

Answer of M.C. Rogers to the bill of complaint filed by Wm K. Love, James T. Love, and Preston A. Love, or Wm. K Love & Brothers vs. Shields Smith & Co.

- The State of Tennessee, Sevier County) Chancery Court April Term 1841
1. The Separate answer of M.C. Rogers to the bill of complaint filed by Wm. K. Love, James T. Love and Preston A. Love, trading under the firm and style of Wm. K. Love & Brothers against Shields, Smith & Co. whose members are composed of Milton Shields, Samuel Shields, David Johnson, John Rice, John Guthrie, Andrew Sayth, Benjamin D. Brabson, adm of David Shields deed and this respondent in the Chancery court at Sevierville.
 2. Respondent, now and at all times heretofore, saving and reserving to himself all manner of benefit of exception to the manifold errors, imperfections misrepresentations and untruths in the said complainants bill of complaint, contend for answer therunto, and unto so much and such parts as he is advised is material for him to make answer unto, answering saith that he has nothing to conceal in all the allegations of complainants bill, but will exhibit a full and perfect answer to said bill as far as the facts have come to his knowledge.
 3. It is true that complainants did build a Furnace in the county of Sevier, on the Little East fork of Little Pigeon river prior to the year 1836. It is also true that they never would have succeeded in building said Furnace had not Respondent and others advanced them large sums of for that purpose, for they never had the means to have affected that object. During the summer of 1836, complainants blew said Furnace, and as respondent believes from some cause was utterly unable to keep her in blast more than forty days, and in that short space of time had to stop up once if not oftener, making principally pig metal during the blast. They then began to haul it to the Forge and make it into Bar Iron. Complainants praised their Iron very much praised their ore banks as being abundant in quantity and very superior in quality, being also very convenient to the Furnace, and all they wanted now to accumulate a princely fortune, was the means to blow their furnace.- But they artfully alledged they were poor, (for insidious purposes), and had already incurred a great responsibilities in erecting the Furnace and blowing her for so short a space of time, and proposed to sell to this Respondent. Wm. K. Love one of these complainants especially pressed the trade on Respondent, and artfully and deceitfully represented to him the astonishing profits that might be made, if this Respondent owned the Furnace, and would keep complainants with a full supply of Pig metal.- Complainants by this time having become indebted to Respondent the sum of \$5607.23, it was desirable to have it invested in some way that would be profitable, as complainants had no means to liquidate any great part of said debt, unless by the sale of said Furnace.- The said Wm artfully, deceitfully and designedly (as Respondent believes and hopes to shew) with full intent to cheat and defraud, and entirely ruin this Respondent who was totally ignorant of the Iron Business- First insisted and greatly endeavoured to impress it upon the mind of Respondent, that the Furnace and Furnace grounds were greatly under value at the sum of \$20,000.- This Respondent although ignorant of the Iron Business, could not believe, and determined not to make an offer for the Furnace at all, but being greatly pressed and much insisted upon by the said Wm K. and he all the time representing that they would sell- That he had wrote to Col. James White, Montgomery Stewart, and perhaps to others, that the Furnace was for sale, and that a great bargain would slip through Respondents fingers, and at the same time alleding great and lasting friendship for this Respondent as his best and greatest benefactor, and as such would rather Respondent should have this great fortune, which complainants were compelled to sacrifice on

account of their poverty.- After several days of such passes Respondent did take up nerve sufficient to make what seemed to him an extravagant bid in the sum of \$4,500- The said Wm K. complained much at the offer, but when he saw he could get Respondent no higher, the said Wm K. Artfully, deceitfully and fraudulently(as Respondent now believes) complained that it was bad to be poor.- that a forced put was no put, but to screw all he could out of this Respondent, made a poor mouth, and insisted he had to pay one James Elledge \$105. for a small tract of land near the Furnace, and that complainants owed Brown, Dickson & Co. \$60. for hallow-ware patterns which he thought this Respondent ought to add to the bid, and Respondent never in large trades being disposed to stick for trifles did give complainants out of what they had become indebted to him for said Furnace and Furnace grounds \$4665.

Under all these flattering prospects, and greatly relying upon the flattering representations of the said Wm K. one of the complainants, this Respondent became the owner of said Furnace and furnace grounds which was represented to be- one tract of 2000 acres- one of 1000 acres, and one of 640 acres and one of 50 acres- making together 3690 acres, for which Complainants executed their Bond to this Respondent dated 1st day of November 1836, to make fee simple title to all in six months from date, but which has not yet been done neither can they give such title as Respondent believes would avail him anything, by reason of a joint deed of trust to one Wm C. Roadman and Respondent, which has not been removed so far as the said Roadmans claim of \$750 is concerned due by note dated the 10th day of June 1835, and due six months after date as Respondent is informed and believes and which will appear by a copy of said deed of trust duly recorded and registered as per exhibit A which places the Furnace and furnace grounds at the disposal of the said Roadman, whenever he pleases to exercise his power over the same, and which Respondent is informed and believes he will shortly do and this tis the reason- a respectable attorney informed him lately he had been applied to by said Roadman to file a bill in Chancery to get a decree to sell said Furnace and furnace grounds under said deed of trust as the trustee had removed out of the state and his debt and lien was not yet paid, all though at the time Respondent purchased of these complainants they were to make fee simple titles within six months. Exhibit B)

This Respondent believes said sale will take place and be another incumbrance to him if complainants ever had any right to said lands on which the Furnace and all the purchased improvements stand and which Respondent but latly has understood and much doubts how matters will finally be, and this is the reason. One Joseph Clark made an Entry in the Entry takers office of Sevier county No. 775 dated 27th May 1830 for 5000 acres land, beginning on a stake on Aaron Roberts line on the Big East Fork of Little Pigeon &c. One David Fraysher made an Entry in the Entry Takers office of Sevier County No. 774 dated 27th day of May 1830 for 5000 acres of land lying on the Big East Fork and Little East Fork of Little Pigeon, beginning on a spruce Pine on the bank of the river &c. One Isaac Love, William S. Nanson, and Jacob Peck made an Entry in the Entry Takers office on the Little East Fork of Little Pigeon for 1000 acres, No. 865 dated 12 April 1831, beginning on a sugar tree &c. Wm K. Love & Brethers made an Entry in the Entry Takers Office for Sevier County for 2000 acres land No. 1016 dated 7 July 1834, on the Little East Fork of Little Pigeon, beginning on a White Oak & c. Wm. K. Love & Brethers made an Entry in the Entry Takers Office for said county for 640 acres of

of land No. 109D dated 28th November 1835 on the Little East Fork of Little Pigeon, Beginning in the Gap below Archibald McMahan & Co. The three last of which Entries are the lands sold by complainants to Respondent, and all the above entries as Respondent is informed and believes are surveyed by making a beginning corner and running same small part of the lines and plating the balance and all stand in the same state forwardness as to titles, except the 1000 acre tract which has been granted. All these land ly in the same region of county and Respondent has recently been informed that Joseph Clark who is the owner of the land entered by himself and in the name of Fraysher amounting to 10,000 acres, one entry lying below and the other above the furnace has lately had the County Surveyor to extend his lines, and as Respondent is informed and believes will leave unencumbered not more than 200 acres of the land purchased by Respondent of Complainants and that off in one corner on the top of a Knob. And as the two oldest Entries above described never did belong to Complainants in any form or manner embracing 10,000 acres, respondent prays your ~~honourable~~ court to interfere and require an actual survey to be made setting fourth the actual right of the relative parties, that such relief may be had and justice done the Respondent as good faith requires.

Should all the foregoing fears be realized then indeed will the fraud be consummated which Respondent now believes was intended by these Complainants from the beginning.

Respondent farther answers and says, that after he had purchased said Furnace and furnace Grounds of Complainants, being totally ignorant of the Iron Business, he entered into a partnership with David Shields, Samuel Shields, Milton Shields, John Rice, John Guthrie, David Johnson and Andrew Smyth ~~sciz~~. ~~for~~ in the firm and style of Shields, Smyth & Co. for the purpose of carrying on the Iron Business as will be seen by a copy of the articles of co-partnership hereunto annexed and marked exhibit C.

From which it will appear that John Guthrie and Andrew Smyth were to be the active partners. Having thus become associated with some of the best scientific mechanics in the State, and with others who were well known in this community as men of enterprize, energy, and untiring persevearance in business and from the exalted character Complainants had given of the good quality of ore at the Ore-Banks, and so very convenient to the Furnace, Respondent never once doubted, but a prosperous and very profitable business would be the result- Hope was buoyant. John Guthrie one of the best scientific mechanics, and a partner of the firm of Shields, Smyth & Co. moved to the Furnace as manager, and to his great Surprise (never having seen the place before as this Respondent believes) found but little of the whole establishme at but what was put up in so in different and unworkmanlike manner, that all was thrown away though new, except the Stack, Furnace House, Bridge House, the Race, a few Cabins, and a few imperfect Roads to the Ore-Banks and Coleing Grounds- Even the Dam could not be relied upon. A Dam of new and Substantial materials had to be made for Guthrie could not feel willing to wrisk a botched Dam giving way in the height of a blast which would have proved disastrous to all expectations of profits if everything else had worked well. So much for "a furnace of large dimentions and great value" as stated in Complainants bill, but of this Respondent could not complain had all things elsebeen as represented.

As to the Ore-Banks they were considered abundant and undoubted in quality as so often attested by the declarations of Complainants before making the sale to Respondent. They were not examined either as to quality or quantity for Complainants had repeatedly asserted, that one Ore-Digger, a boy and a cart keep the Furnace well supplied on a running blast, and Respondent relied on what they told him. The company on that reliance went into heavy expenses to supply the place with good and substantial machinery that could be relied upon to do a good business.

This produced unexpected delay, contrary to what was expected when the purchase was made, but the firm of Shields, Smyth & Co. determined to fill all their contracts in good faith, through this Respondent made a verbal engagement with the said Wm. K. to supply Pig Metal to be delivered at George Foxes' in Sevier county, made at Bright Hope Furnace in Green county, in place of delivering the metal at Sweden Furnace then called Short Mountain Furnace in Sevier county as per contract. Andrew Smyth, some short time after the time for supplying complainants with metal, began to deliver at said Foxes. and farther to expedite business this Respondent also at great expense engaged a number of waggons to haul metal from Bright Hope, and in the spirit of accommodation which he had always shown towards complainants, consulted the said Wm. K. to know if it would be any accommodation to have the metal hauled on to the Forge in place of unloading at Foxes. Respondent received for reply that it would be an accommodation and that Complainants would pay him for so doing what they were in the habit of giving persons for hawling from Foxes. Respondent incurred the additional expense of \$_____ by reason thereof which has never been paid by these Complainants. Thus matters continued until the month of December 1837 when they began to receive metal from Sweden Furnace the place of delivery, and according to the account rendered from Bright Hope on settlement, Complainants had received from that place 74,135 pounds of metal. Sweden Furnace in Sevier county, in December 1837, with great exertion was put into blast, and from that time forward complainants was supplied with metal from that place up to the 14th day of June 1838, and according to the account rendered from that place, Complainants had received 105,665 pounds of metal, - in all up to that time 179,800 pounds as per accounts from the two Furnaces, for which Complainants was bound by their covenant to pay "one ton of well assorted Bar Iron for every four tons of Pig Metal," which they totally failed to do except the small amount of 3,299 pounds of Bar Iron, leaving due from said Complainants 35,087 pounds of Bar Iron which is yet unpaid.

Respondent farther answers and says, that during the whole time that the supply of metal was kept up he was continually annoyed with complaints from the said Wm. K. that Shields, Smyth & Co. were not doing complainants justice in the metal furnished. Being apprised that no good feeling existed between some of Respondents partners and Complainants, he used his best endeavours to remove all cause of complaint & if possible to bring about a better State of feeling, but matters became worse until it was determined to have the settlement before named on the 14th day of June 1838. On that day this Respondent and Andrew Smyth went to Complainants Forge accompanied by A. J. Burnett Clerk of Sweden Furnace, and on casting up the accounts, as kept by Complainants and at the two Furnaces there was the great difference of about 20,000 pounds of Pig metal. Smyth asked for an explanation of the difference and the said Wm. K. always promptly said he could give it, and said "Smyth you know you are not an honest man and do not keep correct books."

Altercation ensued to no purpose. This Respondent, then proposed to settle with Complainants according to their own books, so desirous was he to avoid altercation and difficulties, which was finally agreed upon, though reluctantly on the part of Smyth, and after deducting 26,255 pounds of metal which complainants said was then at the Forge, and which they declared not to be merchantable, they gave their note to Shields, Smyth & Co. for 27,432½ pounds merchantable bar Iron making a sacrifice according to the books of the two Furnaces of 8,452½ pounds Bar Iron, and Respondent hopes and believes the books at the Furnaces were kept correctly, and having had large accounts to settle at Bright Hope Furnace while Andrew Smyth was book keeper there and before he was a partner of this Respondent, and having had no cause of complaint in said settlement, gives him the stronger hopes to believe that the charge of the said Wm. K. that the said Smyth kept false books was a not true. This Respondent much desired a settlement between parties as he had become weary and heartily tired of the constant complaints that were made.

On that day Complainants were told they could get no more metal until they paid for what they had already received.

But to return to the rich and inexhaustible ore banks, as represented so fully by said Complainants to this Respondent before purchase it was thought totally unnecessary to make an examination of the Ore Banks, as the assurance had been made by Complainants that "One Ore-Digger, a boy and a Cart would be all sufficient to supply the Furnace on a running blast." But John Guthrie being a man of caution in the arrangement of his business, thought it prudent a few days before the Furnace was put into blast to have some ore raised and have a small stock to go upon, set hands to digging ore and closely attended to all himself. About this time this Respondent went up to the Furnace and found Guthrie much chop fallen. Guthrie declared the whole affair a stupendous fraud unless better ore could be found than any of the four or five banks that had been opened partially by Complainants during the short and ineffectual blast of about 40 days they blew her while owners- This Respondent did not like to believe his report, hoped he was mistaken- went with him to the ore banks- saw the hands at work then, and often afterwards- But little good ore could be got- The great body of ore was much mixed with flint, slate and manganese as he was informed and believes, and large quantities of sulphur which he is informed and believes is utterly ruinous to the manufacture of good Iron, all which can be verified by respectable proof.

Respondent farther answers and says, that if Complainants at anytime received bad and unmerchantable metal from said furnace, that an unwarrantable disposition on their part to defraud, cheat and entirely ruin, their unwary, confiding and unsuspecting benefactor was the cause of it. Complainants had blown said Furnace themselves from the very ore they so highly extolled when selling to this Respondent, and Respondent answers and says that if their complaints were true, of said ore making bad metal, it is impossible in the nature of things but what they knew all about it. Three attempts have been made to blow said Furnace by Shields, Smith & Co. but nothing profitable can be done as this Respondent now believes, by reason of the great defect in the ore, the good quality and abundant quantity of which

was much boasted of by these complainants and Respondent farther answers and says that Complainants such be very great enthusiasts and affected with monomania on the subject of the Iron business, or they must be entirely ignorant of the profession they pretend to follow, or they must have acted with wicked bias and xx fraudulent intentions, intending to destroy and effectually ruin this Respondent.

Respondent farther answers and says that at the time Shields, Smyth & Co. refused to let Complainants have Pig metal, it was not because they had none, but because of the failure of these Complainants on their part to pay for what they had already received, and Shields, Smyth & Co. have since sold to others, large quantities of metal which might have went to the use of Complainants had there been any hope of being paid for it.

Respondent farther answers and says, that he is informed and believes that the 26,255 pounds of Pig metal which Complainants receipted for as unfit for use and as being at their Forge on the day of settlement, has since been all bought at greatly reduced prices, and worked into Bar Iron, by those who have succeeded these complainants in the management of said Forge.

Respondent farther answers and says, that it is true as charged in said bill of complaint, that Complainants did at the August term of the Circuit Court of Sevier County recover a Judgement against this Respondent for the sum of \$6,000 besides costs, on the covenant for the first year, and as nothing could be considered more iniquitous or unjust, this Respondent took an appeal to the Supreme Court, believing that the Judgement was the result of miscarriage intirely on the part of the jury, and from a misconstruction of the Covenant on the part of the Court.

Respondent farther answers and says, that he feels it his especial duty to give a full and explicit answer to the charge of insolvency mentioned in the bill of Complainants- It is well known to your Honourable Court, that the whole United States (if not the whole world) have been for some time past, and is now actually passing through one of the most severe monetary pressures that has for ages visited the Commercial world, and at the time of entering into the Iron Business, and for a long time before, this Respondent was engaged largely in the mercantile business for his capital, which he was conducting as prosperously as was common in this country, and but for an earnest desire felt on his part, that Complainants might do well, and through the artful and deceitful insinuations of the said Wm. K. one of these Complainants should never have diverted his means from a business he understood to one he knew nothing about, and that by the flattering and false prospects held out to him by these Complainants but more especially by the deceptive and false false representations of the said Wm. K. When the \$6,000 Judgement was reported to the world as having been obtained by these complainants against this Respondent, he was much indubred, and much of that too contracted in earnest endeavours to assist and sustain these complainants- Such news was well calculated to make all who had claims uneasy, and the result was that many suits for debt were entered against this Respondent, and Respondent was much pressed by debts contracted by these Complainants which he had assumed or become security for, and the said Wm. K. being asked if he did not dislike or think it hard to see this Respondent pay so much for them for nothing, replied in a quick tone "No he did not care if it was five times or ten times as much" and the respectable witness could not recollect which- Under all

these circumstances this Respondent id give the deed of trust mentioned in the bill of complaint, for he had near and dear friends who were endorsers for him in Banks and elswewhere. He felt it his bounden duty to Secure them and did so by giving the trust upon his property, first for their benefit and finally for all he owes in any quarter, not wishing to rong or cheat or defraud any human being in this world. This respondent would here remark that he has always had a great aversion to giving deeds of trust and nothing but an imperative sence of duty could have induced him to have done so, and he would farther remark that until he becase entangled for these Complainants he does not recollect in the course of his whole life to ever have paid a contract by Judgement, though actively and largely engaged in mercantil business for his capital, for more than twenty years prior to being taken in, deceived and greatly defrauded by these Complainants, yet he hopes to pay all his liabilities and have something left for his comfortable support, and that of his family.

Respondent frankly admits, that if the rapacious desires of these ungrateful Complainants are to be satisfield, then indeed must othermeans be resorted t to than ever belonged to this Respondent, and doubts might well be entertained, whither the overgrown fortune of a Girard would allay their greedy appetites.

As to the \$6,000 judgement obtained by these Complainants against him, this Respondent never once dreamed of sheltering himself from its operation by the deed of trust, for should it remain uncon...(sic) in law, respondent had real estate ample to meet it, that could not be doeded away so as to excape the effect of the judgement. Respondent had another powerful reason to not attempt to evade the effect of that Judgements(part of which were in his own right, and part associated with his partners for more than the amount of \$6,000 against Complainants, and if the Judgement at law cannot be finally removed, which this Respondent thinks is so unreasonable, iniquitous and unjust, then and in that case a se off is hereby claimed at the interposition of your Honourable Court, and will be most cheerfully and readily acquised in as all that large amount has at all times been considered a total loss, since all hopes of the final success of the Iron Business has come to an end, and this Respondent deems himself quite fortunate that the blow up took place as soon as it or this large and hopeless debt would have been much larger, these complainants owing this Respondent and his associated partners more than \$6,000 besides the \$4,665 paid to them for the Furnace and furnace grounds, which Respondent now entertains well founded doubts never did belong to Complainants, and also having been the wicked means of causing this Respondent to expend (on a Furnace, which if the title should even prove to be good Respondent deems comparatively valueless unless new ore Banks can be discovered than those which have been discovered, opened and worked) upwards of \$10,000 more in rebuilding, erecting machainery, and endeavouring unsuccessfully to prosecute the Iron Business, maining more than \$20,000 these complainants have wickedly, artfully and deceptively caused this Respondent to expend where they knew that capital, energy and skill would be unavailing, or they must have been entirely ignorant of the Iron Business which they pretended t to follow as a profession. The foregoing may well amport account for a common man_s business being ~~mixx~~ deranged, very much deranged, yet Respondent hopes to get over this calamity, and retain a better living than Complainants will ever acquire, by prosecuting wicked, unjust and unholy law suits against ~~THAIR~~ benefactor.

It is also true as charge in said bill that Respondent's interest in said Furnace and Furnace Grounds was included in said deed of trust as he has been better informed since, that was improper, while suits were yet pending between Complainants and Respondent resulting out of that contract, has procured a deed of release so that so far as the interests of these Complainants are concerned, they have the full benefit of all they having the right to all the real estate in themselves (if indeed they ever had any worth having) and this Respondent having only their bond to make a right six months after date which time has long since transpired.

Respondent farther answers and says, as to the charge of not having furnished metal since the 11th day of June 1838, it is true. But the firm of Shields, Smyth & Co. then had on hand at the furnace (the place of delivery) and for a long time afterward, large quantities of Pig Metal which would gladly have been furnished according to contract had there been any hopes of payment for the same from these Complainants, and better proof could not be desired than has since transpired, that had Respondent still furnished metal on the contract the fraud on the part of these Complainants would only have been augmented to a much larger amount than what had transpired before that Settlement: And this is the proof; the said Complainants after the Settlement on the day above named, made large quantities of Bar Iron out of metal which had previously been furnished by Shields, Smyth & Co., and vendd the same for their own use and benefit without ever offering, Respondent or his partners one pound of the same at any time, which clearly proved Respondent's mind, that on the part of Complainants from first to last, they entirely disregarded the contract on their part, and went in to get all they could, waste and destroy what they got, and then contend in law for more, when if unsuccessful in law they would be no worse off than when they first began.

Respondent farther answers and says, it is true that David Shields, one of the firm of Shields, Smyth & Co. has departed this life, leaving a wife and child behind, and that by the consent of all the surviving partners, at a Chancery Court held in Greenville a Decree was entered to enable the said firm of Shields, Smyth & Co. to close their business, and that K Sweden Furnace and lands were to have been sold on the 16th day of September 1840. This was predicated upon the hope that the suit in Chancery at Dandridge between Complainants and Respondent would have been heard, and decreed upon before that time. But not having had a hearing the council of Respondent, advised him that it would be improper to make said sale before the decision of said suit. The intention of selling was entirely abandoned, and of this fact this Respondent verbally informed the said Wm. K., but knowing his own motives best that was not sufficient, a bill must be filed and an injunction obtained by these Complainants to prevent the surviving partners of Shields, Smyth & Co. from doing an act that all intention of doing had been abandoned, for the reason that the Chancery suit at Dandridge had not been heard and decreed upon.

Respondent farther answers and says as to "the profits under the Covenant being \$10,000 per year" that though it may not seem "visionary" to these Complainants who never have under any circumstances made any thing, such a sum the way this Respondent has been able to get along in the world is no small matter, and not to be made every day or every year, in his opinion, by any trade or profession in this part of the world; And this Respondent is inform-

edand believes, that some of those "Skillful and experienced Iron Masters" who take such a fanciful and fascinating view of the Iron Business have since that time gone by the board, in the wreck of destruction that is sweeping the land with the bosun(sic) of penury and want- And those k tee, who had much ampler means, and much fairer prospects to calculate upon 20- 40 and perhaps \$50,000 pr annum, than these Complainants ever had with all their means and the Covenant with this Respondent filled to the letter, could have counted upon their sanguine \$10,000 per year.- Your honourable Court is apprised that our country abounds with small Forges and Furnaces for the manufacture of Iron, and how many men have ever amassed a fortune at them? And how many have left that business after years of hard toil and vexation with all the property they had at the commencement wasted, dissipated, and scattered to the four winds? These Utopian dreams may do to talk of (by men affected with manomania on the Iron Business) but few, very few are realized by mortals.

Respondent farther answers and says, that it is true that these Complainants has brought another suit at law upon the Covenant for damages for the years 1833 and 1839, and he prays your honourable court that the same may be enjoined until a final hearing of the two bills now in Chancery, one of which is at Dandridge and the other at Sevierville, for these Complainants have totally disregarded the Covenant on their part, except to a very small amount as shown in the foregoing part of this answer.

Respondent farther answers and says, as to "a combination" between the firm of Shields, Smith & Co. confederating, combining to cheat and defraud Complainants, Respondent will say that the charge is without foundation, xxx gratuitous, ungrateful and untrue. Indeed had it ever been attempted (which this Respondent utterly denies on his part, nor does he know of it on the part of any one) "the biters have got badly bitten" in every sense of the word, for this Respondent humbly hopes he has shown to your Honourable Court that men have never been worse defrauded, to the amount of the funds involved since the first contract that ever was formed, between men, than has this Respondent and his copartners by these Complainants; And now for sooth the said Complainants have the hardihood, temerity, audacity and face of Brass, to come into an Honourable Chancery Court, and speak loudly of "combination and confederation, on the part of this Respondent and his partners" to cheat and defraud" them. All that has passed between the parties has fallen into the hands of complainants as shown before, with the exception of a very small amount as shown before, and yet they are cheated and defrauded, when these Complainants know, and all the world knows who are acquainted with them, that Respondent and his partners have to loose very large amounts already advanced to them unless fortune should unexpectedly smile upon their path. This Respondent here also would add that Since the bringing of the first suit at law under the pauper act by these Complainants one of them Preston A. Love has abandoned the state, as he is informed and believes, and is now a resident of the State of Missouri.

Respondent farther answers and says, that as Complainants represent the furnace erected by them being "of large dimentions and of great value" which Respondent hopes he has shown in the foregoing parts of this separate answer to be false and untrue (as was falsely and fraudulently alledged by these Complinzants) surely it must now be of much more value when all the works, and machinery built by the firm of Shields, Smith & Co. in a masterly and workmanlike manner

is taken into view. This Respondent would cheerfully tender this great bargain back again to these Complainants for the purchase money, with such allowance as the Rules of your Honourable Chancery Court might give for improvements made since the purchase and would even be liberal in giving one, two, three, four or five years to reimburse this Respondent with legal interest thereon, or any disposition that your Honourable Court might deem equitable and just in the settlement of this vexed question, which in the event proposed Respondent prays may be amply secured, he much desires a termination and decree upon these vexatious and unholy suits, and frankly acknowledges he has no inclination nor talent for litigation.

Respondent having answered, prays that said bill may be discharged, with his reasonable costs.

M.C. Rogers

Rodgers & Reneau, sol for Resp.

Sworn to and subscribed before J.C. Henderson, Dept Clk & Master, Sevierville, 12 April 1841. (Therefore Rogers still in Sevier County on this date)