.