

State of Tennessee, Sevier County)

Know all men by these presents that I M.C. Rogers of the county and State afore Said did Enter in to copartnership with Andrew Smyth and the firm of D. & M. Shields & Co all of the State of Tennessee for to carry on the Iron manufacturing business at Bright hope furnace in the county of Greene and at the Short Mountain Furnace which I had purchased from Wm K Love & Brothers in the county of Sevier now known by the name of Sweden furnace all of which is situated in the State of Tennessee written Articles of partnership for the above mentioned purposes was Entered in to on the 6th day of November A D 1836 and Signed by Sd. Smytg Sd firm of D. & M. Shields & Co & myself Sd. Articles provides for Said business to be conducted under the Style and firm of Shields Smyth & Co from a farther inspection of Said Articles it will appear that Said firm of Shields Smyth & Co were bound to fill a certain contract that I had previously made with W K Love & Brothers to furnishe them with pig mettle at Said Short mountain Furnace and to have in Exchange the bar Iron that I was to get of Sd Loves for the mettle Sd firm of Shields Smyth & Co did proceed in A.D. 1837 to furnishe Said Loves with pig mettle on sd. contract and did continue to do so untill the 14th day of June A D 1838 at which time I directed Said Smyth and Said firm of D. & M. Shields & Co who were the other members with me in the firm of Shields Smyth & Co to Stop furnishing Said Loves with pig mettle on Said contract as it had been discovered that I had been cheated in the quality of the Ore in the ore Banks belonging to Sd Sweden or Short Mountain furnace that I had purchased from Sd. Wm K Love & Brothers and from what Mr. John Guthrie who is among the first Iron Masters and one of the best Judges of Iron ore in the State of Tennessee Stated to me respecting the ore of Sd furnace Bank I considered my self free from the contract that I was under to furnishe Said Loves with pig mettle as Sd. Guthrie Stated to me that I had been cheated in the quality of Sd ore by Sd. firm of Wm K Love & Brothers and that the mettle could not be made out of said ore to fill Said contract. It will appear from an Injunction filed against me and others in the chancery court in Sd county Dated 12th day of September A D 1840 by Wm K Love & Brothers that the pig mettle to fill sd contract with Sd Loves was to be made at Said Sweden furnace and out of the ore of the Banks belonging to Sd. furnace finding as before mentioned that the ore would not made the pig mettle at said Sweden or Short Mountain Furnace to fill Said contract with said Loves with Sd. pig mettle and that I had ~~fixt~~ put Said Furnace and ore Banks in the business of Sd firm of Shields Smyth & Co as capital which Induced Said Smyth & D. & M. Shields & Co to Jointly agree with me to fill Said engagements of mettle with sd. Loves in consequence of sd ore proving to be of Such inferior quality I did release Sd. Smyth and D. & M. Shields & Co from all manner of obligations I held on them in Sd. Articles of partnership to fill Sd. pig mettle contract with Sd. Loves from and after the 14th day of June A D 1838- previous to Sd. Date I held them Jointly bound with me to full fill Sd Engagement but not after wards given from under my hand and Seal this day of

The within was written by Milton Shields at my house in Sevierville when I was confined to my room in Sept. or Oct. 1840 and offered to me for signature- but I declined. M.C. Rogers

Nov. 1- 1836. M.C. Rogers purchased of Wm K Love & Brothers their furnace Land &c in Sevier County for which he paid \$4665- & also further agreed to Furnish them with pig Iron not exceeding 500 Tons per year for 8 years for which they were to make payment Every Three months. As per articles of agt Title Bond for the furnace Land &c required them to make a fee simple Title within six months from the dates- They have failed in making the title in consequence of a Deed of Trust Executed previously by them to Secure a Debt to Wm C Roadman for \$700. & cost Interest & c. which claim yet remains unpaid in some short ~~xxx~~ time after this purchase M C Rogers D & M Shields & Co & A Smyth Entered into partnership in the furnace & by their ~~xxx~~ articles were bound to fill Rogers contract for mettal with Love & Brothers- They commence furnishing mettal shortly after the time stipulated & continued to supply them untill June 1838 when they called on Love & Brother s for settlement who never had paid them by a Small part of the consideration for the mettal & was on settlement wholly unable to pay the Balance for which balance they Recd a due bill- and stopt letting them have mettal- & brought suit on the due bill- Love & Brothers shortly brought a suit of Damages against M.C. Rogers on the bond for \$3000 Damages using the benefit of the paupers act-

Now in the first place they have failed to perfect the title to the Land Furnace & C & cannot do it untill the Deed of Trust is Lifted.

2nd. They have failed to make payment for the mettal at the End of Each 3 months.

3rd. They swore they are not worth a Dan & pray the benefit of the paupers act in order to Enable them to bring their damage suit.

We wish a bill filed setting forth The whole Transaction- & an Injunction to Stop the suit untill the ~~xxxxxx~~ titles are perfected & the mettal paid for & such other remedies as may be necessary.

Remember the articles of agt to supply them with mettal is in part consideration of the purchase & is recognised as such by its own Language & must be blended in The bill with the other considerations to be received of them for the mettal furnished & The \$4665 paid

See title Bond
" Arteles agt for mettal
" Note for Balance Due
" (sic) of mettal furnished

Use the (sic) of mettal furnished Instead of the Note- as the note was given for 8 or 10000 Iron less than it should have been.

Letter of David Shields

Debt due \$1100- increased on the 10th March 1838 to \$1491.35
Account contracted since with M.C. & S.C. Rodgers \$412.28

Exhibit C (Rogers' Supplemental Answer)

Statement exhibiting a consolidated view of the debets and credits of the different partners of the firm of Shields Smyth & Co both at Sweden & Bright hope Furnaces on the 16th day of August 1841

Andrew Smyth	Dr	\$12,133.14 $\frac{1}{2}$	
	Inst	1322x2x	
		1500.92	
		<u>13,634.06$\frac{1}{2}$</u>	

Prin Cr.	\$16,384.34		
Inst	<u>2614.74</u>	<u>19,009.08</u>	Due him \$5,375.01 $\frac{1}{2}$

M.C. Rogers	Prin Dr	\$6,674.60	3/4
	Inst	<u>1224.04</u>	
		7,898.64	3/4

Princ Cr.	12,565.25	3/4	
Inst	<u>2390.02</u>	<u>14,955.27</u>	3/4
			Due him 7,054.63

D. & M. Shields & Co	Princl Dr	\$10,224.04 $\frac{1}{4}$	
	Inst	<u>1465 94</u>	3/4
		11,689.99	

Dr. Princel	\$15,053.49		
Inst	<u>2,718.53</u>	<u>17,772.02</u>	due them \$6,082.03

Exhibit A.

Debts due by said firm as they have come to our Knowledge viz \$15,050.63

Exhibit B. debts due said firm considered good \$8,457.36

Exhibit C. ditte unsettled and supposed to have offsetts on them) 1,382.58

Exhibit D Debts doubtfull & Bad

9,469.76
\$19,309.70

M.C. Rogers claims a Credit of \$4665 paid by him for Sweden Furnace & lands which has not been credited to him in the foregoing exhibit to bear date 8th Decr 1836 and Interest on same to this day \$1311.36 I have placed Shields Smyth & Co in possession and will maintain that Possession at my own Individual Expense M.C. Rogers

Be it known that we protest against the above described claim of M.C. Rogers for Sweden Furnace and lands being entered to the credit of sd Rogers on the books of Shields Smyth & Co on account of said Rogers not having complied with his contract with us being partners of said firm Therefore do not admit said claim to the cr of sd Rogers on his account with Andrew Smyth one of the firm of Shields Smyth & Co M. Shields & Co surviving partners of D. & M. Shields & Co and M Shields & B.D. Brabson by M. Shields ditto, adm of D. Shields Deed.

The foregoing Exhibit the condition of the firm of Shields Smyth & Co as near as we are able to make it at this time 16th August 1841 M.C. Rogers And. Smyth M. Shields & Co surviving partners of D & M Shields & Co.

Errors Excepted The above is a true copy of the Statement made out & signed by the partners Aug 16th 1841 Heary Boyd

Exhibit D (Rogers' Supplemental Answer)

State of Tennessee Sevier County)

This Indenture made this 19th day of July in the year of our Lord ~~ninix~~ one thousand Eight Hundred and forty one between Wm K. Love James T. Love & Preston A. Love partners in trade, trading under the firm and Style of Wm. K. Love & Brothers of the one part; and John Guthrie, John Rice, David Johnson, Andrew Smyth, Milton Shields, Samuel Shields and Benjamin D. Brabson Administrator of the Estate of David Shields Deed. and Micajah G. Rogers partners in trade trading under the firm and Style of Shields Smyth & Co. of the other part witnesseth; that the said Wm K. Love & Brothers for and in consideration of the Sum of Four thousand six hundred and Sixty five dollars to them in hand paid by M.C. Rogers one of the firm of Shields Smyth & Co the receipt whereof is hereby acknowledged, hath given, granted, bargained and sold, and by these presents doth give, grant, bargain & sell, (sic), release, convey and confirm unto the said Shields Smyth & Co. their heirs and assigns the following described lands, situated lying and being in the County aforesaid on the waters of the Little East fork of Little Pigeon, one of which tracts has the following courses and distances- To Wit Beginning at a sugar Tree near the mouth of a Hollow, thence down the river, north forty five West Eleven poles to a Holly, North Sixty West twenty ~~enexple~~ poles to a Stake and Iron wood (a conditional line with John Breeden) then with the same West thirty four poles to a Black Oak, North Drbrayy Erdy ear hundred and fifty poles to a Pine on the top of the Bare Wallow mountain then along the top of the same South fifty five West four hundred and Eighty poles to a Stake South thirty five East four hundred poles to a Stake, North thirty four East six hundred and fifty poles to the beginning containing one thousand acres.

Also we give a title bond from James Elledge to the said Wm K Love & Brothers unto the said Shields Smyth & Co for (sic) acres of land.

Also one (sic) and certificate for two thousand acres of land assigned by the said Wm K. Love & Brothers to the said Shields Smyth & Co.

Also one plat and certificate for five hundred and sixty one acres of land assigned by the said Wm K. Love & Brothers to the said Shields Smyth & Co. making in all three Thousand Six hundred and Eleven acres on which Stand Short Mountain furnace, now called Sweden Furnace- To have and to hold Said tracts or parcels of land with all and singular the improvements hereditaments and appertanances thereto belonging or in any wise appertaining to them the said Shields Smyth & Co. their Heirs and assigns, to their and their only proper use and behalf and behalf forever.- And the said Wm K. Love & Brothers for themselves and their heirs executors and administrators doth covenant promise and agree to and with the said Shields Smyth & Co their heirs and assigns, that the title to the above described lands, they will warrant and forever defend against the title claim and demand of all and every person or persons whatsoever setting up title to the same either in law or equity- with this exception the said Wm K. Love and Brothers are not to be responsible for a deficiency of acres where any of the above Surveys cross include or interfere with deeded lands or older Entries they are excepted in the foregoing conveyance.

In witness whereof the said Wm K. Love & Brothers have hereunto set their hands this day and year above named

Test

Sevierville James McNellys store 19th July 1841

We the undersigned certify that M.C. Rogers this day at this place presented the within deed of Conveyance to Wm K. Love for signature and he refused to Sign until he could see his lawyers and if there was nothing improper in it he would then sign it O.H.P. Hill, P.S. Shults James McNelly

Isaac Love's Iron Works: Box 37- Legislative Papers, Tenn. Archives, Nashville, Tenn.

Petition from citizens of Sevier County to legislature at Murfreesboro, 1825. As far back as 1788 legislature favored and bounty lands for owners of iron works. By act this year? 3000 acres of land the most convenient to any iron works was given as bounty provided jury of 12 men said it not fit for cultivation and exempted from tax for 10 years. (1 Scott 403 Ch. 34)- Any by act 1809 same bounty of 3000 acres was extended owner of any iron works by its being condemned by 12 men- but owner to get warrant for land within 5 years after condemnation and sd condemnation would not effect rights others held before condemnation- also exempted from taxes for 99 years. (1 Scott 1136 ch 30). By Act 1815 terms more favorable held out to owners Iron works- still allowed 3000 acres after condemnation by 12 men and given 10 years to get title and no one allowed to interfere. (2 Scott 254 ch 156) Then Act 1823 terms more favorable than heretofore to Iron works owners- "preference was held out to them as other occupant for the term of three months to enter 3000 acres of land" heretofore condemned. Those living N & E of Congressional boundary line "could have this great favor by making an entry or entries in county" where lands lay at 12 $\frac{1}{2}$ ¢ a acre- provided they "imbraced the priviledge granted to all occupants of entering in the first three months after the Entry Taker's office was opened." Before this had been required to procure warrants for these lands in given period. (Acts 1823 P 79 ch 60)

Under the latter act a number of citizens made entries "on a tract of land which had been condemned by a Jury for the use of Isaac Loves Iron works,- but not until the time had expired that was given to occupants to secure their wrights; and not until as they believed, and still do believe, the law extended the right of general entry to all, and every citizen alike- Their entries have been surveyed & grants have issued to them from the State."

By Act 1824 (p 10 ch 5) still greater favor extended owners of Iron works. This act provided owners Iron works may have condemned lands surveyed and they were entitled to get grants by applying Register of East Tennessee or West Tennessee without paying anything- but sd grants void if sd Iron works go into disuse for term of two years and none of these grants to issue until after 10 Nov 1825.

Under this act Isaac Love Esq. "owner of Iron works in Sevier County" has obtained grants for lands that had heretofore been condemned for use of his works "and which had been taken to his knowledge by general entry, and previously granted by the State to divers citizens of said county." "The land thus granted for pay, and afterwards granted as a donation for the use of Iron works, lies in one entire beddy and principally surrounded by old occupant surveys under act of 1806." Lands value had increased by opportunity present owners had of taking up adjoining vacant lands for timber and tillable. Love's tract had large amount of tillable land the not firt quality, but much superior to land taken from State at \$1.00 per acre. There were other lands near Iron tract well timbered & "convenient to Said Iron works" and not fit for cultivation. Petitioners did not impute improper motives to Jury that condemned Iron tract but did not properly examine land. Petitioners asked for another jury of view to fully investigate and give them relief by Act of Assembly.

10th Aug 1825 M.C. Rogers

(In latter's handwriting)

Signed: