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THE TRIP

BY JOHN T. BROWN

WINDY CITY

CHICAGO

1888

THE TRIAL

OF

REV. JOHN H. BROWN,

BY THE

WEST LEXINGTON PRESBYTERY,

ON CHARGE OF

*Misrepresentation, Fraudulent Sale and Unchristian Conduct;*

WITH A CERTIFIED COPY

OF THE

DOCUMENTS, EVIDENCE AND PROCEEDINGS.

LEXINGTON, KY.  
PUBLISHED BY D. S. GOODLOE.  
1853.

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\* Some of the names of witnesses have been incorrectly printed.



## PREFACE.

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IN presenting this work to the public, in a form different from that indicated in the original prospectus, requires of me an explanation. When the original prospectus was issued, it was not doubted that Messrs. Brown and Prindell would cheerfully revise the stenographer's notes of their speeches, and thus avail themselves before the public of a defense and a judgment which their friends were happy in characterizing as triumphant and conclusive. This expectation has not been realized, as the subjoined statement will show :

I certify, that by the request of Col. Goodloe, I called on R. Prindell, Esq., and requested him to see Rev. J. H. Brown, and get him to furnish a copy of his speech in defense of himself, in the case of common fame against J. H. Brown, and that he (Prindell) and Judge Munroe should furnish their speeches, or that all three of them, if they preferred, should be furnished with the stenographer's reports, and they could correct them. Mr. Prindell consented, and in a few days I saw him again, and he said Mr. Brown declined to have anything to do with it—*Goodloe's book*—consequently, he (Prindell) declined furnishing his speech.

THOS. W. BULLOCK.

What was to be done under the circumstances? To have published their speeches as written out by the stenographer, necessarily rough and imperfect, would have subjected me to censure; and to publish the speeches of the prosecution, and the judgment of Dr. Breckenridge, would have had the appearance of onesidedness; and hence I have concluded to omit the arguments and judgments on both sides, and present the book in its present form.

It would have afforded me sincere pleasure to have published with the evidence Mr. Brown's defense; for, whatever others may have thought of it, I regarded it, when placed side by side with the evidence, as the most conclusive evidence of the propriety of his trial. If it be asked why I have published any part of the trial, an answer is readily found in the fact well-known here, that the facts, as are incontestably proven, are constantly being subjected to the grossest misrepresentations by Mr. Brown and a few friends, and the whole weight of what they are pleased to term as false accusations, are said to rest upon my unaided statements; when the truth is, scarcely a fact of consequence is not proven by some member of Mr. Brown's church or congregation; and it is to disabuse the public mind in this respect, that the evidence is spread before the public. Besides, after the majority of Presbytery had adopted their minutes, not only excusing Mr. Brown, but expressing their "undiminished confidence in him as a man of integrity and veracity, recommending him to the church," thus approving of all he has said and done, I felt an inclination to let the public see what it was that these gentlemen approved and commended, that the public might be on their guard.

D. S. GOODLOE.

## EVIDENCE

IN THE CASE OF

### REV. JOHN H. BROWN.

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In answer to the question of the prosecution, Rev. J. H. Brown answered: It is admitted by defense, that Dwight Brown swore, and Rev. J. H. Brown has affirmed, that Dwight had not one cent of interest in the bookstore sold by Brown to Goodloe. By interest, Mr. Brown means pecuniary interest.

Mr. Brown admitted the pamphlet entitled "To the Public," signed by J. H. Brown, and dated May 31, 1852, as his pamphlet.

Mr. Brown admitted that the statement on file with Webb Encampment, No. 1, of Freemasons, in his handwriting, as his statement.

It is admitted by Mr. Brown, that the sign of the house was Dwight Brown, from the time the house passed into the hands of Brown, to the time Goodloe took possession. It is admitted by Mr. Brown, that Dwight Brown listed the bookstore for taxation in his name for all the time he did business.

It is admitted by Mr. Brown that all accounts were made out in the name of Dwight Brown, and receipts signed by him, and contracts for advertising made by him.

It is admitted by Mr. Brown, that at the conclusion of Brown's invoice to Goodloe, it is inserted that any error in addition or extension, or otherwise, will be corrected, either on the part of Dwight Brown or D. S. Goodloe.

The deposition of GEORGE R. TROTTER, taken before a committee of Webb Encampment, No. 1, was admitted as testimony, and is as follows:

Question 1: Did you ever hear Mr. Brown say he purchased the bookstore for Dwight, or that the bookstore was Dwight's? Answer: I can not say that I ever heard Mr. Brown say so in so many words, but from conversations with Mr. Brown, the impression was left upon my mind that the bookstore was for Dwight's benefit and to start him in business.

Question 2: Did Mr. Brown ever propose to sell the bookstore to you? Answer: Never.

Question 3: What profit did he say could be made by proper attention to the business with a capital of \$10,000? Answer: Mr. Brown may have told me what was the profit of such business, but not upon \$10,000, or any particular investment.

*Cross-examined by Mr. Brown.*—Question 4: Did you, or not, state to me, after my sale to Mr. Goodloe, that had you known my intention to sell the bookstore, that you and W. A. Dudley would probably have made the purchase? Answer: I did.

Question 5: Was it your impression that I had given Dwight Brown the bookstore, or that I had purchased it with a view of making him a business man and with the intention of giving him an interest after he should acquire business habits and qualifications, and attain to a proper age? Answer: I do not recollect any special conversation with Mr. B. in reference to Dwight. I have stated my impression on that subject in answer to interrogatory 1st. From my frequent visits to the store and my intimate association with Mr. Brown, I judged that it was owned by him for Dwight, and managed and carried on for his benefit. My impression was, as I have before stated substantially, that Mr. Brown was working for Dwight's benefit, and that the bookstore was for him either presently or at some future time.

Question 6: Was not this impression made on your mind from the fact that I had no other child? Answer: Partially so from that fact; but had it not been for the conversations, visits, and my association with Mr. Brown, alluded to, such an impression would not have been made.

Mr. GEORGE YEIZER was then charged, and deposed as follows:

Question 1: Are you not a member of the Presbyterian church, and have you not been for years a ruling elder in that church? Answer: I am a member and have been an elder.

Question 2: Did you, or not, have the charge of a branch of Mr. Brown's bookstore in Danville? Answer: I had.

Question 3: Who was the owner of that store? Answer: I made my engagements with Mr. J. H. Brown to take books to Danville, to sell at a certain per cent. commission. All the bills were made out in the name of Dwight Brown, and any orders or communications from either of the persons were considered equally valid.

Question 4: Did, or not, anything transpire to lead you to believe Dwight Brown had a pecuniary interest in the bookstore; and if so, state what? Answer: Yes, I presumed he had a pecuniary interest in the bookstore, inasmuch as he more than once sent me inquiries as to what amount of funds was in my hands, and stated what use he wished to make of them.

Question 5: Did, or not, anything ever occur between you and Rev. J. H. Brown to lead you to suppose that Dwight Brown had a pecuniary interest in the bookstore; and if so, what? Answer: Yes, Mr. Brown sent over to me an account on Prof. Cross, a Methodist minister. I told Mr. Brown that Mr. Cross was complaining that Mr. Brown was pressing him. He remarked to me in reply, that it was not his account, it was Dwight's.

Question 6: Did, or not, Mr. Brown send any India ink to you at Danville? Answer: I have no recollection.

*Cross-examined by Mr. Brown.*—Question 7: How long were you engaged in selling books for me in Danville? Answer: Eight or ten months.

Question 8: Was Dwight Brown known in the contract made with you to sell books in Danville? Answer: I made my engagements, as I stated this morning, with the Rev. J. H. Brown alone.

Question 9: What direction did I give you in reference to the money, in case you collected Prof. Cross' account? Answer: The directions were that if I collected it, either by payment, or negotiable note, to have the money placed to his credit in the Branch Bank at Lexington, or if I took the note, have it discounted in the bank at Danville and the proceeds deposited in the bank at Lexington.

Question 10: Do you, or do you not, know that I had little or no con-

fidence in Prof. Cross, and declined to give him time, because I thought he wished to evade the payment of the debt? Answer: That, I believe, was Mr. Brown's feeling toward Prof. Cross.

Question 11: Do you not know that the statement that "the accounts were Dwight Brown's," was used by me to convey the idea that being drawn in his name, I would not in this particular case interpose to defer its collection, and that Prof. Cross must make his arrangements to pay the account? Answer: I thought it was a set-off against Mr. Cross' complaint that a brother minister was bearing down upon him. I had no doubt it was Mr. Brown's wish that the money should be paid.

Question 12: Did you, or not, at different times, deposit money as the proceeds of sales of bookstore, in the Danville bank, to be placed to my credit in the bank in Lexington? Answer: Yes.

Question 13: Do you not know that Dwight Brown was a minor, while you were acting as my agent in Danville? Answer: Yes.

*By Dr. Breckinridge.*—Question 14: In addition to being the agent for this bookstore, were you, or not, on terms of intimacy with Mr. Brown and Dwight, his son, for some time before, and during the continuance of that agency? Answer: I was.

Question 15: What was the result of that intimacy and agency, as to who was the owner of said bookstore? Answer: It was a matter of indifference with me, with whom, in respect to either of the persons, I did the business concerning the bookstore, but I gave the preference to the father. Drafts from either, indiscriminately, were honored.

Question 16: According to all the knowledge you had as agent and friend, whose bookstore was the one in Lexington generally understood to be? Answer: It was generally understood to be Dwight Brown's.

*By Judge Monroe.*—Question 17: Did Rev. J. H. Brown take an active part in the business about the bookstore? Answer: As far as I know, he did.

*By Defense.*—Question 18: Did I not take the supervision of the bookstore, and keep it under my direction and control? Answer: Whenever I was in the store, Rev. J. H. Brown seemed to manage and control the business done in the house.

Mr. N. B. WALLER was then charged, and deposed as follows:

Question 1: Did, or not, Rev. J. H. Brown say to you that the bookstore in question belonged to Dwight Brown? Answer: He said that he had nothing to do with the bookstore—that it belonged to Dwight Brown. I was dealing at the store with Mr. Brown and had ordered a lot of books, which lot of books I received correctly as ordered. When I went to settle for those books, I found that there were charged to me books which I had never received, and books which I had never used. Apologizing for this error, Rev. J. H. Brown stated that he had nothing to do with the bookstore—that it was Dwight's. He also went on to state to the purport, that he was careless and not fit for business, and also proceeded to state it was probably attributable to his clerks. In the settlement, Rev. J. H. Brown proposed to split the difference on that part of the account in regard to which we differed, to which I agreed because his books showed that I had gotten them, and we settled upon those terms.

Question 2: Have you, or not, been a teacher, and a customer at that bookstore for a number of years? Answer: Yes; from the time of Mr. Marshall to the present time, I have been dealing in that bookstore.

Question 3: Were you, or not, in the habit of examining the stock of books in that bookstore from time to time? Answer: I was.

Question 4: Do you, or not, consider the stock of books sold by Brown to Goodloe, good? Answer: I did not think it good. My recollection is that there were many old books in the stock.

Question 5: Did, or not, Mr. Goodloe sell to you any books for a less sum than Rev. J. H. Brown had priced those books? Answer: He did. Instance—Webster's large Dictionary in two volumes, which I think Mr. Brown priced at not less than from \$10 to \$12, which I afterward purchased from Mr. Goodloe at \$6.50, which I believe to be the same book.

*By Mr. Brown.*—Question 6: When did I make the declaration that the bookstore was Dwight Brown's, and that I had nothing to do with it? Answer: I do not remember.

Question 7: When I said to you that I had nothing to do with the bookstore, was it not in the connection with the settlement of your account in which there was an error? Answer: It was at that time.

Question 8: How often did you visit the bookstore, and how long remain? Answer: Frequently—generally staid some three or four hours each time.

Question 9: From occasionally visiting a bookstore, can you form a correct judgment of the stock on hand? Answer: My judgment would be limited to such of the stock as I had examined.

Question 10: Was not the stock of Brown sold to Goodloe, as good as Marshall's stock sold to Brown? Answer: I was not as well acquainted with Mr. Marshall's books as I was with Mr. Brown's, therefore I can not answer the question positively.

Question 11: Was the edition of Webster's Dictionary, purchased of Goodloe, and alluded to above, the last edition of that work. Answer: I do not know.

Question 12: Were you not, during the period I was in possession of the bookstore, teaching school some ten or twelve miles from Lexington? Answer the greater part of the time, I was.

Mr. B. JOHNSON deposed as follows:

Question 1: Were you engaged with Col. Goodloe at the time, and present at the invoicing of the bookstore? Answer: I was.

Question 2: Had you ever any connection with the bookstore before? Answer: I had not.

Question 3: When did Dwight Brown furnish you with the private mark of the books? Answer: It was the day before the invoice.

Question 4: How was the invoice taken? Answer: It was called off by Dwight Brown, and marked down by Rev. J. H. Brown; the marks were read from the backs of the books; and further I refer to my deposition taken before the committee of Webb Encampment, No. 1, which is as follows:

That he was engaged with Col. Goodloe from the time he took possession of the bookstore, and was present during the time the invoice of books was taken.

Mr. Dwight Brown furnished him with the mark used in the store, the day previously. The invoice was taken by taking the books in regular succession from the shelves, and calling out the cost prices from the mark at the back of each, which were noted by Mr. Brown and called out by his

son Dwight, except during a temporary absence when Mr. Brown was called to the country for one evening and part of the next day, at which time Col. Goodloe noted down the invoice prices. At night Mr. Brown was not present. At that time, the small articles in the drawers, show-boxes, etc., were invoiced by Mr. Dwight Brown, Mr. Johnson himself not being present.

Col. Goodloe was generally present during each day of the time the invoice was being taken, but not at night. He was also called off two or three times during the day, and was for some time absent each time, attending to his other store. This was in the lower room. At the same time Mr. Johnson, not being acquainted with the business, arranged and classified the small books according to their marked prices, and they were called out by Mr. Dwight Brown in parcels or lots thus arranged. All the valuable stock was in the store room on the lower floor, but there were some account books, stationery, wall-paper, and sundry old second-hand books up stairs, which were invoiced by Mr. Dwight Brown himself. Many of the school-books had been deposited up stairs, and there were also old novels with the covers mostly wanting, the remains, as he understood, of a circulating library, which were tied up in bundles of six or seven together, and were also invoiced in the way they were tied up, Mr. Johnson counting them, (the number in each bundle,) which were charged by Mr. Dwight Brown, at what prices Mr. Johnson does not know, and did not then inquire.

There were also a great many almanacs up stairs, about three-fourths of the number being for the years 1846-47-48-49. The remaining one-fourth, or perhaps less, which were for the year 1850, at the time the invoice was taken, may have numbered about two or three hundred. Those of the last date were the only almanacs Mr. Johnson considers as salable; the others worth nothing, as in six months, the time he staid in the store, not one he believes was sold. Mr. Johnson, at the request of Mr. Dwight Brown, counted the whole of the almanacs for the different years as above stated, all of which were charged by Mr. Brown. Those of 1850 were tied up, and counted, and charged separately; those of the preceding years were counted and charged together. He is not certain as to the exact number of those for 1850, but thinks there were not more than the number mentioned. Those for the preceding years were perhaps more than three times that number. Mr. Johnson states that he never had any connection with, or was engaged in, a bookstore previous to his engagement with Colonel Goodloe. He has no definite or precise recollection now, of the number of almanacs, either of the old ones or those of 1850, but states what he supposes to have been the number and proportion. But he does not insist upon the number contrary to the invoice, presuming that to be correct. Mr. Johnson states that they were engaged about four days, to the best of his recollection, in taking the invoice of books, etc., two and a half days including the nights down stairs, and about one day and a half up stairs. Mr. Brown and Col. Goodloe were below, the former assisting the latter in the store, while Mr Dwight Brown and Mr. Johnson were up stairs together, taking the inventory of books, etc., in the upper room. There was some valuable stock up stairs; the old defaced stock was principally composed of the circulating library and some school-books, shelf-worn and out of date. There were also many small miscellaneous books a good deal shelf-worn, as well as the old maps, old novels, etc., up stairs.

Question 5: Did Mr. Dwight Brown invoice by himself of nights? An-

swer : He said so ; I was not at the store with him ; I don't know anything about the night proceedings at all.

Question 6 : What service did you render in taking the invoice ? Answer : There was a large lot of small books in the case, and in two or three drawers, which I classified, viz., all of the same letters I put together. After that I went up stairs and counted and classified old books, such as novels, etc.

Question 7 : Was there, or not, quite a number of old novels, maps, juvenile and other books, many of them with their covers off, including part of an old circulating library ? Answer : There was.

Question 8 : Was it, or not, a habit in the house when a box of books was sold, to fill up with old almanacs ? Answer : It was.

Question 9 : Was, or not, the small box of ten-pins and India ink in a drawer ? Answer : I did not see them until after the invoice was taken. When I saw them they were imperfect.

Question 10 : Did you lose any of the ten-pins ? Answer : I did not.

Question 11 : Was, or not, the original invoice on the counter, and referred to during the taking of the invoices ? Answer : I did not see them.

Question 12 : Have you any recollection of ever having seen the original invoices during the six months that you were engaged with Goodloe ?

Mr. Johnson inquired of Mr. Brown, what were the invoice books ; he did not know them. Mr. Brown said there were two invoice books, one containing the invoice of Marshall to Brown, the other a large scrap-book with invoices wafered in it.

Answer : I saw a large scrap-book, such as you describe ; I saw only one ; didn't notice it at that time.

Question 13 : Did you see that papers were wafered in that book ? Answer : I saw that papers were wafered in it.

Question 14 : Was the greater portion of the invoice taken in blank books, and sent to Rev. John H. Brown to copy ? Answer : I know nothing of it.

Question 15 : Did you hear Col. Goodloe dispute the price of anything whilst the invoice was taking ? Answer : I did not.

Question 16 : Did you and Col. Goodloe take down the cost of books in small books and send to Rev. J. H. Brown to copy ? Answer : I did not.

Question 17 : Whom did you understand that the bookstore that Col. Goodloe purchased from Mr. Brown belonged to ? Answer : I never heard any remark on that subject ; never had inquired.

Question 18 : Was the stock of books bought of Brown by Goodloe, good or bad—were there many old books shelf-worn, and many old editions ? Answer : I am not a competent judge as to the stock, but there were a great many old books, and of old editions, and many of them shelf-worn.

Question 19 : Were there, or not, many school-books that were out of use ? Answer : There were.

*Mr. Brown.*—Question 20 : How long after the invoice was taken before your attention was called to the ten-pins ? Answer : I do not know ; I can not say certainly ; probably not more than a week.

Question 21 : When you observed them to be defective, did you report to Mr. Goodloe, and did either you or he state the fact to John H. Brown or Dwight Brown ? Answer : I said nothing to Col. Goodloe, but Dwight Brown stood by when the things were gotten from the drawer, and knew they were defective at the time.



Question 22 : Who counted the pages of music ? Answer : Col. Goodloe.

Question 23 : Was I not called to Mr. Henry Duncan's by the illness of his daughter, on the day we commenced to take invoice, about noon ? Answer : You started after dinner.

Question 24 : Do you remember the day of the month on which we commenced to take the invoice ? Answer : I am not certain ; I think the 2d of March, 1850.

Question 25 : When you say you did not see the other invoice-book, viz., of Marshall to Brown, do you not mean thereby that your attention was not specially called to that book ? Answer : It was not ; I did not see it ; I did not know that there was such a book in existence.

Question 26 : Were not the books and stock, as taken by you and Dwight Brown up stairs, taken down on slips of paper and copied by me into the invoice ? Answer : Dwight Brown took it down in a small book ; I knew nothing of the prices.

Question 27 : Was the invoice of Brown to Goodloe in Goodloe's possession the first six months after he purchased ? Answer : I am not able to say.

Question 28 : Can you mention any school-books that were out of date ? Answer : I can not say positively ; a good many school-books were up there which were out of date ; could not be sold : I am not able to call their names.

Question 29 : Do you remember the names of any old editions of books, unsalable from that fact ? Answer : I do not ; do not recollect the names of any in the entire stock, either above or below.

Question 30 : Was the entire stock removed from one store room to another while you remained with Goodloe ? Answer : It was.

Question 31 : Who was engaged in the removal, and in what manner was the removal effected ? Answer : Col. Goodloe and Harvey Brown I suppose were at the upper store ; Dwight Brown and myself were generally at the lower ; I was very nearly as much in the upper store as I was in the lower.

Question 32 : Do you not know that Mr. Goodloe was present at one or other of these stores, and that the books passed under his inspection generally on their removal ? Answer : I do not.

Question 33 : Did you see Mr. Goodloe at either of those stores during the removal of the books ? Answer : Yes, I did ; I did not take particular pains in looking at Col. Goodloe during any part of the day.

Question 34 : Was the invoice going on while Mr. Brown was gone to Mr. Duncan's ? Answer : It was.

Question 35 : Do you know how long Mr. Brown was absent at Mr. Duncan's ? Answer : He was absent one evening and a part of the next day.

Question 36 : Do you know how the invoicing was conducted and managed during Mr. Brown's absence ? Answer : Dwight Brown called them off from the marks in the back of the books, and Colonel Goodloe wrote them down.

Question 37 : Did you, or not, examine the marks in the back of the books or the invoices ; or did you see Colonel Goodloe do so, to see whether Dwight Brown called them off correctly ? Answer : I did not.

Question 38 : Who had the general supervision of the removal of the

bookstore? Answer: I suppose Dwight Brown had—that is my opinion only—I will not say positively.

Question 39: Where was Colonel Goodloe during this time? Answer: In town.

Mr. CLAY SMITH deposed as follows:

Question 1: Did, or not, anything ever occur between you and Dwight Brown as to the real ownership of the bookstore? Answer: Yes—my impression was all the time that the store belonged to Dwight Brown. In fact, I heard him say so, that it was his, several times.

Question 2: Are there any other circumstances which were calculated to confirm that impression? Answer: Yes—this, that all the business, as far as my knowledge, was done in his name.

Question 3: Did you, or not, ever hear any propositions made by Dwight Brown to Mr. Goodloe or others, to sell the bookstore? Answer: I did. I recollect having gone into the bookstore in October, 1849. Colonel Goodloe and myself went into the store to purchase something. I asked Dwight Brown if it was a pretty good business? He answered, that it was; but desired to sell. Whether he at that time proposed to sell to Goodloe I do not recollect; but in the course of the conversation the proposition was made, and Dwight said he would send his father to see Goodloe; to which Goodloe replied, he would think about it, and if he (Dwight) would sell the store upon fair terms, he would purchase.

*By J. H. Brown.*—Question 4: Did, or not, Dwight Brown, at the same time, assign as a reason for his willingness to sell the bookstore, that the health of his father was bad, and he (the father) desired to go on a farm? Answer: He did.

Question 5: Are you, or not, the brother-in-law of Goodloe? Ans.: I am.

Question 6: Did, or not, Dwight Brown appear to you, at the time he was carrying on that business, to be an adult person? Answer: He did appear to be an adult person.

Question 7: Had you not good reason to know that Dwight Brown was under twenty-one years of age? Answer: I did not know whether he was twenty-one or not?

Mr. EDWIN MORRISON deposed as follows:

Question 1: Did, or not, Dwight Brown ever tell you that the bookstore belonged to him? Answer: He told me that it did belong to him. I am satisfied that he told me so once, perhaps oftener.

Question 2: Did you, or not, always regard the bookstore as belonging to Dwight Brown? Answer: Yes, from his having told me so.

*By Mr. Brown.*—Question 3: Do you recollect when or where, or in whose presence Dwight Brown told you the bookstore belonged to him? Answer: I do not remember where or when, or in whose presence, or whether any one was present.

*By Dr. Breckenridge.*—Question 4: Were you, or not, in Lexington most of the while that bookstore was carried on in the name of Dwight Brown? Answer: I was, I think, during the whole time.

Question 5: Had you, or not, at that time any knowledge of anything that led you to suppose that Dwight Brown was not the owner of the bookstore carried on in his name? Answer: I had not.

Dr. H. P. HITCHCOCK was then charged, and deposed as follows:

Question 1: State the number of almanacs of an earlier date than 1848, which were transferred from Mr. Brown to Mr. Goodloe, in the sale of the

bookstore? Answer: I do not know the number which were transferred; but in the month of June last I assisted Mr. Cox to count over the almanacs, and there were over seven hundred; I should think seven hundred and forty of the years 1846 and 1847.

Question 2: Is it, or is it not, stated in Mr. Brown's pamphlet, page 9, that all (almanacs) preceding 1848 would not number half a hundred?

Answer: It is.

*By Mr. Brown.*—Question 3: How long have you acted as clerk for Mr. Goodloe? Answer: Since the 1st of June, 1852.

Question 4: By whom were the almanacs for 1846 and 1847 published? Answer: It is my impression they were published by Dwight Brown.

Question 5: Did you count the almanacs in the bundle and by the bundle, or did you separate the bundles and then count them? Answer: They were all separated, and those that were counted were uniform in appearance. We did not look who was the publisher of each one of them; but they were so uniform in appearance that we could hardly mistake that they were the same.

Question 6: Do you not know that the relations between Colonel Goodloe and myself have been such for some time prior to the publication of my pamphlet, and such since, that I did not visit his bookstore? Answer: I do.

*By J. J. Bullock.*—Question 7: Are you certain that the almanacs for 1846 and 1847 were published by Dwight Brown? Answer: I am not certain. It is my impression, upon reflection, that those of 1846 and 1847, in white envelops, were under the style of Marshall, and those of 1848 and 1849, and perhaps 1850, in blue envelops, were under the style of Dwight Brown; though I am not certain. I only know that there were from one thousand to three thousand in all—that these were for all the years. Those previous to 1848 were the only ones which we counted definitely. The others were thrown in a mass, including 1848-49-50. My attention was particularly called to the years 1846 and 1847, by reason of the remark in Mr. Brown's pamphlet, which was the reason they were counted. Colonel Goodloe requested Mr. Cox and myself to count them.

*By Dr. Breckenridge.*—Question 8: What do you think would be the value of almanacs as stock in a bookstore for the years 1846-47-48-49, on the 10th day of November, 1849? Answer: nothing; though I am not a book merchant of long standing.

Question 9: As far as your personal knowledge extended, who did you suppose was the owner of the bookstore before Colonel Goodloe purchased? Answer: Dwight Brown.

*By Mr. Brown.*—Question 10: What would be the value of a Universal Gazetteer published in 1840 on the first day of November, 1849, when such Gazetteer is published every ten years? Answer: It would be current until the next issue; therefore I know nothing of its value.

Mr. D. S. GOODLOE deposed as follows:

Question 1: Please to make a statement in reference to the matter of the bookstore.

[Having been called on to testify in the prosecution of the Rev. J. H. Brown concerning the sale of the bookstore of Dwight Brown to me, and having understood that one of the results of that prosecution, may be an order by the Presbytery on the Rev. J. H. Brown, to remunerate me for the injury which I sustained in that sale, and having consented to become

a witness, I deem it due to myself, in the position I have consented to take, to declare, as my immovable determination, to receive nothing by way of remuneration, under or by reason of any order of the Presbytery or of any other ecclesiastical court to which the prosecution may be carried by appeal, and furthermore, to request the Presbytery, in the event of its being adjudged that remuneration is due to me, to order the same to be paid to some charitable purpose to be designated by myself, which judgment I hereby agree shall be considered as in all respects as equivalent to payment to myself.

Given under my hand,

D. S. GOODLOE.]

Answer: A few days before the 15th October, 1849, I called in at the bookstore of Dwight Brown, in company with Clay Smith, to buy some motto wafers, and while there, I was informed by Dwight Brown, that on account of his father's ill health, they had determined to sell out the bookstore, and he inquired of me if I would not like to go into the book business, as I was about quitting the dry goods business. He mentioned how profitable the business was, as shown by the fortune made at it by A. T. Skillman, and also stated that they had made about \$2500 a year since they were engaged in it. I told him I would think about it, and he said he would send his father to see me.

In a few days afterward, the Rev. J. H. Brown called at my store and proposed to sell me his stock of books, etc., and named the terms on which he was willing to sell, giving as his sole reason for selling, the state of his health, which would not permit him to give the business the attention it required. We had at that interview some conversation on the subject, but no trade was then made. In the conversation, I distinctly informed him that I was wholly unacquainted with the book business, was no judge of books, and would have to rely on his statements. He represented to me, in that conversation, that his stock of books was good; that the book business was not like the dry goods business, in which so much loss occurred by remnants and going out of fashion; that when it was found a book would not sell here, it would bring cost in trade sale. I informed him that I would not wind up my dry goods business before the first of May, 1850, and inquired of him as to the amount to which he could reduce the stock by that time, and still keep a sufficient assortment to retain the custom. He informed me his stock was then about \$8,000, and that he could reduce it to any amount I wished—say, to \$4,000.

About ten days after this conversation, Mr. Brown again called at my store, and informed me that he had just received a letter from Mr. Todd, of Frankfort, proposing to purchase the bookstore, and he was confident he could sell it to him, and that I must give him an immediate answer. After some conversation, we came to an agreement in regard to the purchase by me of the bookstore.

In the conversation that preceded the purchase, I told Mr. Brown that in sales of stocks of dry goods, it was usual to lay out an agreed amount for valuation. To this he replied, that when he bought out Marshall, not a single book was valued; that they were all taken at cost and seven per cent. carriage; that his stock was all good, much better than the stock he purchased of Marshall; and that the worst of the stock would bring cost at trade sale; that his only terms were cost and seven per cent. carriage for books, etc., and cost for his store fixtures—all at one-third in hand, one-third in six months, and one-third in twelve months; and that

he was confident he could sell to Todd and others on those terms, and would do so at once if I did not trade.

In making the trade in my then state of ignorance of the business, and without examination of the stock, I was induced to it by my confidence in Mr. Brown. We had a friendly acquaintance of many years' standing, and I had informed him that in changing my business I must rely on his statements. When, therefore, I was informed that the stock could be reduced to only four thousand dollars, that the stock was all good, and that men acquainted with the book business were proposing to buy; and that Brown was only selling to me on the same terms on which he bought, and was selling a better stock than he bought; I concluded that I might safely enter into the agreement, and if there was loss on the four thousand dollars, it could not be large.

The invoice was taken mostly by J. H. Brown clerking, and Dwight Brown calling off, the invoice being completed, calculated and extended by J. H. Brown, I never having examined it. Mr. Brown immediately took my notes payable to third party. I then laid the invoice aside, supposing I could correct any error before I paid the last note, and never looked over it before I was shown the overcharge on old almanacs, maps, music, and a great deal of worthless trash, by my clerk, M. D. Gilbert. I then proceeded to examine the invoice, and found an unprecedented amount of overcharges against me, and no mistakes in my favor, (for copy of which see arbitrators' report.)

As it is the most full statement I can present, I propose to submit further, as testimony, a statement made by me before the committee of Webb Encampment, No. 1, as follows:

On or near the 14th day of October, 1849, the Rev. J. H. Brown called at my dry goods store, and proposed to sell me his stock of books, stationery, etc., saying that his health was bad and he was not able to give it that attention that it required; that his stock was good; that he knew I was tired of dry goods, there being so much less in remnants and change of fashions; that books were not like dry goods, getting in remnants and going out of fashion; that when a book would not sell here, it would bring cost in trade sale; that his stock amounted to about \$8000. I replied that I could not possibly wind up my dry goods business before the 1st day of May, and could not take possession (if we traded) before that time, and inquired of him how low he could reduce his stock by that time and keep up the assortment sufficiently to retain the custom of the house. He replied: "Goodloe, as low as you wish, say four thousand dollars." I replied that I was not a judge of the book trade, and if we traded it would be entirely on his statements. We parted. Mr. Brown called again at my dry goods store some ten days afterward, and stated that he had just received a letter from Mr. Todd, of Frankfort, proposing to buy the bookstore, and he was confident he could trade with him, and that I must give him an answer immediately. I replied that it was usual with dry goods merchants, in selling stocks, to lay out an agreed amount to be valued. He replied, that when he bought out Marshall, he took everything at cost, not a single book was valued, and that his stock was all good, much better than the stock he purchased of Marshall; that he could easily sell his stock on same terms, and that I must answer him then; that he would sell me his stock of books, etc., remaining on hand the 1st day of May, 1850, for cost, as exhibited in the original invoice, and seven per cent. for carriage, and store

fixtures at cost—one-third in hand, one-third in six months, and one-third in twelve months; that these were his only terms; that he would immediately sell to Todd if I did not trade. I then agreed to trade on terms proposed. Mr. Brown drew up an article of agreement.

Early in January Mr. Brown called at my store and said that the months of March and April were the best months in the year to sell books; that the schools all commenced in March and April, and that they were the two most profitable months in the year for sales, and if I would give him a bonus I could have possession then. I saw A. T. Skillman and told him of Mr. Brown's proposition, and advised with him. Saw Mr. Brown and declined the proposition. A few weeks afterward Mr. Harvey Brown called at my store, and said that the customers to the bookstore were leaving every day, and that I ought to take possession immediately. A few weeks afterward I called and gave Mr. Brown a small premium to get possession on the 1st of March, 1850, he pledging himself to use his influence in transferring the entire custom of the house to me, and to patronize and to assist me in business, and to make the bookstore his head-quarters to meet his friends and induce them to trade with me.

On the first day of March we commenced the invoice, Dwight Brown calling off and Mr. Brown clerking. I did but little (not knowing the mark) and not questioning the price of anything, relying on them to make out a correct invoice. The invoice being completed, calculated and extended by Mr. Brown, I never examined it. Mr. Brown immediately proposed to take my notes for the amount, stating that I could examine the invoice at any time and he would correct any mistake; that M. T. Scott had proposed to let him have any money that he needed to pay for his farm, provided he would make the whole amount of his responsibility to him, and proposed that I should execute my notes in form of drafts on my brothers, and they could indorse them, and he would not have to indorse them; consequently he would not be indorsing my notes. I thought this strange, but executed the notes in the form proposed. When the notes were signed, Mr. Brown remarked that Harvey did not understand the book business—did not have such a memory, or as much knowledge of the business as Dwight, and that he considered it his duty to say to me, that Dwight understood the business well and would suit me much better than Harvey. I employed Dwight, and am now satisfied that Harvey would have been much the best selection.

Relying upon the integrity of the Rev. John H. Brown as a minister of the gospel and an old friend of twenty years' acquaintance, and knowing that Mr. Brown bought out Marshall under the advice and attention of A. T. Skillman, an old book merchant, of good judgment, great fidelity, a particular friend of Mr. Brown, and an elder of said Brown's church, upon Mr. Brown's assuring me repeatedly that he bought out Marshall's stock at cost and did not value any portion of it, and that his stock was much better and smaller than the stock bought of Marshall, and would sell it to me on same terms as he bought of Marshall, I traded. Being very busy winding up my dry goods store, did not look over the invoice only occasionally as it lay on the counter during the time of taking the invoice, it being in possession of Mr. Brown every night until I executed my notes to him. Having a memorandum attached to the conclusion of the invoice, saying that any error would be corrected either on the part of D. Brown or D. S. Goodloe, I laid the invoice aside, knowing that I could correct

any error before I paid my last note, and never looked over until I was shown the charge of old maps, almanacs and music by my clerk, M. D. Gilbert. I then proceeded to examine the invoice and found an unprecedented amount of overcharges against me, and *no mistakes in my favor*, (for copy of which see arbitrators' report.) I showed some of the overcharges to W. A. Leavey and A. T. Skillman, and proposed that they should see Mr. Brown, and we would settle the matter privately. Mr. Brown refused to correct the charge of almanacs, and replied that he would settle by the contract. To what extent these errors went I could not tell, for Mr. Brown failed to furnish invoices for a great many things; and from the mode and manner he made out the invoice to me I could not find out the cost of many articles. Knowing that he had represented the stock to be good; and finding from experience that it was not good, I was advised to have the stock valued by competent book men. I did so, and the valuation was \$4,317.35 less than Mr. Brown's invoice to me for same articles.

Mr. Brown and A. T. Skillman came in my bookstore, and Mr. Brown remarked that he wished to make some corrections in the invoice. I remarked that I wished him to correct his statements also; that he represented the stock to be good, and that my experience had proved to me that it was bad. He replied that he had represented it to be good, and that it was good. I then remarked that he had assured me that he bought out Marshall and did not value any portion of the stock. He replied that he did give Marshall first cost, and did not take any portion of the stock at valuation. I called on Mr. Skillman to recollect Mr. Brown's statement, and said I was prepared to prove by Marshall's invoice that portions of the stock were valued to Mr. Brown. Mr. Brown then said that I put my young man, Ben. Johnson, in the store with him to learn the business immediately I traded with him, and that Johnson was present and assisted in taking the invoice, and understood the business. Mr. Brown also said in same conversation that he could have sold the stock on same terms to two other men. I then proposed to leave the whole matter to Messrs. Leavey and Skillman, or to the elders of Mr. Brown's church, or to two business men; all of which was declined by Mr. Brown in the presence of A. T. Skillman. I then submitted the following proposition to Mr. Brown in writing.

"Rev. John H. Brown:—I propose that the whole matter in controversy between us in reference to the purchase of Dwight Brown's bookstore be left to three business men (not lawyers); you select one, I the other, these two the umpire—these three to hear the whole case and do justice between the parties."

This proposition was rejected by Mr. Brown, and I was told by Mr. Brown to *sue* him. I did not think the court-house a proper place for professors to settle difficulties, and saw Rev. Mr. Lowrey, and proposed to him that I was willing that he, the Rev. J. Bullock, Dr. Breckenridge, or any one of them might settle the matter, and went further—proposed to Mr. Leavey that the elders of any Presbyterian church in Fayette county might settle the difficulty. When this all failed, I then submitted to strike out of my written proposition "not lawyers," and we proceeded to arbitrate. When I came to try the case, I was informed that I could gain nothing in consequence of representations, unless I also proved that the representation was false and that Mr. Brown knew it to be false when he made it. I

was able to prove that he represented the stock to be good, and was also able to prove that the stock was not good, and because I failed to prove a technical fraud in the sale, I got no relief upon that score, notwithstanding my confidence in Mr. Brown's representations caused me so great a loss.

Mr. Brown agreed in the presence of A. T. Skillman, before we commenced the arbitration, that if I succeeded before the arbitrators in getting an award against him for a larger amount than he admitted, that he would pay the cost of the arbitration, and I agreed if I did not succeed I was to pay the cost. But the arbitration was hurried through and I did not think of proving that fact, and the arbitrators decided that each of us was to pay our cost. I have been told since by one of the arbitrators, that had I introduced that proof, they would have awarded that Mr. Brown should pay cost. Mr. Brown charged me seven per cent. carriage for a large amount of old books out of his library and many second-hand books that he traded for, together with the executive documents bought of John White, etc.

In order to save trouble to the arbitrators, we were advised by counsel on both sides that Dwight Brown and myself should correct the invoice so far as we could. We proceeded to do so, and said Brown admitted (for amount see printed card.) Any items that I wished to have corrected would require him to show the bill. He insisted that that was too much trouble. If he could see the book he could tell the cost. I showed him Martin's Colonies, 10 volumes; he said they cost 50 cents—they were charged to me at 55 cents; he corrected it to 50. The book was marked in said Brown's hand to cost 50 cents, and by reference to original invoice I find they cost  $57\frac{1}{2}$  per volume. I then showed said Brown, Robertson's Researches; he said they cost \$5.00. I afterward found the original invoice, and they cost \$4.00. I then showed said Brown charge of India ink \$11.55; required him to show the bill; he replied he bought the India ink of Marshall and had not bought any since. By reference to Marshall's invoice, we found India ink, crayons, etc., charged to Brown at \$6.00. Twelve months after Marshall invoiced his stock to Brown, Brown took an invoice to see what he had made; and on that invoice he charged India ink at \$2.00. Twelve months after this, Mr. Brown charged me for some India ink (an article nearly out of use) \$11.55, and no doubt sold a small quantity of it, after he invoiced it to himself at \$2.00 and before he invoiced it to me at \$11.55. I then proposed to Dwight Brown to correct the charge of India ink to \$2.00. He said that he gave \$6.00 for India ink, crayons, etc., and was willing to make the charge \$6.00 and no less. Upon this we differed and referred it to the arbitrators, and before them Dwight Brown swore he had bought some India ink since he bought out Marshall, and the arbitrators let the charge stand against me at \$11.55.

I found charged on invoice of Brown to me an old second-hand writing-desk. Dwight Brown told me he bought it of G. W. Norton. I saw Norton, and he told me that Mr. Brown gave him a book for the desk, and showed me the book—cost Brown \$10. Brown charged me \$12.50 for the desk, and seven per cent carriage. Norton told Brown of this, and Brown insisted to Norton that he gave him another book besides the one showed me. Norton denied it, and before the arbitrators Dwight Brown swore that he paid a workman for putting a drawer in the desk. I had sold the desk, sent and brought it back, and found that there was no drawer put in the desk, and said Dwight Brown then stated before the arbitrators that he put some razors, etc., in the desk. On page 24 of



Brown's invoice to Goodloe, Brown charged 16 Upham's Mental Philosophy, 2 vols., and left the price blank, and transferred to page 63; charged again 16 vols. Upham's Mental Philosophy, 2 vols., price blank, and transferred to page 101, and there charged 16 vols. Upham's Mental Philosophy, 2 vols., \$2—\$32, and the books are now in my store marked to cost \$1.50—all three times charged in the handwriting of said J. H. Brown. In correcting the invoice with Dwight Brown, the executive documents charged to me at \$40 Dwight corrected to \$20, saying that was what they cost. Before the arbitrators I challenged the price of executive documents. Mr. Brown contended that they cost \$20, and stated that the charge of \$40 he had corrected to \$20. Mr. Shy (my lawyer) inquired why the charge had been corrected to twenty. The reply was, because they cost twenty. Shy then inquired if he was certain *that* was what they cost; he said he was. I then produced the certificate of the clerk of Madison, showing that Mr. Brown bought them at the late Hon. John White's sale for \$12.40. Mr. Brown arose and said they did cost him \$12.60, but when he put them in the store Mr. Thomas Dean valued them at \$20.

When J. H. Brown bought out Marshall, Dwight Brown took charge of the business; sign over the door, Dwight Brown; purchases made in name of Dwight Brown; advertisement, Dwight Brown's Bookstore. At the conclusion of Brown's invoice to me a note is annexed, that any error in addition, extension or otherwise, will be corrected either on the part of Dwight Brown or D. S. Goodloe; yet Dwight Brown was introduced before the arbitrators (the only son of John H. Brown) to give testimony against me. I contended before the arbitrators that he was an interested party. Dwight Brown was sworn to answer questions. He was asked if he was not interested in the bookstore. He answered, "Not one cent," and proceeded to testify in the case.

On page 44, Brown's invoice to me, I am charged with 25 Lacon de Literature, \$1.50, \$37.50; 3 Alexander, \$6, \$18; total, \$55.50, on commission with Moss & Brother, Philadelphia. By reference to Mr. Brown's invoice to me, you will find in a few pages that I invoiced and I invariably charged them in letters, not knowing what they cost, and would leave the invoice in that condition for Mr. Brown to put the price to them in figures. Occasionally when Mr. Brown was out of the store, while taking the invoice, Dwight Brown would call off the cost of the books and I would write them down as directed by him. By reference to the invoice, you will find I invoiced in my hand six pages of books, all the prices set down in letters, and not a single mistake on the six pages. Mr. Brown was called out to H. Duncan's, Esq., by the death of Mr. Duncan's child, during that time. Dwight Brown called off to me and I charged thirteen pages as directed by him, and by reference to those thirteen pages you will find but very few errors, and all of them the usual upward tendency, and in no instance in the whole invoice have I made a single calculation or extension. Every calculation and extension in the entire invoice of 103 pages was made by J. H. Brown, and between one hundred and seventy and two hundred errors, all against me and in favor of J. H. Brown.

By reference to Skillman's invoice to Marshall, you will find no mistake to the amount of one cent. In Marshall's invoice to Brown there are errors of between three and four dollars. In Brown's invoice to Goodloe the arbitrators awarded errors amounting to \$619.60, and I am now pre-

pared to show many more. By reference to the invoice you will find always the fractional cents against me, and D. Brown swore before the arbitrators that he never marked in fractional cents; always marked up; any article that cost 11 cents they charged 12, those that cost 22 they marked 23. The fractional cents charged against me on page 87 makes  $57\frac{1}{2}$  cents. On page 77 you will find fifteen mistakes or overcharges against me, and only thirty-seven entries on that page, all in the handwriting of J. H. Brown.

I also present my two pamphlets, published by myself and over my signature, as containing, so far as the statements of facts are made upon my own knowledge of what is therein stated to be true, a further statement as testimony on the subject of the bookstore, which pamphlets are herewith filed as part of my testimony, and which are entitled, one "To a Just Public," and the other, "Again to a Just Public." [See Nos. I and II, *Appendix.*]

I further present a paper containing a list of errors in the invoice of Brown to Goodloe, forming the basis of the award by the arbitrators, as further testimony in relation to the bookstore. [See paper A, *Appendix.*]

In connection with the statements already made, I further add that I never saw the original invoices during the time Mr. Brown was invoicing the stock to me. In invoicing the stock, I saw some American and United States Almanacs, and many other old shop-worn books. I remarked to Mr. Dwight Brown that I thought such stock could not be valuable, it was worthless. He replied that the old almanacs were valuable, and would often sell for four or five dollars to fill up sets, and that many of the old books were out of print and were valuable and would bring fine profits. And further, I state that I always supposed that Dwight Brown owned the bookstore, or an interest in it, from my trading with him; that he saw to buying books, making bills in his own name, and receipting in his own name, and that the sign was Dwight Brown; and having published almanacs, checks, records, etc., in his own name, samples of which I here present.

The contract with Mr. Brown was, that he was to sell me books at cost as exhibited in the original invoice.

I now present a list of items for which Mr. Brown has not furnished the original invoice. [See papers B, C, D, E, F, *Appendix.*]

When we commenced taking the invoice, I was assured that the original cost was marked in each book, and thereupon, by agreement, we proceeded to make the invoice from the books. Upon examination after completing the invoice, I found that many books were not marked at the original cost, to wit, Martin's Colonies, etc.

I also submit a paper, [see paper G, *Appendix.*] containing a list of errors marked in Mr. Brown's handwrite, in reference to the Tract Society [included in brackets] which he admitted, and on which the arbitration did not allow me anything, and for which Mr. Brown has made no allowance.

I also submit a paper, [see paper H, *Appendix.*] as further evidence that Brown invoiced books to me for more than cost.

Also papers I and K, [see *Appendix.*] as evidence that the books sold to me by Mr. Brown would not bring cost in trade sale. I was not present myself at that trade sale.

I state further that the books referred to in papers I and K were in as good condition as the average of the stock.

I furthermore state, that when we commenced taking the invoice, Mr. Brown commenced clerking and Mr. Dwight Brown calling off books to him; that Mr. Benjamin Johnson and myself not being acquainted with the mark, I having just received it, I commenced counting the pages of the music; that I counted all that was shown me. A great deal of it I found to be imperfect and in bad condition, entirely worthless, being torn and soiled. I knew nothing about the value of music; only counted the pages of music, without examining whether they were perfect or not at the time.

I state furthermore that I have no recollection of sending any slips of paper, or anything at all, to Mr. Brown for copying in the invoice. I further state that I was never up stairs before the taking of the invoice from Brown to Goodloe, or during the time at all; that there were upward of \$2,000 worth of stock up stairs as shown by the invoice.

*By Mr. Brown.*—Question 2: Have you now presented all the errors which you believe to exist in the invoice from Brown to Goodloe, and if not, will you do so? Answer: I have not; but I will hand to the prosecution a list of all the errors which I conceive to exist in the invoice, of which list they are to hand the accused a copy, the list in the hands of the prosecution to be used by them as they choose during the trial.

Question 3: What was your age at the time of your purchasing the bookstore? Answer: I was not a minor.

Question 4: How long had you been engaged in mercantile business prior to the year 1850? Answer: About twenty years.

Question 5: How long had you been engaged in mercantile business in Lexington prior to 1850? Answer: Between four and five years.

Question 6: When did you first take account of stock of your bookstore after your purchase? Answer: I think it was the 1st day of January, 1851.

Question 7: When did Mr. Griswold make a valuation of the stock? Answer: In the spring of 1851.

Question 8: Did you aid Mr. Griswold in the valuation of the stock? Answer: I did not. He was in the house with my clerk, Mr. Gilbert, who showed Mr. Griswold the stock so far as he could, and Mr. Griswold proceeded to value it. I do not know that any other person than Mr. Gilbert showed Mr. Griswold the stock; that was Mr. Gilbert's business.

Question 9: At the time you counted the pages of music and announced the same to me, did you make any objection because of its being torn or mutilated? Answer: As I before stated, I objected to nothing that was charged to me by Mr. Brown, supposing that he would put them down at a proper price.

Question 10: Did you at that time consider torn or mutilated music good stock? Answer: I did not, nor did I suppose Mr. Brown would charge it to me.

Question 11: Were not all the invoices and also accounts of stock, as taken by Brown, in your possession for months, dating from the transfer of store to yourself? Answer: If they were, I did not see them. It is probable they may have been there, but I have no recollection of ever seeing them.

Question 12: Did you not sell books at auction in your own store after you took possession? Answer: I did. I was assured by Mr. J. H. Brown that by that means I could easily reduce the stock; it would bring

good prices at auction, and would also soon use up Mr. Kennard, who was a very troublesome fellow in selling at auction every few days. But I soon found it was only a sure mode of using myself up, as I found I could not sell at profit. The only money made was on the newly purchased stock, as the invoice will show—*i. e.*, the invoice of auction sales.

Mr. Brown gave notice that he wished the book of auction sales referred to, to be produced when called for, to which Mr. Goodloe makes no objection.

*By Mr. Brown.*—Question 13: Do you admit yourself to be the author of the card published, professedly giving the award of the arbitrators, intended as an answer to my card signed by the arbitrators, and also by my counsel before the arbitrators? Answer: I do; and when I published it I was so cautious as to take the proof-sheet to Mr. Henry Bell, one of the arbitrators, who compared my proof-sheet with the original award as furnished me by himself and Mr. F. K. Hunt, and Mr. Bell said to me that it was substantially correct.

Question 14: Have you not a deep interest in the issue of this trial? Answer: I am interested so far as vindicating myself against the charge of slandering Mr. Brown in my publications, and promoting the ends of justice; further I have no pecuniary interest.

Question 15: Do you not feel that your good standing in the community depends upon my condemnation? Answer: I do not; I think, so far as this controversy between Mr. Brown and myself is concerned, that the community have made up their opinion about it. I can receive no further injury by it.

Question 16: If I should be acquitted by this court, do you not feel that the Presbyterian community will look upon you as a slanderer?

The question was objected to. The moderator overruled the objection, deciding the question to be in order. Mr. T. W. Bullock appealed from the decision of the moderator, when commission sustained the moderator and Mr. T. W. Bullock gave notice that he excepted to the decision and appealed to Presbytery.

Mr. Goodloe's answer: I feel that this Presbytery know the relation that exists between Mr. Brown and myself, and that they are just as well able to answer that question as I am.

Mr. Brown then gave notice that he would take exception and file complaint and appeal to Presbytery, respecting the answer to certain questions, to be specified in his paper, and as to the manner in which those answers were obtained.

*By Mr. Brown.*—Question 17: Have you not for a long time, and do you not still entertain feelings of hostility to me? Answer: Since those errors (many of which have been exhibited) have been manifest, and since I proposed to Mr. Brown, through Messrs. Leavey and Skillman, elders of his church, that they might settle this matter privately, and Mr. Brown's refusal of the same, and then my further offer to leave it to three business men, which he also declined, and Mr. Brown's declaring before the Masonic fraternity, that nothing but his obligations as a Christian and a Mason kept his hands off of me, being also satisfied that I am injured for a very large amount by Mr. Brown, I doubt his sincerity as a Christian, and of course do not feel kind to him.

Question 18: Have you ever at any time said that you would pursue me until you drove me out of the Presbytery and the city of Lexington?

Answer: I have no recollection of making any such statement. I wish to state further that I may have said (and I do not know that) that I believed that a full investigation of the matter by Presbytery would result in his conviction, and silence him from preaching.

Question 19: Did you not employ a stenographer from Cincinnati to attend and take down the proceedings in this case? Answer: I did.

Question 20: Have you not been engaged in summoning witnesses for this trial? Answer: At the request of the chairman of prosecution, I being better acquainted with the witnesses in this case, have sent summonses to some of them.

Question 21: Have you not for a long time desired and used your influence to have this controversy brought before this Presbytery? Answer: I have been anxious that the Presbytery should investigate this whole case, as I could not get it before a civil tribunal.

Question 22: Did you not purchase of Tilford & Co., a stock of goods in this city? Answer: I did.

Question 23: Were there not in that stock articles transferred to you, which were not worth cost to you? Answer: There were. The stock I purchased of Tilford & Co., amounted to about \$14,000. I think \$2,000 worth of that stock was laid out to be valued at an agreed price, and there was not a mistake amounting to ten cents that I know of in the invoice.

Question 24: Were not the custom of the house and the stand for business influential considerations with you in making that purchase? Answer: They were. And I did get their patronage and influence and have it to this day even in the book business.

D. S. GOODLOE.

Mr. JEREMIAH GRISWOLD deposed as follows:

Question 1: Have you, or not, been in the book business for a number of years? Answer: I have, some ten or twelve years.

Question 2: State your knowledge of the condition of the stock purchased by Col. Goodloe from Mr. Brown, giving your knowledge of all the facts relative to the matter. Answer: I submit for that purpose the following:

The undersigned having been appointed by Sir Knight Ayres, chairman of a committee of Webb Encampment, to ascertain and report the proof in reference to certain preferred charges against Sir Knight Rev. John H. Brown by Sir Knight David S. Goodloe, and also to ascertain the proof of charges made by Sir Knight Brown against Sir Knight Goodloe, did, on the fourteenth day of October, 1851, at the Burnet House, in the city of Cincinnati, proceed to take the deposition of Jeremiah Griswold, the said Griswold having stated that he was a fellow-craft Mason, who makes his statement under his said obligation. He deposeth and saith:

I was sent for by Mr. Goodloe to value the stock of goods he had bought of Mr. Brown. This was in April, 1851. Mr. Goodloe's clerk showed me the goods, and as they were shown to me I valued them. He showed me as far as they were yet on hands. Where the books could not be seen, I valued them from his description, according to my knowledge of the character of the books. In making the valuation, whenever an entry had been made by Mr. Brown, which could not be seen or understood by me, I made the valuation according to Mr. Brown's entry—for instance, an entry of 14 Bibles, entered by Mr. Brown; I could not ascertain the description of the Bibles, so I put them down according to Mr. Brown's charge. There were a great many such indefinite charges. The amount of stock purchased by

Mr. Goodloe of Mr. Brown was \$9,549.57, without the fixtures, as shown by Mr. Brown's invoice. The amount as by my appraisement was \$5,412.-32, net. It is necessary I should say, that in looking over the stock, I found a good deal of it very much damaged, shop-worn, and many old editions. In making the appraisement, I made it at the prices of a new stock purchased under the circumstances, (their stock purported to have been purchased at trade sale and at other places) and at what a similar fresh stock could have been laid in for at that time. After making the appraisement from the invoice and such information as I could get, I then made such deduction from the total amount as in my opinion the state of the stock warranted, and the reduction made it the sum above mentioned by me, which I consider fully the worth of the said stock under the circumstances in which it was purchased—that is, to purchase the interest and good will of Mr. Brown's business—and more than I would have been willing to give for it under any other circumstances; and that with the sum of \$5,000 cash, a far more valuable and better selected stock could have been laid in. Books that Marshall had sold Brown were invoiced at valuation agreed upon between Marshall and Brown. The same books, maps, stationery, etc., were invoiced by Mr. Brown to Col. Goodloe at net price. This fact was learned by nice inspection of the invoices. The inspection of the invoice from Marshall to Brown showed a much better stock of goods than was sold to Goodloe. And also Dwight Brown informed me some time ago, on one of my visits to Lexington, that he was then reducing the stock, for the purpose of selling out to Goodloe, as fast as possible; and it could not have been otherwise than that the best books would be likely to be sold. The invoice of Brown to Goodloe showing that books in a very damaged state were invoiced by Mr. Brown at full prices, when many of them were good for nothing but waste paper. In some of them the leaves in part were missing. This, in making out my estimate, was taken into consideration by me in the discount made. I would further state that there was quite a large amount of out of date almanacs, which were valueless, and were put down by Mr. Brown at full prices. I would also state that I have been in the West about five years. I have been in Lexington, on an average, twice a year since, and have been well acquainted with that stock. I always visited that store when in Lexington, and knew it when in the hands of Marshall and Brown. I have been engaged in the book business some ten or twelve years.

(Signed)

JEREMIAH GRISWOLD.

We do state that the foregoing deposition was taken before us, at the Burnet House, this day.

(Signed)

W. B. KINKEAD,

T. N. WISE.

This deposition, made by me on the 14th October, 1852, before a committee appointed for that purpose by Webb Encampment of Freemasons, I here offer as my testimony in this case, asking the privilege of correcting an inadvertency therein; not in the fact, but in the illustration of a fact. I therein say, "for instance, 14 Bibles entered by Mr. Brown, I could not ascertain the description of the Bibles, so I put them down according to Mr. Brown's charge." On a closer examination of the appraisement, I find that those Bibles were valued, but the next seven items containing some twenty Bibles were put at Mr. Brown's valuation, because they could not be exhibited to me at the time.

Question 3: Give any further information you may possess relative to

any part of this transaction between Mr. Goodloe and Mr. Brown. Answer: I have no further knowledge except from hearsay, relative to this controversy than I have given. I have given a true statement of the appraisal of the valuation to the best of my knowledge.

In addition to the testimony in the case of Goodloe v. Brown, which I have already presented to this commission, I have the following to offer in continuation and explanation of the same. It may occur to you, Mr. Moderator, and the members of this commission, to ask, as has been asked elsewhere on examination in this matter, How could I value the portion of stock purchased by Goodloe of Brown, which must have been sold something like a year previous to my appraisal and which I never saw? In my deposition before the committee of Webb Encampment, herewith offered as testimony, I say, "I was sent for by Mr. Goodloe to value the stock of goods he had bought of Mr. Brown. This was in April, 1851. Mr. Goodloe's clerk showed me the goods, and as they were showed to me I valued them. He showed me as far as they were yet on hands. When the books could not be seen, I valued them from his description, according to my knowledge of the character of the books." It may not be known to you, Mr. Moderator, and the members of this commission, that every book issued by booksellers has a price, even to a one-cent toy book, and every bookseller has a trade list, so called, containing the list of his publications with the price attached. All of these lists have been collected, reprinted and bound in a volume, to which a supplement is annually added. The publisher of this catalogue, entitled *Bibliotheca Americana*, is Mr. Roorback, of New York. Furthermore, almost every publisher, and every one of note, has a regular rate of discount from his list of prices, at which his books can be bought either for cash or on credit. In the former case an additional discount is usually made of 5 per cent. Thus it can not but be apparent to you, that any person at all conversant with the book trade as to the discounts made by the various booksellers, with such assistance at hand, should it be needed, could easily put the market value upon the stock, whether present or absent.

It may again be asked, how could you value many articles which were in lots; as you could not see the articles, how could you put a price on them? I again quote from my deposition before referred to, subject to the correction thereto attached. In making the valuation, whenever an entry had been made by Mr. Brown, which could not be seen nor understood by me, I made the valuation according to Mr. Brown's entry. Some of you, gentlemen, have doubtless heard of certain work-boxes appraised by me in that stock; one of them being invoiced originally at \$3.50, and the other at \$4.00—the former appraised by me at \$2.50, and the latter at \$1.75—and that the latter had been sold (it is thought) at \$7.00. I have to say as regards the first one, it is still on hand with Mr. Goodloe, and I still adhere to my appraisal of it, that it was fully all it was ever worth. The valuation of the other was made from one shown me as being a similar one, and was doubtless as correct as the former one. Should it seem to any of you that *that* valuation was "very unfair," as has been reported, I have only to say that the valuation was made at what a new stock purchased under the circumstances this stock purported to have been purchased, that is, at trade sales and other places, and what a similar fresh stock could have been laid in for at that time. Mr. Moderator, I have hitherto refrained from the mention of any person not parties to this

controversy. But I consider that a very necessary portion of my explanation now calls for the introduction of a matter closely connected therewith, in the form of a deposition made by Mr. Dwight Brown before another body which had this subject under consideration; and as that deposition may be offered in evidence before this commission when I can not be here to reply to it, and as it contains certain charges, hints and inuendoes in relation to my valuation of the stock in question, which if unexplained, or rather unanswered, might seem strange and lead to wrong conclusions, I here ask leave to introduce a portion of said deposition.

In reply to Question 22, therein propounded to him, as follows, "Will you exhibit to the committee some items of valuation by Mr. Griswold?" he says, among other things, "Some time about the last of December, 1849, Mr. Griswold visited Lexington as the traveling agent for the house of W. H. Moore & Co., of Cincinnati, when he visited the bookstore; and then I made an arrangement by which he was to furnish books at a reduced price, in consideration of the fact that the account was to be settled monthly. I immediately ordered books from the house of Moore & Co., and received a bill bearing date of January 4th, 1850. At the close of this bill is a short note, from which I will make one or two extracts: It reads thus, 'Dear Sir—The above, as per order, we send you at the prices and on the terms agreed upon by Mr. Griswold. Irving's Works we send you at 5 per cent. less than we usually sell them; and again the books are sent at very low prices, with the understanding that the bill will be paid for once a month'" (which I am very sorry to say was not done.) He further continues, "This bill, with several others, were purchased between the sale and transfer of the bookstore to Goodloe, when the object in buying was more to fill orders and keep up the assortment. Mr. Goodloe took possession of the store sooner than was anticipated he would, and therefore some of these books were in the stock and were invoiced to him. Now see how Mr. Griswold values the books which were bought from the house in which he was a clerk, and under an arrangement made by him. On page 4, Mr. Goodloe is charged with Irving's Works 94 cents, the same bought of Moore & Co., and which were sold at 5 per cent. less than their usual price; when Mr. G. comes to value them, he puts them at 83 cents. On page 11, Mr. Goodloe is charged with 1 Prescott's Mexico \$5; this was bought of Moore & Co., and Mr. Griswold values it at \$4.80. On page 28, Mr. Goodloe is charged with Lamartine's Girondists \$1.80; this was bought of Moore & Co.; when Mr. Griswold comes to value it, he puts it at \$1.57. On page 70, Mr. Goodloe is charged with Perforated Boards at \$2.00 per dozen; these were bought of Moore & Co.; yet Mr. Griswold values them at \$1.34 per dozen. All these and many other books were bought within two months of the time that the bookstore was transferred to Mr. Goodloe, and bought under an arrangement with Mr. Griswold himself; and see how he reduced them, and then still at the close of this valuation takes 20 per cent. off for damaged and shop-worn books, though they were all new."

As regards the correctness of Mr. Dwight Brown's statements, I make no question; but I do say that the inferences he wishes to have drawn from them are incorrect. As thus: I was not called upon to appraise the stock at Cincinnati prices, which at that time and ever since, as is well known to the trade, were and are higher in the particular class of books cited in evidence than eastern rates. I was desired to value them at what



they could be bought for at the east at trade sales and other places. Irving's Works I contend could have been bought at 83 cents, with even an additional discount for cash. Prescott's Mexico, I acknowledge was not valued correctly, being appraised at \$4.80 when it should have been \$4.50, at which price they were freely sold by publishers. Lamartine's Girondists stands correctly as appraised, being a work in 3 volumes, at 70 cents per volume, with a discount of 25 per cent. as allowed to all purchasers in the trade by the publishers. The Perforated Boards had long been sold in New York at that time at \$16.00 per gross or \$1.34 per dozen. And now as to the deduction of 20 per cent. from the footing of the valuation for damaged and shop-worn books. My valuation was for fresh, merchantable stock. Upon examination of the stock still unsold at the time of my appraisal, I found very much damaged stock, some I remember having leaves missing, both covers loose, odd volumes, and old, worthless editions, valued at full prices in the original invoice, consequently the stock could not be considered good, fresh stock. Any bookseller knows, or if he does not, will soon learn to his cost, that remnants of a stock are very unsalable, and that such remnants will accumulate in the best selected stock. What then must have been the relative value of this stock as compared with new, being as it was the remnants of three booksellers' stocks, and one of them of very long standing, and the more especially as Mr. Dwight Brown acknowledges he endeavored to reduce the stock to meet Mr. Goodloe's wishes, and the good stock of course would be the first to sell.

As an instance of the valuation of a bookseller's stock among the trade, I will mention the terms upon which the stock of a bookseller, and one that he had purchased from the east himself, was taken to satisfy a claim, in which case *all* the stock was worth was of course allowed. By invoice at cost, exclusive of freight, charges, fixtures, etc., the stock amounted to \$24,000 and upward, and was taken by one of the oldest booksellers in the trade very reluctantly at \$15,000, and he even then offered to make a still further deduction to any one who would take it off his hands.

I have never had any interest at stake in any way, shape or manner in this controversy, and in making my valuation of the stock, I did so conscientiously, and still believe that it was not worth more than therein estimated.

Question 4: Did you, or not, Mr. Griswold, always regard Dwight Brown as the owner of that bookstore? Answer: I did.

Question 5: What were your reasons? Answer: I never saw any one else there.

Question 6: Have you any other reasons? Answer: Not of my own knowledge. He was always so considered by the book trade in Cincinnati. I was in the employ of two book houses in Cincinnati, Bradley & Anthony, and W. H. Moore & Co., during the time that Dwight Brown occupied the store, and by them he was always considered the owner of the store.

*By Mr. Brown.*—Question 7: Were you, or not, at the time you made the valuation, a clerk in the house of W. H. Moore & Co., of Cincinnati? Answer: I was.

Question 8: Has not Mr. Goodloe since that time purchased largely at that store? Answer: His purchases, (I do not recollect the exact amount,) amounted to some \$2,000 or \$3,000 a year, perhaps, while I was there.

Question 9: Did any one besides Mr. Gilbert aid, *i. e.*, show you the stock for valuation? Answer: They did not.

Question 10: Does Mr. Griswold mean by his correction of his deposition read before the Encampment, to withdraw any principle on which he says he valued the stock, or does he confine his correction to the one item he uses as an illustration? Answer: I did not intend to withdraw any principle upon which the stock was valued, and confine my correction to the 14 Bibles named.

*By Dr. Breckenridge.*—Question 11: You were asked by Mr. Brown if Moore & Co. did not sell largely to Goodloe while you were the clerk of the former house; will you state what proportion the sales to Goodloe bore to the whole sales of the house, and whether your connection with the house had any influence on your valuation of Goodloe's stock or on your present testimony? Answer: The proportion of Mr. Goodloe's purchases to Moore & Co.'s sales, were about \$2,500 to \$80,000. To the second part of the question, "whether your connection," etc., I answer, it had not, in any way, manner or shape,—Mr. Moore leaving it entirely discretionary with me whether to come or not.

Dr. J. C. Young deposed as follows:

Question 1: What knowledge have you of the gains of the Lexington Fire and Marine Insurance Company, and of the value of the stock from the time of the St. Louis fire, and after the death of John W. Hunt, former president of the Company? Answer: I commenced purchasing stock in the Insurance Company in the summer of 1846, and made the last purchase in the fall of 1848. The stock was divided into shares of \$100 each. A part of each share had been paid in and the shareholder's note with security had been given for the remainder, and as dividends were made by the company, they were credited on the notes of the shareholders. In this way the chief part of the capital was paid in. At the time I commenced purchasing, there had been \$35 paid in or credited to each share, and the company held the note of the shareholders for \$65.00 on each share. I bought at that time 10 shares, for which I paid at the rate of \$25.00 per share, or in other words, I bought at about 30 per cent. below par. I subsequently made various purchases at advancing prices. The stock at my last purchase having, if I recollect rightly, nearly reached par. Soon after the time I made my last purchase, the value of the stock came up, as I understood, to par. In May, 1849, a dividend was made of \$10.00 on each share, which, credited on the notes of the shareholders, made each share equal to \$75.00 paid in. The gains of the company during the period of my purchasing were very large, as may be exhibited by the fact that on purchases to the amount of \$3,100.00 in cash, made by me during this period of three years, had I sold out at par, I would have realized upward of \$2,500 clear gain. Immediately after the dividend in May, a fire occurred at St. Louis, by which the company lost about \$65,000, or rather more than one-fifth of its capital. Upon the occurrence of this loss, the company required the shareholders to pay up the balance due on the notes of the shareholders held by the company, and about the same time the death of Mr. J. W. Hunt, president of the company, occurred. These three occurrences very considerably injured the value of the stock, and as I understood, made it a difficult matter to sell, as there seemed to be no demand for it in the market.

Question 2: What reason was assigned by you to me and others, in the latter part of 1849, for not selling part of your stock? Answer: The fact that I did not believe that I could get anything like par for it, combined

with the hope, that in the course of a few years it would redeem its credit and again make dividends.

Question 3: Do you, or not, know that the character and value of the stock was very materially changed by the events which you mentioned as having occurred soon after the May dividend? Answer: Yes; the events did materially change the value of the stock.

Question 4: Was there, or not, any dividend made after May, 1849? Answer: The dividend was semi-annual, in May and November. After the May dividend in 1849, there was no other one made.

Question 5: Did you, or not, say that you could not sell your stock at anything like par to one acquainted with its character, and that you could not conscientiously recommend it to one unacquainted with its character? Answer: I have no recollection of making such statement, but I might have made it, because I know that my views then were in accordance with such statement, or something equivalent to it, as I was at different times asked why I did not sell.

Question 6: Was it, or not, generally known soon after the St. Louis fire, by holders of the stock, that said company were in consequence of that fire very much embarrassed? Answer: I believe that it was generally known, as all with whom I met were acquainted with the fact of the call on the shareholders to pay up the balance of the stock, and also the fact that there was no prospect of receiving any dividends for some considerable time to come.

*By Mr. Brown.*—Question 7: What period do you intend to embrace by the phrase, “the latter part of the year 1849?” Answer: The first of August to the end of December.

Question 8: Did you ever see a statement of the condition of the Lexington Insurance Company and examine into the same? Answer: I procured from the secretary of the company a statement of the condition of the company soon after, as well as I can recollect, the disastrous period of the affairs commenced. Previous to that period, I have no recollection of having seen any such statement.

Question 9: Were your purchases of stock made from your own knowledge of the solvency of the company, or did you rely upon the judgment of others, whom you supposed to be better acquainted with the condition of the company than yourself? Answer: My purchases of stock were made on the ground of my knowledge of the large dividends that had been made by the company, and on the ground of my confidence in the integrity and skill of those who managed the affairs of the company.

Question 10: A very short time before the failure of the company, did you not advance 25 per cent. on the amount of stock you owned in the company? Answer: Having been in Lexington on last of August, in 1851, and having learned from some of the directors of the company, in whose judgment I had confidence, that the company was in serious difficulties, but that it had not, according to the result of the investigation, lost much if any more than about half of its capital, and that a temporary advance of their credit by the stockholders, in aid of the institution, would enable it to pass through its difficulties and ultimately recover its position, I agreed to advance in that matter whatever a meeting of the stockholders should determine to be advisable. They determined that each stockholder should advance his credit to the amount of 25 per cent. of his stock. This I did.

*By Dr. Breckenridge.*—Question 11: State what you know concerning the circumstances, family, condition, etc., of Rev. E. Foreman, of Richmond, named in the charges. Answer: I have some knowledge of Mr. Foreman, as I belong to the same Presbytery with him, and he graduated some years ago in Center college, of which I am the president, and married in my congregation. He has never had occasion to state distinctly to me the amount of his means, but from a variety of incidental communications and allusions, I have supposed that his means are small, and that the loss of his books and furniture, consumed by fire a few years since, were felt by him very severely. He has an increasing family, while his salary received from his church is insufficient to support him.

Question 12: From your knowledge of the circumstances of Mr. Foreman, would you, or not, suppose that the total loss of a thousand dollars which it is alleged he paid the Rev. J. H. Brown for insurance stock, in the autumn of 1849, would be a serious inconvenience to himself and family? Answer: Yes; I believe it would.

Question 13: Are you, or not, the secretary of the board of trustees of Center college? Answer: Yes.

Question 14: How long has Mr. Brown been a member of the board of trustees, and how often has he been present at its meetings? Answer: He was qualified and took his seat in the Board of Trustees of Center college September 24, 1845. From that time to the present he has been at the meetings of the board at the following periods, to wit: March 31, 1847, July 28, 1847, June 28, 1848, August 15, 1848, December 19, 1848. Absent at the following times, to wit: November 25, 1845, September 24, 1846, (June 17, 1847,) August 16, 1847, October 4, 1847, January 12, 1848, October 15, 1849, March 28, 1850, June 26, 1850, June 25, 1851, October 23, 1851, March, 3, 1852, June 24, 1852. All of these meetings occurred in the town of Danville; these facts are deduced from the minutes of the board which are before me.

Question 15: Was Mr. Brown present at the meeting of the Synod in Danville, in 1849? Answer: He was not there.

Question 16: What is the distance between Danville and Lexington, what is the character of the road, and what are the facilities for travel between the two places? Answer: Distance 35 miles, very superior turnpike road, and daily stage.

Question 17: Will you state what your recollection is of the business transacted in the Synod of Kentucky at Danville, in the fall of 1849, on the whole subject of abbreviated creeds, and what recollection you have of any relevancy of that business to Mr. Brown? Ans: At the Synod in Danville, in 1849, the subject of abbreviated creeds and church manuals came up by a report of a committee, that had been appointed at a preceding meeting of the Synod, to seek out and examine any such creeds or manuals that might be in use in any of our churches, and report on them to the Synod at its next meeting. The report of this committee was, after some discussion, referred to a committee to draw up a minute upon it. Of that committee, I recollect that Rev. S. Robinson and myself were members; whether any other person was on it, I do not remember. I also remember that a creed and manual used by the 2d Presbyterian church in Lexington, of which Rev. J. H. Brown was pastor, was one of those placed in the hands of the committee, and was the chief one commented upon in the

discussion before the Synod. The Synod took action upon the subject condemnatory of such creeds.

Mr. A. T. SKILLMAN deposed as follows :

Question 1 : Having just read your testimony made before a committee of Webb Encampment, No. 1, do you adopt it (including cross-examination) as your deposition in part before this body? Answer : I do, and what is here inserted, as follows :—

Mr. Skillman being called upon requested to be excused from making any general statement, but is willing to answer any questions that may be asked.

Sometime after the invoice was taken, Col. Goodloe inquired of Mr. S. about some old maps, Maunsell's Maps of Kentucky, which were charged at \$5 each ; Mr. S. said there must be a mistake, as the whole lot of maps had been bought from him by Mr. Marshall for \$5, and he had invoiced them to Mr. Brown, as he understood, for the same price. That he, Mr. S., had, while keeping bookstore, some maps damaged, but is not certain whether these were included in the number. That the lot left on hand, being old, had been sold to Mr. M. at a reduced price. Upon being shown his mistake in the charge for the maps, Mr. S. asked Col. G. why he had not examined the invoice more particularly, for if many such mistakes as these were made it would amount to a very considerable sum. That Mr. B. himself did not understand the book business thoroughly. Col. G. then remarked as a reason why he had not been more particular, that he had such implicit confidence in Mr. B., he thought everything was done right. Mr. S. said he had no doubt Mr. B. would at any time be ready to correct errors. Mr. S., at another time, on being shown the charge for the old almanacs, said he thought they ought not to have been included in the invoice, and that there must be some mistake about it ; that none but those of 1850 should have been charged, the others being out of date were worth nothing.

*By Col. Goodloe.*—Question 2 : Did you not at my request call on Mr. B. about the almanacs, to ask him to correct the charges in relation thereto? Answer : I did, and Mr. B. replied, that was not an error to be corrected ; that Col. G. had contracted with him to purchase all the stock in the store, and he considered them (the almanacs) a part of the stock.

Question 3 : Did you ever hear of old almanacs, out of date, being sold with books, as part of the stock? Answer : I do not know what is the custom about it. I did not sell those I had to Mr. M., or charge them to him. What he did in relation to them with Mr. B. I can not say.

Question 4 : Did you not remark that the invoice shown to you exhibiting various charges not specifying the books, was an illegal one? Answer : I do not recollect.

Question 5 : Did not Mr. B. tell you that he bought the bookstore for his son, Dwight Brown? Answer : He did, as I understood him to say. Mr. B. frequently remarked he wished to get Dwight into business, and thought that business would suit him best, or words to that effect, and that he made the purchase with that object. Mr. S. did not understand from Mr. B. that he had as yet given Dwight any pecuniary interest in the store.

Question 6 : Did you ever hear Mr. B. say that he had not given Dwight the store or any interest in it? Answer : I did not.

Question 7. Did you not tell me that Mr. B. had frequently told you that he had bought the bookstore for his son Dwight? Answer : I did say

I heard Mr. B. say so without giving at the time further explanation. I have already stated what I understood about this matter.

Question 8: Did, or not, Col. G. propose to you to leave all matters of controversy between himself and Mr. B. to yourself and Mr. Leavey, or to the elders of Mr. B.'s church? Answer: He did. I also heard Col. G. propose to Mr. B. himself, in my presence, to leave those matters to be settled in that way, which Mr. B. declined, as he did not wish to involve the elders of his church in a difficulty of that sort.

Question 9: What is the substance of a conversation that occurred in your presence between Mr. B. and Col. G. in reference to the nature and value of the stock sold to the latter, and do you recollect what passed about correcting errors? Answer: Some time in the year 1850, Mr. B. and myself were in Col. G.'s bookstore, when Mr. B. said to him, he had come to make a proposition to him to correct the errors in the invoice of the books, etc., of the bookstore he had sold to him. Col. G. replied, that will not satisfy me. Mr. B. asked him what would satisfy him. Col. G. said to Mr. B., you must make this stock of books you sold me, as good as you represented them to be. Mr. B. replied, they are as good as I represented them to be. I am ready and always have been ready to correct the errors in the invoice, and that is all I will do.

Question 10: What occurred before you and Mr. B. met in Col. G.'s bookstore? Answer: It was in consequence of a public rumor in the streets that Mr. B. had overreached or defrauded Col. G. in the sale of the bookstore. Mr. B. said in the course of the conversation, that he had purchased Mr. Marshall's stock at cost, and seven per cent. added for carriage. Mr. B. likewise said, You and your young man, Mr. Johnson, were both present when the invoice was taken.

Question 11: Did, or did not, Mr. Brown say, when I purchased his store, Colonel, you put your young man in the store to learn the business, and you and he were both present when the invoice was taken, and yet you are dissatisfied? Answer: I have no recollection of it.

Question 12. Were you not astonished when you heard that Mr. Brown's invoice to Col. Goodloe amounted to \$10,000? Answer: I was.

Question 13: Was not Mr. Brown astonished at the amount? Answer: He was. I believe he thought it would not exceed \$8,000. Mr. B. told me some time before the invoice was taken that he thought the value of the stock would be reduced to eight thousand dollars, by the time he gave possession.

Question 14: Do you think that Goodloe or Johnson knew the value of Mr. Brown's stock of books, when neither of them knew anything about the book business? Answer: I suppose they did not.

Question 15. Have you in all your experience in business, seen so many overcharges in any invoice, as there are in the invoice of Mr. Brown to Goodloe? Answer: I have had no opportunity of seeing or being acquainted with any invoice of the kind except the one I gave to Marshall. We never detected any errors in that.

Question 16: Does the footing up of Mr. Marshall's invoice to Mr. Brown show any errors corrected? Answer: None, except \$4.63 in extension.

Question 17: What did the two copies of "Self-taught Penman," shown you, originally cost you? Answer: Thirty cents each.

Question 18: Do you notice Upham's Mental Philosophy, in two volumes, entered in the invoice-book before you, in three several places, before

the charge for it is affixed, and each time entered in the handwriting of Rev. J. H. Brown? Answer: I do.

Question 19: What is the charge affixed on the invoice at page 101, and what the original cost of the work as exhibited by the letter mark in said book? Answer: The charge in the invoice is \$2 each. The cost mark in the two books I saw is \$1.50 each.

Question 20: Is there any appearance about the mark different from what it ought to be? Answer: One letter in the cost mark of the two books I saw has, I think, been altered.

Question 21: Are those novels and cheap publications charged on page 52, shown you, charged at full cost, or not, in Mr. Marshall's invoice to Mr. Brown? Answer: The invoice says, and Mr. Brown admits, they are charged at half the retail price.

Question 22: Was, or not, the charge of the old almanacs contended for as being a proper charge, before the arbitrators by Mr. Brown? Answer: I can not say; I know that he contended it was a proper charge before the arbitration took place.

Question 23: Did the arbitrators, or not, award that the Rev. John H. Brown should pay Goodloe for quite a number of charges that Brown contended were not errors? Answer: I understood so.

Question 24: Any charge that Mr. Brown refused to correct, when shown, did he consider them errors? Answer: I think he did not.

Question 25: Mr. Skillman, do you not know that Dwight Brown and his father marked the trade sale catalogue for me, and made my memorandum out for me to purchase by? Answer: I did not know that fact.

Question 26: If Mr. Brown and Dwight marked my memorandum for me, could I not buy as good stock as they could, in buying a complete stock, and then not a great many fancy articles, say, baskets, knives, razors, fancy note-paper and envelopes, all of which my experience would enable me to buy quite as well as Dwight? Answer: If your catalogue was marked by Dwight, so far you could buy as well as he, and fancy articles you could buy as well as he, I suppose.

Question 27: Did, or not, Dwight make the purchase of the stock generally? Is he a good buyer? Answer: I believe Mr. Marshall made nearly all the purchases for Mr. Brown, Dwight went east only once, just before selling out.

Question 28: Do I understand you to say, that Dwight Brown's purchases were better than mine, when Dwight made out the memorandum for me to buy by? Answer: I did not know that fact. He, I suppose, previously had a little more experience than you.

Question 29: Have you not been out of the book trade for years, and is not the value of books changing very rapidly, which would make it impossible that you could know the value of Mr. Brown's stock sold to Goodloe? Answer: I have been out of the business about seven years, and no doubt the prices and character of books have changed very much since then. I do not profess to know the value of the stock of books you purchased of Mr. Brown, only as the invoice shows.

Question 30: Do you know anything about the quality of the stock bought by Goodloe, since he has been in the business? Answer: I do not particularly. I have seen a great many valuable books in his store, which, I suppose, he has purchased, and the assortment appears to me to be good, and the books fresh and new.

Question 31 : Do you know of any instance of a man's doing business under his own name to the amount of \$15,000 per year, and that man not interested in that business to the amount of one cent? Answer : I do not know that I do.

Question 32 : Did, or not, Mr. Prown say to you that there were many errors in the invoice in Goodloe's favor? Answer : He said he had discovered errors in Goodloe's favor, but he did not state the amount.

Question 33 : Do you know of any instance of a trade of that magnitude being made, when the purchaser was ignorant of the value of the articles he was purchasing, without getting some one to inspect stock for him, or relying on the statement of the person selling? Answer : I do not.

Question 34 : Did not Mr. Brown say in your presence, that in case the arbitration was decided against him, he would pay the cost of such arbitration? Answer : Mr. Brown and Col. Goodloe agreed that whoever lost the arbitration should pay the cost. After Col. G. left I remarked to Mr. B., that as there were errors in the invoice Mr. G. would fling him for the amount of cost; that he had better call Col. G. back, and have another conference on the subject. Mr. B. called Col. G. back, and they then agreed that whoever succeeded in the arbitration (leaving out of view the correction of errors) should pay the cost.

Question 35 : What is an error in an invoice? Answer : It is a wrong entry, made by mistake.

Question 36 : Did Mr. Brown consider the charge of old almanacs an error? Answer : He did not.

Question 37 : Have not cheap publications the price printed on their covers generally? Admitted by Mr. Brown that they have.

Question 38 : Is it usual for the prices of novels printed on their covers to be eight cents, fifty-four cents, or \$1.12? Answer : I have frequently seen them at eight cents, and perhaps at \$1.12; as to fifty-four cents I can not say.

*By Mr. Brown.*—Question 39 : Did you not state before the arbitrators that the stock sold by me to Mr. Goodloe was as good if not better than he could have purchased East, and do you not still think so? Answer : I did; and the reason assigned was, that Col. Goodloe did not understand the business, and of course did not know what books were salable and in demand here, and he would be likely to buy much stock that would not sell here at all, although it might be new.

Question 40 : Did not Mr. Goodloe show you errors, and publicly speak of them so as to create considerable excitement previous to his saying anything to me about them? Answer : I do not know at what time Col. Goodloe first mentioned his dissatisfaction to you. I think it was three months or more after getting possession that he made complaint to me.

Question 41 : Do you not suppose the "n," in the cost mark of the Self-taught Penmanship, was a mistake, there being no "n" in the cost mark, but it standing for three in the sale mark, and might not such a mistake be readily made? Answer : My opinion is, that the error occurred in that way.

Question 42 : Did I, or not, propose in your presence, to Mr. Goodloe, to arbitrate all matters in controversy, he choosing one and I another, and they an umpire, and did Mr. Goodloe decline unless I would agree not to choose a lawyer? Answer : You did, and he declined on that ground, saying he did not want lawyers to arbitrate the matter.



Question 43: Did, or not, I give as a reason for not leaving the matters of difference to the elders of my church, that men occupying that relation to me should not settle the difference between us? Answer: You did.

Question 44: Did, or not, I then propose to leave all business matters to three business men, choosing these as expressed above; and all legal matters, such as damages, etc., to legal men? Answer: You did.

Question 45: Did you, or not, believe that it was Mr. Goodloe's interest to take possession in March, and not defer it till May; and do you not remember assigning to me reasons why he should take possession at the earliest day he could get it? Answer: I always thought it would be greatly to the interest of Colonel Goodloe to get possession of the bookstore as soon as possible after the purchase, and the reason why I thought so was, that in the contract Mr. Brown was obligated to reduce the stock as much as possible, and in consequence thereof, the assortment of books would be very much injured, and in consequence of that, the customers would quit dealing with them, and it would not be an easy matter to get them back again.

Question 46: What would have been a reasonable sum for Mr. Goodloe to have paid for possession two months earlier than his contract? Answer: At least, if not more than the profit on the sales made during that time; what those profits were I am unable to say.

Question 47: In all your conversations with me in reference to Dwight Brown, have you not uniformly heard me say that if Dwight should prove to be steady in his habits and acquire business qualifications, it was my intention to give him an interest in the bookstore? Answer: I have no recollection of ever conversing with you particularly on that subject; it is possible, however, that there might have been such a conversation; I had the idea in my mind that Dwight, at some future day, was to have an interest in the store.

Question 48: Have you not often heard me complain of Dwight Brown's carelessness in business, and express my doubts whether he would ever become a business man? Answer: I have frequently heard you complain of him and reprove him, and have heard you express doubts about his ever becoming a business man.

Question 49: Did, or not, Mr. Brown say to Mr. Goodloe in your presence, that he (Mr. Brown) was at all times ready and willing to correct any errors in the invoice? Answer: He did.

Question 50: Did Mr. Brown ever refuse to correct any overcharges or errors exhibited by Mr. Goodloe, as far as you know? Answer: He did not, so far as I know.

Question 51: Do you suppose that Mr. Brown's knowledge of the book business was such as would enable him to know the cost of stock on hand at the time of transfer, without referring to the invoice? Answer: I think he nor anybody else could not know.

Question 52: Did you not testify before the arbitrators, and do you not still believe the stock sold by Mr. Brown to Mr. Goodloe as good stock as that sold by Mr. Marshall to Mr. Brown only eighteen months previous? Answer: I should think it was; although I can not speak positively, as I was not as well acquainted with it as I was with the stock I sold to Mr. Marshall.

Question 53: Did Mr. Marshall complain of the stock purchased of you, or did you ever hear me complain of the stock purchased of Mr. Marshall?

Answer : He never did, nor have I ever heard you complain of Mr. Marshall's sale to you.

Question 54: Was not your contract with Mr. Marshall the same as mine with Mr. Goodloe? Answer : It was, with the exception of carriage; *that* was to be settled at the time of taking the invoice.

Question 55: Do you not know that I had one or two other opportunities to sell the bookstore about the time Mr. Goodloe purchased? Answer : I do not know, of my own knowledge; I have heard it said that you had two or three opportunities of selling before Colonel Goodloe purchased.

Question 56: What would be the effect of Mr. Goodloe's obligating me to reduce the stock as much as possible by the time he took possession? Answer : The consequence would be, that the assortment would be very much injured, and as a consequence customers would not go to a store where they could not get everything they wanted.

Question 57: Did you not write East to merchants, when I purchased the bookstore, in reference to my pecuniary standing, and were not all your letters based on the fact that the bookstore was solely mine? Answer : I did, and they were all based on that fact.

Question 58: How many of Upham's Philosophy did Mr. Goodloe voluntarily exhibit to you for examination of the mark? Answer : Two copies.

Question 59: How many others were exhibited when called for by Mr. Brown? Answer : Four copies.

Question 60: How many of them were marked, and how many unmarked? Answer : Two were marked, and two unmarked.

Question 61: In all that are marked is not the lettering plain, without any alteration, and the same as the two apparently altered copies? Answer : It is the same lettering and apparently in the same handwriting as the two copies not altered, and the lettering is perfectly plain.

Question 62: Was, or not, the declaration I made, "that the stock complained of by Mr. Goodloe would bring more at auction than cost," made months after the sale to Mr. Goodloe, and made at a time when Mr. Goodloe and myself were both much excited? Answer : You were evidently very much excited both of you; it was several months after the sale.

Question 63: Did, or not, Mr. Brown say to Col. Goodloe in your presence that the stock sold to Mr. Goodloe was good stock, and that portion complained of would bring, at auction, cost? Answer : I have heard Mr. Brown say frequently that the stock he contracted to sell to Col. Goodloe, as a whole, was a good stock at the time the contract was made. For further answer to this question, I refer to the ninth question before the Encampment.

Question 64: What was the amount of stock sold by you to Marshall? Answer : About \$9,000.

Question 65: Did, or not, Col. Goodloe manifest a strong anxiety to have the matters complained of between him and Mr. Brown settled? Answer : He did seem to have.

Question 66: Did Mr. Brown manifest a similar anxiety? Answer : I think he did.

Question 67: What was the reason, if you heard any, why Mr. Brown wished a lawyer on that arbitration? Answer : I think he said there would be legal questions coming up, and he wanted a man competent to decide those questions.

Question 68 : Did, or not, Col. Goodloe request you to see Mr. Brown, in reference to old almanacs, maps, and the many errors complained of some time before you and Mr. Brown called to see Mr. Goodloe, on county court day? Answer : He did ; I do not know exactly the time, how long before. I did call on Mr. Brown specially with reference to the almanacs. I told Mr. Brown at that interview, that Col. Goodloe was very much dissatisfied, and I advised Mr. Brown on that occasion to compromise the matter with Col. Goodloe if he could, and drop the charge of the old almanacs. I told him likewise that Col. Goodloe had said to me that he was determined to bring suit in chancery, if the matter or difficulty was not settled in some satisfactory way.

Rev. E. FOREMAN deposed as follows :

Question 1 : Did you, or not, buy ten or more shares of insurance stock from the Rev. J. H. Brown? Answer : I bought thirteen shares—ten for myself and three for my mother ; the certificate for all in my own name.

Question 2 : When was the purchase made, and what price did you pay? Answer : Within two or three days after the adjournment of the Synod of Kentucky, in October, 1849. I paid \$100 per share. The date at which the stock was transferred was November 13th, 1849. If I recollect aright, the money was paid two or three days before the stock was transferred. I paid cash for the whole amount.

Question 3 : What was the representation of the character of the stock made by Mr. Brown to you? Ans. : I can not recollect. I do not think the purchase was made upon any representation made by Mr. Brown to me.

Question 4 : Did, or not, Mr. Brown say to you that he would not sell his stock, but for his need of the money in paying for his farm? Answer : I would not like to swear that ; but I have an impression that it was so.

Question 5 : To whom did you pay the money for the stock, and what passed at the time of settlement? Answer : I paid the money to D. Brown, having been requested by J. H. Brown to call at the bookstore and pay the money to Dwight. All that I now recollect as having passed between Dwight and myself, in addition to the simple fact of my paying the money, was that I suggested whether the last dividend which was declared or was to have been declared, on the first Monday in November, and after the purchase was made, but before the money was paid, was not properly mine. Dwight answered, We claim the dividend. I did not receive the dividend.

Question 6 : Was it, or not, a total loss? Answer : It was.

Question 7 : Was it, or not, your impression prior to last September, that a dividend had been made in November, 1849? Answer : I had thought little about it until Dr. Bullock informed me in September last, that no dividend had been made in November, 1849, and I was surprised at the information which he communicated.

Question 8 : Did, or not, Mr. Brown ever make any proposition to you to return any portion of your loss? Answer : He did not. It has been suggested to me that the Presbytery might require Mr. Brown to refund to me. I wish it to be understood as my determination, under no circumstances to receive a dollar.

Question 9 : Did, or not, Mr. Brown at one time propose to sell you that stock at \$101 per share? Answer : In the month of June, (I think) 1849, Mr. Brown proposed to sell Mr. E. L. Shackelford, of Richmond, and myself, twenty shares of that stock at \$101 per share.

Question 10: What was your salary in 1849, and what has it been, up to the present time? Answer: My salary as pastor of the Richmond church was \$500. Recently the Presbytery of Transylvania have assigned me additional labor, and have promised additional means of support.

Question 11: Has not this loss been a very serious inconvenience to you in the comfortable support of your family? Answer: I do not know that it has.

Question 12: Did I, or not, read to you in September, 1852, the charges and specifications pertaining to this transaction, and ask you if the facts were correct so far as you knew, and did you not acquiesce in their correctness? Answer: You did read the 4th charge and specifications at the time mentioned, and I did acquiesce in the correctness of the following statements, to wit: "Mr. Brown sold to Mr. Foreman, who resided in Richmond, ten shares of said stock for himself, and three for his mother, an aged widow, at \$100 per share, that afterward the company made no dividend, but entirely failed, and every cent paid by Foreman was a total loss, and that after the total loss by Foreman and his mother, no suggestion has ever been made by Mr. Brown to bear any part of the loss."

Question 13: Did you, or not, say to me that you knew of your own personal knowledge, that some of the statements contained in charge 4th were incorrect? Answer: I did say to you that I did not purchase the stock because Mr. Brown made strong representations to me of the great value of said stock.

Question 14: Did you, or not, say to me that Mr. Brown, after the news of the St. Louis fire, still asked \$101 per share, stating that he believed it was worth that much, that you were willing to give it, but Mr. Shackelford was not, and hence you did not purchase? Answer: I recollect having asked Mr. Brown, immediately on his receiving intelligence of the St. Louis fire, whether he would not take less than \$101 per share, and he answered, No. I do not think I was willing to give more than par after the St. Louis fire; and I do not recollect that Mr. Shackelford and I had any conversation about purchasing the stock after the St. Louis fire. My impression now is, that it was a few days previous to the St. Louis fire that Mr. Shackelford and myself had a conversation with Mr. Brown about purchasing his stock, and that I was willing to give \$101 per share but Mr. Shackelford was not, and for that reason the purchase was not made.

Question 15: Do you mean to be understood as saying that Mr. Brown, neither at the time of your purchase from him nor previously, made any representation to you of his estimate of the value of the insurance stock? Answer: I have no distinct recollection of Mr. Brown's having made any representation to me of his estimate of the value of the stock further than is involved in the price he asked for it.

Question 16: Do you, or not, know that Mr. Brown has suffered in public estimation by reason of the rumors which have been spread concerning his transaction with you about this stock, and if you have so known, why have you remained silent while he was suffering? Answer: I did know that Mr. Brown was suffering in public estimation in consequence of the rumors which had been spread about this transaction, as well as in consequence of rumors about various other transactions, and up to September last I did not remain silent on the subject, but uniformly said that I believed Mr. B. had acted honorably with me, so far as I certainly know the facts in the case; while at times I have had apprehensions that all

was not right. But if by silence you mean why I have not written or published a denial of the charge against Mr. B., I would answer as follows: 1st. I ascertained that Mr. B. did not design noticing Mr. Goodloe's pamphlets, in which the charge was made public concerning this matter, and I therefore inferred that it could not be expected of me, that I would write or publish any statement concerning it. 2d. I supposed that if Mr. B. desired a written statement he would ask it. But as he did not make any such request, I did not furnish it unasked prior to the institution of proceedings in the case by West Lexington Presbytery. Since the institution of proceedings by Presbytery in the case, Mr. B. has called on me for a written statement. A third reason for not making any written or published statements, is the peculiar relation which I sustain to the friends, both of Mr. B. and Mr. G.

Question 17: What information did you get in September which led you to change your views or line of conduct in this matter? Answer: Dr. Bullock informed me that Mr. Abraham T. Skillman would testify before Presbytery, that he (Skillman) had informed Mr. Brown after the contract was made between Mr. Brown and myself, (but before the stock was transferred,) that the stock was worth but \$90 per share.

Question 18: Did Mr. Brown, at the time of your purchase, make any statements going to show that the company was embarrassed, and that there would probably be no dividend in November, 1849, and that a heavy call had been made upon the stockholders? Answer: I do not recollect that he did.

Question 19: Did you, or not, purchase the stock under an impression that it was yielding a fair dividend, and did you not expect that a dividend would be made in November, 1849? Answer: I purchased the stock under the impression that it had grown in value with immense rapidity, and with the expectation of a dividend in November, 1849.

Question 20: Did you, or not, believe when you received the certificate of transfer, that a dividend had been made in November, 1849? Answer: I did.

Question 21: Had you known the company was embarrassed at the time you made the purchase would you have made it on the terms which you did? Answer: I suppose that I would not.

*By Mr. Brown.*—Question 22: Was not the only conversation between you, Mr. Shackelford and myself in reference to the purchase of twenty shares of insurance stock, held in the clerk's office in Richmond in the year 1849? Answer: That is the only conversation which I remember between the parties named, on that subject, and it occurred at the time mentioned.

Question 23: What were you worth at the time you purchased the thirteen shares of insurance stock from me? Answer: About eight thousand dollars.

Question 24: What was the pecuniary condition of your mother at the time you purchased the stock for her? Answer: Comfortable and independent.

Question 25: Would the loss of \$300 be a serious inconvenience to her? Answer: She never so represented it to me.

Question 26: Did you not come to Lexington in 1852, and in company with Rev. Robert Breck, examine the books of the insurance office, and seek information from other sources as to the value of the stock at the

time I sold it to you? and, if so, what report did you make on your return to Richmond? Answer: I did come to Lexington with Mr. Breck in 1852, and did with him make some examination of the books, and did obtain information from certain individuals, and on my return to Richmond reported that I was convinced you had acted honorably with me.

Question 27: Did I ever have any pecuniary transaction with you to the amount of \$900, except the insurance transaction? Answer: I have no recollection of any transaction to that amount, or even approximation to it, with the exception named.

Question 28: You say you did not purchase the stock from any representations made by me. Please state from whose recommendation and representations you did make the purchase? Answer: I now remember that I was influenced in the purchase made, very considerably, by a statement made to me by M. T. Scott as to the great profitableness of the stock, and I think I was also influenced by what I considered the general high estimate in which the stock was held, and also by the fact that a number of the safest and most successful business men in this section of the country held stock in that company.

Question 29: Did you not know at the time you made the purchase that all insurance stock was precarious? Answer: I had little or no knowledge on the subject.

Question 30: Did you not have the matter of the purchase of my stock before your mind for months, and did I not give you the privilege of conferring with whom you pleased, and then to take, or not to take the stock, as you preferred? Answer: I did have the matter before my mind for months. I passed through Lexington on the day after the adjournment of the Synod of Kentucky, which met in Danville, in 1849, and on that day you gave me a day or two to determine whether I would take thirteen shares of your stock.

Question 31: Please state the circumstances under which I requested you to call at the bookstore and pay the amount (\$1,300) to Dwight? Answer: As well as I now recollect, I reached this place early in the morning, in the stage from Maysville, with my little son, and probably took breakfast at your house. It was at that time, and under those circumstances, I think, that you requested me to call at the bookstore and pay the money to Dwight.

*By Dr. Breckenridge.*—Question 32: If the insurance company were materially injured by the St. Louis fire, in the spring of 1849, and the company were in laboring circumstances during the summer of that year, and the stock under par in the autumn of that year in the market, would you, as the owner of that stock, in November, 1849, knowing these facts, have felt at liberty to sell your stock to any one who did not know them without communicating them to him? Answer: I would not.

Mr. Brown then gave notice that he took exception to this question, and appealed to Presbytery.

Question 33: Why not? Answer: Because I believe that a man selling an article to another is under moral obligation to make a full statement of the defects of that article.

*By T. W. Bullock.*—Question 34: At what time did you hold the conversation with M. T. Scott touching the value of the insurance stock? Answer: It was at the time that Mr. Scott was tarrying in the middle of the day at a tavern in Richmond, on his way from the Estill Springs to his

home. I think it was in the spring of 1849. I think it was before Mr. Brown came to Richmond, during that spring.

*By J. H. Brown.*—Question 35: Does not Mr. Goodloe say in his pamphlet, on page 18, that Mr. Brown sold Foreman ten shares of insurance stock for \$100 per share, just before the company broke? Answer: That is the substance of what he says.

Question 36: How long after the sale to you did the company make an assignment? Answer: I bought the stock in the autumn of 1849, and learned that the company had failed in the autumn of 1851.

*By Dr. Breckenridge.*—Question 37: Are you sure the company were not insolvent at the time you bought the stock? Answer: I am not.

*By Mr. Brown.*—Question 38: Did not Mr. Goodloe seek advice of you in reference to the purchase of the bookstore from me? Answer: He did.

Question 39: Did not Mr. Goodloe state to you at that time, that I had sent him to you for counsel and advice, inasmuch as you were an old bookseller, and understood the book business? Answer: My recollection is, that Mr. Brown had advised him to come to me to advise as to whether he should go into the book business. I do not recollect that he alluded to my being an old bookseller, etc.

Question 40: Did you not discourage Mr. Goodloe from making the purchase? Answer: We conversed a long while upon the subject; he stated his anxiety to get into that business; he said he was disgusted with the dry goods business, and was determined to quit it. He thought the business a very pleasant business, and would suit him exactly. I then pointed out to him—I felt it my duty to do so—all the difficulties and troubles attending that business, and his inexperience. As he had consulted me as a friend, I felt conscientious in regard to the matter, to give him the best light I could on the subject; and he has frequently since said to me, all that I said to him on that subject was calculated to discourage him from going into the business. When Mr. Brown came to consult me about buying the bookstore, I talked in the same manner to him.

Question 41: In your sale to Marshall, was not the invoice taken from the cost mark in the books? Answer: It was, according to my best recollection; I know it was.

Question 42: Did not all books and stock on hand pass from you to Marshall? Answer: All, except almanacs out of date; that is, almanacs made for the year previous to the sale, and all before that time, except the American almanacs, and such statistical and astronomical almanacs, which were passed to Mr. Marshall at marked prices. We had for some years kept a circulating library, books which were hired out to any person wishing to read, and willing to pay for the use of them. A great many of those books were nearly worn out. Those in that condition he took at valuation. I do not recollect what sort of valuation it was, but they were valued; nor do I recollect what number there was in that valuation. The balance, it is my opinion and recollection, were taken at cost mark. We added to this circulating library, all the new works we received from week to week.

Question 43: Did, or not, second-hand books, and all books traded for by the concern, pass to Mr. Marshall at cost? Answer: I have no recollection of having second-hand books on hand at the time of passing the stock to Marshall; but if we had, we always marked them at the time we paid for them, at what they cost us, and then they were passed at marked cost.

Question 44: Had you, while in the book business, any fractional part of a cent mark? Answer: None.

Question 45: How did you mark an article that cost any fractional part of a cent, below or above, or had you any uniform rule? Answer: I can not say positively; I do not know that we ever had any instances of the kind now.

Question 46: Does the invoice you hold in your hand purport to be an account of stock taken by Mr. Marshall, on the 1st of February, 1848? Answer: I think it does.

Question 47: Is the invoice you now further hold in your hand admitted to be the invoice from Brown to Goodloe? Answer: Yes, I have heard Mr. Brown and Col. Goodloe both say that it was that book.

Question 48: Do you not, on comparison of the invoice from Brown to Goodloe and the invoice which you suppose to be the one from Marshall to Brown, find Mr. Goodloe charged less for the same articles than Mr. Marshall charged Brown? Answer: I have examined four or five places where Mr. Goodloe is charged less than Mr. Brown was for the same article. In Mr. Brown's invoice from Marshall, as I believe it to be, Townsend's Commentaries is charged at \$6.60; the same item in Mr. Brown's invoice to Col. Goodloe, is charged at \$4.50. The others that I have noticed, show the difference to be smaller in amount, being low-priced articles.

Question 49: Mr. Griswold states in his deposition, "that, whenever an entry had been made in the invoice of Brown to Goodloe which could not be seen or understood by him, he made the valuation according to Mr. Brown's entry." Will you please compare the invoice of Brown to Goodloe with Griswold's invoice of valuation, on pages 44, 46, 47, 48, 91 and 28, and say if the charges are uniform? Answer: I find in 44 instances on those pages, and which I have examined, that they are all different.

Question 50: The stock of books was transferred to Mr. Goodloe about the first of March, 1850; Mr. Griswold states in his deposition, that he valued the stock in April, 1851. If Mr. Goodloe's books show that at that date, half the stock sold Goodloe by Brown, was sold and out of the house, from your knowledge of the book business, could Mr. Griswold fairly value that portion of the stock he never saw? Answer: I do not think he could, because not only books, but the prices of books, are continually changing; one book runs down, another takes its place. It is particularly so in regard to school-books.

Question 51: If Mr. Griswold and Mr. Gilbert, Mr. Goodloe's clerk, were the only persons engaged in the valuation of this stock, as shown by the depositions of Mr. Goodloe and Mr. Griswold, and if Mr. Gilbert did not enter Mr. Goodloe's store as his clerk until about the middle of May, 1850, two and a half months after the stock was transferred to Mr. Goodloe, and if, during this two and a half months, Mr. Goodloe's books show sales amounting to about \$3,303, and if neither Mr. Gilbert nor Mr. Griswold ever saw them, from your knowledge of the book business, could Mr. Gilbert describe to Mr. Griswold this stock, which he never saw, or could Mr. Griswold fairly value it? Answer: I never heard of those facts before, and if those are all true, then I do not think Mr. Gilbert could describe it to Mr. Griswold without seeing the books, or that Mr. Griswold could value it without seeing the books, as there are frequently various editions of the same works, cheaper editions, and those more expensive.

Question 52: How long were you engaged in the book business? Ans-



wer : About twenty years. I was in the book business about twenty years ; kept a bookstore about fifteen.

Question 53 : What part of the fifteen years did you occupy the stand I occupied at the time I sold to Mr. Goodloe ? Answer : I think about thirteen years—perhaps a little more.

Question 54 : Does not Mr. Goodloe say in his statement before the Encampment as follows : I knew that Mr. Brown bought out Marshall under the advice and attention of A. T. Skillman, an old book merchant ? Answer : Yes, it is said so in the document here, shown to me as his statement.

Question 55 : Did you ever give me such advice ? Answer : I never did. On the contrary, I advised him not to buy, unless he could get an experienced bookseller to manage it for him.

Question 56 : Did you ever say to Mr. Goodloe that you had advised me to purchase Marshall's stock ? Answer : I never did.

*By Dr. J. J. Bulluck.*—Question 57 : Does Mr. Goodloe say in his statement before the Encampment, that Mr. Skillman *told him* that he had advised Mr. Brown as afore mentioned ? Answer : He does not.

Question 58 : Did you, or not, assist Mr. Brown in any form in his bookstore ? Answer : In no other way than by giving recommendation by letters to friends in the East. Mr. Marshall was much better acquainted with the business than myself, and he remained with him in the bookstore some time after the purchase.

Question 59 : Would you consider the good will of such a bookstore as you sold to Marshall, and Marshall to Brown, an important part of the interest sold ? Answer : If you mean by good will, the location, the stand, and the influence of such a man as Mr. Brown, it would be worth a good deal.

Question 60 : From the best knowledge you have, has, or not, Colonel Goodloe lost that good will, so far as the large and wealthy congregation, of which Mr. Brown is the pastor, and his personal friends are concerned ? Answer : I think he has, in a great degree, so far as I have been informed.

Question 61 : Do you, or not, know that this has been in consequence of the difficulties growing out of the sale of the bookstore from Mr. Brown to Mr. Goodloe ? Answer : I think it has.

Question 62 : Have you any reason to believe that Mr. Brown has ever used any personal influence to promote the interest of Colonel Goodloe, as a bookseller, since his purchase of the bookstore ? Answer : I think he did, for some time, until the rupture took place between them ; since then, I do not think he has.

Question 63 : Have you any reason to believe that he has used any influence, in any way, to prevent his friends from dealing with Colonel Goodloe as a bookseller ? Answer : I do not know that he has. He never has tried to use any influence with me, and I have never heard any say that he has with them.

Question 64 : From the best information you have on the subject, do you, or not, believe that it would be considered personally offensive to Mr. Brown for any of the members of his church habitually to deal with Colonel Goodloe since the rupture ? Answer : I can not say whether it would or not. Mr. Brown has never conversed with me on that subject nor have I ever heard from any one else, what his mind was on that subject. I know that it was offensive to some members of his congregation.

Question 65: In the 14th question, on page 60 of testimony given before the Encampment, by Dwight Brown, does, or not, Rev. J. H. Brown ask this question: "Was, or not, Mr. Goodloe's manner and course to me, even after this, different to what it had been before; and did I not often speak to you about it, and say that I would cease to visit his store, but from my promise to give him my influence?" Answer: It is so written in the document shown to me, purporting to be a part of Dwight Brown's testimony before the Encampment, in the page and at the question numbered as above.

Question 66: Do you not suppose, that if the charge of small books in Griswold's valuation had been shown to him when he was before this commission as a witness, that he could have better explained the different discrepancies of charges than *you* could? Answer: I can not tell; I do not pretend to explain the discrepancies myself; I do not know Mr. Griswold.

Question 67: Do you profess to know the present eastern prices of books, and can you now tell the eastern prices of any books in Mr. Goodloe's store? Answer: I do not profess to know.

Question 68: Do you know that the books shown to you on the invoice of Brown to Goodloe, and Marshall to Brown, are the very same volumes and not the same works purchased at different times? Answer: In regard to some of the works, I know them to be the same; for instance, Townsend's Commentary, Camera Lucida, etc.

Question 69: From the charges of so many books on different pages of Brown's invoice to Goodloe, do you, or not, believe them to be small books, and what is their probable amount, and their average value? Answer: They amount to \$87.83, as they are invoiced in Mr. Brown's invoice to Goodloe and Marshall's invoice to Brown; these five items are charged in Marshall's invoice to Brown at \$20.22; in Brown's invoice to Goodloe, these five items are charged \$15.95, making a difference of \$4.27. The items are, Townsend's New Testament, in two volumes, in Marshall to Brown charged \$6.60, in Brown to Goodloe \$4.50; Camera Lucida, in Marshall's invoice to Brown \$10.00, in Brown's invoice to Goodloe \$8.00; French Cookery, in Marshall to Brown \$1.25, Brown to Goodloe \$1.20; Coit's Puritanism, in Marshall to Brown \$1.12, Brown to Goodloe \$1.10; upon examining two copies of the Farmer's Dictionary, I saw the marked price \$1.20.

Question 70: What was your usual amount of annual sales, when in the book business, and did you make any attempt to reduce the stock before you invoiced to Marshall, and what was the amount of stock sold to Marshall? Answer: We averaged about \$29,000 annual sales, for several years before we sold to Marshall. The amount of stock sold to Marshall was about \$9,000, including fixtures with the carriage. I did not make any attempt, immediately before selling, to reduce the stock. Some time before, the winter preceding the sale, I set my son up in business, in St. Louis, with \$5,000 worth of the stock.

Question 71: What amount of carriage did you charge Marshall on the whole amount of stock sold by you to him; include, also, cost of fixtures paid for to you, by Marshall; also, when you sold to him? Answer: In the contract between Mr. Marshall and myself, some time before he took possession, there was no specific understanding what the carriage should be; it was not mentioned in the contract; he was to pay cost and carriage; we left that to settle at the time we took the invoice. After we had com-

pleted making the invoice, I made up my mind to take five per cent. for carriage. He objected to that on the grounds I had made him a large sale, and he was making me large payments, and \$92.29 was the carriage, upon agreement, he paid me. When I concluded to take five per cent., I did not believe it would cover the carriage. I charged Mr. Marshall, for fixtures, \$300. I sold to him, I think, in December 1844.

Question 72: Examine Marshall's invoice to Brown, and state the amount of stock sold to Brown by Marshall, and what was the state of the sale? Answer: February 1, 1848, date of sale of Marshall to Brown; amount of stock sold by Marshall to Brown \$8,635.39, and fixtures and carriage included, \$976.03; fixtures alone \$400, carriage alone \$576.03.

Question 73: Examine the invoice of Brown to Goodloe, and state the amount sold by Brown to Goodloe; include the date when that sale was made, and state, whether, or not, Brown had not been, for months, reducing the stock, by selling at a small advance; and further, state the number of pages in each, the invoice of Skillman to Marshall, Marshall to Brown, and Brown to Goodloe. Answer: The amount of invoice of Brown to Goodloe appears to be \$8,934.18, besides the fixtures and carriage, fixtures \$465, carriage \$615.39, whole amount \$10,056.97; Brown's invoice to Goodloe bears date February 27, 1850. He commenced to reduce this stock from immediately after the contract with Goodloe was made, which, I understand, was November 10, 1849. The invoice of Skillman to Marshall contains a little more than forty pages, that of Marshall to Brown contains sixty-six pages, that of Brown to Goodloe contains 104 pages nearly.

Question 74: You have been called on to express an opinion as to the probability of Mr. Griswold's making a fair valuation of a stock of books, sold by Brown to Goodloe; will you state whether, or not, if Griswold had in his hand a published catalogue of books, with the prices, he could not give the value of the whole or any part of the stock contained in that printed catalogue, without seeing any portion of it? Answer: If he had a catalogue of every book that was there, the same editions and the prices were attached to every book that was there, I do not see what could hinder.

Question 75: If Griswold, in addition to published catalogues, had the invoice of Brown to Goodloe before him, could he, or not, determine the value of stock contained in that invoice from Brown to Goodloe without seeing any part of it? Answer: If he had a printed catalogue of all the prices, he could.

Question 76: If Griswold, in valuing the stock invoiced by Brown to Goodloe, should value them all according to the catalogue prices, as if they were new books and recent editions, would, or not, the advantage of that valuation be on the side of Brown and not of Goodloe? Answer: It would, provided the books could be bought at the catalogue prices. You can not always buy books at catalogue prices. I have been too often gulled myself, by the printed catalogues of eastern publishers, not to know this.

*By Mr. Brown.*—Question 77: Could Mr. Griswold know, without seeing the books, what editions they were, or what was the style of binding? Answer: He could not, certainly.

Question 78: If Mr. Griswold were ignorant of the editions and style of binding, could he give a fair valuation of the stock? Answer: He could not—very much of the value of the books depends upon the binding, and the manner in which it is gotten up.

Question 79: From your knowledge of the book business, what estimate would you place upon the valuation of a stock of books, if one half that stock to be valued never had been seen by the valuer? Answer: I do not see how he could get at the value of a book which he had never seen, there being such a great variety of binding and so many different editions of the works. If he was certain that it was the same edition and in the same binding with the particular price attached to it, he might have some guide to its value, but if he had never seen the book I do not understand how he could come at its value; I would not be willing for any one to value a stock of books for me in that manner.

*By Dr. Breckenridge.*—Question 80: You have stated that your average yearly sales for some years before you quit the book business amounted to about \$29,000; will you please state whether your sales would be greater at one period of the year than another, and if so, at which period they would be greater? Answer: We always had two dull seasons (we called them) in the year; one commencing pretty early in February and continuing partly through March, the other commencing about the first of July and continuing through August.

Question 81: Would you consider the period extending from the 10th of November to the 1st of March as good an average period for business, as any other in the year? Answer: I think so. The same length of time in any other part of the year could not be better than the period in question.

Question 72: State whether, or not, you are an elder of the church of which Mr. Brown is the pastor, have not been during all the time of these transactions, and were not for some years before? Answer: I am; have been, and was.

Question 83: In the case of the sale of the bookstore by Mr. Brown to Mr. Goodloe, with the understanding on the part of Goodloe that he had purchased the good will of the establishment, and the admission on the part of Mr. Brown that he had promised to use his influence in his favor, would you not consider a subsequent rupture between the parties sufficient ground to release Mr. Brown from the obligation of that promise? Answer: I think every conscientious man intends, and ought to do what he promises to do, unless circumstances occur to prevent his doing so; I believe in the fulfillment of contracts to the fullest extent. It would depend upon the circumstances; if Col. Goodloe had put it out of the power of Mr. Brown to do what he promised to do for him, he would be justified, I suppose, in not doing it. I believe that Mr. Brown, if it was in his power, ought to have done it; I do not know all the circumstances, and therefore I can not say.

Question 84: Have I pointed out to you a number of errors in extensions in invoice of Skillman to Marshall? Answer: You have.

Question 85: What amount of errors have I pointed out? What amount against Skillman? What amount against Marshall, and in whose handwriting is the invoice? Answer: I have examined the extensions as far as shown to me and find the errors to amount to \$40.13; amount against Skillman \$41.97; amount against Marshall \$6.16. The invoice is in the handwriting of Mr. Marshall, the extensions are all his, likewise additions and figures. I never knew there was a mistake until this morning. This is the first intimation I ever had of there being any mistakes.

Question 86: Do not some of these mistakes seem to be gross mis-

takes? Answer: They seem to be gross mistakes. I notice two in particular, one is to the amount of \$10; the item is 119 numbers of Harper's Family Bible at 16 cents, which amount (I having made the calculation) to \$19.04, it is extended in the invoice at \$9.04. The other instance I particularly notice is \$12.60; the item is 29 copies of Parley's School History at 45 cents per copy. Having made the calculation I find the amount to be \$13.05, it is extended in the invoice at \$0.45, which certainly is a very gross mistake.

Question 87: You testified on yesterday that you had no fractional work; are any of the mistakes shown you in your invoice to Marshall fractional? Answer: They are not.

Question 88: What reason can you assign why your invoice covers only forty pages when your stock and fixtures amounted to \$9,000? Answer: When we commenced taking the invoice Mr. Marshall and myself were both anxious to have it completed as soon as possible. In order to effect that object, we concluded to let Mr. McGinnis, the young gentleman whom I had in the store, and a gentleman (a bookseller) whom Mr. Marshall brought with him from Wheeling, take one side of the store, Mr. McGinnis giving out the cost marks and the number of books, and the other gentleman entering them on slips of paper, which papers we numbered Nos. 1, 2, 3, and 4; Mr. Marshall and myself taking the other side of the store, myself giving out the cost marks and the quantity of each, Mr. Marshall making the entries, extensions and additions, of what was then entered on the book. We then entered the lists as they are numbered here, Nos. 1, 2, 3, and 4, in the amounts without copying the items, the aggregate amount of the lists being \$3,114.46, which amount, I suppose, had the items been extended in the book, would have amounted to as many more pages in the invoice as we occupied. The great amount of the small articles being on that side of the store which was taken on slips of paper.

Question 89: On examining your invoice to Marshall do you not find a considerable number of articles charged in lots? Answer: I do.

Question 90: Could Mr. Marshall *possibly* have furnished me an invoice for such articles if I had demanded it? Answer: I do not suppose he could.

Question 91: There were \$3,114.46 of your stock sold to Marshall taken on slips of paper; could Marshall have furnished me an invoice for that if I had demanded it? Answer: He could not, because the slips were never filed or taken care of after we had made the entries of the amounts from them in the book.

Question 92: Including the amount taken on slips of paper and the amount charged in lots, was there not nearly one-half of your stock sold Marshall for which Marshall could not have furnished me an invoice, except from the marks on the articles themselves? Answer: Not quite three-eighths.

*By Dr. J. J. Bullock.*—Question 93: Were you purchasing a stock of books of Mr. Brown at original cost, and many articles were charged to you in lots, would you not consider Mr. Brown in honor bound to satisfy you of the cost, or else put them at valuation? Answer: I would at the time of taking the invoice, before the entries were made.

Question 94: If you were wholly unacquainted with the book business, and had failed to settle the matter at that time, would you not consider Mr. Brown in honor bound to satisfy you of their cost, or else to put them

to you at valuation, after the invoice was made, upon demand? Answer: I can not say what I would do.

Question 95: Were, or not, you and Mr. Marshall both experienced book merchants? Answer: We were.

Question 96: From the way in which your invoice to Marshall was taken, and from the knowledge of the parties, was it a matter of much consequence whether it was taken in a summary manner, or more in detail? Answer: It was not, provided there had been no mistakes.

Question 97: From Mr. Marshall's knowledge of the business, and from his being personally present, do you believe that you could have made any important mistakes without his finding them out? Answer: I suppose not.

Question 98: In making that invoice to Mr. Marshall, though the contract was for cost and carriage, did you feel yourself at liberty to charge original prices for old almanacs, and for books that were seriously damaged and torn? Answer: I did not do it, nor did I wish to do it.

Question 99: Are, or not, all the mistakes which have been pointed out to you, in the invoice from you to Mr. Marshall, mistakes in extension? Answer: They are.

Question 100: In buying out Mr. Harwood's shoestore what was your contract? Answer: My recollection is, that I was to give him cost for the stock, with the addition of five per cent. carriage.

Question 101: Did you pay cost for damaged boots and shoes under that contract? Answer: We paid cost for a large amount which my partner, after the invoice was taken, offered to him \$1,000 cost worth of them for \$500. We paid original cost for everything in the store. We did pay cost for a large amount of damaged stock—that is, stock that was soiled and out of fashion. We have been selling a good deal of that stock, and offering it at one-third of invoice price. *Fine ladies' shoes*, that cost us seventy-five cents, we sold at twenty-five cents. We did not know, and Mr. Harwood did not know, that all the goods that had been damaged (by reason of a fire that had occurred in Mr. Harwood's store before Mr. Skillman's purchase) had not been sold out previous to that purchase. We subsequently found a box that had been injured by the fire, and Mr. Harwood took back, of that box, such of the goods as had been damaged by the fire.

Question 102: You have said that the good will of such an establishment as that purchased by Goodloe from Brown, and the influence of such a man as Mr. Brown, was of considerable value; and in a former answer you seem to be doubtful whether, after Goodloe had paid for that good will and influence, Mr. Brown might not be released from his obligation so created, by a subsequent rupture with Goodloe. Will you now state whether, or not, Mr. Brown, supposing him to be released from his promise and obligation, was obliged by honor and good conscience to refund to Mr. Goodloe whatever Goodloe paid him for the good will of the establishment, and his (Brown's) personal influence? Answer: If he had paid him anything for that influence, (I don't know that he did,) I suppose that he ought, unless some circumstances should have happened which, in his mind, convinced his conscience that in his opinion it was not his duty to do so.

Question 103: When did you purchase stock of Dr. Hunt in the Lexington Fire and Marine Insurance Company? Answer: On the 6th day

of November, 1849, it was transferred to me, and I think I bought it on that day. I do not say positively it was that day.

Question 104: Was it, or not, on the day you purchased that stock that you informed Mr. Brown that the price of that stock was ninety dollars per share? Answer: It was on the day that I was offered the stock by Dr. Hunt for ninety dollars per share, and I think it was on that day that I purchased that stock.

Question 105: Do you know of any sales of this stock that were made after the St. Louis fire, (which occurred in May, 1849,) at \$100 per share, except a sale made to Henry C. Hart, of Paris, of nine shares, in August, 1849, previous to the sale made by Mr. Brown to Mr. Foreman? Answer: I have not examined so as to be able to say, and of myself *I can not* say.

*By Mr. Brown.*—Question 106: Did the Lexington Fire and Marine Insurance Company make either semi-annual or annual reports, furnishing to the public the condition of the company, such as banks make? Answer: Since my knowledge of the company they have never published a report of the condition of the company. The secretary always made out a report of the condition of the company for the board of directors at their semi-annual meetings, but it was not published.

Question 107: Had owners of stock, who were not directors, any opportunity of ascertaining the condition of the company, except from their semi-annual dividends? Answer: They had not. If they could ascertain anything by an examination of the books they had the privilege.

Question 108: Could stockholders have gotten any light as to the condition of the company from an examination of the books? Answer: As to the actual condition of the company they could not; as to a nominal condition an examination would have misguided them, as it did every one of the directors, without an exception.

Question 109: How long were you connected with the company as president or director? Answer: I acted as president for about three months. I was a director for about a year and six months.

Question 110: During the time of your acting either as president or director of the company, did you ever know me to examine the books of the company, or seek light in reference to the value of the stock? Answer: I never did.

Question 111: Were there not many reasons why private stockholders were not permitted to know the condition of the company, and if so please state some of them? Answer: I do not know of any reasons.

Question 112: When you purchased your stock of Dr. Hunt at ninety dollars, did you not do so with a full belief, from all the information you could procure, that the stock was worth that sum? Answer: I did. I believe that, at that time, the stock was worth about par. At that time our assets I think were equal to, if not greater, than our debts. When I purchased of Dr. Hunt I was a director, and I believed the assets to be perfectly good and available.

Question 113: Did I not state to you, at or about the time you bought Dr. Hunt's stock, that I had sold some stock to Mr. Foreman at par, and that I would not take less than par for what remaining stock I then had? Answer: You did. Likewise you said that you would not have sold what you did sell to Mr. Forman, but that you had use for the money.

Question 114: When did you advance twenty-five per cent. on your

stock, for the purpose of sustaining the company? Answer: Some time in September or October, 1851.

Question 115: What time did the company make an assignment? Answer: Some time in November, 1851.

Question 116: Explain how it was that the directory could not understand the condition of the company? Answer: I did not understand, as director of the company, its true condition, because I believed that the nominal assets were perfectly good and available; if they had been, the company would have been solvent, and its stock worth par; but they proved to be entirely worthless and unavailable in a great measure. In addition to the losses of which we knew, there were many losses of which they had no knowledge, which were brought in, and which I presume compelled the company to make its deed of assignment, (at the time of the assignment, I was neither a director nor the president, and therefore I do not certainly know that these were the grounds of that deed, but believe they were). We had agencies almost all over the United States. They reported to us monthly what they had done for that month—what was the amount of premiums on what they had done; these amounts were entered upon our books, as assets in favor of the company; these premiums consisted chiefly in what were called premium notes—notes given for property insured—and running from six months to two years, and in some instances to three years, such as those taken on whaling vessels.

Question 117: What were about the average monthly receipts of the company? Answer: From \$50,000 to \$75,000, principally in such assets as I have mentioned.

Question 118: What were about the monthly average of the losses of the company? Answer: During the three months that I was president, to my best recollection, the reported losses averaged from \$30,000 to \$35,000 per month; the actual losses I am unable to state.

Question 119: What was the actual capital of the company, on which they did business? Answer: \$300,000, all paid in.

Question 120: Would not the apparent condition of the company as exhibited by the books have shown that the stock was worth par? Answer: During the time with which I was acquainted with it, it would for part of that time. For some time after the St. Louis fire, it would not. Before November, I think, we had apparently recovered from the losses of the St. Louis fire. The losses at St. Louis were in all about \$75,000.

Question 121: You have stated that in November, 1849, you then believed that the stock was worth par. If you had been disposed to sell your stock at that time, would you have been willing to receive \$100 per share, what you believed it to be worth? Answer: I can not say. If I had desired to sell it, it is likely I would have been willing; but I had confidence in the company, and did not wish to sell. My capital was already invested, and I did not wish to reinvest.

*By J. J. Bullock.*—Question 122: Were not a number of the directors of the company members of Mr. Brown's church and congregation? Answer: A majority of them were, I think, during the time I was connected with the board. A number of the officers of all the moneyed institutions in the city were also at that time members of the same church and congregation.

Question 123: Was that stock considered to be as valuable, and was it as much in demand after the St. Louis fire, and after the death of Mr. J.



W. Hunt as before? Answer: I think there were not a great many sales at par after these events; I do not think it was so much in demand. I do not know what other people thought about its value; I thought it was good.

Question 124: Do you know of any sale after the St. Louis fire, at par, except a few shares to Henry C. Hart, in August, and the sale made by Mr. Brown to Mr. Foreman? Answer: I do not.

Question 125: Was that stock, to the best of your knowledge, ever sold, at any time, for more than par? Answer: It was. I gave more than that myself for a part of my stock. I gave to Henry T. Duncan fifty cents on the share above par for 75 or 100 shares, (I do not remember which,) immediately after the dividend was made in May, 1849, and just before the St. Louis fire. At the time that dividend was made I owned no stock in the company.

Question 126: What was your loss by that company? Answer: I suppose it was \$70,000, at least.

Question 127: What was your knowledge of this matter that caused you to say to me, in a conversation immediately previous to the meeting of the Presbytery at Nicholasville, that this affair had caused you more trouble than all your own loss of stock? Answer: I may be so constituted that my own losses affect me less than those of others, from my feeling satisfied to trust in the providence of God, to supply as I may need. In that conversation, which was sought by you, I gave my answers, saying that I was afraid that growing out of that transaction there would be hard feeling between our pastor and Mr. Foreman in consequence of this failure of the company; and it was that fact, and not that I had any fears as to the guilt of Mr. Brown, that troubled me worse than anything else; and I told you in that conversation, that I did not believe Mr. Brown was guilty of fraud in the transaction. There was something said about restitution. I told him if restitution was intended, that was another matter, and was a case of conscience with Mr. Brown.

*By Mr. Brown.*—Question 128: Was Mr. Hunt president of the L. F. and M. Ins. Co., at the time of his death, and what were his views of the stock up to that time? Answer: Mr. Hunt was president of Lexington Insurance Company until he died; and he believed it to be, as he told me a few weeks before he died, a sound institution, and that it would be always able to pay 10 per cent.

*By T. W. Bullock.*—Question 129: You state that at the time you bought Dr. Hunt's stock at \$90 per share, that you believed that the stock was worth about par. Do you mean by that statement that it was par in the market, or that intrinsically it was worth par? Answer: I mean the stock was intrinsically worth par at the time I bought Dr. Hunt's stock at 90.

*By Dr. R. J. Breckenridge.*—Question 130: Did, or not, the Insurance Company make a total failure, and did not the stockholders, at the time of the assignment, lose all their stock? Answer: It did.

Question 131: State what you know concerning the difficulties between Mr. Brown and Mr. Weir, alluded to in the last charge? Answer: All I know about it is from the statement of both parties, before the session of the Second Presbyterian Church, convened for the purpose of settling the difficulty. The greatest difficulty between them seemed to be about the measurement of cord-wood. Mr. Brown had employed Mr. Weir to chop cord-wood for him. After the wood was sold and hauled away, Mr. Weir was dissatisfied with the amount; it was less than he had expected. Mr.

Brown contended that he had nothing to do with the measurement of the wood [The wood belonged to Mr. Brown. It was sold to Mr. Oldham by Mr. Brown, and Mr. Oldham hauled it to the factory and measured it there.] Mr. Brown thought it was very strange to complain of him because the wood did not hold out as much as Mr. Weir expected, because it would be to his (Mr. B.'s) interest to have as many cords as possible, as he was to get the pay for them. This was the only thing, if I recollect aright, of which Mr. Weir complained against Mr. Brown. Perhaps he added, that Mr. Brown had not treated him in such a way as he was entitled to. Mr. Brown complained of some things on the part of Mr. Weir. I think it was at that time that Mr. Weir became fully satisfied, and so expressed himself, that the charge he had made against Mr. Brown was unfounded, and he was wrong in having made it. The difficulty was all settled as I then understood, and they parted friends, and have been such ever since, as far as I know.

Question 132: Do you mean to state that you know of no other cause of difficulty between Mr. Brown and Mr. Weir, but that of the wood, and that Mr. Weir alleged nothing respecting the wood, but that it came short of the measure? Answer: I do not think there was any other difficulty but that relating to the wood. The question, however, reminds me, if I recollect aright, that there was something said about Mr. Brown's making use of some of the wood; of this, however, I can't say positively. If so, that Mr. Brown contended that it was by Mr. Weir's permission that he had used it, and it was his own wood; and he always intended to pay him for the chopping. The matter was wholly settled, and they left the session entirely satisfied. Mr. Weir acknowledged that he was wrong.

Question 133: Do you mean to say, that all you know concerning the difficulty between Mr. Brown and Mr. Weir is confined to what you ascertained at that meeting of the session? Answer: I do mean that I know of nothing else.

Question 134: Was that a regular meeting of the session, or one convened for that purpose? Answer: It was an informal meeting of the members constituting the session, for that purpose, in the session room of this church.

Question 135: Who convened that meeting, and how? Answer: I think brother Leavey, and brother Kinkead, and myself, heard of the difficulty, and concluded to settle the matter if we could—and we had no doubt we could—and invited brother Weir and brother Brown to meet us, which they were willing to do, and did meet with the remainder of the session.

Question 136: I understand you to say that, at that meeting, nothing else was discussed, and nothing else settled, but that which related to that cord-wood? Answer: That is my recollection.

Question 137: State what you know of the pecuniary condition of Mr. Brown, the size of his family, and the salary from his church? Answer: Salary \$1,200. Has but one child, a son grown; he has three minors dependent upon him, his deceased sister's children, which he adopted about eighteen months since, as I have understood. He has a very good farm; whether it is paid for or not, I do not know. What Mr. Brown is worth, I have never understood; I suppose that he is in very good circumstances.

Question 138: Do you not know that Mr. Brown has been, for some years back, more or less in delicate health, and that he has not been able to discharge with regularity the duties of the pulpit? Answer: I do; he

has not been able at all times to perform with regularity his ministerial duties.

Question 139 : What has been the habit of the congregation in regard to the payment of Mr. Brown's salary, during the period of his inability to supply the pulpit? Answer: His salary has been constantly paid. The habit of the congregation has been to pay their supplies. Mr. Brown employed and paid Mr. Lowry for his assistance of him in the pulpit during one month.

*By Mr. Brown.*—Question 140 : Do you not know, that for several years past, Mr. Brown has contributed largely to the support of an aged mother, and other relations in dependent circumstances? Answer: I have always understood that his mother was entirely dependent upon him; she has been a member of his family for the last year; I know of no others but the three orphans before mentioned.

Question 141 : Did not Dr. Young, in company with Mr. Jacobs, of Danville, visit Lexington, in the summer of 1851, and examine into the condition of the Lexington Fire and Marine Insurance Company, and express to you the result of that examination; and if so, what was it? Answer: They did visit Lexington some time during the summer of 1851, and for that specific purpose, as I understood them to say. It was while I was president of the institution, and I was there during the whole time they were examining the books. After they had so examined, Dr. Young asked me my opinion about the institution. I told him that I had confidence in it; that during the time I had been acting as president, we had been making money and decreasing our debt at the rate of about \$15,000 per month; but I said to him, the whole matter depends entirely upon the Almighty. He replied, it depends upon that. He left very soon afterward, apparently satisfied.

Mr. M. B. MORRISON.

Question 1 : Please state what you know concerning the transaction between Mr. Brown and Col. Goodloe, relative to the bookstore? Answer: I submit my deposition before Encampment as testimony.

*By D. S. Goodloe.*—Question 2 : After examining of invoice of Marshall to Brown, do you find that portions of the stock are invoiced less than the original cost? Answer: On examination of Marshall's invoice to Brown, I find some articles similarly charged at less from the former, than from Brown to Goodloe—maps, music, etc.

Question 3 : In taking an account of stock, do you invoice everything at original cost, or do you invoice articles that are out of fashion and valueless, for less than original cost? Answer: I do not invoice all goods at original cost, but in all cases, when goods become old fashioned and out of style, or moth-eaten, I always place them at a large discount—more than one half.

Question 4 : In your long experience in business, have you ever seen as many "overcharges" in any invoice, as there are in the invoice of Brown to Goodloe? Answer: I have never seen as many "overcharges" in any invoice taken by myself, nor have I heard of it in others, except in the invoice of A. Phelps to D. P. Hart & Co., where the "overcharges" amounted to as many more, and in amount to near \$1,063. He sold out at cost, and yet it was proven that coats that cost \$10.50, Phelps charged at \$11.75; yet he professes to have sold them to us at cost.

Question 5 : In buying a stock of books or goods, is it proper to invoice

goods or books the person selling has on commission for sale in another state, without the consent of the person buying? Answer: It is not.

*By Mr. Brown.*—Question 6: Have you in all your examination of Brown's invoice to Goodloe, been shown any charge which is not susceptible of satisfactory explanation? Answer: I answer yes, the charges of the six maps in the invoice for \$5. I would say that the best clerk or accountant, not acquainted with the invoice, might have made the extensions of the maps \$30 as Mr. Brown has done. I think it very probable that I would have done so, from the fact that the maps I have purchased have generally cost me \$10 to \$12, yet there is a wide difference in the words for five dollars, or at five dollars; this entry I think any or the best of clerks might have made either way. Again, in regard to the congressional debates, or executive documents, those books numbering near one hundred volumes, and purchased by Mr. Brown in Richmond, Kentucky. I have always thought that Mr. Brown should recollect what those books cost, as they did not belong to the general stock sold by Marshall. Were I to make a purchase of say two or three hundred coats in Philadelphia, I presume I would not recollect the cost of twenty lots of coats; yet on my way home, if I should find it necessary to make a purchase of a heavy beaver overcoat in Baltimore, I am sure that I would recollect whether that beaver cost me \$12, \$20 or \$40 in cash. But should I trade for the coat, and give other articles in exchange, such as Rice and Campbell debates, that only cost me \$12, and sold them for \$20 or \$40 in exchange for the coat, and if after my return I were to invoice it as part of my stock, I would put it down at what it really cost; but should any one take a fancy to the coat and wish to purchase it, I would say that the coat cost me \$40, but it was in the way of a trade. This would be my version of that entry. Yet the other might be considered, and legitimately so by others, to be the cost. Now, if Mr. Brown traded his Campbell and Rice debates for the congressional debates, as I understand him, I think Mr. Brown perfectly justifiable in charging the \$40.

Question 7: If you were to sell your entire stock now on hand, at cost and 7 per cent., would you not feel authorized to charge every article at what it cost you? Answer: If I were to sell my entire stock of goods at cost and 7 per cent., I would consider that the old and new goods were to be taken at cost and 7 per cent. as agreed upon; but not those that were injured or moth-eaten. They should be taken at agreed valuation.

Question 8: Do you not know from frequent conversations between us, that I was sole proprietor and owner of the bookstore? Answer: I do not recollect of ever having had a conversation with Mr. Brown in regard to the ownership of the bookstore.

Question 9: Who showed you overcharges and errors in the invoice? Answer: I answer that Col. Goodloe showed me the invoice.

Question 10: Are you not probably mistaken when you state that J. H. Brown told you that he purchased the congressional documents in exchange for debates? Answer: The only way in which I can answer the above question, will be to detail as near as I can, the whole conversation in relation to the exchange of the debates.

On the evening of the same day I was before the committee to answer questions propounded by Col. Goodloe to me, Mr. Brown called at my store, and by ourselves we entered into a conversation in regard to the controversy then going on between himself and Col. Goodloe. I re-

marked to him that the maps were a matter easily explained, I thought, and went on to give the same version of it which is now before your committee, which I believe is question 1st, but remarked to Mr. Brown that there was one matter that had always made an impression on my mind, that was the congressional debates, and would be pleased if he would explain that matter to me. He remarked, Yes, and went on to explain it as follows, as I understood him: that he was very little at the bookstore, that he was in the habit of going about exchanging his Rice and Campbell debates for other books; that he had given some two thousand dollars for it, and wished to make the most out of it. I remarked I was glad to hear the explanation, and if so, I hoped he would be triumphant; but the impression left on my mind was that it was in the way of a trade, and with the Rice and Campbell debates for the congressional debates. I say this was my impression, as no other inference could be drawn without a further explanation, which was not given at that time, that I recollect, but do not recollect certainly that Mr. Brown said that he had traded or exchanged those books for the others. He then remarked that he had some questions to propose to me. I told him I would answer them with pleasure. He wrote them out and left them with me. That night I wrote the answers to his questions, and in the morning I copied them. While doing so, Mr. Brown came in and found Dr. Ayres at my desk. I had been in search of Dr. Ayres the previous evening, to know of him if the 5th and 6th questions were not of the same character of those asked by Col. Goodloe. He remarked, They were. I told him I had nevertheless answered the questions in a sealed note directed to him, which, with the consent of Col. Goodloe, Mr. Brown and the committee might be read. After I had finished writing the answers, I placed them on the desk. Mr. Brown had previously remarked that he would send or call for them in the course of an hour. Who took them away I know not; on the morning of the next day Mr. Brown handed me back the questions and answers, stating that they were of the same character as those asked by Mr. Goodloe, and had no use for them and I might destroy or burn them; but to retain the sealed note to Dr. Ayres, that he might have use for it. I placed them in my drawer. Of the way that those papers afterward got into the hands of the committee, you are already apprised. Had not the Browning affair been introduced, I presume *they* never would have been introduced; but I became excited, and told the committee that if they sent for the papers they could get them, remarking to Col. Goodloe that he had forced those papers from me, and would have to abide the consequences. The questions and answers were accordingly delivered to one of the committee.

Mr. Brown on last evening asked me if I was not mistaken in regard to his saying to me in the explanation given about the manner and way of his obtaining the congressional debates. I remarked to him I thought I had made a true statement, as I understood it, but if I had done him injustice, I would have the matter corrected. He then made his statement of the matter. I did not fully comprehend his version, and asked him to write out his understanding of the case, of which the following is a copy, as I promised to do so to Mr. Brown.

Copy of Mr. Brown's statement in regard to the conversation:

"Having had a conversation with J. H. Brown, in relation to the congressional documents, I have no doubt that I misapprehended him, and I doubt not Mr. Brown stated that the congressional documents were pur-

chased at auction, and not procured in exchange for debates. That impression was made on my mind by the fact that Mr. B. did exchange the debates for many books, which Mr. B. stated to me in the conversation."

I promised Mr. Brown if he would write out his views I would copy them off, which you now have. In conclusion I have only to say, that I wrote out my understanding of our conversation in regard to the maps and congressional debates, and the way they were got, on the same night of the day we had the conversation, nor can I see how it is possible for me to be mistaken, although Mr. Brown thinks differently. I still think now, as I did then, that the impression made on my mind is correctly detailed in this, as well as in other writings before the committee. But you have Mr. Brown's version of it, as well as that of, your obedient servant,

M. B. MORRISON.

Deposition of M. B. MORRISON.

On Monday morning, the 17th May, Mr. Brown called on me, and held the following conversation: He said that he wished to retake my evidence in the case of Goodloe and himself. I replied that I could not do so; that when last before the committee, I said I would not give further evidence in the matter, and so washed my hands of the matter. I told him further, that all I had to say on the subject was on file with the committee. He said I would not surely refuse him the use of my testimony. I told him he could see all that I had to say by reference to my evidence on record. He said, No; that there was no statement of mine on record; that the committee had refused to receive my testimony, and had returned the same to me, the questions asked being illegal. I told him that the committee had never returned anything to me, and presumed that Col. Goodloe would not have refused to my testimony unless it was a matter of record. He then said, was it not possible for me to be mistaken in our conversation in regard to his exchanging the Rice and Campbell debates for the congressional reports? I told him, No, and then went on to detail my evidence in regard to the questions asked by him, also that of Col. Goodloe's private character; and that if I was mistaken in one, I must be mistaken in the other, and in order to show and convince him that I could not be mistaken in my version of the matter, that after I had told him how easy it might be for any one not acquainted with the invoice to have made a mistake in regard to the extension of the maps, but that the congressional debates was the elephant with me, etc. That after his explanation of the manner of the exchange of one for the other, that so rejoiced was I, that I slapped him familiarly and with feelings of pleasure on the *knee*, and wished he might be *triumphant*. Immediately after this familiar slap, he arose, went to the desk, and propounded the questions, and I immediately commenced the answers, and that it was impossible for me to fabricate a tale of the sort. He replied that he did not question or doubt my veracity, believed that I had stated what I believed to be true, said still I must be mistaken, and asked this question of me: If it would not be very weak and foolish in him to have told me that he had made the exchange of the Rice and Campbell for the congressional, when he knew that Goodloe had filed the certificate of White's executors, not twenty-four hours before, stating that the books were bought for say \$12.00? I admitted the fact that it was not smart in him, unless he wished to *convince* me alone, that *that* was the way he got the congressional debates. That I should have expected a different tale from a smart, shrewd, cunning man like himself, but that I

could arrive at no other conclusion from my former statement, as no conversation or further explanation took place after his explanation of the exchange and my slapping him on his knee. That then he arose and wrote out his questions for me to answer, which I did, and presumed he would find them filed with the committee, and had nothing further to say. In conclusion he said, that that man Goodloe or himself must fall before this community; that he had the evidence to prove his character of the blackest dye, and would prove it so to this community; he himself was not the rascal that Goodloe had tried to make him out; that he knew that there was a secret combination to try to put him down; that he knew it all. I asked him if I was one. He said, No, but that he would prove Goodloe's charges false. I told him that certainly he should reply to Col. Goodloe's charges, and that he had my best wishes for his triumphant vindication of the charges. Here the conversation ceased.

Question 11: When Mr. Brown returned to you the questions you had answered, and directed you to burn or destroy them, did he make any further explanations? Answer: None.

Question 12: Have you ever known of an instance of a man's doing business, under his own name, amounting to \$15,000 annually, and he not interested one cent in the business? Answer: I have not.

Question 13: Who do you suppose was the owner, in whole, or in part, of the bookstore carried on by, and under the sign, Dwight Brown? Answer: In the settlement of our accounts, they were headed Dwight Brown; the stationery I purchased I bought of him, and as far as my knowledge goes, I supposed *him* to be the owner of the establishment.

*Cross-examined by Mr. Brown.*—Question 14: Was my application to you for a repetition of the *whole* of your testimony, or only for that portion which had been rejected by the committee of the Encampment, as inapplicable, and which, Dr. Ayres stated, could not be found? Answer: I do not recollect. I did not know at the time, of any part of the testimony being rejected, nor until the Monday morning preceding the publication of Mr. Brown's pamphlet. The statement I have made, additional to the one before the Encampment, was prepared previous to that information's being conveyed to me.

Mr. W. A. LEAVEY was then sworn, and deposed as follows:

Question: Do you, or not, adopt the testimony given by you before the Encampment, as your deposition before this commission? Answer: I do, as far as it goes, with this addition, in answer to the question, "Were, or not, your bills and accounts of purchases, at the store, made out in the name of Dwight Brown, as I find in reference to my books?"

Deposition of W. A. LEAVEY.

Question 1: Are you an elder in the Second Presbyterian church in Lexington? Answer: Yes.

Question 2: Is the Rev. J. H. Brown pastor of the Second Presbyterian church in Lexington? Answer: Yes.

Question 3: Did the Rev. J. H. Brown live in Richmond, and have the pastoral charge, for some fifteen years, of the Presbyterian church in Richmond? Answer: Yes.

Question 4: Did Goodloe formerly live in Richmond and remove to Lexington, a short time after the Rev. J. H. Brown? Answer: I was not acquainted with G. before he came to Lexington, but have no doubt of Richmond's being his residence before.

Question 5: Do you not know that Goodloe, from his long acquaintance with Brown, was very fond of Brown, and that he had a great deal of confidence in him? Answer: I do not doubt the fact of his long acquaintance with Mr. Brown, and of his confidence in him.

Question 6: Have you not been a regular customer of the bookstore, when kept by Skillman, by Marshall, by Dwight Brown, and now trade with Goodloe? Answer: I have bought books of each firm; sometimes for cash in hand, and sometimes having an open account.

Question 7: Did Skillman, Marshall, and Dwight Brown each, when in business, do business in their own name? Answer: They did, so far as I know.

Question 8: Was your account with Skillman made out in favor of A. T. Skillman; your account with C. S. Marshall in favor of C. S. Marshall; your account with Brown in favor of Dwight Brown? Answer: It was the case with all, except the last, and suppose it was so with him, though I am not sure of having any account rendered by him.

Question 9: Did Dwight Brown conduct business under the sign of Dwight Brown, and his advertisement call your attention to Dwight Brown's bookstore? Answer: The sign was in his name, and I always understood the business was conducted in his name.

Question 10: Did you ever hear Mr. Brown say that he bought the bookstore for Dwight, or that the bookstore was Dwight's? Answer: I do not remember any particular conversation with Mr. Brown on this subject.

Question 11: Had Dwight Brown sold out the most desirable of his stock when Goodloe took possession of the bookstore? Answer: I do not know that he had; but the sales were active a short time before taking account of stock, as I understood, with the aim of reducing the amount. I suppose many of the most salable books were sold at that time.

Question 12: Have you not some acquaintance with the book trade, and been in the habit of visiting the bookstore often, for fifteen or twenty years, and had some knowledge of the quality and condition of the stock? Answer: During that length of time, and longer, I have bought a great many books for myself and friends, and for the Lexington Library, and have been familiar with the bookstore, though not with what may be called the book trade.

Question 13: What did Mr. Brown think his stock would amount to when he invoiced it to me? Answer: I think he told me about the time he had commenced taking stock, or shortly afterward, that he thought the stock would amount to about \$8,000.

Question 14: By examining Marshall's invoice to Brown, do you not find that Marshall did not sell to Brown at original cost, and that many lots are valued at an agreed price? Answer: I have made no examination of Marshall's invoice.

Question 15: Did not Goodloe, privately, show you errors in Brown's invoice to him, and request you to see Mr. Brown and get him to settle the matter privately? Answer: He did; some time, I think, in the month of January last, and he, at the same time, claimed that the stock of books was not such a one as Mr. Brown had represented it to him, and that he would like an amicable settlement of the whole matter; otherwise he would be compelled to a different (or legal) resort.

Question 16: What did Mr. Brown say when you mentioned the matter



to him? Answer: He said any mistakes or errors in the invoice he had no objections to correct; but that *that* would not satisfy Mr. Goodloe; that he made no representation of the stock of books to him which was not strictly true; that the written contract between them would show for itself, which he held, as also Goodloe's notes.

Question 17: Did Goodloe say to you, that he was willing that you, A. T. Skillman, or Mr. Brown's elders, or the elders of any Presbyterian church in the country, might settle the matters of difference? Answer: He did; but I replied to him, that I did not think it would be a suitable or proper tribunal for the settlement.

Question 18: Did Goodloe manifest a disposition to settle the matter liberally, and say he would make any reasonable sacrifice rather than make the matter public, fearing that it would injure Mr. Brown and the church? Answer: I did not doubt the earnestness and sincerity of Col. Goodloe's desire for the early amicable settlement of their accounts, both from the considerations mentioned, and to which I remember his making allusion, and to that of his own interest; but I do not remember his expressing to me his willingness to settle the matter "liberally," or to make any "sacrifice" to this end. Had he done so, I certainly would have carried the message to Mr. Brown.

Question 19: Did not Mr. Brown say before the session of his church, that the large lot of almanacs charged, was for the year 1850, and the small lot for the previous years? Answer: I do not recollect his statements of the comparative number, etc., of these years; but I think he said the almanacs were charged to him, and he considered the charge also legitimate in his invoice to Goodloe.

Question 20: Did not Dwight Brown and his father mark the catalogue, and make out memorandum for my first purchase of stock? Answer: I do not know.

Question 21: When the catalogue is properly marked, and memorandums carefully made out, could not Goodloe buy a good stock? Answer: I suppose he might, so far as the ordinary demand would go.

Question 22: Did you look through the first stock bought by Goodloe, and was it not generally good; and, so far as you were shown, at much less prices than B.'s stock, sold to Goodloe? Answer: I do not think I examined it sufficiently to form an opinion, not having my attention called to it with that view.

Question 23: Are there many articles kept in a bookstore, such as stationery, wall-paper, cutlery, work-boxes, baskets, fancy note-paper, and many fancy articles, comprising near half of stock, that Goodloe's experience, of fifteen years as a dry goods merchant, would enable him to buy quite as well as Dwight Brown? Answer: I do not know what proportion these stationery or miscellaneous articles bear to the general stock; but have no doubt they could be as well bought by G. as by B.

Question 24: Have you, in your long experience as a dry goods merchant for many years, ever seen as many overcharges as there are in the invoice of Brown to Goodloe? Answer: I do not remember any; but such errors often take place, and I believe are common in taking a whole account of an old stock.

Question 25: Have you ever known of an instance of a man's doing business amounting to \$15,000 per year, under his own name, and he not interested to the amount of one cent in that business? Answer: I do not

at this time remember any, except where it was commonly known and understood that the individual acted as agent for another or others.

*By Mr. Brown.*—Question 26: Did, or not, Mr. Goodloe represent to you that he (Goodloe) was anxious to arbitrate the matters of difference between Brown and Goodloe, on fair and equitable terms? Answer: He did.

Question 27: Did he, or not, say he was willing to leave the whole matter to elders of Brown's church, but that Brown declined? Answer: He expressed that willingness to me. I think he subsequently told me that Mr. Brown was not willing to such reference.

Question 28: Did Goodloe assign to you Brown's reason to him for declining his proposition? Did Mr. Brown manifest a willingness to settle the matters? Was he willing to leave it to business men? How did he receive the proposition to settle? Answer: I think he informed me that Mr. Brown was unwilling to any reference which did not embrace a member of the legal profession.

Question 29: Did not Mr. Goodloe frequently express to you his regrets that Mr. Brown would not agree to an amicable and equitable settlement of the differences between Brown and himself by arbitration? Answer: He did, and with increased impatience until the reference was made.

Question 30: Did, or not, Mr. Goodloe privately show you errors in Mr. Brown's invoice to him, and request you to see Mr. Brown and prevail on him to settle the matter privately, and if so please give a more minute detail of the circumstances connected with your interview with Mr. Brown? Answer: He did, and I submit the following written statement, to wit:

I am requested to detail in a more minute manner than I did in answering the questions put me before the legal arbitration in the case, the particulars of Colonel Goodloe's message to Mr. Brown through me, and the circumstances attending it, and as they have been in a particular manner impressed on my memory, I shall proceed to do so to the best of my recollection, withholding nothing that I consider has any bearing upon its merits.

In the month of January, 1851, (I think in the early part of that month,) while behind his counter looking at some books, Colonel Goodloe came up to me and surprised me by stating that there was a difference or difficulty of considerable consequence or importance between himself and Mr. Brown in their business which was unsettled, and he brought the notice of it to me as a friend of Mr. Brown, and as one of the elders of his church, with the request that I would see Mr. Brown as soon as convenient, and see if he would settle the matter with him in an amicable way, saying to me if it was not thus settled speedily, he would feel himself compelled to another or legal resort. He had no doubt in such case, he said, of obtaining his rights; but he did not wish to injure Mr. Brown or the church. He then went on to state briefly his claims. He said there were obviously many unjust and improper charges in the invoice of books. Specified that there were among other things a large quantity of almanacs, (I think he said somewhere about two thousand,) which he said he had been charged full price for; that there were a great many second-hand or defaced books, some of them with names in; and either then or some other early subsequent occasion calling my attention to parts of the invoice, and an inspection of the books. But he said his greatest grievance was, the stock of books as a whole; that Mr. Brown had sold them to him as a good stock of books, whereas, unquestionably, they were a very bad stock. Reiterated that he wished nothing but

what was right and fair, and a full settlement, upon equitable principles, with Mr. Brown; that he was willing to leave the whole matter to referees, disinterested gentlemen of business; that he would not have the least objection to leave it to the elders of Mr. Brown's church, or a portion of them, or of other Presbyterian churches. I told him, as elders of Mr. Brown's church, I did not think it proper. If both parties were willing, that we could take it upon ourselves to settle their business for them, in my view of the question, as referees. I asked him if he had named the subject (of his claims) to Mr. Brown himself? He told me that he had, some time before; that Mr. Brown treated the matter with some indifference, and he had no satisfaction from him; that he now seldom saw him, and then he seemed to be in a hurry; and he supposed he rarely came to town except on the sabbath.

The first time I made it my business to speak to Mr. Brown on the subject, was on Saturday, 25th January, 1851, being immediately after sermon on that day. I overtook him as he was about entering the Northern Bank; I told him that I had hailed him for the purpose of telling him that I thought it a matter of importance, that the difference between Col. Goodloe and himself (of the news of which I had been surprised to hear,) should be settled by them immediately or at once; that I had been requested by Col. Goodloe to name it to him, and solicit from him an amicable settlement without delay, otherwise I had been given to understand, that a suit might be expected; but that he had told me he had no desire to injure him or the cause of religion by having this matter thus brought before the public. I told him the particulars of Col. G.'s claim as just related, and added, as to the almanacs, I would, were I in his place, make no difficulty about them, and told him, they might be considered out of sale or date, considering the period of the year of which G. took possession of the stock; I alluded to the almanacs of the current year, not knowing at that time of there being any other. He differed from me in opinion, and replied, he considered them a fair and legitimate charge, as they formed a part of the stock, and on par with that portion of a merchant's stock in selling out the whole, which however objectionable as remnants or otherwise, being on hand, justly formed a part of the stock bought out. He said, as to all errors or mistakes in the invoice he had engaged to correct them by a memorandum in his own handwriting at the foot of the invoice or agreement. He said, also, with much warmth of feeling, that the truth was, Goodloe was perfectly ignorant of the business, and being disappointed greatly at its results now wished to make something out of him. He seemed to apprehend an inference of G.'s claim about the quality of the stock of books as against his integrity and fair dealing, and showed a natural feeling at such an imputation. Said the stock was a good stock, or as good as he had represented it; but that he was fortified by a written agreement, signed by both parties, which mentioned the terms of the sale and purchase, which he had in his possession, and further by Goodloe's notes, which he had transferred to another person; he therefore felt secure from his claims at any issue. I told him that this part of G.'s claim, I supposed, it would be difficult or impossible for him to make good before any set of referees in the face of all such an argument as he mentioned; that G. had not informed me of any proof he had to assert his alleged engagement about the stock; in that view it looked like making on his part what is called a child's bargain. He said he thought

Goodloe was behaving improperly toward him, by mentioning their business to other people; he knew of his having named the matter to several or a number of others, and he believed with a view to his prejudice; he said in conclusion that he would call and see Mr. Goodloe on the subject. (I could not resist the conviction from the tenor of the interview, which, however, I never communicated to any one, that Mr. Brown would never return a dollar to Col. Goodloe which he could help;) and that it was almost certain a lawsuit would be the result, with the most painful consequences. I did not detail the particulars of this interview to Col. Goodloe when I next saw him, which was in two or three days. I was pained to make up my mind to the conclusion, that it would be worse than useless for me, personally, to make any effort with Mr. Brown to procure an amicable settlement of this difference; for Col. G. then informed me that when Mr. Brown called on him, after the conversation with me, he said, "Goodloe, I am sorry you have been talking about our business, and particularly with Mr. Leavey, a man of no judgment," etc. Though thus precluded from a direct personal effort with Mr. B., yet fearful of consequences to himself, and particularly to the church, I determined to see a brother elder, Mr. Skillman, whose recommendation and opinion I thought would have more weight with him than my own, whose affairs, a capital test of judgment, had been prosperous. It was some time before the explosion of the Life Insurance Company, and his heavy losses in consequence, when I saw him, which was yet in the last week of January, 1851. I had some minutes' conversation on the posture of Mr. Brown's affairs with Col. Goodloe, and pressed upon him the great importance, it seemed to me, for Mr. B.'s sake and the church, that they should be speedily settled, at any moderate cost; otherwise it seemed to me there would be most unpleasant and incalculable trouble resulting. I asked him, what were a few hundred dollars to weigh with the important advantage he had gained by his contract with G., at the time, too, it was accomplished, getting rid of a business unsuitable to his son, and improper to himself, and procuring, upon advantageous terms, his farm, just when the opportunity was to be seized; but, above all, what was it in comparison of his own peace and comfort, the saving of trouble in the church, and the noise and ado such a quarrel would leave before the community? I hoped he would use his influence and endeavors with Mr. Brown, without loss of time, to bring about a settlement: that I felt very fearful of consequences at the matter being left open in this manner, without any serious or earnest attempt at an adjustment. I was happy to find brother Skillman concurred with me most entirely in opinion. He said he had conversed with Mr. B., and would seek occasion to do so again; but added, I think that he had no sanguine calculations on being able to move him; he said to me, however, he did not think a few hundred dollars would content Col. Goodloe, and from the best opinion he had been able to form, that less than \$1,500 would not satisfy him. We both agreed that an amicable settlement or adjustment ought at any rate to be immediately made; otherwise we both felt assured, what seemed to me it required no prophet to foretell, that a most unpleasant and injurious difficulty would be blazed abroad, the end of which no one could foresee. A portion of this statement which might seem irrelevant, has seemed to me proper and necessary, that others may know why, after one interview with our pastor, I did not seek with my whole might to have, in their initiation, difficulties

which have assumed so much consequence settled; and why, since I have rarely failed in any similar effort, I was in some manner shut out from making it in this instance. Therefore, as a matter of truth and justice to myself, this statement is given in so minute a manner.

Question 31: Having been a number of years in the mercantile business, please state whether, or not, it is the custom of merchants in taking account of stock to mark every article at original cost, or to invoice it at or near its cash value? Answer: Most generally at first cost; but in particular instances, where there is a depreciation, commonly put down at cash value.

Question 32: Were you a member of the Synod which met in Danville, in 1849? Answer: I was.

Question 33: Was Mr. Brown in attendance at that meeting of Synod? Answer: He was not.

Question 34: Do you know why he was not there? Answer: I do not. I think it was suggested before the session, and in his presence, that the defense of the manual, before the Synod at Danville, would be expected from our pastor. I do not now remember the reason of his absence. He was a good deal indisposed all that season, and has been ever since. That may have been the cause. I do not know.

Question 35: What knowledge have you of any difficulties that existed between Mr. James Weir and Mr. Brown, arising out of their pecuniary dealings, which were brought before the session of the church? Answer: I learned with pain, upon Mr. Weir and his family being absent from their seats in the church, that it was owing to a misunderstanding or difference between himself and Mr. Brown; the session determined to have before them a meeting of the parties to see if it was not possible to settle it at once. I called a meeting of the session immediately, and was happy that we were not long together before the parties were reconciled, and the difference between them made up.

Question 36: On what terms were the difficulties settled, stating what occurred before the session? Answer: The session had the consent of both parties before they met, that it, (the session,) should settle the whole matter. The parties therefore, both stated their grievances before the session. Mr. Weir's claim was the subject of wood; a considerable less quantity of wood hauled, as it appeared to him, than he, Mr. Brown, had paid for the cutting of, which was explained, at least in part, to his satisfaction, then by Mr. Brown. The principal complaint, as well as I recollect, on the part of Mr. Brown, was Mr. Weir's neglect or that of his family, in not regarding the conveniences or comforts of his family, in seeing them supplied from his garden, as they were there for the first season, with such supplies as they would obviously stand in need of. We knew Mr. Weir was absent, during a good deal of the season, and some of us thought very strange of his grievance. Yet it seemed to me to be felt by Mr. Brown as a want of that attentive kindness which he expected at the hands of Mr. Weir. The parties professed to be reconciled to each other; Mr. Weir without any exception; Mr. Brown yet stating that he could never view him as he had done before the difference. I confess I was surprised at this new feature, for I had apprehended more difficulty with brother Weir than with the pastor. After they had gotten through their statements, the session then interposed, and said that there was not anything really to separate them. Each member of the session spoke, myself perhaps more than any other; no record was kept of what was done.

Question 37: Was there any acknowledgment of wrong on the part of either of the parties? or any decision of the session that either of the parties was in the wrong? Answer: Not that I recollect, and I believe that a sincere desire for the peace of the church moved both parties. I ought to do Mr. Brown the justice, in the start, to say that the first news I had of this difficulty was from Mr. Brown, and that he said to me that he had made his mind up, when he came first to the church, that if he gave dissatisfaction to a single family in the church, he would prefer resigning his charge, rather than be the means of driving one family from the church.

*By Mr. Brown.*—Question 38: Did I at any time preach to the Second Presbyterian church, Lexington, of which I am pastor, between the 4th day of June, 1849, and the 1st day of January, 1850? Ans.: I am not certain; if I was to answer according to my recollection, off hand, I would say yes.

Question 39: Have you not stated that your recollection of the details of the statement made by Mr. Weir and myself, in presence of the elders of the Second Presbyterian church, preliminary to an adjustment of the difficulties between us, was exceedingly faint and indistinct? Answer: This I stated, that the details were less noticed by me, and registered in my mind, than the result itself, as I consider my memory about those details less accurate.

Question 40: Did I not at that meeting complain of the fact that Mr. Weir had put forty acres in corn which he had agreed, when I purchased the farm, to put in hemp, thus unfitting it for hemp when I should come into possession? Answer: I think you did, and as well as I recollect, it was satisfactorily explained; I think further, Mr. Weir justified himself.

Question 41: Did I not also complain that Mr. Weir had failed to move his overseer and his family out of the house which I occupied, and which he had promised to do before he left for Texas, thus leaving for months in the occupancy of a part of my dwelling-house, a man who was exceedingly offensive and troublesome? Answer: You did, and Mr. Weir's reply was in a minute satisfactory to all, and remembering then, things as I do, it is still on my mind, and that which struck me as the principal matter of complaint on the part of Mr. Brown, was what I stated in the first part of this my testimony.

*By Dr. Breckenridge.*—Question 42: Is, or not, Mr. James Weir one of the elders of that church? Answer: He is.

Question 43: State whether, or not, Mr. Weir at the meeting alluded to, alleged any other grounds of grievance against Mr. Brown, besides the wood, and if so, state what they were? Answer: If there were, I can not now recall them.

Question 44: You have spoken of Mr. Weir as absent, where was he, and how long was he gone, and about how long after his return did he absent himself from the church? Answer: Mr. Weir was absent in Texas for several months, and had returned just before these occurrences.

Question 45: State whether, or not, the particular occasion of his absence was a communion season in the church, and that Mr. Weir's sense of the ill usage of himself was such, that he absented himself on purpose, from the church on that occasion, though he was an elder of the church? Answer: It was a communion season; that he was exceedingly hurt at Mr. Brown, I understood was the reason of his absence.

Question 46: You have made some statements in regard to a manual for your congregation. State under what circumstances the manual came

to be prepared, and by what authority? Answer: I think it never was a subject introduced before our session as a matter of action, and no record about it by the session, as far as I recollect the subject, was spoken of by Mr. Brown, and he thought it would be a matter of satisfaction to each of the members of the church to have in a convenient form, a list of the names of each of the members of the church. This was the principal reason, I think, urged for its publication. I handed him, at his request, a short chronology or history of the church, from its foundation, names of the pastors, etc., which is prefixed to the volume; it was his own work and motion altogether. A copy of this manual was to be handed to each member of the Church; there had never before been anything of the sort in the congregation. It was paid for by the congregation.

Question 47: State what your recollection is of the Synod of Kentucky upon the subject of church manuals in general, and this in particular, in the fall of 1849, of which Synod you state you were a member? Answer: It was decidedly disapprobatory of church manuals in general, and of some things in this one particularly.

Mr. M. C. JOHNSON was then sworn, and deposed as follows:

I was one of the lawyers of Mr. D. S. Goodloe in the arbitration of the controversy between said Goodloe and the Rev. John H. Brown, concerning the sale, by the latter to the former, of the bookstore of Dwight Brown. The arbitration bond will show the matters submitted to the arbitrators. I considered all matters of controversy growing out of said sale, as submitted at the commencement of the arbitrament. Evidence was introduced on behalf of Goodloe, with a view of showing that Mr. Brown had committed a fraud on Goodloe in the sale, but in the argument of the case before the arbitrators, it was not contended by the lawyers that fraud had been committed, either in the original sale, or in the making of the inventory of stock. The lawyers thought there was not sufficient evidence of fraud in the original sale. In regard to the inventory, it was deemed unnecessary to consider the question of fraud, as Goodloe's pecuniary rights were, in our judgment, identically the same, whether a fraud was committed or not. We considered it clear, by the agreement of the parties, and by the law independent of the agreement, Goodloe had a clear right to the correction of all errors in the inventory, and their being fraudulently made could in no wise increase the right. The lawyers of Goodloe were of opinion, if they could have established a fraud in the original sale, Goodloe would have been entitled to recover all damages he sustained by the fraud, which, in our judgment, would have been the difference between the actual value of the stock of books, etc., and the value of same as represented by Mr. Brown. In using the word "fraud," in the foregoing parts of this deposition, I have meant "legal fraud;" that being the only view in which I felt called on, as the lawyer of Goodloe, to consider it. I was requested by Mr. Kinkead, after the arbitration, to sign a certificate substantially the same as that signed by the arbitrators as umpires. I declined signing it. The reason given by me to Mr. Kinkead for declining it was, that not having in any way attempted to injure or impeach Mr. Brown, as Goodloe's lawyer, I did not feel under any obligations to do what I thought would be offensive to my client. In the arbitration, the arbitrators decided, as I think, many points against Mr. Brown, and corrected many errors, he refused to correct, or resisted the correction of. I am unable to state the number of corrections made against Mr. Brown's

resistance, but before the arbitrators commenced settling, in order to save their labor and time, it was proposed and agreed to, that the parties should correct as many errors in the inventory as they could agree upon. They made, under the agreement, a number of corrections, a list of which was before the arbitrators. I do not remember the number, or amount in value, of their corrections, but I remember they fell considerably short of the number and amount corrected by the arbitrators. I would state, that a part of the corrections made by the arbitrators arose from the construction put on the contract of sale, by which construction a number of books placed in the bookstore from Mr. Brown's private library, and others purchased of Thomas Dean, the congressional library, and perhaps others, were excluded entirely from the sale. In the third paragraph of the award made by the arbitrators and umpire, a construction is given to the contract different in principle from that upon which the inventory was made out; by that construction, all second-hand books, except those purchased for the bookstore or exchanged for in the regular course of business, were excluded from the sale; and the second-hand books retained, only charged at the actual cost, and seven per cent. added. I, as lawyer of Goodloe, thought that the corrections made by the arbitrators, both those in the details of the inventory, and those growing out of the construction of the contract, were decisions in favor of Goodloe, and against the resistance of Mr. Brown's counsel. I considered that the award in that case precluded all legal proceedings by Goodloe in regard to every matter presented to the arbitrators for their decision, either by the evidence, or arguments of the counsel. The evidence before the arbitrators was delivered orally before them by the witnesses in person, and not reduced to writing in any case that I remember.

Mr. SAMUEL SHY was then sworn, and deposed as follows:

I have given my statement heretofore, in relation to the difficulty between the Rev. John H. Brown and Col. D. S. Goodloe, growing out of the sale of the bookstore of the former to the latter. I have examined that statement on this morning, and my present recollection and statement of facts remain the same as then, and I adopt my entire statement before the committee of the Encampment as my present statement. In addition to the above, I would state, that I have examined the statement of M. C. Johnson, Esq., and concur with him in the statement of facts so far as he has gone. The attorneys and arbitrators, so far as I recollect, did not reduce the evidence to writing.

My statement before the Encampment is in three parcels of records, shown to me this day, and I include all my statements in the above.

Question 1: Did Dwight Brown state before the arbitrators, that he paid a workman for putting a drawer in desk bought of G. W. Norton?  
Answer: I do not recollect much about the desk; I can not give an answer that will be satisfactory to you or myself. I have some recollection of his saying something about a drawer, and some razors having been put into the desk, but not knowing the use of the desk, I can not say precisely what he said, as my attention was not called particularly to the desk, except as to its cost. I recollect that Mr. Dwight Brown said something about razors' being put into the desk by way of charge or addition; I afterward heard something about a drawer having been put in the desk, but I can not say who made the remark.

Col. Goodloe has requested me to reduce to writing what occurred in



relation to some congressional documents, purchased at the sale of the Hon. John White, of Madison county, Kentucky, on the arbitration of the said Goodloe and Rev. John H. Brown.

I was acting as counsel for Col. Goodloe before the arbitrators. Col. Goodloe challenged the price charged him for said congressional documents before the arbitrators, whereupon Dwight Brown, son of Rev. J. H. Brown, complained of Col. Goodloe, and then and there stated that said item had been rectified between him and said Goodloe; whereupon I asked said Dwight Brown what sum he had fixed as the cost of said documents. He replied that he had fixed, or rather reduced, the first price of \$40 to \$20. I then asked him distinctly if twenty dollars was the cost of said documents, and he said it was. The Rev. John H. Brown was present and heard these questions, and the answers, and he did not say anything; and from his silence, my conclusions were, he assented to the answers of his son as correct. When Dwight Brown fixed the cost positively at \$20, I then and there told them we still challenged said item at \$20, and asked Col. Goodloe to produce the certificate of the sale; and the same was produced, which showed that the Rev. J. H. Brown had purchased said documents for \$12.40, at the sale aforesaid. Whereupon, John H. Brown instantly arose, and said he had an explanation to make at a proper time. Afterward, the said John H. Brown explained as follows, to wit: he said when he put said documents into the bookstore, he got Mr. Dean to value them, and said Dean valued them at \$20. The price charged to Col. Goodloe by Mr. Brown, was \$40; and being further interrogated, I state, when I was first called on to attend the above arbitration, Col. Goodloe explained to myself and M. C. Johnson, the nature and character of his complaints, and what he believed he could prove. We informed him, that to hold a person responsible for a representation, he would have to show the representation to be false, and that the party who used it knew it to be false at the time he used it. We also informed him, that although it might be true that Mr. Brown had overcharged him on various articles, that the fact of overcharge would not prove that said Brown knew his representations to be untrue. The overcharges might be of such a gross nature as to show fraudulent charge, but that would not make the representations fraudulent; and the attorneys of Col. Goodloe, acting under this opinion, did not contend before the arbitrators that said Brown had made fraudulent representations. We contended for the corrections in the charges, and succeeded in reducing many of them. A great many of the charges were admitted by Mr. Brown to be too high, and some which he contended were correct, were reduced by the arbitrators. I will mention one of the items contended for by Mr. Brown, to wit, the charge for almanacs. I do not recollect the exact price charged to Goodloe for almanacs, but Goodloe was allowed \$130 for the overcharge.

*By Mr. Brown, to Messrs. Kinkead, Bell, Shy, and M. Johnson.*—Question: Were not many questions propounded before the arbitrators, during the investigation of the difficulties between Colonel Goodloe and myself, tending to assail my moral character, and to show fraud and deception on the part of J. H. Brown; and did not the counsel of Mr. Goodloe, after hearing the testimony, abandon such grounds? Answer: For answer to the above I would state, that Mr. Skillman and others were asked "if Mr. Brown did not represent the stock to be good?" and the witnesses answered, in substance, that Mr. Brown had admitted he made such representation.

Goodloe then proved that said stock was worth some five to six thousand dollars, for which Mr. Brown charged him some nine to ten thousand dollars. This evidence will show the object for which it was introduced. The counsel for Goodloe, after the evidence was through, did not contend before the arbitrators that Mr. B. knew that his representations were false.

C. S. BODLEY'S deposition before Encampment.

Question 1: Have you been a bookseller for some eight or ten years in Lexington? Answer: I have been a bookseller in Lexington for nearly eight years past.

Question 2: Were you shown the valuation of stock bought of Brown by Goodloe, as valued by Griswold? Answer: I was shown said valuation by Griswold.

Question 3: Was not the valuation a fair one, or would you have been willing to give the same Griswold valued it at? Answer: I made a very slight examination of the valuation of Griswold. The books, generally, that I noticed were marked at about the prices which similar books would bring at trade sale. I would not have been willing to have bought the stock at valuation had I intended its removal to my store. Were I out of business, and desirous to get a stand well established and doing a good business, to avoid competition from that source, I might probably pay more.

Question 4: Has Griswold the reputation of being a good judge of books? Answer: He has.

Question 5: What did you think of the stock Goodloe bought of Brown shown you, including the juvenile works? Answer: I know that a great deal of the stock sold by Marshall to Brown had been accumulating for some years, being part of the stock of A. T. Skillman and Marshall. I never made a thorough examination of the stock. Mr. Goodloe requested me to look at a lot of juvenile books, novels, and second-hand books, up stairs, which I did. I would consider them of very little value. I would not give ten per cent. on the cost of them. I suppose the lot I refer to did not cost more than a few hundred dollars.

Question 6: Did Dwight Brown and his father mark Goodloe's catalogue for him to purchase by, the first purchase Goodloe made in March, 1850? Answer: I do not know.

Question 7: Would Goodloe have any difficulty in buying more salable stock than he bought of Brown with the assistance he had in marking catalogue, and making out his memorandums? Answer: I do not know what assistance Goodloe had in making out the memorandums and in marking his catalogue. If this was done by a competent person he could certainly purchase a better stock; if unassisted by such competent person his purchases would not have been better, in my opinion.

Question 8: Had you any idea there was as much bad stock in the stock sold to Goodloe until you examined it? Answer: There was, I think, more unsalable stock sold by Brown to Goodloe than I supposed there was in the house from casually glancing at it.

Question 9: What were the juvenile works shown you worth? Answer: See answer 5th. I do not know further.

Question 10: On examining the invoice of Marshall to Brown is there some stock invoiced at less than original cost? Answer: I have not seen the invoice lately, but am pretty certain that there are some articles invoiced at less than cost.

Question 11: On page 88, how are the novels invoiced, judging from

what prices cheap publications are bought and sold at? Answer: I can not tell anything from the invoice. Cheap publications generally have the price 2, 5, 50, 75, and 100 cents printed on them, and from this publishers make discounts, varying from twenty-five to forty per cent.

*By Mr. Brown.*—Question 12: Do you suppose Mr. Griswold could value stock fairly, which he had never seen. At least \$4,000 of the stock I sold Goodloe was sold and out of the house before Griswold valued any portion. How could he value this? Answer: When the style of binding and the edition of the books is given, he could generally do so. There are many articles, however, where it would be necessary to see them.

Question 13: Did you not testify before the arbitrators that the books invoiced in Goodloe's writing, from top of page 28 to middle of page 34, was as bad stock or as unsalable as any to which your attention has been directed in the invoice? Answer: I think Goodloe admitted the writing on the pages to be his. My impression is, that they were as bad as almost any part of the invoice; that is, taking the same number of pages consecutively.

Question 14: Upon examination of invoice in Mr. Goodloe's writing, on pages 46, 47, 48, and 57, will you state whether, or not, Mr. Goodloe has entered books in lots without specifying the book? Answer: He has.

Question 15: Were Mr. Goodloe to sell his stock, could he furnish an invoice for such books, except from the marks on the books themselves? Answer: Not without he could ascertain what books were included in each lot, which I presume would be impossible.

Deposition of JAMES WEIR.

Question 1: Did you understand the Rev. J. H. Brown to say, that the large number of almanacs sold me was for the year 1850? Answer: Such was the impression made on my mind from what I heard Mr. Brown say on the subject.

Question 2: Did he explain the charge in his invoice to me of 1 Fragments by Spring, with this written in—(Presented to Mrs. Clarinda Brown by her dear Bartbela, dated Cincinnati, 1842.) That Dwight said that he supposed that some of the girls had taken the copy out of his bookstore to make his Ma a present, and wrote her name in it, and returned it to the bookstore. Answer: Mr. Brown stated that Dwight supposed the writing in the book as above, was made as above, and returned by the young lady, Mrs. Brown having previously had a copy.

Question 3: What years did Mr. Brown sell books in Lexington? Answer: I think in the years 1848-49.

Question 4: Did Goodloe say to you that he was willing to leave the matters of difference between him and Brown to the elders of Brown's church? Answer: He so said to me.

Question 5: Have you ever seen so many mistakes in any invoice as there are in the invoice of Brown to Goodloe? Answer: You pointed out to me numerous errors and mistakes which, I think, greater or more than business men are in the habit of making.

Question 6: Did you ever know of a man's doing business to the amount of \$15,000 per year, under his own name, and he not be interested one cent in that business? Answer: I never have.

*By Mr. Brown.*—Question 7: Did Goodloe, when he stated to you that he was willing to leave matters of difference between him and Brown to elders of Brown's church, state, or not, whether Brown declined, and if

so, did he assign Brown's reason for declining? Answer: He stated that Mr. Brown declined submitting the settlement to them, and preferred that lawyers should decide the matter.

Question 8: Who showed you so large a number of mistakes in Brown's invoice to Goodloe, and did you examine at your own or Mr. Goodloe's instance? Answer: Colonel Goodloe pointed out the mistakes.

Question 9: Did, or not, Mr. Goodloe urgently press you into this examination, and were not his own explanations always offered? Answer: Colonel Goodloe once or twice invited me to look at the many mistakes in the invoice, and offered explanations.

Question 10: Did, or not, Col. Goodloe say to you that he was very anxious to arbitrate and settle all matters of difference between him and myself on fair and equitable terms, and that Brown was unwilling to arbitrate? Answer: Col. Goodloe always expressed his desire to arbitrate the difference on equitable terms, but preferred it should be done by business men, in preference to lawyers.

Question 11: Did not Goodloe say to you that Brown was so unwilling to arbitrate the difficulties, that he would not even leave it to the elders of his own church? Answer: Col. Goodloe did not say that you were unwilling to arbitrate the differences, but objected to your preferring legal men or lawyers to settle it.

Question 12: Did you, or did you not, hear Mrs. Weir say that she understood that Mr. Brown asked and obtained consent, previous to the day of sale, to use the corn on the place for the express purpose of feeding his stock, and did she not afterward hear that his real object was to ascertain the quantity in each field, for the purpose of governing his bid at the public sale, and did you not hear him condemn such conduct as being very reprehensible? Answer: I did hear from Mrs. Weir, on my return, that Mr. William Anderson, who was then living in our family, told her that he had understood from Ephraim Sayre that Mr. Brown had asked and obtained his consent to let him have one or two shocks of corn from each field, and that he had no doubt his object was to ascertain the quantity in each field, in order to govern his bid at the approaching sale. She asked me if it was right in Mr. Brown to do so. I replied that I could not see anything very wrong in it, but that it gave him, Mr. B., an advantage over other bidders.

Question 13: Did you not hear Mrs. Weir say that she understood that Mr. Brown combined with others, in the absence of her husband, for one of the number to purchase all the corn, and afterward to divide it among them? Answer: Mrs. Weir told me that Mr. Anderson, our friend, had heard it stated that such was the case, and gave on his authority Mr. Thomas Dolan, who stated that he had learned that such was the fact from one of the party so combining.

Question 14: Have you, or not, repeatedly and on divers occasions, expressed yourself in strong terms of complaint and condemnation about Mr. Brown's conduct on various matters pertaining to the purchase of the farm sold by you to him, about the mode of calculating interest, about wood, lumber, corn, not giving negotiable notes as you expected, condemning such conduct as dishonorable and unworthy of a Christian minister? Answer: As to the first charge, Mr. Brown and myself, when the purchase was decided on, entered into a contract as to the terms, and as to the payment; it was agreed in that contract that for the notes given payable the

following November, when I was to give possession, if paid previous to that date, six per cent. was to be allowed. I expected that Mr. Brown would make the notes as above negotiable in bank; in case I should not need the use of the money, and requested Mr. Brown to make them in that way. He refused, on the grounds, first, that the contract only called for notes, and secondly, that he wished to pay a large portion of them before they were due, and if discounted in bank, he could not make the payments before they were due. I also told him that for the interest in the deferred payments, I thought the interest added to them, as they were payable at stated periods, should be the discount at six per cent., but as this was not stated in the contract, and the difference very slight, I yielded readily, and don't think I ever expressed any displeasure with Mr. Brown on account of his refusal; and although I might have complained of his refusal to make the notes negotiable, yet as it was literally a compliance with the contract, I found I had no real grounds of complaint, and never recollect condemning his conduct as unchristian or dishonest, but that he did not show that disposition to yield to my convenience in making the notes negotiable as I had expected. As to the lumber, when I sold my farm to Mr. Brown, I had some square scantling or lumber which I had hauled off to the railroad and piled it, with the view, if I should need it on the farm, to aid in making shedding for the cattle; after the sale, I directed my overseer to haul it to my lot in town. Mr. Brown, after he had it on his wagon, as I understood, refused to let him haul it, stating that he considered it went with the farm. My overseer stated, as I learned, that he had been directed to haul it to town and would do so; that he and Mr. Brown had some angry words in regard to it. When he, the overseer, came to town, he told me of the difficulty, and I either sent word to Mr. Brown or wrote to him that I considered the lumber as clearly mine, but told the overseer he might leave a part of it with Mr. Brown. As regards the wood, on the sale of my farm, I agreed to cut for Mr. Brown a large quantity of wood, cord-wood, for which he was to pay me by the cord. I had a considerable quantity of wood cut during the winter, and spring and summer. On the first of August of that year, I supposed I had about 400 cords of wood cut; my hands cut a considerable lot after I left Kentucky for another state, and was absent till after the first of November. Previous to leaving, Mr. Brown, Mr. Vanmeter and myself examined the cord-wood as put up, but found the cords had shrunk in height, and some time after, Mr. Brown proposed to me that we should estimate the number of cords by the loads hauled by Mr. Oldham, to whom Mr. Brown had sold the wood, and that the bed would hold just one and a half cords. I agreed to the proposition, as my cords were not full from the estimate I had made of what wood was cut before I left home, and what I had calculated should be cut up till first of November, that it would amount to six or seven hundred cords. On my return home, Mr. Brown had delivered to Oldham, Todd & Co.'s wagoner, the wood, and the amount was not anything like the amount I had supposed, and I expressed to Mr. Brown and others my disappointment, supposing there had not been fair play, either from Mr. Brown's neglect in not keeping a correct account, or permitting the wagon to take much more than the proper quantity, but as we had agreed that Mr. Oldham's clerk should keep the account, and he had stated that the wagon hauled only one and a half cords, I could not further complain. I learned, however, that Mr. Oldham's wagon had not taken the large and

rough wood in many of the cords, and that I could account in some manner for the deficiency. I told Mr. Brown that as the wood was rough in the clearing, he could not expect that I could have cut and split it very small, that I considered that he ought to allow me the same for the quantity of rough wood as for that which was cut and split fine. Mr. Brown replied that he did not think so, that it was too large for Messrs. Oldham & Co., and that my hands might have made it much smaller; there was some unpleasant feeling between us on the subject, and I mentioned the matter in Mr. Sayre's office, and it was thought he ought to compromise it. Mr. Brown requested me to make out my bill for the wood including the rough wood; he exhibited to me Mr. Oldham's clerk's receipt for the amount they had received, and I made an estimate of what I considered the rough wood should amount to, not charging him, however, with what I thought was the full amount. I showed it to Mr. Brown, who paid it without objection. I was of the opinion that Mr. Brown ought to have allowed me the full amount, as we could not come exactly at the quantity, and there was a difference of opinion on the subject. I was quite satisfied with the settlement. During the misunderstanding in relation to the cord wood, I probably expressed myself toward Mr. Brown as being hard and close, but don't think I said so out of Mr. Sayre's office.

Question 15: Did you, or not, with your family, absent yourself from Mr. Brown's church, on a communion season, and worship in the First church on account of your dissatisfaction with Mr. Brown? Answer: I absented myself, on a communion season, with a portion of my family, I think, believing that Mr. Brown had formed, and expressed to me, an unjust opinion of some transactions which occurred, connected with the sale of my farm; and as I felt that he had misinterpreted my motives, and as he told me when I went to him, feeling that he was unfriendly to me, to know the cause, that he admitted freely, that he did not entertain for me the good opinion he did formerly, and stated the causes: First, That when he contracted for the purchase of my farm, he had inquired of me how I had intended to cultivate it; I made a plat of the various fields and marked what crops I intended to cultivate in them, which was principally corn; one piece of clover ground I marked as intending to sow in hemp. I put the crops I had designated in the other fields, but when I got ready to sow my hemp I found the seed very scarce, and not having any on hand, although I made every exertion to procure the seed, and sent for it to a distant market, I could not procure such seed as I could rely on, on any reasonable terms, and not feeling that I was bound, in any way, to plant the field in hemp, but which I would have preferred, and done so, had I been able to procure the seed, I planted the field in corn, as I had only the alternative of that or the field remaining uncultivated. Soon after, Mr. Brown expressed his disapprobation, and I did not fully explain the cause, but told him that I considered I had a right to plant such a crop as I thought proper, at which he was not satisfied. Mr. Brown also objected to my getting out my crop of wheat on his front lot, although at the time, I was not aware that he objected; also, that I had not furnished him with some conveniences I had on the farm, while he lived there, before I gave up possession of the farm, especially retaining one room in the dwelling-house for the family of my overseer, who, he stated, had, during my absence, treated him very, *very* indecorously. As I had no other dwelling for my overseer, I could not give up the possession of the room he occu-

pied with any convenience, and as I was absent during the time he complained of his conduct, I did not think he ought, either for that cause or for the others, as stated, have changed his opinion of me or entertained any unfriendly feelings toward me, and so told Mr. Brown, and also mentioned the causes of misunderstanding to Mr. D. A. Sayre, and felt mortified and vexed that Mr. Brown should, as I considered, on such slight grounds, change his opinion of my Christian character; and the next day being communion I did not feel in a proper state of mind to attend his church. During that week one or more of the members of the session, learning that there was a difficulty between Mr. Brown and myself, came to me and proposed that we should meet with the session informally, and the difficulty between us should be submitted to the members, and if possible, a reconciliation effected; we did so, and when we stated the matter of difference, it was, I think, thought that there was no real cause why either of us should entertain any unkind feeling toward the other, and we at that meeting agreed to settle that difference, Mr. Brown stating that had I made as full an explanation to him, previously, as I had done to the session, his opinion would have been different; and it was proposed by the members of the session that each of us, Mr. Brown and myself, should consider the explanations as made by me and the admission of Mr. Brown, when he heard the explanations, satisfactory, and that we should then agree to settle the matter, and entertain for each other the same confidence and friendly feeling as formerly.

Question 16: Did you, or not, hear from your agents, on your return home, expressions of dissatisfaction in reference to Mr. Brown's business transactions with them? Answer: Soon after I returned, 20th November, 1849, nearly all the notes for the purchases at the sale had been signed; a note prepared for the signature of Mr. Brown, with an account of what he had purchased, was, as I learned either from Mr. E. D. Sayre or Mr. T. Dolan, presented to him; he stated to my agent that a considerable number of the shocks of corn being end ones and not full, that an allowance ought to be made for such deficiency. My friend, E. D. Sayre, told him the shocks were sold just as they stood in the field, and as others had not objected to their being small he thought he ought not, and could not change it. Mr. Brown, as I learned, did not sign the note for several days, and it was talked over in Mr. Sayre's office; but soon after, Mr. B. called and signed the note without further objection.

Question 17: Since the publication of this difficulty, and especially since the commencement of this prosecution, have, or not, strong efforts been made by Mr. B., and his counsel, to get from you a certificate or some formal expression of confidence in Mr. Brown? Answer: A few days after Mr. Brown had withdrawn from the Presbytery, Mr. Prindell, whom I met at the post-office, stated to me that he wished to obtain from me a statement of what I knew in regard to charge No. 10, especially as he learned I was about leaving the state, and that Mr. Brown, he supposed, would not have an opportunity of defending himself against the charges made; and he might have stated, but am not certain, that Mr. Brown might make a publication, and in that event, might consider it necessary to have my statement. I understood that the principal charges in No. 10 were in regard to the combination between Mr. B. and others, to purchase the corn. I gave him a statement that I had heard such rumors on my return home, but supposed it was only suspicion, and as the sale had taken place and

was settled, I paid little or no attention to it; and that I did not believe Mr. Brown would be guilty of a transaction of that nature. I also stated that Mr. Brown and myself had had some slight matters of difference which had been amicably settled, and that I regretted that my name had been used in the matter; that I had confidence in Mr. Brown's Christian character.

*Cross-examined.*—Question 18: Who were your authorized agents to whom you intrusted your pecuniary affairs and business, in your absence, in 1849? Answer: D. A. Sayre and Ephraim D. Sayre in the sale of my crop on farm, the latter assisted by Mr. Thomas Dolan.

Question 19: On your return from Texas, in 1852, did you not go to Mr. Goodloe and demand his authority for the statements made on the 18th page of his pamphlet and section 8th? Answer: Soon after my return from Texas, I learned that a publication had been made by Goodloe and replied to by Mr. Brown; and another from Mr. Goodloe, in which he stated that he had learned from me that in the transactions between Mr. Brown and myself Mr. Brown had acted badly. Soon after, I saw Mr. Goodloe at his store, and told him that I learned he had given me as authority for some charges made against Mr. Brown, and inquired of him if I had not, at the beginning of the difficulty, refused to go into any explanation, to him, of any difficulties between us, and had told him that any that had existed had been settled.

Question 20: What was his reply? Answer: He stated that it was a matter of common rumor, and that he could prove by Mr. T. Dolan what he said.

Question 21: Does not Mr. Goodloe state in his pamphlet, on page 18, section 8, in reference to transactions therein mentioned, that you (Weir) told him that Brown had acted badly? Answer: He does so state.

Question 22: Did you ever tell him so? Answer: I do not think I ever did.

Question 23: Did you ever complain to Mr. Goodloe, that I (Brown) had behaved very unfairly in all the transactions embraced in the eighth section of page eighteen of his pamphlet? Answer: I feel very confident that I never did.

Question 24: Have any transactions which have taken place between you and myself affected your confidence in my good faith and integrity as a man, or in my piety as a Christian minister? Answer: They have not.

Question 25: Have I not, in all our transactions, complied with every contract I made? Answer: You have.

Question 26: Did you not know the difference between discount and interest at the time we made a contract for the farm? Answer: I did.

Question 27: Did I not pay you for fifty cords of wood more than Messrs. Oldham & Co. paid me for? Answer: I think that was the quantity I estimated the wood at they refused taking.

Question 28: Was I not, by the contract, to have had possession of the house, on the farm I purchased of you, on the first day of May, 1849? Answer: It was so stated in the contract, as written; but I was under the impression that I was to have one room for my overseer, although it was not clearly understood between us, and am not sure that you assented to it.

Question 29: Did you not state to the session of the church, that you had made none of the communications embraced in his charges against Mr. Brown? Answer: I stated to the session, that I had understood, that in Mr. Goodloe's pamphlet, which I had not then seen, that he had



given me as authority for some charges against Mr. Brown, which he had no authority for doing, and he never learned from me.

*By the prosecution.*—Question 30: Have you, or not, expressed the opinion, at any time, that Mr. Brown acted badly in reference to your transactions with him? Answer: I don't think I ever so stated; but at one period of our misunderstanding, I may have stated, and believed, that Mr. Brown was exacting in matters between us.

Question 31: Did you tell Goodloe, in your conversation with him, in which you complained of his making statements on your authority, that the statements were not true? Answer: I do not recollect having any other conversation with Mr. Goodloe than what I have stated, as while we were conversing some one interrupted and I left. I did not tell Goodloe that the statements were not true.

Question 32: Have you not expressed the opinion that Mr. Brown was too worldly minded and money-loving, and not sufficiently devoted to his work as a minister? Answer: I may have expressed an opinion that he was too worldly minded, but I do not recollect of doing so.

Question 33: Mr. Brown asked for your opinion about his integrity and piety; in your answer do you mean to be understood as expressing your approval of Mr. Brown's conduct in the matters between you there, and between him and Mr. Goodloe, or is it an opinion expressed in the exercise of charity? Answer: My opinion is, that in all our transactions, Mr. Brown acted strictly in accordance with our contract, and although I felt vexed with him on one or two occasions, yet his conduct has never been such as to give me any grounds to doubt his piety.

Question 34: Have you not expressed the opinion to me, that Mr. Brown was too worldly minded, money-loving, and too close a trader for a minister? Answer: I recollect when you called on me, some weeks ago, with the view of making out your charges against Mr. Brown, that you wished to know of me if I did not consider Mr. Brown a hard trader from the dealings with Mr. B. and yourself. I replied, that Mr. Brown traded very closely, but I would not say or adopt the expression of "*hard trader*;" that we had some matters of difficulty, but of little consequence, that had been settled; and I may have told you that he was, in my opinion, more worldly minded than some other ministers, which, during our little misunderstanding, I had myself said to Mr. Brown.

Question 35: Do you remember to have stated before the session of the church, which settled the difficulties between Mr. Brown and yourself, that you were in the wrong and Mr. Brown in the right? Answer: I do not. At that meeting of the session I felt considerably vexed and excited in regard to the matters of difference between Mr. Brown and myself, and made use of some hasty expressions in regard to Mr. Brown, which, on reflection, and at a subsequent meeting of the session, which was held for other business, I stated to the session, that in regard to the expressions as aforesaid, on reflection I undone them, and regretted that I had made them, and that so far I was in the wrong.

*By Dr. R. J. Breckenridge.*—Question 36: Will you state at what period the difficulties between Mr. Brown and yourself commenced? Answer: Principally after my return home; the difference in opinion in regard to the right to the lumber was before I left home. I left home on the first August, 1850, for the state of Texas, and returned home about the middle of the November following.

Question 37 : Were you, or your family, in your absence, bound to furnish the family of Mr. Brown with vegetables? Answer : I did not so understand it.

Question 38 : It is charged that the subjects of difficulty between Mr. Brown and yourself were numerous and various, as exhibited in charge No. 10, which has now been read in your hearing. Will you state, whether, or not, there existed difficulties of the sort therein stated, between Mr. Brown and your agent? Answer : I consider this question as fully answered by me in the testimony I have already given.

Question 39 : It is understood to be agreed here, between Mr. Brown and the committee of prosecution, that you should testify for Mrs. Weir, what she would testify if personally present. Will you state whether Mrs. Weir had any intercourse, personally, with Mr. Brown touching any matters alleged in the charge which has been read to you? Answer : Mrs. Weir told me that she had not.

Question 40 : I understand, then, that all the information on the whole matter was derived from the persons who were acting for you, in your absence ; have all of them been named by you in your former testimony? Answer : They have.

Mrs. M. R. PRICE deposed as follows :

Question 1 : Please state what you know concerning the matter of charge 5th? Answer : I learned from Rev. W. C. Mathews and Rev. J. H. Logan, that Mrs. Gay was desiring a situation, in the neighborhood of Lexington, as a teacher. I had no direct communication with Mr. Brown about it. I wrote to Mrs. Gay, telling her I was about to commence a small school in the country, in the neighborhood of Pisgah, and sent the letter by my father to Mr. Brown, with the request that he would direct the letter to Mrs. Gay. I offered Mrs. Gay only a salary of two hundred dollars, giving her my reasons for offering her so small a salary. I received, in reply to that letter, one from Mrs. Gay, telling me that she could not afford to come and teach for the small sum of two hundred dollars ; but telling me that she would come and teach for me for the sum of two hundred and fifty dollars. I replied immediately, telling her that I would give her the two hundred and fifty dollars. After this I learned from a gentleman, (Mr. Gray, of Harrodsburg, who had traveled with Mrs. Gay,) that Mrs. Gay was coming to my house to take the situation, and expected to be there in about ten days. I then considered the arrangement made, and gave notice that I expected to have Mrs. Gay to assist me in my school. I thought I had good reason to consider the arrangement made, as Mrs. Gay had proposed her own terms, and I had written to her that I was willing to comply with them. I heard no more from Mrs. Gay, or respecting the matter, until the time for commencing my school had almost arrived. I had in the meantime an interview with Mr. Brown ; met with him ; made inquiry of him respecting Mrs. Gay, whether he thought she would suit the situation in the school? Mr. Brown replied, that he knew Mrs. Gay well ; she had lived a long time in his family ; and that I could not do better than secure her services, without making any intimation that the salary was insufficient. The time approached very near for the commencement of my school ; and I heard from several sources that Mr. Brown had said that the salary was not sufficient, and that she could get a much larger salary from other places. I was in Lexington, and met with Mr. Berryman, whom I had not seen for several weeks, and he inquired of me whether I had seen Mrs.

Gay? I had just learned that Mr. Brown was again about to take charge of the school that had been in the hands of Mr. Wright, and that he would give her a much larger salary than I was offering her. Mr. Berryman said I ought not to say *that*; Mr. Brown would not do such a thing; he knew that I was making application to Mrs. Gay, and he certainly would not interfere. I told Mr. Berryman that I had heard it from several sources, which I could not well doubt, and remarked to him that I was going shortly round to Mr. Brown's, to inquire of him whether he had made application to Mrs. Gay; I should say to Mr. Brown, if he was willing to interfere and take Mrs. Gay, that although I had half a dozen little children to take care of, I thought I could teach a little school until I could make some other arrangement, and I would withdraw my claim which I held on Mrs. Gay's services, and decline in his favor. I was much excited about the matter, which Mr. Berryman seeing, he insisted that I should not go, and stated that he would go and see Mr. Brown and make the inquiry, and started before I was ready to go. A few hours afterward I saw Mr. Berryman, who told me that he had inquired of Mr. Brown, and Mr. Brown had written to Mrs. Gay in reference to a situation for her daughter, but had made no application to Mrs. Gay to teach for him. The time came for me to commence my school, and I heard nothing from Mrs. Gay, and I made no engagement with another teacher, having made a positive one with Mrs. Gay, who had made me such a reply. I had no further word from Mrs. Gay. Having published that I had engaged her services, I was repeatedly asked why she had not come? I replied, that I had no word from Mrs. Gay, and knew of no reason, but had heard she was to be employed in Mr. Brown's school. I then taught for a month without any assistance, and with very great inconvenience and annoyance; at the expiration of that time, I made an engagement with another teacher, whom I could have procured at the commencement of my school, if I had known that I could not have secured Mrs. Gay. After my school had been in progress for about one and a half months, I received a letter from Mr. Brown, having many expressions of kindness and sympathy for myself, telling me that an injudicious friend had been endeavoring to make an impression on my mind that he (Mr. Brown) had interfered, in an ungentlemanly and unchristian manner, to prevent my securing Mrs. Gay's services; that his character as a Christian and as a minister had been assailed, and his ministerial standing and influence had been injured (or the attempt had been made to injure it) by this particular friend of mine; that this particular and injudicious friend had talked to him in an insulting manner; that he could not condescend to reply to his assertions. My school had then been in operation one and a half months. I had employed another assistant who suited me quite as well, and I thought better than Mrs. Gay would have done. Mrs. Berryman chanced to be at my house when I read Mr. Brown's letter. I read the letter to Mrs. Berryman, who immediately replied, that Mr. Berryman was the injudicious friend to whom Mr. Brown had reference; and said their arrangements were already made for them to start next morning to Baltimore; that they should not go until Mr. Berryman had seen Mr. Brown and that matter was settled. I told Mrs. Berryman that I did not deem that it was at all necessary; that I would write the next morning to Mr. Brown and assure him if Mr. Berryman was the injudicious friend to whom he had reference, that he was very much mistaken about the matter; instead of Mr. Berryman's having done

anything to produce the impression Mr. Brown supposed that he had, that when I had been excited, supposing that Mr. Brown had injured me, Mr. Berryman had done all he could to allay that excitement. I had a good assistant, and was getting along comfortably with my school, and when I received Mr. Brown's letter I had gotten over the excitement I had first felt about the disappointment. I replied to the letter in the same kind spirit I had been addressed by Mr. Brown. I think that the disappointment had been overruled for my good. I had been better fixed than I would have been if I had had Mrs. Gay for my teacher. I had not, and have not now, any malicious or unkind feeling toward Mr. Brown. I did not hear again from Mrs. Gay; she came to Lexington, and taught in the school in which Mr. Brown is said to have had the direction. I still think, as I then did, that there was an interference. I received a letter from Mr. Brown, which he had addressed to Mrs. Gay, telling her of several places where she could get a larger salary than was offered by me; the Lexington school, under Mr. Brown's care, was one of those places. I certainly did not wish Mrs. Gay to teach for me for a smaller salary than she could otherwise receive in another place; and if Mr. Brown had made to me the statement, when I inquired of him respecting Mrs. Gay, that he made in the letter that he wrote to Mrs. Gay and which I saw, I should at once have written to Mrs. Gay and stated to her that I did not wish her to make a sacrifice to teach for me, and would have employed another teacher, which I could not now do, feeling that I had made an engagement with Mrs. Gay.

*By Mr. Brown.*—Question 2: When did your school commence? Answer: April 1st, 1848.

Question 3: Did Mrs. Gay ever receive your second letter, offering her two hundred and fifty dollars? Answer: I do not know whether she did or not. The letter was returned to me by Mr. Brown, in company with one from Mr. Brown. I did suppose that she had, from her coming to Marietta in the manner she did, according to Mr. Gray's statement.

Question 4: Do you recognize the letter shown you, bearing date May 8th, and in your handwriting, as one addressed by you to me, in answer to one received from me, and alluded to in your deposition? Answer: I do.

Question 5: Was not your publication that Mrs. Gay would assist you in your school, based upon the fact that she proffered in her letter to assist you for two hundred and fifty dollars, and that you had written to her that you would give her that sum? Answer: Upon that, and upon the fact that Mr. Gray, (a gentleman who had traveled from the East to Marietta in company with Mrs. Gay, and who spent a day at my house immediately afterward,) stated that Mrs. Gay had told him that she came out from the East to Marietta for the purpose of coming to my house to teach for me.

*By Mr. Bullock.*—Question 6: Have you, or not, heard Mr. and Mrs. Knott, of Frankfort, say that Mrs. Gay told them, on her way out from the East, that she was on her way out to teach for you? Answer: I heard it from Mrs. Knott.

*By T. W. Bullock.*—Question 7: Do you, or not, know whether Mr. Brown knew of your proposition to give Mrs. Gay the \$250, previous to the time of writing the letter spoken of to Mrs. Gay, dated March 15th? Answer: I do not,

Mr. JOHN HENRY deposed as follows:

Question 1: Are you, or not, the assessor of tax in the city of Lexing-

ton? Answer: I have been for eighteen years; I was the assessor in 1849 and 1850.

Question 2: In whose name was the bookstore listed for the years 1849 and 1850? Answer: For the year 1849, it was listed in the name of Rev. John H. Brown. The amount of stock on the 10th of January same year, \$7,000; amount of annual importation for same year, \$11,000. On the 10th of January, 1850, the store was assessed to Mr. Dwight Brown. The amount of stock on the 10th day of January, 1850, was estimated at \$9,000; the amount of annual importations we did not take; it is my impression it was because they were about selling out.

*By Mr. Brown.*—Question 3: Is it not common with merchants, in giving in an account of stock, to make a good guess of the amount of stock as well as the amount of annual importations? Answer: I would suppose from what I have seen, that it was oftener guessed at than otherwise; we have come across some chance few who referred to their books.

Question 4: In what manner do you take in stores in the city assessment? Answer: By rates, as follows: any amount of stock on the 10th of January under \$3,000 constitutes a fourth-rate store, and the lowest rate store; \$3,000, and under \$15,000, constitutes a third-rate store; \$15,000, and under \$30,000, constitutes a second-rate store; \$30,000 and upward, constitutes a first-rate store under the city laws.

*By Dr. J. J. Bullock.*—Question 5: Are not all persons, in giving in city property, sworn to give its value to the best of their knowledge? Answer: In specie, at cost.

Mr. GEORGE NORTON deposed as follows:

Question 1: Are you, or not, the county assessor? Answer: I commenced in the years 1836-37, and have been from that time till 1851.

Question 2: Please state in whose name was the bookstore, sold by Brown to Goodloe, listed in 1848-49-50? Answer: In 1849 it was listed in the name of Dwight Brown; in 1848 it was listed in the name of Charles Marshall. In 1849, amount of assessment, \$7,000.

Question 3: What amount of taxable property annually has the Rev. John H. Brown listed since 1846? Answer: In 1846, it was \$2,500; in 1847, it was \$3,500; in 1848, it was \$3,500; in 1849, slaves \$1,500; in 1850, \$1,500.

*By Mr. Brown.*—Question 4: Do persons in giving a list of taxable property, give in a list of what is in any other state than the one in which they live? Answer: They do not.

Mr. W. M. O. SMITH deposed as follows:

Question: Did you, or not, present a proposition to Mr. Brown from Col. Goodloe, to arbitrate the matters of difference between them, in reference to the bookstore transaction? if so, please state the result of the interview between you. Answer: I never did present to Mr. Brown a proposition of the kind, but will state all I know with reference to such proposition. In the fall or winter of 1850, I was consulted by Col. Goodloe with reference to his difficulty with Mr. Brown, growing out of the sale of bookstore. M. C. Johnson, Esq., was also consulted, as counsel for Col. Goodloe, and we advised Col. Goodloe to make a written proposition to Mr. Brown to arbitrate the difficulties between them. I drafted one and handed to Col. Goodloe, and refer to a copy herewith filed. I understood from Col. Goodloe that Mr. Brown had verbally refused to accede to it, but of this I have no personal knowledge. The date of it will show the

time it was drawn by me. Afterward, in March, nothing having been done in the matter toward a settlement, I requested Mr. Brown to call at my office. I told him I was about starting to the Harrison court, and desired something definite should be done; that I should bring suit against him, unless it was arbitrated. Mr. Brown remarked, that he never had any objection to settling it by arbitration, if it was properly done; and stated that Col. Goodloe, in the proposition alluded to, proposed to refer it to men who were not lawyers. I replied, that was put in because Col. Goodloe seemed to fear he would choose his own lawyer; but that if he (Mr. Brown) would assure me that it was not his intention, that I would strike out the words "not lawyers." He very promptly said, such had never been his intention. I struck out the words, and made some other unimportant changes at Mr. Brown's request, and he accepted the proposition; and I understood the arbitration took place in accordance with that proposition so modified.

Mr. WILLIAM A. DUDLEY deposed as follows:

Question 1: Did you, or not, ever make a proposition, either directly or indirectly, to Mr. Brown to purchase his bookstore? Answer: I did not. There was some conversation between my friend, Judge George R. Trotter, and myself, in reference to the bookstore and the book business in Lexington; but there was not any proposition made by me, nor did I in any manner authorize Judge Trotter to make for me any proposition to buy the bookstore. Judge Trotter told me that Mr. Brown said that, on a capital of \$10,000, a man could clear \$5,000 a year in the book business. I replied, that I believed Mr. Brown was mistaken, and that, from my knowledge of the business here, I was positive it could not be done. I do not remember that anything further passed between us on the subject.

Question 2: Were you an officer in the Lexington Insurance Company? Answer: I was appointed a director of the company in May, 1851, and continued to hold my office till the company's failure in the succeeding November.

Question 3: What was the effect of the St. Louis fire, of May, 1849, and the death of Mr. Hunt, in the July or August following, and the value of the stock of the company? Answer: At that time I was merely a private stockholder, and had no other means of acquainting myself with the value of the stock, than the other stockholders of the company. The St. Louis fire was regarded as very disastrous, and the market value of the stock was immediately depreciated in consequence of it. I do not think that the death of Mr. Hunt had any effect on the value of the stock.

Question 4: Was there much demand for the stock after the St. Louis fire? Answer: I think sales were dull, without much demand.

Question 5: [Waived.]

Question 6: Do you know of any sales of stock at par after the St. Louis fire, except the sale to Henry C. Hart, of Paris? Answer: I do not personally, nor did I know that Mr. Hart had bought at par.

Question 7: Did you hear of the sale of Mr. Brown's stock to Mr. Foreman, at or about the time it was made? Answer: I heard it spoken of in the streets.

Question 8: Was there, or not, any surprise expressed at the price paid for the stock by Mr. Foreman? Answer: My recollection is there was.

Question 9: Do you know of any subsequent sales of stock at par, or has it since continued to decline in value until its failure? Answer: I

know of no sales. \*I think the stock did continue gradually to decline up to the failure of the company.

*By Mr. Bown.*—Question 10: What did I pay you for the stock I bought of you, September 29th, 1849, and was it the par value of the stock at that time? Answer: My impression now is, that \$40 per share was paid me by Mr. Sayre for you. I really can not say whether that was the par value of the stock at the time, but am inclined to think it was.

Question 11: Did you not purchase of Judge Marshall blank shares of insurance stock; if so, at what time, what did you pay for it, and under what circumstances? Answer: On the day before we received the news of the St. Louis fire, of May, 1849, I went to the office of Samuel R. Bullock with a view to sell him my insurance stock, which he had been talking about buying; not finding him in, I stepped into James C. Harrison's office, and there found Judge Marshall. The Judge told me he had some stock of his nephew's, which he wished to sell to pay a note in bank on which he was indorser. He wanted me to buy, which I declined doing as my own stock was for sale. I at last consented to take the stock, not doubting that I could sell it without difficulty, and could thus accommodate Judge Marshall without much trouble to myself. I paid or agreed to pay par for the stock. The next morning, before the transfer, the news of the St. Louis fire arrived.

Question 12: Did you retain the stock, and pay for it at its par value? Answer: Certainly I did, the bargain having been concluded while both of us were in ignorance of that disastrous fire.

*By T. W. Bullock.*—Question 13: Would you have bought that stock at par if you had known of the St. Louis fire at the time the bargain was made? Answer: I would not, most certainly. In November, or the early part of December, 1849, an offer was made me for my stock. The offer was either \$93, \$95 or \$97, I can not say positively which. The offer came through Mr. Barclay, then a general agent in Lexington. After some chatting I agreed to take the offer at a cash payment. In a short time Barclay told me his principal wanted four or six months' time. I declined allowing, in the hope that I could get the cash, and then Mr. Barclay informed me that his principal declined buying altogether; and further saith not.

Mr. F. A. HUNT deposed as follows:

Question 1: Were you, or not, one of the arbitrators in the dispute which arose between Col. D. S. Goodloe and Rev. John H. Brown, respecting the bookstore which Mr. Brown sold to Col. Goodloe? Answer: I was.

Question 2: Was there any evidence before you that Mr. Brown had made any misinformation in regard to there being other purchasers willing or anxious to buy his bookstore on the terms he offered? Answer: My recollection as to the various points to which testimony was adduced is by no means distinct. I do not remember of any attempt to prove such misinformation; I am sure none such was established.

Question 3: Was Mr. Todd, of Frankfort, George R. Trotter, or William A. Dudley examined on that subject? Answer: I think neither of them was.

Question 4: What was the representation proven before you as to Mr. Brown's misrepresentation as to the stock of books, etc.? Answer: The only proof I now recollect, was Mr. Skillman's statement of a conversation

between Mr. Brown and Col. Goodloe, that occurred in his presence, my general recollection of which is that Mr. Goodloe asserted in Mr. Brown's presence, that Mr. Brown had represented to him that the stock was a good one, which Mr. Brown admitted, and stated that he still considered it a good one.

Question 5: In the decision and award that you gave, did you consider the stock of books, etc., was as good as represented? Answer: I can only speak as to my own action in the award. I did not in my determination decide upon the quality of the stock. I considered the statement of Mr. Brown as to the quality of the stock, under the opportunities and irritations to examine for himself, which Col. Goodloe had, in the light of mere expressions of opinion, for the accuracy of which Mr. Brown was not responsible; and in the absence of any evidence of misrepresentation or fraudulent concealment on the part of Mr. Brown as to any material facts in regard to the subject of the contract, I did not consider that the quality of the stock was a matter on which it was necessary to decide.

Question 6: Was the certificate signed by you, given spontaneously, at your suggestion, or was it at the persuasion of Mr. Brown's counsel? Answer: The expression of opinion in the award was given spontaneously; the certificate embodying the same opinion, which was afterward printed, was signed at the persuasion of Mr. Kinkead, one of Mr. Brown's counsel in the arbitration.

Question 7: Although you gave that certificate in good faith, would you have given it if you had thought it would have been published?—do you think such publication was doing justice to the other party? Answer: I would not have given the certificate if I had known it would be published; not that I supposed that it would be doing any injustice to Col. Goodloe, but from a reluctance to volunteer a publication on such a subject, or in fact to appear in print about it needlessly.

Question 8: After reading the resolutions passed by a portion of the members of Mr. Brown's church and congregation, do you think those resolutions a correct interpretation of the judgment of the arbitrators, and of your own in particular, and the statements fair inference from that judgment? Answer: The preamble to those resolutions stated accurately the opinions expressed by the arbitrators in their award. The resolutions themselves express the opinions and resolutions of the congregation as derived from the award, and from the investigations of the congregation themselves. They express also opinions and resolutions growing out of, and having reference to, their relations to Mr. Brown. Not having been a member of the body, nor occupying those relations to Mr. Brown, nor knowing what facts their investigation elicited, I can not pretend to determine on the propriety of their resolutions, even if I could in any case properly be called on here for the expression of my opinion as to this controversy.

Question 9: Had you any reason to believe, after giving your certificate, that Mr. Brown declared his intentions to shield himself behind that certificate, and turn over to the arbitrators the necessity of defending him against any accusation Col. Goodloe might bring against him? Answer: I never heard Mr. Brown make any such declaration, nor did I ever hear of his making exactly such a one as the question contemplates. The only information which I have that would lead one to suppose that he entertained any intention resembling that specified in the question, was a con-



versation between himself and a gentleman now resident of this place, the substance of which was mentioned to me by the gentleman; my recollection is not distinct as to the precise language which was used in repeating the conversation to me. The substance was about this: That reference was made to a publication of Mr. Goodloe's, recently made; and the gentleman remarked to Mr. Brown, that he supposed he, Mr. Brown, would have to come out with another handbill. Mr. Brown perhaps expressing some surprise that he should speak of another handbill, the gentleman mentioned that he referred to the certificate of the arbitrators and counsel which had been published, to which Mr. Brown replied, that that was the publication of the arbitrators. Something further was said between the gentleman and myself about the necessity of those who gave the certificate to defend themselves, but whether this was our own inference, or repeated to me as having been said by Mr. Brown, I have no recollection. In fact, my recollection of the exact nature of the communication is quite indistinct. I can say certainly, that the impression produced upon my mind by the communication was, that Mr. Brown had represented the certificate as having been published by the voluntary act of the arbitrators, and by no agency of his own.

*By Mr. Brown.*—Question 10: Do you recognize the award shown you as the award of arbitrators, and the printed card shown you, signed by the arbitrators and my counsel, as the one published by myself? Answer: The award on page 14, Record, indorsed Brown's defense, shown me, seems to be a copy of the original, except a verbal error on the fourth line from the end, the word "have" being substituted for the word "reserve." The card, on page 17, is, no doubt, a copy of the original certificate given by the arbitrators and Mr. Brown's counsel.

Question 11: Does the original award of the arbitrators, in your handwriting, authorize any italization of the first item? Answer: I do not believe there was any difference between that and any other part of the award, or any indication, mark or handwriting, that any particular stress was to be laid on that clause, or any other part of it.

Question 12: On examination of the printed card, page 16 in ink, 31 in pencil, of the same document, which is admitted by Mr. Goodloe to be his card, do you not find words in the first items of the award italicized? Answer: I do.

Question 13: Will you, having been one of the arbitrators, state the effect of such italization? Answer: I believe if the original document had contained such italization it might have given ground to suppose that the arbitrators intimated that the transactions which had been developed before them, or some part of them, not submitted by the reference, affected the integrity or good faith of one of the parties.

Question 14: In the award of the arbitrators, did you consider that you passed upon the moral character of the parties, so far as matters of difference were investigated? Answer: I considered that we decided upon the integrity and good faith of the parties, as far as they were involved in the transactions developed before us in the investigation, and as far as the evidence and conduct of the parties before us enabled us to judge.

Question 15: Were not many questions asked by Mr. Goodloe's counsel and points made by them in the progress of the arbitration, tending to assail my moral character and to show fraud and deception on my part? Answer: Yes.

*By T. W. Bullock.*—Question 16: Has Colonel Goodloe represented in his card, or anywhere else, so far as you know, that the arbitrators italicised in that card as he has done? Answer: No further than would be inferred from the publication itself.

Mr. J. S. BERRYMAN deposed as follows:

Question 1: Were you, or not a member of the Presbytery of West Lexington, which met at Mt. Horeb church, on September 16th, 1847? Answer: I was, as will appear by the record.

Question 2: Who was the moderator of that Presbytery? Answer: Mr. Brown was elected moderator of that Presbytery, as will also appear by the record.

Question 3: Do you remember the excuse given by Mr. Brown for absence at a previous meeting of the Presbytery when called upon? Answer: I do. Mr. Brown was called upon to give reasons for absence from two Presbyteries, one a regular, and the other an adjourned Presbytery. He gave as a reason for his absence from one of those Presbyteries, which was the 17th June, 1847, that the board of trustees of Center College, of which he was a member, met at that time.

Question 4: Have you any reason to believe that Mr. Brown was not at that meeting of the board of trustees? Answer: I know he was not; I was a member of that board myself, was then present, and Mr. Brown was not there. I saw Mr. Brown on my way to Lexington and asked him, and he said he could not go; I think he said his health was bad, or some such reason. That was on my way to attend the meeting of the board.

Question 5: Have you any reason to believe that Mr. Brown knew when he was giving that excuse for absence from the meeting of the Presbytery, that he was not at that meeting of the board? Answer: He had reason to believe he was not at that meeting of the board in a very few minutes after he gave the excuse. Directly after the excuse was sustained, I arose and went to Mr. Brown, and told him, privately, he was not there, and he said, Never mind it. As to his excuse for his absence from the other Presbytery I have no recollection.

Question 6: Were you a member of the Synod which met in Frankfort, in 1850? Answer: I was.

Question 7: Do you remember the excuse given by Mr. Brown for absence from the Synod which met in Danville? Answer: The state of his health.

Question 8: State what you know about Mr. Brown's interference with Mrs. Price, in preventing her from securing the services of Mrs. Gay in a school she was about to establish at Pisgah? Answer: The first that passed between Mr. Brown and me about Mrs. Price's school, Mrs. Price requested me to see Mr. Brown, and I showed him a manuscript advertisement of her school; I asked him to insert the price of teaching French. Mr. Brown advised to insert teacher's prices. At the bottom of the advertisement Mrs. Price had stated in a note, that she had secured the services of Mrs. Gay and daughter as teachers in her school. Mr. Brown read it and said it was a mistake, that Mrs. Price would not get Mrs. Gay. I asked him for his reasons; he said there were several; but one was that she (Mrs. Gay) did not like to go to the country. I then told Mr. Brown I would not have the advertisement published, as I had intended, but would return it to Mrs. Price, which I did, saying to Mr. Brown at the time, it would be wrong to publish an untruth. When I returned the

paper to Mrs. Price, and stated what Mr. Brown had said, she seemed surprised, and said something was working wrong. The next thing I knew of the affair, a sister-in-law of Mrs. Price's told her that Mr. Brown was making arrangements to secure the services of Mrs. Gay in his school. Mrs. Price was much excited, but determined to go and see Mr. Brown, and give her opinion plainly as to his conduct toward her and her orphan children. I begged her not to go, but to let me see Mr. Brown, as I was sure he could not deceive or do her injustice. She consented; I went to Mr. Brown, stated to him that some of Mrs. Price's friends thought that he was interfering with Mrs. Price as regarded Mrs. Gay, and that he was making arrangements to get Mrs. Gay's services in his school. Mr. Brown said it was not true; demanded of me who had said so. I told Mr. Brown I was satisfied, and Mrs. Price would be, and that it was unnecessary to give the name of the person. Mr. Brown said that he could not do such a thing and especially toward Mrs. Price, to which I replied that he could not afford it. He then said it was probable the school would not be continued, and if it was, he would not need an assistant. We parted, as I supposed, friendly, as I was perfectly satisfied that Mr. Brown would, and had acted in good faith toward Mrs. Price. I saw Mrs. Price immediately after, and told her what had passed between Mr. Brown and me; while we were in conversation Mrs. O. Anderson came to us and remarked, that Mrs. Price would not get Mrs. Gay; that Mr. Brown would, and gave her reasons for thinking so. I assured her she was mistaken, and told her what Mr. Brown had said about not wanting Mrs. Gay. Mrs. Price wrote to Mrs. Gay again, and I heard but little more about the affair till Mr. Brown wrote to Mrs. Price in a letter, in which he spoke of one of her friends (not the most discreet friends) in a very harsh manner, and afterward admitted to me that it was me he alluded to; we had a good deal of talk, both pretty warm. I understood Mr. Brown employed Mrs. Gay in his school; she never went to Mrs. Price. I think what I have stated above happened in the year 1848. The last interview had with Mr. Brown was about the middle of May, 1848.

*By Mr. Brown.*—Question 9: What were the relations between you and myself up to the spring of 1848, and what have they been since that time? Answer: Up to the interview last spoken of, in May 1848, our relations were friendly, as far as I know; since then, and I am unable to speak definitely, sometimes pretty cordial, sometimes pretty distant. Until lately, the appearance was friendly.

Question 10: Were not your feelings kind and fraternal up to May, 1848? Answer: I think they were.

*By Dr. Breckenridge.*—Question 11: Has the alienation which you seem to intimate from those questions and answers existed for some time between Mr. Brown and yourself, had any connection with that about which you have been examined at this time, and if so, state what of them? Answer: I think the beginning of any unkind feeling that may exist between Mr. Brown and myself, has grown out of the affair of Mrs. Price and Mrs. Gay. I think Mr. Brown, in that whole affair, did me injustice, and he seems unwilling to forgive me.

Question 12: Is the Mrs. Price, of whom you have been speaking, the widow of the Rev. Jacob S. Price, the former pastor of Pisgah, spoken of in the charges, and if so, will you state why she was about to commence the school, and what were her circumstances? Answer: Mrs. Price is the

widow of J. F. Price, former pastor of Pisgah church. Mr. Price died suddenly in 1847; left his widow in straitened circumstances, in debt, he having purchased property just before his death; and she, by the advice of other friends and myself, was induced to teach a school at her own house, in order to feed, clothe, and educate six children, all quite young.

Question 13: Do you know what were the relations between Mr. Brown and Mr. Price, during the lifetime of Mr. Price? Answer: As far as I know, entirely kind.

Mr. C. HILTON deposed as follows:

Question 1: Is it not usual, in taking invoices, first to write down the quantity and price, and then to make the extensions and additions; and have you not had considerable experience as a clerk? Answer: I have had considerable experience in making out invoices. It is always the custom first to state the quantity and price, and then to make the extensions and additions.

Question 2: Is it usual for merchants, invoicing a stock of goods to be sold at cost, to put old and damaged goods at cost or valuation? Answer: From information which I have obtained from merchants, the custom is to value the part of the stock sold which is considered old and damaged. I have on one occasion assisted in taking the invoice of the amount of J. W. Scott's goods, which were sold to a gentleman who was acquainted with the stock. The sale was made at one-half of the original cost; and in taking that invoice, put in several articles without price; and the lot of bonnets which were out of fashion, and which had been on hands one, or two, or more years, which originally cost some four or five dollars, were put in the invoice at one dollar—for which Mr. Scott received fifty cents, which was gratuitous in Mr. Scott.

Question 3: Is it not usual for merchants, when invoicing a stock of goods which have been sold, to invoice them according to the contract? Answer: I am certain it is.

Question 4: If the contract requires all the stock on hand to pass at cost, ought the invoice to be taken that way? Answer: I think so.

Question 5: Are not invoices uniformly taken according to the contract of sale? Answer: From what information I have, that is the practice. The case of J. W. Scott's sale to Mr. Scroggin is an exception. My information is, that in a sale of a stock of goods the parties usually make it a part of the contract that some portion of the old and damaged goods shall be passed in valuation.

Mr. HENRY BELL deposed as follows, before Encampment:

Question 1: Was any charge made by Goodloe against the moral character of the Rev. J. H. Brown before you and others, as arbitrators? Answer: I understood Colonel Goodloe, before the arbitrators, to disclaim the intention of involving the moral character of Mr. Brown.

Question 2: In the printed card of John H. Brown, under the signature of the arbitrators and counsel of J. H. Brown, by language used in said card "of our investigation," did you wish to convey the meaning that moral character and fraud had been submitted to you, and that you cleared the parties of all those charges; or was your meaning that you had decided upon the correction of errors, and that no matter of moral character was before you? Answer: By the language, "our investigation," I did not mean to be understood as conveying the impression that Mr. Brown had

been charged with fraud before the arbitrators, or that his moral character had been assailed.

Question 3: Was the charge of the old almanacs contended for as being a proper charge, before the arbitrators, by Mr. Brown? Answer: I think it was.

Question 4: Did the arbitrators award that the Rev. J. H. Brown should pay Goodloe for a number of charges amounting to several hundred dollars, that Brown contended were not errors? Answer: The arbitrators awarded to Colonel Goodloe several hundred dollars (see award). The award embraced the admitted errors, whatever they were.

Question 5: Did Dwight Brown state before the arbitrators that he paid a workman for putting a drawer in, or making some alteration in a writing desk bought of G. W. Norton? Answer: My recollection is, that Dwight Brown gave as a reason why there was an advance upon the cost of the desk, that some alteration or addition was made to it; I do not recollect that he said the alteration was made by workmen.

Question 6: Did Dwight Brown, some weeks after, when shown the writing desk, and told by Goodloe that he testified before the arbitrators that he had paid a workman for putting drawer in desk, deny having so testified, but said he had testified that he had put some razors in the desk? Answer: I can not say that he denied having so testified before the arbitrators. His statement was, in some respects, different; but the impression still made upon my mind was, as before stated, that the alteration or addition was the reason why there was an advance upon the cost of the desk. I regarded the conversation as explanatory on the part of Dwight Brown.

Question 7: Have you ever known of an instance of a man's doing business amounting to \$15,000 per year, under his own name, and he not interested in that business to the amount of one cent? Answer: No, I think I never have.

Question 8: Was Dwight Brown introduced to testify before the arbitrators and challenged by Goodloe as an illegal witness, believing him to be interested, and did he then swear that he was not interested to the amount of a cent in the bookstore sold me, and proceed to testify in the case pending between Goodloe and his father? Answer: Yes, he did. He was objected to by Colonel Goodloe.

Question 9: Have you, in your long experience in business, ever seen as many overcharges in any invoice as there are in the invoice of Brown to Goodloe? Answer: There were certainly a good many errors, and items considered as overcharged—I thought more than usual.

Question 10: Were there any errors contended for by Brown made in favor of Goodloe, save in additions and extensions, before the arbitrators? Answer: There were not. My recollection is, that there was a list of errors exhibited by Dwight Brown. Colonel Goodloe arose to explain or contest; when Mr. Dwight Brown promptly said that his father did not make an exhibit of the list of errors for the purpose of contending for them, but merely to show that such errors did exist.

Question 11: Had Goodloe introduced testimony and proved before the arbitrators that it was agreed between him and Brown that if Goodloe proved that Brown had made more errors in invoice of Brown to Goodloe than Brown was willing to correct, that Brown was to pay the cost of arbitration; if not proved, Goodloe was to pay the cost: would you have

awarded that Brown should pay the cost of arbitration? Answer: Had such proof been made, the arbitrators could not have awarded the costs against him, but should have been bound by the agreement. This, I think, is a clear point.

Question 12: Did you and F. K. Hunt furnish me the items of the award, and did you and myself compare that with my printed card, and do you believe that my printed card is substantially correct? Answer: I recollect distinctly that the arbitrators furnished Colonel Goodloe with the items of the award, and that Colonel Goodloe called my attention to the proof-sheet of his published card, and I told him that I believed it was substantially correct.

By Mr. Brown.—Question 13: Did you and Mr. Hunt furnish the items of the award to Mr. Goodloe in the position they occupy in Colonel Goodloe's card, or did Mr. Goodloe arrange the items as they appear in his card? Answer: We did not furnish them in the form in which they appear in Colonel Goodloe's card. We furnished the items of the award, and Colonel Goodloe arranged them as they appear in his card.

Question 14: On comparison of the original award in F. K. Hunt's handwriting with Mr. Goodloe's printed card, do you not find words italicised in his card which are not underscored in the original? Answer: I do.

Mr. HENRY BELL's testimony before commission:

Question 15: Was there any evidence before you, in the arbitration between Mr. Brown and Mr. Goodloe, that Mr. Brown had made any misrepresentations in regard to there being other purchasers willing or anxious to buy the bookstore on the terms he sold to Mr. Goodloe? Answer: I do not recollect any such evidence.

Question 16: Was Mr. Todd, of Frankfort, George R. Trotter, or W. A. Dudley, examined on that subject before you? Answer: I think neither of them.

Question 17: Was anything proven before you as to Mr. Brown's representations of the quality of the stock of books? Answer: My recollection is, that Mr. A. T. Skillman was examined upon that subject, and my impression is, that he testified that Mr. Brown said the stock was a good one, and that he still said it was as good as he represented; that is the only testimony that I recollect of, as having been introduced on that subject.

Question 18: In the decision and award you gave, did you decide that the stock of books was as good as represented by Mr. Brown? Answer: My recollection is that we made no decision as to the representation of Mr. Brown as to the stock of books being as good as he had represented, but that our labors were directed to the correction of errors, and deciding as to how far certain portions of the stock passed under the contract from Mr. Brown to Mr. Goodloe.

Question 19: Was, or not, the question of fraud considered by you at all in your arbitration? Answer: I think not; I did not so consider it. I understood at an early stage of the proceeding, Col. Goodloe to disavow any intention of imputing fraud, or of involving Mr. Brown's moral character. I do not recollect the words which were used exactly, but it was in connection with a certain question which I asked one of the witnesses; his (Col. Goodloe's) lawyers did not argue the case upon that ground.

Question 20: State the reasons why the arbitrators felt called upon to

publish the certificate exculpatory of Mr. Brown? Answer: When the certificate was presented to me for my signature by Mr. Kinkead, I recollect that I said to him that I saw no necessity for such a certificate, and that my first impression was, from the impulse of the moment, that I ought not to sign it particularly, as we had already said in our award all that was necessary. I understood from Mr. Kinkead that Mr. Brown merely wished it for the gratification of a few friends, and I did upon a second reflection sign it, though I did so reluctantly, because I sincerely hoped and believed this unpleasant matter had been finally disposed of, and I very much feared at the time that this certificate would lead to a further agitation of the subject. I would further state that I had nothing to do with printing the certificate, and I did not understand when I signed it, that it was to be published in hand-bills.

*By Mr. Brown.*—Question 21: Does the certificate signed by the arbitrators and Mr. Brown's counsel, and published by Mr. Brown, contain anything which you did not think true, and which would have prevented you from signing it? Answer: I did not think that the certificate contained anything untrue, that I reluctantly signed, but because I feared it would lead to unpleasant results, by again agitating all those matters that I thought had been finally settled.

*By Dr. Breckenridge.*—Question 22: Did you intend by the award you gave or the certificate you signed, to express any opinion as to the fairness of the contract made by Mr. Brown with Col. Goodloe? Answer: At the opening of our investigation, I understood that the contract was admitted by Col. Goodloe's counsel to be a good one, and that it was for us to say how far the stock passed from Mr. Brown to Col. Goodloe under said contract, and I did not, by the award or certificate intend to express any opinion as to the fairness of the contract between Mr. Brown and Col. Goodloe, but in the adjustment of matters between them with said contract before us.

Question 23: Did you consider any question as to the fairness of the contract itself, submitted to you or involved in your award or in your certificate? Answer: I did not consider the question as to the fairness or unfairness of the contract before us, but simply the carrying out the contract.

Question 24: Was any question submitted to your final decision, or intended to be embraced by your award and your certificate, except with regard to the interpretation of said contract and the correction of errors under it? Answer: I did not consider in our investigation that we had anything to do with any other question than the interpretation of said contract and correction for errors.

Question 25: Did you intend by the words "transactions that have been submitted to your investigation," used in the first decision in the award which is now shown to you, to embrace any transactions between Mr. Brown and Col. Goodloe except transactions after and under the contract? Answer: I did not.

Question 26: Did you intend by the words "matters in controversy between the parties," used in your certificate now shown to you, to embrace any matters between Mr. Brown and Mr. Goodloe except those under and after the contract? Answer: I did not.

Question 27: Would you consider the use of your award and your certificate to prove that you approved of the whole conduct of Mr. Brown in

making the contract of Col. Goodloe a proper use of them: Answer: I would consider that the use of the award and certificate to prove that the arbitrators approved of the conduct of Mr. Brown in all of the matters submitted to their investigation a proper use of them, but not of course as to matters that were not before them.

By Mr. Kinkead.—Question 28: If any fraud had been proved as to the contract, would you not have felt bound under the submission to have set it aside or made Mr. Brown pay damages according to the extent of the fraud? Answer: If fraud had been proven as to the contract, then I take it for granted the question as to the fairness of the contract would have been fairly before us, and in that case we would have embraced in our award the amount or extent of said fraud.

Question 29: Do you, or not, recollect that Mr. Skillman's statement of what Mr. Brown said as to the goodness of the stock was called out by Col. Goodloe's counsel, with a view of showing that such misrepresentations were made by Mr. Brown, and would vitiate the contract? Answer: I can not say, as I do not distinctly recollect with what view Mr. Skillman was introduced upon that branch of the question, but I took it for granted from the questions asked him, that it was to show that Mr. Brown had misrepresented the stock to Col. Goodloe.

Question 30: If you, as one of the arbitrators, had been of opinion that Mr. Skillman's testimony upon that point had proved Mr. Brown to have been guilty of misrepresentation in making the contract, would you not have treated it (the contract) in your award as vicious? Answer: If the question of fraud as to the contract had been before us, and Mr. Skillman's testimony had proven such misrepresentations as amounted to fraud, then I take it for granted we should have decided the contract as fraudulent.

Question 31: Was there any formal withdrawal from the arbitrators by Mr. Goodloe's counsel before they began to take testimony, of the question of fraud in the contract? Answer: I do not recollect that there was any formal withdrawal of the question of fraud in the contract, but I recollect that at a very early stage of the proceedings, that Mr. Goodloe's counsel did not rely upon setting aside the contract, but conducted the case as to the interpretations of the contract for the correction of errors.

Question 32: Whether, or not, at the time Mr. Skillman was examined, Mr. Goodloe's counsel, according to your understanding of their object in putting questions to him, as to Mr. Brown's representations to Col. Goodloe, must not have put those questions with a view of showing fraud in the contract? Answer: I can not say positively as to what might have been the object of Col. Goodloe's counsel, in the questions they asked Mr. Skillman as to the representations of Mr. Brown, but I judged it to be, of course, to prove that Mr. Brown had, in the sale of the bookstore, made to Col. Goodloe misrepresentations.

Question 33: Were such questions pertinent to the matters which you considered before you for decision? Answer: Such questions, I presume, were only pertinent so far, as at an early stage of the proceedings they might enable Col. Goodloe's counsel to decide as to their course in the prosecution, or they may have supposed it might have some influence upon the arbitrators in throwing out some part of the stock considered by them as not merchantable under the contract.

Question 34: Did you understand that the charge of fraud in the contract was not made or persisted in by Col. Goodloe's counsel out of



tenderness to Mr. Brown, or because they had no testimony to support it? Answer: I do not recollect that Col. Goodloe's counsel gave, or if they did, what were their reasons why they did not rely upon proving fraud in the contract, but I of course suppose, if they had been in possession of evidence to prove fraud, they would have produced it.

*By Dr. R. J. Breckenridge.*—Question 35: Was there anything in the submission that obliged Col. Goodloe to proceed against Mr. Brown before the arbitrators, as for fraud in making the contract? Answer: I think not.

Question 36: As an arbitrator, would you feel at liberty to press an investigation in order to prove fraud on Mr. Brown, and then insist on giving a decision on that point, when Col. Goodloe and his counsel chose to decline going for fraud against Mr. Brown in that form of proceeding? Answer: As an arbitrator, I would not feel authorized in pressing the investigation of any matters not directly before me, and upon the proper evidence; and I did not consider that the question of fraud was before us in the investigation of the matters in controversy between Mr. Brown and Mr. Goodloe, and understood both Mr. Goodloe and his counsel not to rely on proving on Mr. Brown fraud in the contract.

Question 37: You are a merchant, I think, of long standing and large business? Answer: I have been a merchant on my own account since August, 1828, and for the last twenty years in Lexington; and have most of the time done what would be considered in this place a large business.

Question 38: According to the custom of trade as known to you, in selling out on a contract for the sale of an entire stock at cost, would damaged goods pass and be valued as sound? Answer: As I understand the custom of trade in selling out an entire stock of goods at cost, the whole of the stock passed under the contract at cost, except where there were articles embraced in the stock that were particularly and very badly damaged, or where there were articles possessing no value whatever. In the first of those cases, I think it would be usual for them to pass at valuation; and in the latter, they would not pass at all. I do not mean, however, by the first class, goods that were shop worn, or defaced from long keeping, or that have greatly depreciated in value; for all such would clearly pass under the contract; nor is it expected in buying out an old stock of goods, that the articles are to be all strictly merchantable, as we would expect goods to be in buying from first hands, but only that the stock should be free from articles possessing no value, or those so badly damaged as to nearly or entirely destroy their value.

Question 39: By the custom of trade, if an entire stock is sold, and with it the good will of the stand and the influence of the person selling out, is the person so selling out held bound under all circumstances either to comply with his contract of good will or influence, or else to refund what was paid for them? Answer: I think it is usual and customary in selling out an old stock of goods, that it is always expected and understood, that the good will of the person so selling out, and of the stand, goes with the stock, and that the person so selling out, is expected to use his influence in favor of his successor; for except such inducements I can see no motive in buying out an old stock, and usually, I would say, that the seller was bound

to use his influence, but how far, under all circumstances, he would be so bound, I am not prepared to say.

The deposition of M. D. GILBERT, taken before a committee of Webb Encampment :

Question 1 : Have you been clerking for D. S. Goodloe since near the 15th day of May, 1850 ? Answer : I have.

Question 2 : Did you show to J. Griswold the stock I bought of John H. Brown ? Answer : So far as the same was not sold at the time Mr. Griswold made his valuation, I did.

Question 3 : Has Griswold the reputation of being a good judge of books, stationery, etc. ? Answer : He has the reputation of being the best judge of books in the West.

Question 4 : Have you frequently told me that you could buy a better stock for \$5,000 than the stock sold by Brown to me ? Answer : I have frequently said, that for \$5,000, I could purchase a stock on the sale of which I could make more money.

Question 5 : Did Dwight Brown say, when correcting the invoice of pens, that I told him that I knew nothing about the business and relied upon him and his father to make out a correct invoice ? Answer : He did.

Question 6 : Did Dwight Brown mark any trade sale catalogue and order my books for me until you commenced with me, and have you not since marked my catalogue and bought my books for me ? Answer : Mr. Brown told me he had done so, and since I came there I have done so.

Question 7 : Has not the stock I purchased since I have been in the business been much better than the stock I bought of Brown ? Answer : It has.

Question 8 : Did Dwight Brown say that he gave \$140 to Marshall for the old circulating library and had sold most of it, and had charged Goodloe \$40 ? Answer : He did.

Question 9 : What did Marshall charge Brown for old circulating library ? Answer : Forty dollars.

Question 10 : Did Goodloe, in your presence, say to John H. Brown that he had represented the stock to him to be good ? Answer : He did.

Question 11 : Did Brown deny that he said the stock was good ? Answer : He did not.

Question 12 : Has Goodloe generally sold the books he bought of Brown for anything he could get over cost and carriage, and directed you to do so ? Answer : He did.

Question 13 : In correcting the invoice with Dwight Brown, did we find ten volumes "Colonial Library" charged in Brown's invoice to Goodloe at 55 cents per volume, and "Robinson's Researches" at \$5, and did Dwight state that the "Martin's Colonies" cost 50 cents per volume and change the price to that, and insist that that was the cost and that "Robinson's Researches" cost \$5, and did we not ascertain by Marshall's invoice, that "Martin's Colonies" cost 37 cents per volume and "Robinson's Researches" \$4 ? Answer : To each of the several questions embodied in the above, I answer, yes.

Question 14 : Did you in my absence, in August or September, 1850, refer to invoice of Brown to Goodloe and find charge of old almanacs, and advise me of the charge when I returned from the East ? Answer : I did.

Question 15: What was my reply? Answer: You replied that I must be mistaken; I then referred you to the charge and you stated that Mr. Brown and Dwight had made the inventory, and that you had never examined it, but intended to do so soon.

Question 16: Have you heard John H. Brown and Dwight Brown say that no portion of the stock purchased of Marshall was valued? Answer: I have.

Question 17: Did Dwight Brown swear before the arbitrators that he paid a mechanic for doing some work, putting in a drawer in a writing desk that he had traded for with George Norton? Answer: He swore he paid a mechanic for doing some work on a desk he traded with George Norton for, and I think it was for putting in a drawer.

Cross-examined—By Mr. Brown.—Question 1: In the valuation of the stock by Mr. Griswold, who aided him? Answer: I did, so far as showing the articles, but not in fixing a valuation.

Question 2: Did Mr. Goodloe render any aid, or was he present any portion of the time?

Question 3: When did the valuation take place? Answer: A short time prior to the arbitration between Messrs. Brown and Goodloe; I think in April or May last.

Question 4: How did you get at the value of that portion of the stock sold before the valuation? Answer: So far as I could, I told him of the condition, and of the value he judged for himself; I did not get at the value of anything.

Question 5: How did you get at the value of that portion sold before you entered the bookstore? and what amount of stock was sold or put out on commission from March 1st, 1850, to the time you came to live in the bookstore as a clerk for Mr. Goodloe? Answer: I valued nothing, and how Mr. Griswold appraised those I can not say. The amount sold from the first of March to the time I came, I can not give, as I have not got the books to refer to.

Question 6: Has not Mr. Goodloe been in the habit of selling his stock at a very small profit, and rather than not make a sale, has he not often sold stock purchased by himself, at a very small advance on cost and carriage? Answer: Col. Goodloe has often sold to merchants and others, who buy to sell again, at a very small profit; but in retailing, I think his profits have been about the same as similar establishments through the country.

Question 7: Did Dwight Brown swear before the arbitrators that he paid a workman for putting a drawer in a writing desk procured of George W. Norton, or did he swear that the price of the writing desk was increased by putting in the drawer some implements necessary to make it perfect, such as razor, etc., and did he not swear that these were put in by Mr. Dean, and the box then marked according to the cost? Answer: Dwight Brown swore that he paid a workman for doing some work (I think putting in a drawer,) on a desk procured from George W. Norton.

Question 8: Did you not make the corrections in the invoice, in extensions and additions, and what amount did you find in Mr. Goodloe's favor and what in mine, and what was the difference, and was not the final settlement by the arbitration based upon your corrections? Answer: I did

make the corrections mentioned, but I can not now tell the amount as I have no data to refer to, and whether the settlement by the arbitrators was based upon those corrections, I never examined or inquired.

Question: Was my account, as charged on my books, including charge of \$26.89 for carriage, etc., returned to Lea & Blanchard correct? did you pack and ship them back to them by their request, and what service were they to me? What was the salability of the other books charged over to me on commission by Mr. Brown; are they now generally in the store, and were you in the business for yourself would you take such stock on commission? Answer: I think the charge of \$26.89 for carriage, etc., was correct. I packed and shipped them to L. & B. at their request; I do not think they were of any service to Col. Goodloe. The greater part of the books that were held by Mr. Brown on commission and transferred by him to Col. Goodloe were unsalable, and if I were in business myself I would not accept such books on commission; the greater part of them are now on hand, except those that were returned to the owners, but very few of them having been sold.

F. G. STRAHAN was then sworn, and deposed as follows:

That Mr. Brown, when called on for his excuse for absence at a previous meeting, stated that the meeting of the Presbytery was on the same day of the meeting of the board of trustees of Center college, and that he was a member of that board.

Cross-examined by Mr. Brown.—Question: Did you, at that time, know that I had not attended the meeting of the board of trustees, which met on the same day with the Presbytery? Answer: I did not. I considered it at the time a valid excuse, because I inferred that Mr. Brown was at the meeting of the board.

Question: How long after the meeting of Presbytery at Horeb before you ascertained I was not at the meeting of the board of trustees, in Danville, which met on the same day? Answer: I had heard it stated that Mr. Brown was not at the meeting of the board referred to, but did not know certainly as to the fact, until the testimony of Dr. Young and the records of the board were exhibited.

Question: How long after the meeting of the Presbytery at Horeb before you heard it stated that I was not at the meeting of the board of trustees in Danville? Was it one, two, three, four or five years? Answer: I have no recollection.

Question: Do you remember the reasons I assigned at Horeb for absence at the preceding regular meeting of the Presbytery? Answer: I have no recollection.

Question: Do you remember whether, or not, any other ministers at that meeting assigned reasons for absence at previous meeting of Presbytery, and if so, who were they, and what were their reasons? Answer: I have no distinct recollection except, perhaps, in the case of Mr. Fields. The reason of his absence I do not recollect.

Question: Do you remember whether, or not, any ministers at the Presbytery at Horeb were excused for non-attendance at previous meetings of the Presbytery; and if so, who were they, and what reasons were assigned by them? Answer: I remember that there were a number of ministers excused or sustained for absence at previous meetings.

Question: When did you last read the records of the Presbytery at Horeb, which met September 16th, 1847? Answer: I have no recollection that I ever read them. I looked simply at the dates of the meetings at Horeb and Frankfort, in preparing an extract for Mr. Brown, previous to the former meeting of the commission, but did not read any except that part which refers to the organization of the Presbytery.

Question: Do you remember whether, or not, my reasons for absence were unanimously sustained? Answer: I do not. I voted for it. I do not recollect that any one voted against it.

By Dr. Bullock.—Question: Do you, or not, suppose that the cause of your remembering the reason assigned by Mr. Brown for absence rather than the reasons assigned by other members of Presbytery is, that your attention was fixed upon it by the fact, that you afterwards heard it stated that Mr. Brown had assigned a reason for absence which involved his veracity? Answer: That, perhaps, had an influence; but the special reasons were, that he was to a considerable extent a stranger to me, the moderator of the Presbytery, and because an universal one, and I thought it a better reason than the reasons given by other members.

By Rev. J. H. Brown.—Question: Was J. H. Brown, at that time, more of a stranger to you than Rev. Stuart Robinson? Answer: I do not recollect.

By same.—Question: Do you recollect the reason for tardiness assigned by Rev. Stuart Robinson at that meeting of Presbytery? Answer: I do not.

The deposition of A. R. McKee, taken before a committee of Webb Encampment:

Question 1: Did Rev. John H. Brown propose to sell you the bookstore? Answer: He did not.

Question 2: If by a letter, give a copy of all he wrote on the subject? Answer: I answer, the letter has been destroyed, and I can only state the substance of my letter and his answer, which I will do in answer to the third question.

Question 3: If verbally, how much stock had he; was the stock good, and on what terms did he propose to sell, and what profit could be made? Answer: I answer, that I wrote to Mr. Brown, making inquiries about the book business in Lexington, and also inquiring if he wished to sell his bookstore? He answered my letter, stating that the book business in Lexington was not so profitable as it once was, owing to the schools—law, medical, and literary—being in a dilapidated condition, and also to the amount of competition; and that he would not advise me as a friend, being unacquainted with the business, to engage in it. This was about the substance of our correspondence on the subject, to the best of my recollection.

Cross-examined by Mr. Brown.—Question 1: Did, or not, you write to me in reference to the purchase of my bookstore; and if so, please state the substance of your communication? Answer: I answer, that I did write to Rev. John H. Brown in relation to the bookstore, the substance of which is given in answer to third interrogatory by Col. D. S. Goodloe.

Your letter inclosing two additional questions by Rev. John H. Brown has been received, and I proceed to answer, to the best of my recollection.

1st, when I replied to your letter making inquiry whether I wished to sell my bookstore, etc., did I, or not, state that I regretted I had not heard from you sooner, that I had just sold to Col. Goodloe, and that the book business in Lexington would not justify another, and therefore I would advise you to abandon it? Answer: I do not recollect that Mr. Brown informed me that he had just sold to Col. Goodloe, though such may have been the fact; but I do recollect that he advised me not to engage in the book business in Lexington for reasons specified in my previous answer.

Question: Did I, or not, state that I would have been much pleased to have your family in Lexington, and yourself a member of my church, and therefore regretted I had not known your wishes sooner, but would advise you as a friend, not to think of opening a new store? Answer: I recollect that Mr. Brown expressed a wish to have me settle in or near Lexington, and also that he advised me as a friend, not to engage in the book business in Lexington; but I do not recollect that he expressed a regret that he had not known my wishes sooner, for, as I stated above, I do not remember that he informed me that he had sold.

Mr. THOMAS B. BAXTER deposed as follows:

Question: Were you not the Secretary of the Lexington Fire and Marine Insurance Company? Answer: I was for about twelve years.

Question: Was not the Rev. John H. Brown a stockholder in that company, and to what extent? Answer: He was; he owned fifty-eight shares.

Question: Were not the gains of that company during the time Rev. J. H. Brown was a stockholder, very large? Answer: They were. In September 29th, 1849, Mr. Brown purchased 58 shares, and transferred as follows, to wit: 12th June, 1848, Ben. Warfield, 10 shares; 3d July, 1848, C. Church, 10 shares; 24th July, 1848, W. H. Braid, 10 shares; 29th July, 1848, W. E. Milton, eight shares; 14th November, 1849, Rev. E. Foreman, 13 shares;—leaving Mr. Brown at the present time still averaging seven shares. During the period of the ownership of Mr. Brown the company declared the following dividends, to wit: November 1st, 1847, \$10 per share; May 1st, 1848, \$5 per share; November 6, 1848, \$3 per share; May 7th, 1849, \$10 per share;—making in all \$28 per share. At the time Mr. Brown purchased the stock there was due upon it \$55 per share, and Mr. Brown executed his note for \$3,190.00, leaving the par of the stock \$45 per share. But we have no means of ascertaining from the books what any stockholder gave for his stock.

Question: When was the last dividend made by that company? Answer: May 7th, 1849.

Question: Did not the character or market value of the stock fall, after the St. Louis fire? Answer: I suppose it did, in the estimation of the public.

Question: From the best information you have on the subject, was there, or not, a general impression among the directors and stockholders that there would be no dividend declared in November following the St. Louis fire? Answer: Yes.

Question: Do you know of any sales made at par after the St. Louis fire, except the sale of twenty shares made to Henry C. Hart, of Paris, July 28th, 1849, by you, as agent for John W. Hunt, immediately previous

to Mr. Hunt's death? Answer: I do not. The reason I know of this was, that I sold the stock myself.

Question: Had not that stock a market value, so that you could tell what was its value at any given time? Answer: It was a very fluctuating stock.

Question: From the best information you have, did not that stock constantly depreciate in value from the time of the St. Louis fire and the death of Mr. Hunt to the failure of the company? Answer: It did, and it was almost unsalable, as there was but few transfers made.

Cross-examined by Mr. Brown.—Question: What amount on each share was paid by stockholders at the call of the director after the St. Louis fire? Answer: \$27 per share.

Question: When did the St. Louis fire occur? Answer: May, 1849.

Question: State when the transfer of nineteen shares of stock was made by Charles E. Marshall to William A. Dudley? Answer: May 19, 1849.

Question: Do not the books of the company show an improvement in its condition after the St. Louis fire up to January 1st, 1850? Answer: No.

By Dr. Breckenridge.—Question: State the exact amount paid by stockholders upon each share, under the calls of the company? Answer: \$42 per share paid; but there were \$9.50 repaid in cash dividends, making \$32.50.

By same.—Question: What were the net amount of net earnings of the company per share? Answer: \$67.50.

By same: Question: State the length of time which was necessary to make that amount of earnings from the organization of the company up to the time of the last dividend? Answer: Thirteen years.

By same.—Question: State whether the amount of 32.50 per share, which was the whole amount paid by each stockholder under the calls of the company, was paid all at one time and at the commencement of the company, or was paid along during those thirteen years? Answer: \$5 a share was paid at the organization of the company, in 1836, and \$10 a share in the year 1840, and \$27 a share in the year 1849, out of which was paid back at various times during a period of three years, from 1843 to 1846, a cash dividend of \$9.50.

By same.—Question: During the time Mr. Brown was a stockholder in the company, was he in the habit of visiting the office of the company like other stockholders, to ascertain the condition of the company? Answer: I have no recollection of seeing him there except in order to transfer stock.

By same.—Question: Whether, or not, is not all the stock in all fire insurance companies considered a peculiarly unsafe kind of stock? Answer: Yes.

By same.—Question: Have you any recollection of having heard Mr. John H. Brown make any statements in regard to the business habits or moral fitness of his son, Mr. Dwight Brown, for business? Answer: I have heard statements made by Mr. Brown respecting his son; but they were made in a place that I do not think myself at liberty to repeat them.

By same.—Question: Have you any objection to stating where that place was? Answer: I have no objection; and it was before a committee of Encampment of Knights Templars.

By Dr. Bullock.—Question: Was Mr. Brown among the number of stockholders who advanced 25 per cent. on their stock to save the credit of the company, in 1851? Answer: He was not.

By Mr. Brown.—Question: Was not this advance of 25 per cent. on the part of the stockholders a voluntary advance, and did not a large number of the stockholders decline to make it, especially those who owned a small amount of stock? Answer: Yes; a majority of the stock advanced \$42,500 out of \$75,000.

Mr. W. M. Todd was then sworn, and deposed as follows:

Question: Did you ever make an offer to Mr. Brown for the purchase of his bookstore? Answer: I never did.

Question: Did you ever design to make the impression on Mr. Brown's mind, either in conversation or by letter, that you were willing to give him original cost and 7 per cent. for his stock of books? Answer: I did not. There was no conversation between us as to terms that I recollect of. For further explanation I refer to my testimony taken before a committee of Webb Encampment, No. 1, page 34, "Goodloe *versus* Brown, and cross-examined," and which I here adopt as my testimony before this commission, and is as follows:

Question 1: Did the Rev. J. H. Brown propose to sell his bookstore to you? Answer: He did, on the steam-boat between Frankfort and Cincinnati, I think in the presence of H. J. Bodley, Esq.

Question 2: If the proposition were by letter, give copy of letter on that subject? Answer: I received but the one verbal proposition above stated.

Question 3: If verbally, what was the condition of his stock; what amount on hand; what could he reduce it to; what profit could be made; and on what terms did he propose to sell? Answer: I do not recollect any statement as to condition of stock, etc. I replied, that I would think of the matter, and if I concluded to purchase, would write him on the subject; but have never done so; no correspondence has passed between us on the subject.

Cross examined by Mr. Brown.

Question 4: Mr. Wm. M. Todd—As Mr. Goodloe has propounded three questions, which he desires you to answer, I also desire you to answer the following:

Please state the substance of our two, or perhaps more conversations we had on the subject of your removal to Lexington, and purchasing the bookstore I formerly owned, and which I sold to D. S. Goodloe?

JOHN H. BROWN.

Answer: The only part of the conversation recollected by me on the steam-boat was, I think, in presence of H. J. Bodley, Esq., in which you proposed to sell your establishment, and stated, as an inducement, that a business could be done in Lexington of from 20,000 to 25,000 dollars. I do [not] recollect anything's being said as to the *amount* or condition of your stock. The next conversation on the subject was in one of the rooms of the Mansion House in this place, when you informed me that you had sold



to Mr. Goodloe, (I think in reply to my apology for not having written to you) The conversation was short on the subject—you merely stating the terms upon which Mr. Goodloe had agreed to purchase.

(Signed)

W. M. Todd.

*Dr. J. Ayres :*

Dear Sir,—Since writing my answers, I have thought, that perhaps I should give, as near as I can recollect, the terms upon which Mr. Goodloe had agreed to purchase, as stated by Mr. Brown, in the conversation in this place. Mr. Goodloe was to take possession, I think, in March or May, paying Mr. Brown cost and seven per cent., giving Mr. Brown the privilege of reducing his stock as much as he chose, in the time intervening between the acceptance of the proposition by Mr. G. and his taking possession of the stock. This conversation was in the fall or winter—I think in the fall; there was fire in the room occupied by Mr. Brown in the M. H.

Yours,

W. M. TODD.

Question 5: Were you willing, at any time, to purchase that bookstore upon the terms aforesaid? Answer: I was not—neither that nor any other book stock of which I have a knowledge.

Question 6: Have you, or not, been a number of years engaged in the book business? Answer: From September, 1836, to the latter part of August, 1852, in Frankfort, this state.

Question 7: Were you not frequently in the habit of visiting, from time to time, the bookstore owned by Mr. Brown, formerly owned by Mr. Marshall and Mr. Skillman; and also of examining their stock of books as far as you could by a cursory examination? Answer: During Mr. Skillman's term I was frequently there; but during Mr. Marshall's and Mr. Brown's time, very seldom.

By Dr. R. J. Breckenridge.—Question 8: How long have you been a member and how long a ruling elder of the Presbyterian church? Answer: A member 25 years, last June—a ruling elder about 16 years.

By same.—Question 9: Do I understand you to say, that Mr. Brown, Mr. Charles S. Bodley, and yourself, all went on the same boat to Cincinnati; that you were all three engaged in the book business; that you all three visited Cincinnati in connection with that business; and that you all three roomed in the same room in Cincinnati? Answer: That is my recollection. I am not positive as to Mr. Brown's occupying the same room; but I am certain as to the other facts.

By same.—Question 10: At the time of that visit, Mr. Brown, and not Mr. Goodloe, as I understand you, was the owner of that bookstore in Lexington? Answer: He was.

By same.—Question 11: What seemed to be the state of Mr. Brown's health at that time? Answer: He was complaining a good deal, and what strengthens my opinion in that was, he asked leave to take my arm in going to church sabbath night, saying that he was very weak in the back.

By same.—Question 12: Do I understand you to say, that the next interview you had with Mr. Brown was the one at the Mansion House, at Frankfort, in which he told you he had sold his bookstore to Col. Goodloe? Answer: Mr. Brown called on me on his return from Cincinnati. (I having returned from Cincinnati before him;) but nothing was said in relation to

the sale of the bookstore until the conversation spoken of in the Mansion House.

By same.—Question 13: State, according to your best recollection, what length of time elapsed between your visit to Cincinnati and your conversation with him in the Mansion House at Frankfort? Answer: I have no distinct recollection; but I do not think it could have been more than six or eight weeks.

By same.—Question 14: In the sale of a whole stock at cost and seven per cent., would you, as an old bookseller, consider that a portion of the stock very materially damaged would pass at cost and seven per cent. under that contract? Answer: That would depend upon the agreement. If I had agreed to take or to sell good, bad, and indifferent, and the purchaser, having examined it, was fully aware of its condition, it would.

By same.—Question 15: Would you consider that, under such a contract, books so torn and defaced so as not to be salable, second-hand books, large lots of almanacs of several preceding years, and stock of similar description, would pass, unless there was an express stipulation to take them? Answer: They would not pass, unless there was an express stipulation to take them.

By same.—Question 16.—Would you consider the good will of an extensive bookstore, of twenty years standing, a valuable part of the purchase, under such a contract? Answer: It is a valuable part of the purchase, under any contract.

By same.—Question 17: If the seller of the bookstore were the pastor of a large and wealthy congregation where the bookstore was located, would you consider his personal influence promised to the purchaser a valuable part of the consideration? Answer: I should.

By same.—Question 18: If a man in selling out such a bookstore, under such circumstances, promises to the purchaser the good will of the stand and his own personal influence, would you, or not, consider him bound, under all circumstances, either to fulfill those promises, or to remunerate the purchaser for their breach? Answer: Not under all circumstances; but I should unless such circumstances should arise that would prevent him from so doing.

By same.—Question 19: Would you consider a personal difficulty between the seller and buyer growing out of the settlement of the contract, such a circumstance as would both release the seller from his promise and from any obligation to remunerate the purchaser for its breach? Answer: No personal difficulty can ever release a man from what he has promised to do, if in his power to comply.

By Dr. Bullock.—Question 20: In the sale of your bookstore, etc., which I understood you to say you sold at cost, did you put at cost damaged and defaced articles, or did you put them at what you supposed to be their value? Answer: I sold them at what I supposed they would sell for.

By same.—Question 21: Was, or not, your stock a good stock? Answer: It was. I do not think there was \$300 worth of stock that was not good in the house, and that portion I put at a price for which I supposed it would sell.

By Mr. Brown.—Question 22: What was the contract under which you sold your bookstore to Col. Hodges? Answer: At cost. He was to take all the stock on hand at cost.

By same.—Question 23: Did you, at the time of making that contract, believe that that stock was worth, as a whole, original cost? Answer: Yes. As an entire stock, I believe it was worth more than cost; as a portion of my stock not being so perishable as books.

By same.—Question 24: Did you let Col. Hodges have a portion of the stock at less than cost because you believed that the stock as a whole was not worth cost, or was it from gratuity to Col. Hodges? Answer: I sold as I would sell to any one else.

By same.—Question 25: Do you mean to say that certain kinds of stock would not pass under a general contract to take all stock on hand, unless there was an express stipulation to take inferior stock? Answer: I do.

By same.—Question 26: If you had afforded to the man to whom you sold, every opportunity to examine the stock to his satisfaction, and had sent him to an old bookseller for counsel and advice before the contract was made, would you consider that all stock ought to pass according to the contract? Answer: That would depend on knowledge of books.

By same.—Question 27: Do you know that I visited Cincinnati, at the time stated in your deposition, with a view to the book trade, or was it my object to regain my health, and the purchasing of books a secondary object? Answer: I do not know. I know that Mr. Brown was complaining a good deal while there.

By same.—Question 28: What was the state of my health at the time you called to see me at the Mansion House, referred to in your deposition, in Frankfort? Answer: I think you were complaining about as you were in Cincinnati. Upon reflection, however, I think that a physician was called in during the night that you spent at the Mansion House.

By same.—Question 29: Do you mean to say, that no conduct on the part of the vendee could possibly release a vendor from a promise to extend his influence to the vendee? Answer: Continued and repeated insults to the vendor and his friends and those under his influence when they visited the house, I should think, would release the vendor from his obligation, and I think nothing else would.

By same.—Question 30: Would repeated and frequent insults from the vendee to the vendor and his friends not only release him from his obligation to patronize the house, but also from any pecuniary obligation to the vendee, because of the withdrawal of that influence? Answer: It would, provided the vendor had used every effort on his part faithfully to execute that part of the contract.

By Dr. Bullock.—Question 31: Explain more minutely your contract with Colonel Hodges, in the sale of your bookstore, etc., and the mode of its execution? Answer: My agreement was, to sell at cost; but in invoicing the stock such articles as I considered worth less than cost, I placed such prices on as I supposed they would sell for—some as low as one-half original cost.

W. M. Todd.

Dr. D. J. Ayres adopted the certificate given to Col. Goodloe and found

in his pamphlet, entitled "Again to a Just Public," in the appendix, and on the page following that marked 21st.

The undersigned, having acted as chairman of the committee appointed to take testimony and report the same to the Encampment, in the cases of Rev. J. H. Brown and Col. D. S. Goodloe, and having, at the request of Col. Goodloe, examined the several depositions in the record of the said evidence, from which the extracts in this pamphlet are taken, finds them to be, in his opinion, substantially correct. He was also present at the trials before the Encampment; and to the best of his recollection, Mr. B. pledged himself before that body to pay his account due to Col. Goodloe, and correct further errors. Also, that Mr. Brown did prosecute Col. G., so far as the framing of the first bill of charges and specifications, and collecting evidence thereon, etc., were concerned, and by a speech before the Encampment.

D. J. AYRES.

Question 1: State whether, or not, Rev. J. H. Brown introduced his son Dwight Brown, as a witness in the case between him and Col. Goodloe, and did not Dwight Brown swear that he had no pecuniary interest in the bookstore in controversy between him and Col. Goodloe? Answer: He did introduce him, and Mr. Dwight Brown stated, as a part of his testimony before the committee, that he had no pecuniary interest in the bookstore in controversy.

Cross-examined by Mr. Brown.—Question 2: Did I not state before the Encampment that I had always been ready to pay Mr. Goodloe's account, and had made two or three efforts to do so; and he had declined receiving any portion of it, because I would not pay that part which I considered unjust? Answer: My recollection is not exact upon that point. I only recollect a general promise of Mr. Brown's to pay Col. Goodloe what was due to him.

Question 3: Do you mean to say, in your certificate, that I made a speech before the Encampment prosecuting Colonel Goodloe, endeavoring to correct him upon the charges which I brought against him? Answer: As far as my recollection serves me, Mr. Brown, in his speech before the Encampment, did not only defend himself, but prosecuted Col. Goodloe.

Question 4: Is it not stated in Mr. Goodloe's pamphlet, on 2d page, that the invoice was made by D. Brown calling off, and John H. Brown clerking? Answer: It is.

Question 5: Do you think the evidence taken, and which you examined at the request of Col. Goodloe, sustained him and yourself in that statement? Answer: In my certificate given to Col. Goodloe, I stated that, upon an examination of the evidence before the committee, and comparing it with the synopsis as given by Col. Goodloe in his pamphlet, I believed the synopsis to be substantially correct; but with the statement referred to by Mr. Brown I had nothing to do, and knew nothing about it, except what was mentioned by others.

(Signed)

D. J. AYRES.

Questions by prosecution to Rev. J. L. KEMPER.—Question 1: Please state particularly and minutely what you know touching the allegations

made in the following charge of common fame against the Rev. J. H. Brown, to wit: "He is charged with appropriating to himself, both in the pulpit and through the press, the literary labors of other men, using them, without acknowledgment, as his own, to the great discredit of the gospel ministry, and in sinful disregard of truth and fair dealing, to wit: among other things, he is charged with having preached, as his own, in the pulpit of the Presbyterian church in Paris, on a communion season, a printed sermon of the Rev. Dr. Tyng of the Episcopal church, without any hint or allusion as to the real facts of the case, and when questioned on the subject afterward, with having denied it in the most unqualified terms." Please state whether, or not, you was pastor of the church in Paris, at the time the aforesaid sermon was preached there, and also state the occasion and circumstances under which the sermon was preached, the length of such sermon, whether, or not, the sermon was preached from a full manuscript, and if so whether you could recognize the manuscript on seeing it, as the same; state also whether it was a verbatim repetition of Dr. Tyng's sermon, or only the substance thereof; state also whether Mr. Brown has had any correspondence with you on this subject, on denying or acknowledging the charge.

Answers of J. L. KEMPER, to questions proposed by the prosecution: The Rev. J. H. Brown preached in the pulpit of the Presbyterian church at Paris; my impression was that it was on the last sabbath of December, 1848, until lately recurring to a catalogue of persons admitted to the church then, with dates, I found it was next to the last sabbath, December, 1848. It was not a communion sabbath. In the early part of the month of May following, various circumstances fix the time in my recollection as the Saturday night before the first sabbath in May, 1849, I read in a volume of printed sermons accredited to L. H. Tyng, D. D., a sermon from the same text from which Mr. Brown preached in Paris on the morning of the sabbath aforesaid, viz: Deut. xxxii, 31. On reading, I very soon felt an undoubting recollection that I was going over a repetition of both thought and language that I had heard from Mr. Brown on the occasion aforesaid; pursuing the reading to the end, I felt there was no doubt of the sermon being in the exegesis of the text, in some preliminary illustration of the sense of it so brought forth in the peculiar scheme of it, the peculiar result in a preacher's invention in forming a sermon, in the shape and special bearing of the topics and the subordinate points made in illustrating and amplifying them, and in a large amount of language at least, the same that Mr. Brown had preached in Paris. There were, besides, various little coincidences that made this impression as clear and as strong as my recollection in such a case could well be: there were two quotations of poetry made by Mr. Brown, both there. He made a slight misquotation of the text again and again through the discourse that was so written there. There were quotations of scripture strikingly associated. There were peculiar points of remark which I have never forgotten; so that nothing has ever shaken my conviction, and I do not think I could be mistaken, or else I never could have said of it what I have said. There was no intimation given by Mr. Brown that he was not preaching the result of his own study. I was pastor of Paris church at the time when Mr. Brown preached there.

The occasion was a time of deep and general religious interest in several of the churches, and in the community in and about Paris. The sermon was preached in the forenoon of the sabbath to a crowded audience of five hundred or more; a large number of them in tears, and a profound solemnity prevailing the house. The sermon was preached from a full manuscript. I sat by Mr. Brown, in a small pulpit, and am as positive upon this point as I could be of such a thing. I recollect distinctly something of the appearance and marks of the manuscript, but not enough positively to identify it in distinction from another or others that might nearly resemble it; if they did not nearly resemble it I could; and I could give a *probable opinion* upon it, I think. It was *not* simply a verbatim copy of Dr. Tyng's sermon, and it was more than Mr. Brown's deliverance of the principal substance of it. There was one paragraph, or part of a paragraph, that I distinctly recollected at the time, and do still remember something of, that was not in the book. There may have been more than one; but I was confident that *all* Dr. Tyng's *points* were there, largely in his language, and I think no other topics made or discussed. I have received a letter from Mr. Brown, dated October 3d, propounding several questions about this matter. There is in his letter no express or very clearly implied denial or acknowledgment of this charge, but I think any one would gather from it that Mr. Brown did not acknowledge it.

J. L. KEMPER.

Questions by John H. Brown to J. L. KEMPER.—Question: At what date did I preach the sermon in the pulpit of the Paris church, from Deut. xxxii, 31; "For their rock, etc.?" Answer: As I have answered the prosecution, as I thought till I examined memoranda, it was on the last sabbath of December, 1848; but as I know by them it was on the 17th December, 1848.

Question: Was the sermon wholly or partially written out? Answer: It was what everybody would call wholly written out; there was very few sentences, if any, that were not in the manuscript. That every one was on it I would not pretend to say.

Question: How many pages did the manuscript embrace? Answer: The precise number of pages I could not tell. I did not count the leaves as they were turned certainly, and I could not have learned without, by the general impression of the number of leaves turned; by the turning of them from time to time at such intervals as was suitable to the course of reading, and the fact that the pages were written full, and the general impression of the whole time of preaching as far as I can now tell, I would say my recollection has been that the manuscript contained a fair commonlengthed sermon—say forty or fifty minutes.

Question: Did you ever see the manuscript; if so, when, and how often, and under what circumstances? Answer: I never saw the manuscript at any other time or place.

Question: Will you state whether the introduction to that sermon is long or short; state the same with reference to the body of that sermon, and same with reference to the application or conclusion; if anything in the conclusion was specially marked by you, will you state what it was? An-

swer: I did not, as I now recollect, get the impression of any part, or the whole, being specially long or short; the circumstances of deep and solemn interest in which it was preached, and the interest of the preaching, were more suited to make an impression, deep and lasting, of what was in the sermon, than how long any part or the whole of it was. If I should now attempt to say, it would be that the introduction was perhaps proportionately the longest, and that the whole sermon was a fair common length; but any such recollection of mine about this particular, is rendered entirely worthless, by the fact that I have recently re-read the sermon, and can not tell how much of my present impressions about all this may be derived from that, any further than that in this re-perusal there was no discovery and corrections of the old impressions about this. There was a passage already referred to in answer to the prosecution as not a part of Tyng's sermon: it was, I think, in or near the conclusion. It consisted of allusions to the death and dying sayings of infidels. I do most distinctly remember the dying exclamation of Lord Newport, as one of them to this fact: "Oh! the eternal torments of hell-fire!" This passage I have quite or nearly invariably mentioned, when I have spoken of this matter as not found in the volume, and I could not be sure whether it was, or was not, in the manuscript.

Question: How long was it after I preached on that text in the pulpit of the Paris Presbyterian church before you saw a copy of Dr. Tyng's sermons, from which I am charged with having taken it, and when did you first see it? Give dates if you can. Answer: It was from the 17th day of December, 1848, till the Saturday before the first sabbath in May following. I saw it at Rev. Caldwell's, Sharpsburg, Kentucky.

Question: Had you ever seen Dr. Tyng's sermons before that time? Answer: To the best of my present knowledge and firm belief, I never had read any sermon of Dr. Tyng's before.

Question: Could you remember the phraseology of my sermon four or five months after you heard me preach it, so as to recognize in Dr. Tyng's sermon when you read it the identical phraseology used by me? Answer: I have before answered that to the extent there stated I *did*; of course if I did I could. But I say again, I do not pretend throughout the reading of Dr. Tyng's sermon I recognized every sentence in it as the identical language of your sermon distinctly and confidently; but to the extent that I have defined in my answer to the prosecution, and also in my letter in reply to yours of October 3d, 1852, I certainly could so remember a sermon heard under circumstances of so strong and deep impressiveness; away from such circumstances I would not fear to undertake to do as much at an experiment of the matter. The misquotation of the text, those two quotations of poetry, one of which has staid in my memory ever since: "I asked them whence their victory came," etc.; peculiar phraseology of the topics, and a good deal of amplification, the extrication, and statement of the idea that the world's rock was either atheism, deism, or universalism, in the beginning, I was just sure of.

Question: When did you last see or read the sermon of Dr. Tyng on the text in Deut. xxxii, 31—"For their rock," etc.—and how often have you read it since I preached on same text in Paris? Answer: I read Dr.

Tyng's sermon, as I have stated, at Sharpsburg, in May, 1849, when I articulated the plagiarism. I have never seen it afterwards till since I have received a letter from Dr. Bullock, dated November 16th, 1852, following a letter and summons from the stated clerk of your Presbytery, dated November 15th, informing me that the charge was positively denied, and that grievous reproaches, or to that effect, were cast upon me by the partisans of Mr. B., both publicly and privately; whereupon I searched for and procured a volume containing the sermon, to see if a present examination would confirm my recollection, as I wrote it to Mr. B., October 8th last, and have looked over it again.

Question: Have you at any time or to any person, and did you not at the meeting in July, 1851, when you assisted Mr. Strahan, speak to him of and concerning my alleged plagiarism, and express to Mr. Strahan your loss of confidence in me, and the absence of that kind, fraternal feeling which you had previously entertained for me; and if so, how do you reconcile this with expressions of kindness in letters subsequently addressed to me? Answer: I have spoken to Mr. Strahan more frequently and freely about this matter, I believe, than to any other person, he being a college acquaintance, and a near ministerial neighbor. From having talked with him frequently about it, more or less, my recollection of what I said at any particular time does not allow me to say that I said precisely this, or that at any particular time or place ranging back through a period the nearest end of which is now more than a year off, and the talk generally having been loose and careless chat; but I do recollect talking with him of the matter on the occasion Mr. B. mentions, and while I do not recollect particular expressions that I used to him, I have no doubt that I conveyed to him the idea that my estimate of Mr. B., which, from reputation, had been high in respect to ministerial propriety and scrupulously moral sentiment, had been lowered; but I do not recollect and do not believe that I said to Mr. Strahan or to any one else that my views of Mr. Brown were so affected by this plagiarism and a minor one on the same day, that I could not, in any intercourse that our respective positions might occasion, treat him with the comity and kindness becoming the intercourse of Christian ministers. I depend on this more upon my firm knowledge of what has been all the time the state of my views, than a specific recollection of what I said. As to the second part of this question, my letters subsequently to July, 1851, addressed to Mr. B., were, I think, two notes in reply to a request to supply his pulpit in payment of his services to me on the occasion of the plagiarism, aimed to be couched in kind and respectful terms, and acknowledging my debt the more in this spirit, because it was so repeatedly that I could not at the time proposed discharge it, which at any time that I could I would have done fairly and fully, in the spirit of those notes. The reconciliation of this which you demand, if it needs any, that is, so far only as I would attempt any, viz., that I did not deal double and insincerely with Mr. B., in this case, is seen in several considerations: 1st. In the just extent of the principle, that we do not *cease to speak* kindly and act so towards those whom we know to be guilty of even great wrong, and which wrong in them we would greatly blame. 2d. I felt that the thing I knew you to do would for me be a dereliction of moral principle, that it was a



strange and wrong thing for you, and in itself reprehensible; but the first man I spoke to of it, and at whose house I detected it (a minister), showed no sense of the wrong of it; the second man, one of my elders, seemed to think nothing of it; various others were like these; and Mr. Strahan was like these. In my best recollection he never expressed any decided reprobation of it in my hearing. I had with him colloquial discussions of this very point; (and I suppose that it was in such a talk that I used the expressions which have suggested or occasioned Mr. B.'s intimation that I renounced fraternal kindness toward him;) from all this the feeling was natural. Well, if this is a thing for which nobody cares for here, it is not so wonderful that Mr. B. don't care for it either. And I will say, in justice to myself, that this frequently met want of any sense of demerit in the affair made me careless to be circumspect in speaking of it. 3d. At the time of these notes *other things became rife*; and as God knows the kind expressions of those notes, sprung from the feeling that, for all that I then knew to Mr. B.'s discredit, I would not, pending his conflict with his enemies, be hindered from going and doing him such a little service, if I could go.

Question 12: Have you received any communication from Dr. J. J. Bullock, or the Rev. Mr. Strahan, or from any member of West Lexington Presbytery, (the questions of the prosecution excepted,) of the same date as this paper, or a subsequent date; and if so, will you make such letter or letters a part of your answer to this question, so far as they refer to matters involved in these questions, and to your giving your testimony in answer to them? Answer: I have received no communication from any member of West Lexington Presbytery of the same date as named, or since.

J. S. KEMPER.

JOHN D. THORPE, of Cincinnati.

By John H. Brown.—Question 1: How long have you been engaged in the book business? Answer: Six years.

Question 2: If Mr. Brown transferred his stock to Goodloe, March 1st, 1850, and Griswold's valuation of same stock was made April, 1851, more than a year after the transfer, and if half or more than half of the stock was never seen by Mr. Griswold, could he, under these circumstances, fully and correctly value said stock? Answer: It is my judgment he could not.

Question 3: If no one assisted Mr. Griswold in examining and valuing the stock but Mr. Gilbert, Mr. Goodloe's clerk, and if a considerable portion of the stock was out of the house before Gilbert entered it as a clerk, and neither Gilbert nor Griswold ever saw that portion of the stock, under these circumstances, could Mr. Gilbert describe the stock, or could Mr. Griswold fairly and correctly value it? Answer: I do not see how they could.

Question 4: Mr. Griswold, in his deposition, has laid down the following principle, governing the valuation of the stock: "In making the valuation, whenever an entry had been made by Mr. Brown, which could not be seen or understood by me, I made the valuation according to Mr. Brown's

entry." Will you examine the certified copy of extracts of Brown's invoice to Goodloe, and Griswold's invoice of valuation, and say if the whole of page 18 is, or is not, a departure from the principles laid down by Mr. Griswold? Answer: It appears very clearly to be a departure.

Question 5: Would, or not, all similar charges be equally a departure? Answer: Clearly they would, to my mind.

Question 6: Do you not find in the invoice which purports to be an invoice of Marshall to Brown, and which is headed stock account, 1848, a large number of books and other articles charged in lots amounting to about \$1,000? Answer: I do.

Question 7: Would it not be impossible for Brown to furnish any invoice for such articles as are embraced in the above questions and answers, except from the marks on the items themselves? Answer: It would be impossible.

Question 8: If a stock of books were sold Nov. 10th, 1849, and by agreement were to be transferred March 1st, 1850, at which time the vendee is obliged to take the stock on hand at cost and 7 per cent., would not mercantile usage require the vendee to take all stock on hand, good, bad and indifferent, at the agreed time? Answer: Undoubtedly, unless there had been some stipulations to the contrary.

Questions addressed to C. F. BRADLEY, by prosecution.

Question 1: Are you, or have you, ever been a wholesale bookseller and publisher; and if so, when? Answer: I have both, from 1844 to 1849.

Question 2: Do you know Jeremiah Griswold; and if so, state your opinion of his ability to value faithfully and correctly such a stock as that sold by J. H. Brown to D. S. Goodloe? Answer: I know Mr. Griswold, and consider him capable of faithfully and correctly valuing any ordinary book stock.  
C. F. BRADLEY.

Questions addressed to H. W. DERBY, by prosecution.

Question 1: Are you a wholesale bookseller and publisher? Ans.: Yes.

Question 2: Do you know Mr. Jeremiah Griswold, and what is your opinion of his ability to judge such a stock of books as was sold by Rev. J. H. Brown to D. S. Goodloe? Answer: I have known J. Griswold seven or eight years; during the early part of our acquaintance he was in our employ; I consider him fully competent to judge the value of a stock of books like that referred to in the questions.

Question 3: Have you examined the invoice from Rev. J. H. Brown to D. S. Goodloe, and J. Griswold's valuation of the same; and if so, state your opinion of the correctness and fairness of that transaction? Answer: I examined the invoice some time since, and, taking the whole, I should not have considered the goods worth to me more than one-half the prices named in the inventory. I consider Mr. Griswold's valuation,

as exhibited to me, to be fair and correct, as made under the circumstances.

Question 4: Can a person acquainted with the book trade place a value, with any certainty of correctness, upon books which he never saw, merely from a description of them? Answer: A bookseller acquainted with his business, could put a fair valuation upon a stock of books without seeing them, if properly and correctly described to him.

Question 5: Is it customary among the trade, when selling a stock of books at cost, to charge at original cost old almanacs, old diaries, and damaged stock? Answer: No.

Question 6: Was, or not, Dwight Brown a customer of yours; and did or did you not understand that he had an interest in the bookstore carried on in his name in Lexington, Kentucky? Answer: Yes; we always understood and believed that Dwight Brown had an interest in the bookstore carried on in Lexington under his name.

Question 7: When a stock of books is sold by agreement at cost as exhibited in the original invoice, in case of doubt as to the cost of any book, is not the seller bound to produce the invoice, if so required; and would not such requirement be in accordance with mercantile usage? Answer: Yes; by all means.

Question 8: In purchasing a stock of books at cost, as exhibited in the original invoice, with the addition of seven per cent. for expenses of carriage, etc., is it customary to include stock *on sale* in the hands of parties in distant cities at the East? if so, is it also customary to add the seven per cent. for expenses on such stock? Answer: It is not customary in the sale of a general stock to include books on commission belonging to other parties; neither is it customary to charge freight on the same, which is usually charged to the parties who sent and own the books.

Question 9: Can not any books found upon the trade lists of publishers always be purchased of such publishers at the trade sale prices or less? Answer: Yes; the discount on publishers' prices varies from twenty to fifty per cent.

Cross-examined by Mr. Brown.—Question 10: If Mr. Brown transferred his stock to Goodloe March 1st, 1850. and Mr. Griswold's valuation of same stock was made April, 1851,—more than a year after the transfer,—and if half, or more than half, the stock was never seen by Mr. Griswold, could he, under these circumstances, fairly and correctly value said stock, consisting of books of various editions and bindings, and also of stationery of all kinds, including knives, razors, envelops, note paper, etc.? Answer: He could not; without the inventory was very specific in describing editions, bindings, stationery, and styles of goods, etc.

Question 11: If no one assisted Mr. Griswold in examining and valuing the stock but Mr. Gilbert, Mr. Goodloe's clerk, and if one-third of the stock was out of the house before Mr. Gilbert entered as a clerk of Mr. Goodloe, and neither Mr. Gilbert or Mr. Griswold ever saw that portion of the stock; under these circumstances could Mr. Gilbert describe it, or Mr. Griswold fairly and correctly value it? Answer: I should not think he could, unless the original inventory was specific, as before stated, which is very unusual.

Question 12: Mr. Griswold, in his deposition, has laid down the following principle governing him in the valuation of the stock: "In making the valuation, whenever an entry had been made by Mr. Brown which could not be seen or understood by me, I made the valuation according to Mr. Brown's entry." Will you examine the certified copy of extracts from Brown's invoice to Goodloe, and say if the following items, page 36, 1 lot of seals, a lot of German-silver pencils, and lot of note paper, is not a departure from the principle laid down by Mr. Griswold? Answer: They are a departure from the principle, unless the goods were exhibited. Item page 75, 1 lot of pencils; item page 75, lot of paper bill, box No. 4; item 176 box No. 6; item box No. 10.

Question 13: Would articles of this kind probably remain unchanged in a store for fourteen months so as to enable them to be definitely valued? Answer: They would not unless they were laid aside among unsaleable goods.

Question 14: Could Mr. Griswold or Mr. Gilbert ascertain what was embraced in lots when neither of them were present at the taking of the invoice? Answer: Certainly not.

Question 15: Could Mr. Gilbert or Mr. Griswold ascertain what novels were embraced in the charge of 17 novels, and following items, page 85, when neither of them were present at the taking of the invoice, fourteen months previous to Mr. Griswold's valuation? Answer: They could, or very nearly, if the goods were not sold.

Question 16: Will you examine page 18, and say whether the books there mentioned would so remain for fourteen months as to enable Mr. Griswold and Mr. Gilbert to select them out from the general stock for valuation? Answer: I should not think they would so remain, though they would more likely to do so than some other kinds of books.

Question 17: Have you examined the invoice of J. H. Brown to D. S. Goodloe, and so compared it with the valuation of Jeremiah Griswold as to be able to express an opinion about the correctness and fairness of such valuation? Answer: My examination was not so careful as it would have been if I had supposed any difficulty was to occur between the parties.

Question 18: Was the examination you made of the invoices general or particular? Answer: It was made in the course of three-quarters of an hour.

Question 19: When a stock of books is sold by agreement at cost, as exhibited in the original invoices, in case of doubt as to the cost of any book, should not the purchaser require the seller to produce the original invoice at the time of taking the invoice? Answer: I should think he ought.

Question 20: If the buyer agreed with the seller at the time of taking the invoice to take it from the marks in the books, and did so receive the stock, would mercantile usage require the seller, twelve months after the transfer of the stock, to produce the original invoices? Answer: I should think it would not so require.

Question 21: Do the different volumes of Putman's editions of Irving's work in the same binding cost different prices? Answer: They do; from

65 to 90 cents at trade sales, but commonly from 75 to 90 cents at private sale; 2 volumes out of the set \$1.00, 13 volumes out of the set 83 cents.

Question 22: If Brown paid, in January, 1850, 94 cents for Irving, and transferred the same book to Mr. Goodloe at 94 cents March following, would it be a fair valuation to put it down to 83 cents, and then deduct 20 per cent.? Answer: By no means.

Question 23: In reference to Irving's works, as on page 4, would it be a fair and correct valuation to value them at 83 cents, (they having been purchased a short time before in Cincinnati,) and then from that deduct 20 per cent.? Answer: It would not be to take off the 20 per cent.

Question 24: What was the amount of Mr. Goodloe's purchases from you in 1850, 1851, and 1852? Witness objected to answering the question.

By the commission for Mr. Griswold.—Question 25: Would a stock of books after passing through the hands of three different dealers—the first of whom was in business some twenty years or more, and the latter of whom had reduced such stock for the purpose of disposing of it to a fourth party—be considered a good merchantable stock, and worth its original cost? Answer: It would certainly not.

Question 26: In Mr. Goodloe's business of fourteen months, would he not be likely to sell other goods than those bought of J. H. Brown, and would not the bad stock be likely to remain unsold? Answer: Yes.

Question 27: Would such goods as German-silver pencils, letter-seals, etc., referred to by you, be likely to find ready sale? Answer: I should think not.

Question 28: Should there be six or more of the same books, all costing different prices, and you are called upon to value them, would you enter them separately at the different costs, or would you enter them all at one price? Answer: I should make a general average.

Question 29: Have you heard Griswold's deposition read throughout in this? Answer: No.

Question 30: Can you tell anything then about the principle on which he valued the stock? Answer: No further than I have read the deposition.

H. W. DERBY.

JEREMIAH GRISWOLD SWORN—not a member of any church.

Cross-examined by J. H. Brown.—Question 1: In your deposition already given, you make the following statement: "Books that Marshall sold Brown were invoiced at valuation, agreed upon between Marshall and Brown." How could this be the case when the invoice under which Brown purchased of Marshall was taken as an account of stock ten days before Brown proposed to buy the bookstore? Answer: By Brown's taking the goods at those invoice prices.

Question 2: Books sold by Marshall to Brown and charged in lots, such as one lot of books \$50; can an invoice of such books be furnished except from the books themselves, in case of sale of stock by Brown? Answer: No invoice could be furnished except from the books themselves.

Question 3: On page 29 of certified copy of invoice, you extended several items of Bibles the same as Brown charged Goodloe, because you say you did not see them: did you see all the Bibles in the invoice that you have extended differently? Answer: I did not see them all, but a sufficient number, designated by the cost mark or otherwise, were exhibited to me to enable me to form a judgment of their value.

Question: How did you ascertain what items were embraced in *lots* as appear in the invoice, so as to be able to charge the value of such lots?

Answer: In very many instances I found lots laid aside, such as juveniles, paper, maps (large), etc., as those designated in the invoice from Brown to Goodloe, and from such made my valuation.

Question: Do you know that these lots were the same that Brown sold Goodloe fourteen months before your valuation? Answer: I do not, except from the representation of Mr. Gilbert, and their answering the entry of the invoice.

Question: If it was two months and a half before Mr. Gilbert, (after the transfer of stock to Mr. Goodloe,) entered the bookstore of Mr. G., and if a considerable portion of the stock during that time was removed from the house, which Mr. Gilbert never saw, how could he describe that stock to you, or how could you value it? Answer: There was much of the stock which Mr. Gilbert informed me he never saw, and which was either valued at the invoice price from Brown to Goodloe, or in accordance with the principle laid down in my deposition on page 56.

Question: Did you see the paper that was in boxes No. 1, to B., as per paper 76, of the extract from invoice, and did you at the time of valuation know it to be the identical paper sold Goodloe fourteen months before? Answer: I did not.

Question: On examination of the extract from the invoice, you find various lots of small books, also of novels, all of which you have reduced about one-half; did you see all these, and know them to be the identical books sold Goodloe by Brown? Answer: I saw a large number of juvenile books in drawers in the store and upon shelves up stairs, as well as a quantity of unbound novels, which were represented to me by Mr. Gilbert to be those called for by the invoice, but of which, of my own knowledge, I know nothing.

Question: On page 91 of certified invoice, there is this charge—"Lot of paper, broken reams," extended, \$11.37, and valued by you at \$6.50, did you see this lot, and know it to be that sold Goodloe by Brown? Answer: I do not now remember about the paper, nor could I ever have told that it was the same lot.

JEREMIAH GRISWOLD.

Questions to JEREMIAH GRISWOLD, by prosecution:

Question: After hearing the testimony of Mr. Moore, Mr. Derby, and other persons engaged in the book business in Cincinnati, to be taken before the same individual before whom you will testify, will you make any further explanation of the principles and details of your valuation of the stock of books sold by Mr. Brown to Ccl. Goodloe, which is contained in the testimony you have already given concerning that matter, if you consider

any further explanation conducive to the rules of truth and justice? Answer: To show the rate per cent. of discount made upon the invoice of books, etc., sold by Brown to Goodloe, as shown in my valuation of the same, I offer the following calculation:

The amount of invoice from Brown to Goodloe, including fixtures and seven per cent. freight and expenses, is	\$9,549 57
Deduct fixtures, (not included in my valuation,)	467 00
	<hr/>
Amount of stock including expenses,	9,082 57
My valuation exclusive of fixtures, expenses, is	\$5,412 32
Add $7\frac{1}{2}$ per cent. expenses on same,	378 86
	<hr/>
	5,791 18
Difference,	<hr/>
	\$3,291 39

Being a deduction from the original invoice of Brown to Goodloe of  $36\frac{1}{4}$  per cent.

JEREMIAH GRISWOLD.

Questions addressed to W. H. MOORE, by prosecution:

Question 1: Are you a wholesale bookseller and publisher, and where?

Answer: I am, in the city of Cincinnati.

Question 2: Do you know Jeremiah Griswold; if so, what is your opinion of his qualifications, as a judge of the value of a stock of books, such as was sold by John H. Brown to D. S. Goodloe? Answer: I do know Mr. Griswold, and have known him five or six years, over two years of which time was spent in our employ. As to my opinion of his qualifications as a judge of a stock of books, I would refer to a letter (written by myself,) signed by H. W. Derby & Co., C. F. Bradley & Co., W. H. Moore & Co., bearing date April 15th, 1851, and addressed to D. S. Goodloe, which is as follows: (Copy.)

"D. S. Goodloe, Esq.:—In reply to your favor of the 12th instant, we would say, that we consider Mr. Griswold as well qualified to judge of the value of such books as yours as any person known to us East or West. He has been many years in business—at first, with Royal Greely, in his auction room, on Broadway, New York, then with Appleton & Co., and for over four years West, most of the time in Cincinnati.

"Very respectfully, yours," etc.

Question 3: Have you examined the invoice of the stock sold to D. S. Goodloe by John H. Brown, and Jeremiah Griswold's valuation of the same; if so, state your opinion of the correctness and fairness of that valuation? Answer: I have examined what was shown to me as the invoice of stock sold by John H. Brown to D. S. Goodloe, and also the valuation of the same stock made by J. Griswold, both in a general way. Mr. G. went through the stock in *detail*, and seemed to have reached the same conclusion as would be reached by deducting one-third from Brown's invoice, as we estimated would be fair, in a letter, dated December 28th, 1850, and addressed to D. S. Goodloe by W. H. Moore & Co., which letter is herewith given:

Mr. D. S. Goodloe, Lexington, Ky.:—

Sir,—Yours of the 25th instant came to hand this A. M. It is rather a delicate matter for us to express an opinion upon a subject involving the

separate interests of yourself and Mr. Brown; yet do we not feel at liberty to decline complying with your request.

We certainly think that a discount should be made from the original cost of any stock sold in the manner Mr. Brown's was; and the rate of discount should depend upon the *age* of the stock. If purchased as long since as Mr. Skillman's time, it is certainly not worth more than two-thirds of its original cost, (inasmuch as many books have been greatly reduced) and to be worth even that, should be in good order. From what we know of that stock, the discount should not be less than 33½ per cent. from original cost, and out of date almanacs are worth only waste paper prices.

Respectfully,

W. H. MOORE & Co.

— Question 4: Can a person acquainted with the book trade place a value with any certainty of correctness, upon books which he never saw, merely from a description of them? Answer: Undoubtedly he can, if he knows anything of his business.

Question 5: In selling a stock of books at cost, is it customary for the trade to charge at original cost old almanacs, old diaries, and damaged stock? Answer: Old almanacs and diaries are worthless, unless except for waste paper, and I can not conceive how any mind of *ordinary* fairness could enter them upon an invoice at cost. I can account for Mr. Goodloe's accepting the invoice of that stock, as made by Mr. Brown, only upon the hypothesis that Mr. Goodloe took the footing of the invoice, without minutely examining it in detail, trusting entirely to Brown's integrity, and under the full belief that should anything turn up that had a show of wrong about it, it would at once be corrected by Mr. Brown. Indeed I am quite certain that Mr. G. made the purchase with these feelings, for he so expressed himself to me the first time I saw him, during his first visit to Cincinnati, after the purchase was made of Mr. Brown. The date of this visit of Mr. G. to Cincinnati was March, 1850.

Question 6: Was Dwight Brown a customer of yours; if so, did you not understand that he had an interest in the bookstore carried on his name, in Lexington, Kentucky? Answer: Dwight Brown was a customer of ours; as to his interest in the business carried on under his name, I offer the following (copy) letter in reply, dated

LEXINGTON, February 11, 1846.

W. H. Moore & Co.:

Gents.,—Having recently purchased of Mr. Chas. Marshall his bookstore for my son, who will hereafter conduct the business, I shall be obliged to you, at your earliest convenience, to forward me a catalogue of such books as you keep on hand, with the lowest cash prices appended.

Respectfully,

(Signed)

JOHN H. BROWN,  
per Thos. A. Dean.

Question 7: Was, or not, John H. Brown in Cincinnati purchasing books, in October, 1849; if so, state the day, and what was his apparent state of health? Answer: The Rev. John H. Brown was in the city on the 10th day of October, 1849, and purchased a bill of books of our firm; do not remember what his apparent health was.

Question 8: When a stock of books is sold at cost, "as exhibited in the



original invoice," in case of doubt as to the cost, is not the seller bound to produce the "original invoice" if required to do so? Would not such requirement be in accordance with mercantile usage? Answer: I have no precedent to form an opinion. My judgment is, that the invoice should be produced if called for.

Question 9: In purchasing a stock of books at cost as exhibited by the original invoice, with the addition of  $7\frac{1}{2}$  per cent. for expenses of carriage, etc., is it customary to include stock on sale in the hands of parties in distant cities in the east? If so, is it customary to add the  $7\frac{1}{2}$  per cent. for expenses on such stock? Answer: I should think that stock out "on sale" would, as a matter of course, be a subject of special agreement between the parties.

Question 10: Can not books found upon the trade lists of publishers always be purchased of such publishers at the trade list prices, or less? Answer: Always, when to be had at all of them. Books sometimes are out of print, and are not to be had at any price; and books are sometimes disposed of by the publishers to agents exclusively.

By John H. Brown to H. W. Derby and William H. Moore; also to John D. Thorpe.—Question 11: Have you examined the invoice of J. H. Brown to D. S. Goodloe, and so compared it with the invoice of valuation of same stock by Jeremiah Griswold, as to be able to express correctly and accurately an opinion about the fairness of that valuation? State whether your examination and comparison of the above named invoices was general or specific and particular? also, what length of time was spent in the examination, and state whether Mr. D. S. Goodloe had anything to do with it? Answer: Yes; spent half an hour or more examining it as closely as the time would allow. Mr. Goodloe brought the "invoice" and valuation books for me to look at.

Question 12: If A. were to contract with B. to take on a given day, the stock on hand at cost, would not *everything* in that stock, at the given time, pass from B. to A. under the contract? Answer: If A. were to contract to take from B., on a given day, the stock on hand, say queens-ware, and a lot of pitchers should prove to be worthless and useless, because of cracks or breakage, A. would not certainly expect to pay for them. Time renders almanacs old, and therefore worthless, or at least nearly so, as much so as would be a piece of hollow-ware which could only be used as old iron, because broken.

Question 13: When a stock of books is sold by agreement at cost, as exhibited in the original invoice, in case of doubt as to the cost of any book, should not the buyer require the seller to produce the original invoice at the time of taking the invoice? If the buyer agreed with the seller to take the invoice from the marks in the books, at the time the invoice was taken, and did so retain the stock, would mercantile usage require the seller, twelve months after the transfer of the stock, to produce original invoices? Answer: For which see answer 8.

Question 14: Can a person acquainted with the book trade place a value with any correctness and certainty upon books which he never saw, and the only description of them given him is by a man who never saw them? Answer: See answer 4.

Question 15: What was the amount of Mr. Goodloe's purchases from you in 1850-51-52, each year? Answer: Can not say; perhaps they may have averaged \$1,000 each year.

Question 16 : Do not the volumes of Putnam's edition of Irving's Works cost different prices in the same binding, some of them having maps, etc., in them, and therefore more expensive than others? and if so, state the cost in the ordinary binding in the different volumes? Answer : Of the 15 volumes of Irving's Works, two retail at \$1.50, and 13 at \$1.25 in cloth, and are sold at from 20 to 33 $\frac{1}{2}$  of discount at wholesale.

Mr. S. DOLAN deposed as follows :

Question 1 : Were you one of Mr. Weir's agents in the sale of property referred to in charge 10? Answer : I was, in the sale of his personal effects upon his farm.

Question 2 : State whether you have any knowledge of Mr. Brown's asking and obtaining consent previous to the day of sale, of using corn on the place, for the express purpose of feeding his stock? Answer : I have. I attended principally to the arrangements of the sale, and in the progress of these arrangements, understood from Mrs. Weir that such application had been made and permission given. I did not understand Mrs. Weir as allowing this permission, nor that the application was made to her. I understood the contrary from her. I learned that E. D. Sayre gave this permission.

Question 3 : Have you any knowledge that Mr. Brown endeavored to unite with others in a combination not to bid against each other for corn at the sale? Answer : While I was making arrangements for the sale, printing and circulating hand-bills, and other matters pertaining to it, I heard a hint that a combination had been formed between three or four persons, to purchase all the corn on 100 acres contained in, I believe, five fields, that but one of the party should bid, and if it was purchased they were to divide the corn among them. Rev. J. H. Brown's name was mentioned to me as among that number and being in the connection. Not regarding this as the best mode to sell Mr. Weir's property, I determined to defeat it, and did so by having the corn sold by the shock, from twenty-five to fifty at a time.

Question 4 : Have you any knowledge that Mr. Brown used corn in the various fields, so that he had the means of ascertaining the quantity in each field, by which he could govern his bid at the public sale? Answer : I have. I learned that a few days previous to the sale, he had taken a shock of corn from each field and measured it, and that his real object was to ascertain the quantity in each field that it might govern his bid on the day of sale.

Question 5 : Have you any knowledge that Mr. Brown at first refused to execute his notes according to the terms of the sale, and if so, state what? Answer : I heard from Mr. E. D. Sayre, one of Mr. Weir's agents, that Mr. Brown refused to execute his note, alleging as a reason, that the shocks did not hold out, which refusal and conduct Mr. Sayre condemned, stating at the same time that Mr. Brown should be the last to complain on this point, as he had the opportunity of ascertaining the quantity. Mr. Brown was the only person who refused to execute his note when called upon. I did not apply to Mr. Brown for the execution of his note; I was the clerk for the sale, and received most of the notes. Some months elapsed, I think, before he executed it; the note was not executed till, I believe, the return of Mr. Weir from Texas, which, I believe, was some months after the sale. I am not certain as regards the length of time.

Question 6: Have you any knowledge that in the course of these transactions Mr. Brown spoke in terms of hardness of Mr. Weir? Answer: In all these matters, I have no recollection of having any communication with Mr. Brown, and do not remember Mr. Brown's speaking at any time in reprehensible terms of Mr. Weir.

Question 7: Were you not formerly for some years engaged in the dry goods business, and have you not recently been engaged in the exchange business? Answer: I was engaged in the dry goods business several years, and for many years have transacted business for D. A. Sayre in his exchange office.

Question 8: Have you, or not, seen the award of the arbitrators in the case of Brown and Goodloe, and were not the errors made by Brown against Goodloe very numerous and more than you have seen in any other invoice, and will you state all you know about the bookstore transaction? Answer: I have never seen the arbitrators' report in the original, but have read what purports to be it in Col. Goodloe's pamphlet. The number of errors I deem extraordinarily large, much more numerous than in any invoice I have ever had anything to do with. In regard to difficulties between Rev. J. H. Brown and Col. Goodloe, I have to say, that the first intimation I had of it was some time before they were made public. One day, passing Goodloe's bookstore, the Colonel called me in, and informed me that he had discovered a great many errors and blunders in Mr. Brown's invoice to him in the book sale, all of which were against him, and amounting to a large sum. He spoke mildly and tenderly of Mr. Brown in the matter, and said all he wanted was justice, and was willing to submit the matter to a fair arbitration. That he was willing to submit the whole affair to the decision of Mr. Brown's church, that whatever they might decide upon would be entirely satisfactory to him; that it was far from his intention or motive to injure Mr. Brown or disturb the tranquillity of his church and the community; that a submission of the matter to friends would prevent such disasters. I think he informed me at the same time that Mr. Brown was unwilling to go into an arbitration, as the friends of both parties immediately called upon some firm and substantial friends and members of Mr. Brown's church, and urged them to exert their influence in having these difficulties arrested and settled; and regarded Col. Goodloe's proposition as a very honorable and liberal one, and which ought to be accepted.

Mr. T. W. Bullock excepts to the answers to the questions so far as it retails conversation of another witness in the case, and wherever in this record similar testimony is attempted to be given.

Question 9: Will you examine the following items on page 74, Brown's invoice to Goodloe, invoiced in handwriting of J. H. Brown, as follows:  $\frac{1}{2}$  ream unruled Letter Paper, lot \$1.25, \$1.25;  $\frac{1}{2}$  ream Post, lot \$1.00, \$1.00;  $\frac{1}{2}$  ream Blue, lot \$1.25, \$1.25;  $\frac{1}{2}$  ream French, lot \$1.75, \$1.75; and state what effect the word "lot" has upon the entry; whether it increases or diminishes it, and whether or not the word "lot" does not seem to be inserted after the balance of the entry and with a different pen? Answer: I have examined the entry; the effect of the word "lot" increasing the charge against Goodloe, and the word "lot" appears to me to have been written with a lighter pen and paler ink.

Question 10: Will you examine paper A, referred to, and found page 672, being a list of articles taken from blank-books, written in pencil, by

Dwight Brown, and state whether, or not, it contains a true copy as written by D. Brown in blank-books, and also a true copy from invoice of Brown to Goodloe, as invoiced by J. H. Brown, and also showing the difference in said items as copied from J. H. Brown from blank-books in handwrite of D. Brown? Answer: I have examined the paper referred to, and believe, from the testimony pointed to me, that it is a true copy.

*By Rev. J. H. Brown.*—Question 11: Examine Mr. Goodloe's pamphlet, page 18 and section 8, and say whether, or not, you communicated to him the charges therein contained, and said to him they could all be proved? Answer: I did not communicate to Col. Goodloe any information in regard to the charges referred to; I refused positively to make any disclosures in regard to the matter, and would make none unless compelled by an ecclesiastical or judicial tribunal, and that my name must not be referred to by Col. Goodloe in any of his publications with Mr. Brown; at the time I looked upon them both as friends and strongly desired these present relations to continue.

Question 12: From whom did you receive the hint of a combination for the purchase of the corn, and that I was one of the members so combining; and who were the others to whom it was referred as engaged or united in this combination? Answer: My impression is that I received the hint from Mr. Jacob Hostetter; in regard to the names of the others in the combination, I state that I do not remember all the names, and do not consider it my duty here to name them if I knew.

Question 13: Was you present when I measured the corn in the different fields, and if not, from whom did you derive your information? Answer: I was not present at the time when the corn was alleged to have been measured; know nothing positively about it; I heard Mrs. Weir state that the corn had been measured, and condemned it; I learned from Mr. Weir's overseer, that Mr. Brown had taken corn from the different fields and had it measured at the stable.

Question 14: Were not the shocks of corn in the different fields sold as containing hills of corn, and did not the overseer announce the number of hills in each shock as they commenced selling each field? Answer: My impression is, that the number of shocks in each field was announced by the overseer as the sale progressed; have no recollection of his saying anything about the hills in each shock.

Question 15: Is it not usual, in the public sale of shocks of corn, to announce the number of hills in each shock, or the size of the shock? Answer: This is a matter I profess not to know much about; at sales where I have attended, the quantity of hills in each shock has sometimes been named; in other sales, my impression is, sometimes not stated.

Question 16: When corn is sold by the shock, at public sale, and afterward to be counted, is it customary to charge full prices for half shocks, or parts of shocks? Answer: That depends upon the manner in which the shocks are sold; my clear impression in regard to the sale of corn is, that it was clearly stated at the time that we did not know the quantity in each shock, and that it was sold as it stood in the field; I have very little experience in such matters and am not informed in regard to the customs of the country in regard to such matters.

Question 17: Was not the corn sold in lots, or by lots of twenty-five to fifty shocks, with the privilege of taking a larger number, and in one or two instances, of taking the whole field; and did I not so purchase a lot of

fifty shocks and take the whole field? Answer: The corn was put up in lots of twenty-five to fifty shocks; I have no remembrance of anything being said about privilege being given to take more when the first field was sold; my recollection is that Mr. Brown bought the last field in several lots and not altogether.

Question 18: Did I not purchase corn in different fields, and was not the delay in the execution of my note occasioned, for a time at least, by the fact that the shocks purchased by me had not been counted? Answer: Mr. Brown may have purchased corn in more fields than one; I have no recollection in regard to the remainder of the question about the delay of Mr. Brown giving his note; I have no recollection if such reasons were given; the only reason I understand for Mr. Brown not executing his note was, that he alleged the shocks were not counted.

Question 19: Is the impression you have of the length of time which elapsed before I executed my note as strong as any other impression embraced in your testimony? Answer: I do not pretend to say what length of time elapsed from the sale of the corn until the note was executed; I feel very certain that it was not promptly given; my impression is clear on this point.

Question 20: State, as near as you can, the date of your interview with Col. Goodloe mentioned in your testimony, covering your knowledge about the bookstore transaction? Answer: I can not venture a conjecture as regards the time of the interview, but I feel well persuaded that it was sometime before the difficulties became notorious.

*By Dr. R. J. Breckenridge.*—Question 21: Do you, or not, know that Matthew T. Scott, a witness in this case, is the same individual who presided at the congregational meeting in Mr. Brown's church, and who is at this time president of the Northern Bank of Kentucky? Answer: I do.

Question 22: Did you, or not, hear Mr. Matthew T. Scott say that Col. Goodloe shall be crushed, and every man that supported him, or words to that effect? Answer: I heard Mr. M. T. Scott say that Col. Goodloe would be crushed, and all who supported him.

Question 23: Did you understand, by the tone and manner of Mr. Scott, that he spoke of this crushing of Col. Goodloe and his friends as a thing which he, Mr. Scott, regretted? Answer: I did not; but on the contrary was impressed with the conviction that such a result he would not deplore.

Question 24: Were you present at the time Mr. E. K. Sayre wrote the letter, now on file, to Mr. Hostetter? Did you confer with him as to the substance of that letter, and did you not express to him your desire that he would write such a letter? Answer: Mr. Sayre wrote the letter at his residence in Louis county, Missouri, where I was on a visit; I did not dictate the letter for Mr. S. This Weir case was talked over by us on one or two occasions. Sometime before he received a letter from Rev. J. H. Brown, asking from him a statement relieving him from the charges in this matter, which he declined giving, I suggested to him that, as he assisted at the sale, and for other reasons which I do not deem it necessary to mention, to write a letter to Jacob Hostetter regarding the corn combination, which he did.

Question 25: Did you not confer with Mr. Hostetter before your visit to Missouri, about giving testimony in this case; and if so, state where the conference was, and state what was the subject of that conference? An-

swer: I had a conversation with Mr. Hostetter in regard to this Weir sale; do not remember where it was held; the substance of the conversation was in regard to the understanding or combination about the corn, and who were in it.

Question 26: Did you not express a desire that the letter from E. K. Sayre to J. Hostetter, now on file, should be introduced as corroborative of your testimony? Answer: I did, if it was deemed necessary.

Question 27: Were you the bearer of the letter from E. K. Sayre to Mr. J. Hostetter, touching the combination of the purchase of corn at the sale of Mr. Weir, which letter has been filed in this case? Answer: I was.

Question 28: Did not the language used by M. T. Scott, that "Col. Goodloe would be crushed, and all who supported him," convey only the idea that such would be the necessary consequence of Mr. Goodloe's own course of action, and if you understood him to mean more than this, what did you understand him to mean? Answer: It did not to me; I regarded, from the violent manner and gesticulation which were used, that it was a threat or intimation; this was then my conviction.

Question 29: Are you not a member of the First Presbyterian church, of which the Rev. Dr. Breckenridge is the pastor? Answer: I am.

Mr. JACOB HOSTETTER deposed as follows:

Question 1: Have you any knowledge that Mr. Brown endeavored to unite with others in a combination not to bid against each other for corn at the sale of Mr. James Weir? Answer: All I know is this: Mr. Brown and I had a conversation; which named the matter first, he to me, or I to him, I do not know; I rather think, however, I asked him from what part of the field he wanted corn, and I think his answer to me was, that he would not want any on this side of the fence, which ran through the middle of the field, that what he would want lay on the other side of the fence, down next the railroad; and I think Mr. Brown remarked, we would not be in each other's way; this is about all I know of this part of it.

Question 2: Do you know anything about Mr. Brown's having used some of the corn, by which he was enabled to ascertain the yield of the corn in the various fields? Answer: After I purchased, which I think, was before Mr. Brown purchased, I think some person (I do not know who) remarked that I was bit; I told them that I thought it would make a barrel to the shock; Mr. Brown, I think, came up at the time and remarked that it would not; and I think I remarked to Mr. Brown, that I thought it would, and as well as I recollect, Mr. Brown answered that it would not, and I either asked him, or he added, that he had shucked the corn in different parts of the fields, was the way he knew; I found that he was right.

Question 3: State whether the crier announced how much corn there was in the shock, or did he sell by the shock without stating the amount in each shock? Answer: He said nothing about the amount of corn in each shock, or the number of hills square, but sold it by the shock.

Question 4: From the conversation between you and Mr. Brown, did you consider that you were not to bid against each other in the purchase of the corn that each wanted? Answer: Well it was just in this way—he observed that he wanted corn in a certain part of the field; I had observed that I wanted corn in a certain part of the field, and I think the word was between us, which of us made the remark I would not be positive, that we would not be in each other's way.

Question 5: What was the general character of Mr. Watson, the overseer of Mr. Weir? Answer: I do not know much about him; as well as I recollect, I never heard anything against him. He sometimes drank a little; so far as I know he was a peaceable and well disposed man.

*By Mr. Brown.*—Question 6: Did I not say to you several days before the sale, that I did not intend to buy any of the corn except that which lay on the railroad, and assign as my reason, that it suited me better than any other field? Answer: As well as I recollect, I don't think we ever had but the one conversation before the day of sale; it may have been three or four days, or a week, before the sale. This was a different conversation from the one already alluded to. He said he did not want any of the corn on this side of the fence, it was that which lay down next to railroad that he thought that suited him better.

Question 7: Did you not come to me during the sale of corn, and urge me to buy in the large fields, which was considered much the best corn? And did I not say to you it did not suit me, and I would not bid first? Answer: I think as well as I recollect, that I told Mr. Brown, that that was a good deal the best field of corn, and he had better buy these. I think he remarked that it did not suit him to buy them.

Question 8: Did not the overseer announce at the time of the sale as they came to different fields of corn the number of hills in each shock? Answer: The question was asked by several, if the shock contained sixteen hills square. I do not know that I asked him the question. But I think I heard him answer. I heard some one ask him, I do not know who. But I think at that time the larger portion of the corn had been sold. I had bought my corn at the time I heard him asked the question. He answered the question by saying, that there were some of the shocks of corn containing sixteen hills square, and some was not.

Question 9: Was not the corn sold in lots of twenty-five or fifty shocks, with the privilege of taking a larger number, and in one or two instances with the privilege of taking the whole field? and did I not so purchase the railroad field, buying fifty shocks under the privilege taking the whole field? Answer: That was the last field that was sold. There was more sold before that, over twenty-five or fifty shocks, as well as I recollect. I went there for the purpose of buying the whole field, but they would not let me buy more than fifty shocks at a time. I do not recollect but the one lot that was sold with the privilege of taking the whole; this was the last lot sold. I am not positive that my lot was sold with such a privilege, but if it was any, I think it was the last or next to the last.

Question 10: Is it customary in the public sales of corn by the shock to charge full price for shocks that are not full? Answer: I have not been much in the habit of buying corn. Where I have bought, and the auctioneer has set it up from sixteen hills square to the shock, it was made sixteen hills square; it mattered not if it was four hills square, or three hills square, it was taken by the shock if the auctioneer cried it in that way.

Question 11: Do you know anything about the habits of Mr. Watson's father, who was often with him during the summer of 1850? Answer: I do not think I have ever seen him. I have heard of him. I do not know that he was ever on the farm.

Question 12: Do you know that a young man worked on the farm of Mr. Weir, during the summer of 1850, and boarded with Watson? and if

so, what were his habits? Answer: I knew of a young man working there, and of very bad habits, as far as I know about him. He was back and forward, and my impression is he boarded there. I don't think he staid there a great deal. I think he worked on the farm.

Question 13: Have you not said heretofore, that you would not attend this commission and give testimony in this case? Answer: I have. I think it was to Dr. Bell that I said I would not come, and I may have spoken to others about it. I will not be positive.

Question 14: Have you not lately received a letter from E. K. Sayre, in Missouri, in reference to the sale of corn, on the farm of James Weir, in the fall of 1850? and, if so, will you file that letter in answer to this question? Answer: I have received one, and I wish Mr. Brown to understand, that when this letter came to me it had no weight or bearing upon my mind, in determining me to come, or influencing me in what I had to say, any more than if I had not received the letter. I came to testify because I supposed it was my duty to do so. I suppose Mr. Sayre had a right to write just what he pleased, and that it was my duty to tell just what I believed. I have no objection to the letter going on record, and being made a part of the testimony in this case. It is as follows:

LOUIS COUNTY, Mo., December 13, 1852.

Dear Jac.:—Our friend S. Dolan's position in connection with the trial of Dr. Brown makes it proper that I should write you a word about some of the occurrences of the sale of Mr. J. Weir, at his farm, before delivering possession fully to Dr. Brown. At the sale there was an apprehension that the corn would not bring its full value, because of an understanding that all who wanted it would not bid, but that of some who wanted it only one would bid, and if he bought he would divide afterwards to suit those who did want it. As the corn however did sell remarkably high, owing to the presence of some unexpected bidders, there were a good many of jokes cracked upon the subject of the disappointment of those who either did not get the corn or were compelled to pay unexpectedly high for it. You were a good deal with Dolan, my cousin, E. D. Sayre, and myself, and come from the sale in our company. In our talk, coming away, the whole matter was talked and laughed over a good deal, and in this talk my recollection is, that you insisted that others, Mr. Brown, Webb, etc., were more hurt than you; that you did not care, etc. I certainly did understand plainly from you, that there had been an understanding between you, Webb, Dr. Brown, and perhaps another, that at the sale only one would bid, and the corn afterward divided to suit, or some arrangement to accomplish similar results. It may be very important to S. Dolan, in whom I feel satisfied you take as much interest as I do, that you should recollect distinctly the occurrences that actually took place, and should state them. You will certainly be able to recollect what occurred, both before and after the sale, better than any one else, and to repel any charge that may be made against Dolan, that he invented and circulated this statement to injure Dr. Brown. You would be the best and most competent person, and it seems to me that you can not hesitate to relieve him, and defend him from such a charge. I write this letter in perfect confidence, thinking it called for by the position in which our friend may be placed.

Very respectfully,

E. K. SAYRE.

J. HOSTETTER, Esq., *Fayette County, Ky.*



*By Dr. Breckenridge.*—Question 15: After the conversation alluded to between you and Mr. Brown, in regard to your not being in each other's way as bidders for the corn, did you not understand that it amounted to an agreement between you not to bid against each other for the corn, but that he was to buy corn, if he bought any, on one side of the place, and you were to buy corn, if you bought any, on a different side of the place? Answer: I stated to Mr. Brown, that I did not want any corn on the other side of the fence, and Mr. Brown told me that he did not want any corn on this side of the fence. I considered myself bound not to buy corn on the other side of the fence, which Mr. Brown wanted, at any price, and I considered Mr. Brown bound not to buy where I wanted.

Question 16: How much of the corn on the place had you made up your mind to buy, before you had your conversation with Mr. Brown, provided you could get it at a fair price? Answer: Considering what I wanted for myself, and what I was authorized to buy for others, I went to the sale intending to buy all the corn on the place, provided I could get it at a fair price. I had a previous conversation with Mr. Brown, but on the day of sale, in a conversation with Mr. Brown, I agreed that I would not buy the corn on that side of the fence.

Question 17: Did the corn at the sale, in your opinion, bring a much higher price by being sold in small lots, without privilege, than it would have brought if it had been sold in lots with the privilege to the purchaser of increasing the size of his lot? Answer: I think it did bring a great deal more than it would have brought if it had been set up with the privilege of buying all, or increasing the size of his lot.

Question 18: Do you not think that Mr. Brown had a very great advantage of all the others, by having shucked out corn in various places, and thereby ascertaining the yield of the shock? Answer: I think he had an advantage over anybody who did not know.

Question 19: Do you know, of your own knowledge, that the reason why Mr. Brown purchased corn on a particular side of the place when all the corn was on one clearing, may not have been that he knew that was the best corn? Answer: I do not know. All that I know is, that Mr. Brown told me it suited him to buy it there.

Question 20: When Mr. Brown told you that he had shocked corn in various places, did he inform you why he did so? Answer: He did not. I think he told me he had the privilege of getting corn where he liked, and that he had measured it.

Question 21: Did you understand from him who had given him the privilege? Answer: I do not think that he told me. I understood from some one, I do not recollect who, that Mr. Brown had permission, I think, either from Mr. Weir or from E. D. Sayre, I can not state positively which.

*By Mr. Brown.*—Question 22: Do you not know that I purchased corn on the railroad, in preference to any other place or field, because I had some small grain in that field, and wished to have the control of it, and feed from it during the winter, and also because I did not wish purchasers of corn to pass over the whole farm, cutting up the field? Answer: As well as I recollect Mr. Brown told me that he purchased that corn there, and at the time of that conversation, because he did not want persons to be running all over his place.

Question 23: Do you not know, and was it not generally admitted, that

the corn in the large field was much better than the corn in the railroad field, where I purchased? Answer: Some said they had gotten better corn for a less price. I had purchased, but I thought when I purchased it was better where I purchased.

Mr. JOSEPH WATSON deposed as follows:

Question 1: Were you overseer at the time of the sale of his personal effects? Answer: I was.

Question 2: Did Mr. Brown, previous to the sale, use some of the shocks of corn in various fields for his stock? Answer: He did.

Question 3: By whose permission did he use this corn? Answer: I do not know of my own knowledge, but Mr. Brown asked me if he could get five shocks of corn, and pay for it at the same rate he would pay for what he bought. I told him I had no right to sell; he said he would apply to some one else.

Question 4: Did Mr. Brown use corn from the different fields, or out of but one field? Answer: He used it out of different fields. He got one shock from each of the four fields; a fifth shock he got, but I do not know where he got that from.

Question 5: Do you know whether, or not, the corn that was gotten out of the fields was measured? Answer: There was an Irishman, whose name I do not know, but who was called Mac, in Mr. Brown's employment, who shucked it, as I saw him, and who told me that he had measured it for Mr. Brown. When I told Mrs. Weir (who was in Lexington, Mr. Weir being in Texas) that they were taking the corn, she told me to go back and stop them. Mrs. Weir said she would be down next morning; and next morning did come down in company with Mr. Todd, of Louisville. I told Mr. Dwight Brown, who was taking the corn, what Mrs. Weir said; he replied he had but one more shock to get, and that he would have that, and took it.

Question 6: Have you any knowledge of Mr. Brown's claiming certain lumber as his own after the purchase of the farm? Answer: I have. The day before Mr. Weir expected to start for Texas, I was in town, and he gave me a memorandum of what he wished me to do while he was gone. He wished me to haul some timbers from there to town to build a corn-house the next day. I think, as well as I recollect, I had two wagons hitched up, and probably had one wagon half loaded with these timbers. Mr. Brown came out on the steps where I was loading, and told me not to take those timbers; I might as well take down his fence and move it off, etc. Mr. Brown was very mad at the time he came out, and called to me very roughly not to touch them. I replied to him, Mr. Weir had given me directions to take them, and I told him I would take them or die. He said he would throw me out of doors in one hour, and mounted his horse and put off. I loaded my wagon and went on to town too; met Mr. Weir out by the cemetery and he told me I had done just right and as he told me, and to go ahead. I left, afterward, a portion of the timbers by Mr. Weir's directions. The timbers had been purchased by Mr. Weir from the railroad, and he had hauled them up and laid them in a pile.

Question 7: How long have you been overseer for Mr. Weir? Answer: A little upward of three years; during that time Mr. Weir and myself were on pleasant terms. I went to Texas with him, and he offered me lands to remain with him there.

*By Mr. Brown.*—Question 8: As the shocks of corn in the different

fields were sold, did you not announce them to contain so many hills of corn? Answer: No, sir. I got up there and told them that the shocks were not to be sold by the hills. How many hills there were in the shocks, I did not know; that there were a good many point shocks in the rows, etc.

*By Dr. Breckenridge.*—Question 9: State how it happened that you and Mr. Brown lived on the same place at the same time? Answer: When I first moved to the house, I had the whole house in my possession; but Mr. Weir told me he had reserved two small rooms for me, as he expected that Mr. Brown would move down during the summer, which he did. We were under the same roof about two or three months, I attending to Mr. Weir's business. I moved away some ten or twelve days before the time expired at which I was to move, as I understand.

Question 10: State how the young man, William Staley, came to be there, and what were the difficulties between him and Mr. Brown, and whether Mr. Brown requested you to move him off the place? Answer: Mr. Weir hired William Staley and put him there to board with me while he was gone to Texas. There was some insult between Mr. Brown and him, in some way. He said Mr. Brown would not speak to him, but of the difficulty I know nothing. Mr. Brown never asked me to send him away. Mrs. Brown said to my wife that she would not keep such a man about her, and would send him away. I replied, when she told me, that I had no authority to send him away.

Question 11: State as well as you can recollect, how long, all put together, your father and your father-in-law was with you on Mr. Weir's place, during the time you and Mr. Brown were occupying the house together? Answer: I do not know that my father-in-law was there above three times in all, about three or five days. My father generally when he came, staid of nights, it may have been six or eight times.

Question 12: Did your father, or father-in-law, or Staley, when they were there, trespass upon the part of the house in which Mr. Brown was, or interfere with his family? Answer: I do not know of my father or father-in-law ever being in that part of the house, or Staley, except to help remove the furniture, and I do not know that they were any interruption to any of the family, except that my father-in-law's loud praying and singing may have interrupted them. And I have never heard Mr. Brown or any member of his family complain of loud singing or praying of my father-in-law, nor in any way—neither my father nor father-in-law.

Mr. W. M. O. SMITH deposed as follows:

Question 1: Were you present at the trial before Webb Encampment, of D. S. Goodloe, upon charges tabled by John H. Brown, and who prosecuted Goodloe? Answer: I was present in Webb Encampment on the trial of two cases in which those gentlemen were parties at one time, and again at the trial of Col. Goodloe before the Encampment, for publishing his first pamphlet against Mr. Brown, at another time; the Grand Commander preferred the charges in each of the three cases. The two first cases were tried together, some time before the last; in taking the testimony, according to my recollection, the two cases ran into one another; hence they were both tried at the same time. Rules were established by the Encampment to regulate the trials in effect, or substance, for I do not pretend to quote literally, that in the case against Mr. Brown, which came on first in order, Goodloe should open the argument of the case (after the

testimony was taken through in both cases;) that Mr. Brown should follow in his own defense, and that Col. Goodloe should reply. Then Mr. Brown should be heard in argument in the case against Col. Goodloe; Col. Goodloe was to be heard in his defense, and Mr. Brown to reply. My recollection is, that the testimony should be read, and was read in both cases before the arguments; in either circumstance, after we were through the testimony in both cases, Col. Goodloe spoke in the case against Mr. Brown (I think) about an hour. Mr. Brown spoke about three hours, and probably more, in reply, and Col. Goodloe spoke a short time in conclusion. The argument of the case against Col. Goodloe was then in order, and Mr. Brown, who was much exhausted, and sitting down, remarked, that he did not care much about making a speech, but nevertheless went on, spoke in prosecution (as I consider) of the case against Col. Goodloe, about ten minutes. Col. Goodloe then replied in a speech, and my recollection is, that Mr. Brown declined making any speech in reply. These are my recollection of the facts, and I refer also to a copy taken from the minutes (marked A) as a part hereof, and is as follows:

“Webb Encampment, No. 1, 9 Dec., 1851.—The following rules were adopted for the governing of our deliberation in this case, viz: 1st. The testimony shall be read; 2d. Sir Knight Goodloe to open *versus* Brown—Sir Knight Brown to reply—Goodloe to close; 3d. Sir Knight Brown to open *versus* Goodloe—Sir Knight Goodloe to reply—Brown to close.

“Sir Knight Goodloe then opened the discussion for the prosecution, in a speech of one hour seventeen minutes. Sir Knight Brown, at 11 o'clock, began his reply, and continued his speech three hours forty minutes. Then Sir Knight Goodloe closed in a speech of fifteen minutes.

“Brown *versus* Goodloe—Dec. 11, A. D. 1851, 3 o'clock, A. M. Sir Knight Brown being very much fatigued, was permitted to sit down, and opened in a speech of ten minutes. Sir Knight Goodloe then replied in a speech of seventeen minutes. Sir Knights Goodloe and Brown then retired.

“A true copy from the records of the Encampment.

Attest, H. B. PAYNE, Recorder of W. E., No. 1.”

Hence I say in answer of your question, that Mr. Brown did prosecute Col. Goodloe before the Encampment, upon charges tabled by the Grand Commander (at the instance, as I understood, of Mr. Brown) against Col. Goodloe.

Question 2: Did Mr. Brown on the night, or at any time during the investigation of those cases, make any remark about the character or business qualifications of his son, Dwight Brown, and if he did, repeat them as near as you can recollect? Answer: My recollection is, that Mr. Brown in his speech in defense of himself, in substance made this remark: “I must acknowledge that my son Dwight has not an educated conscience.” It came up, however, in this commission—according to my recollection, Mr. Brown was speaking of Mr. Goodloe being well pleased with his trade some time after he had taken possession, and remarked that the Colonel came in one day, and Dwight, who was acting as clerk, told him of the sale of a work-box at some enormous profit, and the Colonel seemed to be delighted; and Mr. Brown then went on to say in substance, in this connection, “I must acknowledge that my son Dwight has not an educated conscience,” but it is due to truth to say, that the Colonel seemed to be delighted at the transaction, and said that it was better than selling dry goods.

Question 3: Were you counsel for D. S. Goodloe in the suit against Mr. Brown in the Fayette circuit court, and was one of the items in the account sued on the city tax on the bookstore the year Goodloe took possession, the year 1850? Was Dwight Brown examined on the part of his father as a witness, and did not his testimony defeat a recovery of that item of the account? Answer: My rule as a lawyer is, never to give testimony in any matter where I have acted or been employed as counsel on one side or the other, unless absolutely necessary to the ends of justice. In this matter, the record and any of the jury can prove the fact, one way or the other; hence I decline to answer.

Question 4: On the trial of Goodloe against Brown and Brown against Goodloe, before Webb Encampment, was not the argument of the cases in chief confined to Brown and Goodloe? was not this done by a vote of the Encampment, and was not said vote and decision urged by Mr. Brown and opposed by Goodloe? and what was the respective qualifications of the parties as public speakers? Answer: Another rule established to regulate that trial was, that when the argument of the two cases were through, the parties should retire and the Encampment would proceed to consider the case. Neither party, as I understood, had counsel there, and no such proposition was made before the parties left. After they left, immediate action was urged by some members, and others sought postponement; this matter was debated some time, and the Encampment, by a vote, proceeded to take the vote, upon whose motion I don't remember. Mr. Brown is accustomed to public speaking, and made an able argument in his defense. Col. Goodloe is not accustomed to public speaking, so far as I know, and I thought managed the case very badly, both in the preparation and the argument, and made a poor speech in his case. Neither party had anything to do with making the rules that governed the Encampment in those trials.

*By Mr. Brown.*—Question 5: Were there not some of the charges tabled by me against Col. Goodloe that were not involved, and therefore not brought out in my speech defending myself against Col. Goodloe's charges? and were there not others in which his guilt could only be made manifest by explanations and comparison of documents filed in the case of Brown against Goodloe, and did I not decline to give those explanations and give those comparisons? Answer: Some of the charges tabled by you against Goodloe, at least one, was not involved, nor do I remember that it was alluded to by you in your speech in your defense. In fact, I do not believe it was, and have no recollection of Mr. Brown's declining to make such explanations or comparison of documents as alluded to; but if the question was more specific, I might refresh my memory.

Question 6: Did you understand me to have been driven to make the remark, that Dwight Brown had not an educated conscience, and that such remark was made because I was hard pressed in the Encampment; and was not the remark made in reply to a declaration made by Colonel Goodloe, in his speech prosecuting me, that his conscience would allow him to sell the work-box at the profit reported to have been made; and did you not understand the remark as ironical and an intended retort on Colonel Goodloe? Answer: I could not pretend to say what drove you to make the remark, but understood it was in reply to something Colonel Goodloe had said, and in some sense looked on it as a sarcastic retort on Colonel Goodloe; but although you must be hard pressed by introducing that

remark about your son, you were apparently and, I thought, properly and deeply interested in the debate, and I thought somewhat excited, and I looked upon it as one of those things that slip out in the heat of debate. I did not understand Mr. Brown to convey the idea that he had failed to educate his son's conscience, or as expressing a want of confidence in his integrity; in fact, this admission would have impeached his principal witness.

Dr. J. J. BULLOCK deposed as follows:

*By F. G. Strahan.*—Question 1: What reason was given by Mr. Brown, at the meeting at Mount Horeb, in September, 1847, for his absence from a previous meeting of Presbytery? Answer: I can not positively say that I remember the reason assigned by Mr. Brown. I have a distinct recollection that Mr. Berryman, at that time or immediately after, called my attention to the fact, that Mr. Brown gave as a reason for his absence from a previous meeting of the Presbytery that the Presbytery met on the same day with that the board of trustees of Center College, and that he was a member of the board, when he knew that he was not at the meeting of the board.

Question 2: State whether, or not, you were moderator of the Synod which met at Frankfort in the fall of 1850, and what was the reason given by Mr. Brown for absence from the previous meeting of the Synod which met in Danville? Answer: I was. The reason assigned was, that the state of his health forbade his attendance.

Question 3: State what Mr. Brown said to you after the sale of the bookstore to Colonel Goodloe, in vindication of himself for having made the sale? Answer: In a conversation held with Mr. Brown, some time in the early part of the year 1851, in answer to my remark that Colonel Goodloe could not make those whose good opinion he regarded believe that he had defrauded him, but that some persons believed that he had traded too hard for a preacher, and had greatly worsted Goodloe in the trade, he said that he could have sold the bookstore to several other persons on the same terms he sold to Goodloe—among the persons named were Judge Trotter and W. A. Dudley. My impression is, that he said they offered the same terms; but I can not positively say that he had said so. Mr. Brown's remark was in answer to the charge that he had traded too hard for a preacher.

Question 4: State what Mr. Brown said to you in justification of himself for the price at which he invoiced the executive documents to Colonel Goodloe? Answer: In the course of the conversation, above referred to, between Mr. Brown and myself, in answer to the accusation that he had charged him more for the executive documents than he had paid for them, he said that he had bought the executive documents at Hon. John L. White's sale, for a price far below their value, and that he did not feel himself bound to sell them to Goodloe for that price, not being purchased as the other stock, and that they were worth more than he charged Goodloe for them.

Question 5: Did you, or not, purchase a considerable amount of books from Mr. Brown while he was in the book business, and if so, please state what was the character of the stock of books sold by Mr. Brown to Colonel Goodloe? Answer: I was in the habit of dealing with Mr. Brown. My impression is, that the stock was not of the first order. I complained to Dwight Brown, on several occasions, about the school-books and sta-

tionery I purchased of him. I remember a large lot of Webster's Dictionary, duodecimo, which was very defective; also a lot of inkstands and lead-pencils; there were many books that were shelf-worn, and I should suppose unsalable at original cost.

*By Mr. Brown.*—Question 6: After Mr. Berryman told you I was not at the board of trustees of Center College, which met in Danville in June, 1847, and which is alleged to have been stated by me to be the fact, in my reasons given at Mount Horeb for absence from the Presbytery which met in Frankfort, June 17th, 1847, did you ever speak to me about my apparent discrepancy in my statement, and ask for an explanation? Answer: I never did.

Question 7: What were the relations between you and myself in the fall of 1847, and what were they for years afterward? Answer: They were of an amicable character, and up to the present date I have never had a personal difficulty with Mr. Brown.

Question 8: Did you not at different times call upon me, and mention to me about the difficulties between Col. Goodloe and myself, which were in circulation and calculated to injure my Christian and ministerial character, and did not the fraternal relations between you and myself, in your judgment, authorize you to do so? Answer: I did call upon Mr. Brown on two occasions, for the special purpose of inducing him to settle the difficulties between Col. Goodloe and himself, on which occasion I stated to him the reports in circulation, and which were injuring his ministerial and Christian character. I felt authorized to do so by the relations that existed between us; and I would further state, that there was no period, from the time I became a minister until I was appointed by this Presbytery to be his prosecutor, at which I did not feel at liberty to approach him on any subject that involved his ministerial and Christian character.

Question 9: Did I not object to Mr. Goodloe's assisting the prosecution in taking testimony in this case, and did you not (being one of the prosecutors) avow that you could not manage the case without his assistance, and had he not been present most of the time during the progress of this trial, rendering assistance, preparing questions, etc., to be propounded by the prosecution? Answer: Mr. Brown, in the beginning of this trial, excluded from the commission Col. Goodloe, under a rule of our book of discipline, which says that no witness afterward to be examined, except a member of the judicatory, shall be present during the examination of another witness in the same case, unless by consent of parties. After the examination of Col. Goodloe, while he was sitting by the prosecutor and suggesting questions to be asked witness on the bookstore case, Mr. Brown objected to his assisting the prosecution in that way. I then stated that it was impossible for us to understand the case thoroughly without Col. Goodloe's assistance, as the transactions were between Mr. Brown and Col. Goodloe. Col. Goodloe has been present during the greater part of the time while the testimony on the bookstore transaction was taken, and has frequently suggested questions to the prosecution to ask him in this way.

Question 10: Did not several of the witnesses introduced by the prosecution have their testimony written out before they were sworn, which testimony was read as their testimony in this trial, and was this done in any instance at the suggestion of the prosecution? Answer: Some of the witnesses did in part prepare their testimony before they were sworn. The prosecution in no instance attempted to direct beforehand the testimony of

the witnesses. In some instances they told witnesses that they had better make a written statement of the facts as far they knew beforehand, so as to save the commission time. I remembered distinctly telling Mr. M. T. Scott, a witness for the defense, to prepare his answers to questions in his room, and not to wait until he came back to commission; the records will show how the testimony was given in.

*By T. W. Bullock.*—Question 11: In the instances where the witnesses had prepared their statements in writing before they were sworn in this case, had they, or not, given their testimony either before the Encampment or arbitration in relation to the same matters? Answer: My impression is that they had; and after having given their written testimony, it was the right of the prosecution and of the defense to examine them further on the subject.

Question 12: Why did you not inform Mr. Brown of the statement you say Mr. Berryman made to you in relation to the excuse Mr. Brown is said to have given for his absence from the meeting of the Presbytery at Frankfort? Answer: I can not recollect all the reasons that operated upon my mind at that time, but I remember that Mr. Berryman told me that he had informed Mr. Brown of the fact at the time, and that he treated it lightly; besides, at that time I was the corresponding secretary and general agent of the Board of Domestic Missions of the west and south-west, and was therefore a greater part of my time absent from home and pressed down by my calls and responsibilities. I have refrained from saying that I heard Mr. Brown give the reason myself, because I am not certain that I did.

Question 13: Did you ever have any conversation with Mrs. Gay, now Mrs. Reiley, in relation to her teaching for Mrs. Price? If so, state what was that conversation. Answer: I heard Mrs. Gay that was, say that the reason she did not assist Mrs. Price was that she did not get an answer to the letter in which she agreed to teach for Mrs. Price upon a salary of \$250 per annum. This letter was sent to Marietta, Ohio, and was transmitted to New England before she arrived at Marietta, and that afterward she was offered a larger sum to teach in Lexington.

*By Dr. Breckenridge.*—Question 14: Were you and Mr. Strahan not required, by a pretty nearly unanimous vote of Presbytery, to act as prosecuting committee in the case, contrary to his and your earnest protestation? Answer: We were required by a unanimous vote, so far as I recollect it, and certainly against our earnest resistance. I assigned as a reason why I should not be appointed, that my school was to open the following week, and that my whole time was required at home. The Presbytery would not excuse me, and I acquiesced in their decision.

Question 15: Have you not been subjected to very great slander and vituperation for the manner in which you have discharged your duties as such? Answer: I certainly have. During the whole of my past life, I do not believe that I have been subjected to a tithe of abuse and detraction that has been heaped upon me since I became the prosecutor of Mr. Brown.

Question 16: Do you not know that the Presbytery in general, and several members of it in particular, have been scandalously abused, both publicly and privately, for entering upon this trial and conducting it in the manner in which they have done? Answer: I do.

Question 17: Have you any knowledge of that having been done



by any person who was not a member of the Second Presbyterian congregation in this city, and have you any knowledge that it has been done by various persons, amounting in all to a considerable number, belonging to that congregation? Answer: I do not at this time remember the name of any person, not connected with that congregation, who has been engaged in abusing and maligning the Presbytery or any of its members. I believe it has been confined mainly, if not altogether, to the members of that congregation; but it affords me pleasure to say that quite a number of persons connected with that church or congregation have acted with great prudence and propriety. The members of that congregation who have acted otherwise is considerable.

Question 18: Have you not personal knowledge that Dr. Bell, an elder in that congregation and a witness in this case, and Mr. Matthew T. Scott, an influential member of that congregation and another witness in this case, together with various other members of that congregation, were zealously agitating the question of leaving the Presbyterian Church and forming a new congregation out of its communion, avowedly because of the conduct of the Presbytery in this trial? Answer: I heard from various persons that Dr. Bell was willing to go with Mr. Brown out of the Presbyterian church to any other church he wished to join. I never had a personal conversation with him on the subject. I heard him say before the commission, while he was giving in his testimony, that such were his feelings and purpose at the time Mr. Brown renounced the jurisdiction of the Presbytery and for some time after. I have heard Mr. Scott say that he was prepared to go with Mr. Brown to the Dutch Reformed, to the New School or to Independence; that he would use his influence to get as many to go as he could, but he was afraid that they could not get a majority. This was a short time after Mr. Brown left the Presbytery and before his return. I heard from various persons that many others were prepared to act likewise, but I can not now give their names from personal knowledge.

Question 19: Have you any knowledge or have you ever heard of any official action being taken by the session of that church or any member of it, to deal with any member of the congregation in the way of discipline for any of the aforementioned acts? Answer: I have not.

Question 20: Have you any personal knowledge or have you ever heard any attempt on the part of Mr. Brown to vindicate the course of the Presbytery, or to restrain the violence of certain members of his congregation against that body? Answer: I have not.

Question 21: In the Presbytery at Nicholasville, which appointed you one of the prosecuting committee in this case, and of which you were a member, was it not nearly a unanimous opinion of its members, expressed in an introductory meeting and by calling the roll, that the charges circulated against Mr. Brown should be investigated? Answer: It was. I do not know that a single member voted against the action of the Presbytery. Mr. Prindell spoke against it. In the course of his remarks he said that he had no idea, until he came to the Presbytery and heard the remarks of the various members, that these were injuring Mr. Brown to the extent indicated by the remarks of the different members of the body. Mr. Lowry also, in the beginning of the interlocutory, made remarks in opposition to any action, but afterward said he thought the whole case ought to be settled from top to bottom.

Question 22: Did you understand that Mr. Brown made any objection to

the manner in which the Presbytery proposed to have the charges made against him investigated, or any member of the committee of prosecution? Answer: Mr. Brown arose after the action of the Presbytery was determined upon, and said that he preferred that the charges made against him by common rumor should be investigated in the way determined upon by the Presbytery, than to bring the matter before the Presbytery himself; that he had not the least doubt but that he could prove himself innocent of every charge, and obtain at the hands of the Presbytery a triumphant acquittal; whereas, if he had brought the matter up himself, it might be considered a whitewashing of him by his brethren. I give the substance of his remarks. He made no objection to the mode in which he was to be tried, neither did he object to the committee of prosecution.

*By Mr. Brown*—Question 23: Did common fame loudly proclaim against me *all* the charges which have been brought against me by the Presbytery, and which are now undergoing investigation? Answer: All the charges brought against Mr. Brown by the Presbytery are contained in pamphlets, which have been widely spread.

Mr. T. W. Bullock enters his exception to the question, for the reason that it was a matter for the Presbytery, and not for the witness, to decide.

Question 24: Was not the rumor in reference to the charges created mainly for the publications of D. S. Goodloe, and was it not generally understood that he was personally hostile to, and prejudiced against me? Answer: The first part of the question I answer in the affirmative. I believe also that it was the opinion of many persons that Goodloe was hostile to, and prejudiced against Mr. Brown; but there was a deep impression made on many minds by these pamphlets to the injury of Mr. Brown.

Question 25: When complaint was made before Presbytery, at its meeting at Nicholasville, at which time a committee of prosecution in this case was appointed, was that complaint reduced to writing, and was a copy of the charges given to me at this meeting? Answer: The matters pertaining to Mr. Brown were brought to notice of the Presbytery by a motion made by the Rev. Stewart Robinson in an interlocutory meeting. At the interlocutory meeting Mr. Robinson stated the object of it, viz: To ascertain the mind of the Presbytery in reference to the propriety of examining into the charges circulated against Mr. Brown. As I have stated, it was the almost unanimous opinion of the body that there should be an investigation; that Mr. Brown owed it to himself to demand it. Mr. Brown declined it, and the Presbytery determined it should be had in the form now before us. The records of the Presbytery explain the whole matter in an official form. Finally, there were no charges made out against him at the time there was an adjourned meeting of the Presbytery, to meet on the 28th September, and a committee of prosecution appointed to report at that time the charges on which Mr. Brown should be tried.

Question 26: Did not many members of the Presbytery in that interlocutory meeting express the opinion that the Presbytery ought to investigate the rumors for my good; that they had no doubt whatever of my innocence? Answer: Some of the members of the Presbytery expressed that opinion.

Question 27: Was it not understood by you, and did you not suppose it was understood by the Presbytery, that Mr. R. Prindell, (an elder of the Second Presbyterian church of this place,) as a member of the Presbytery, and present at the interlocutory meeting, represented my views and

wishes ; and did he not oppose the taking of the charges on the ground of common fame ? Answer : I do not know how far Mr. Prindell represented Mr. Brown's views and wishes. I have already stated that he spoke in opposition to the investigation. My impression is that he did not vote against the action of the Presbytery. Mr. Prindell I know, from private conversation with him, was very much opposed to the Presbytery's taking any notice of the matter in any form. I remember his saying to me before Mr. Stonesweek, I think, that he would advise Mr. Brown, if the Presbytery should try him in all the charges in the pamphlets of Goodloe's, to leave the church. He further said, that if he should leave it, he could carry nearly the whole congregation with him.

Question 28 : Have you any knowledge of any member of this Presbytery making any effort to induce me to return to the Presbytery and meet the charges, after I had renounced its jurisdiction ? Answer : I have not.

Mr. T. W. Bullock excepts to this question.

Question 29 : After I did return and offer a written concession to the Presbytery, did not the chairman of the prosecution say in open Presbytery, substantially, that he feared I had been driven back to the Presbytery by public sentiment ? Answer : The paper first presented by Mr. Brown was deemed insufficient by the chairman of the committee of prosecution, because there was no distinct acknowledgment of sins being committed by him, and in renouncing the jurisdiction of the Presbytery, and in violating his ordination vows, and no distinct avowal of repentance for his conduct. The chairman of the committee of prosecution was also in possession of other facts which tended to make the impression on his mind that Mr. Brown was not duly impressed with the sinfulness of his conduct in these respects. Under these circumstances, he insisted on Mr. Brown's avowing, clearly and distinctly, whether he meant, when he said he had acted wrong, that he had sinned ; and when he used the word regret, that he meant repent. It was after a lengthy discussion of this discussion, that Mr. Brown explained himself in a manner satisfactory to the Presbytery. During that discussion the chairman of the committee of the prosecution said, as the case then stood, he could not tell whether he had been driven back by the pressure of public sentiment.

Question 30 : During the pendency of the acceptance of my concession, did a prominent member of the Presbytery say, substantially, that there was an implied promise in the citation that the Presbytery would receive me back if I made satisfactory concession ; and that if he made a promise to the devil he would keep it ; but that it was only in view of this implied promise that he would be willing to receive me at all ?

Mr. T. W. Bullock, the only member of commission present except the moderator, objected to the question. Mr. Brown excepts to the decision.

Question 31 : Has not the West Lexington Presbytery been in the habit of passing such censure on its members, when their reasons for non-attendance at former meetings were not considered good, as would constitute a motive to any of its members to fabricate reasons which they knew to be false ? Answer : The habit of the Presbytery is to vote to sustain the reasons if they are good and sufficient ; if not, to vote to excuse. I have not known of any other reasons being passed.

Question 32 : Who are the members of the Second Presbyterian church that scandalously abused, both publicly and privately, yourself and other members of this Presbytery, for entering upon this trial and conducting it in

the manner in which they have done ? Answer : That the fact is as I have already stated, is, I suppose, known to a large portion of this community. I do not think it necessary or proper to mention the names of individuals.

Mr. Brown excepts to the answer to this question as insufficient.

Question 33 : After you were appointed prosecutor, and before Presbytery met to receive the charges, did you not attempt to influence the minds of witnesses and members of this Presbytery as to my guilt ; and also, did you not try to make Rev. E. Foreman, before he became a witness in this case, commit himself as to my guilt ?

The commission permit that he shall answer the question in its present shape, the witness himself having expressed a willingness to do so. The moderator, (Dr. Breckenridge, who came into commission since the asking of the 30th question,) however, declared his opinion that it is wholly irrelevant and ought not to be put.

Answer : I never did, before or since I became the prosecutor of Mr. Brown, make any attempt to prejudice the minds of either witnesses or members of this Presbytery against Mr. Brown. I felt it to be my duty, as the representative of the Presbytery, before the Presbytery met to receive the charges, to converse freely with the members that I had the opportunity of seeing in reference to the whole case. Whatever my impressions were, so far as I spoke to my brothers, they were accordingly given. I felt they had a right to know. I, however, had not the opportunity of conversing with many of them. What I said, I do not at this time distinctly remember ; but they are at liberty to tell the whole world all that I have said to them pertaining to this matter. In answer to the question about Mr. Foreman, I state that I had several conversations with him about the insurance stock purchased by him of Mr. Brown. One was in Danville, in June, I think, while I was attending the meeting of the board of trustees of Center College ; in which conversation Mr. Foreman stated to me, in the presence of Mr. and Mrs. ——— and Mrs. Foreman, that he did not charge Mr. Brown with defrauding him in the trade he had made, but such was the impression made on his mind by Mr. Brown's conduct in the whole matter, that he would never again have another pecuniary transaction with him. Again, Mr. Foreman came to my house in September, during the fair and between the meeting of the Presbytery at Nicholasville and the Presbytery meeting in Lexington. I read to Mr. Foreman the charge pertaining to insurance, and asked him if the specifications in that charge were true, so far as he had personal knowledge on the subject. He acquiesced in the correctness of them, with this explanation : He said he did not buy that stock so much under the representations of Mr. Brown as of others, especially Mr. M. T. Scott. That he had more confidence in what he had said of the value of the stock than in Mr. Brown's representations ; that he had no distinct recollection of any representations made by Mr. Brown to him in regard to the value of the stock, except that he said he would not sell his stock but for a desire to invest the money in a farm ; but his impression was that he had made strong representations upon the subject. Mr. Foreman also told me that he was not aware, until I impressed him at that time, that no dividends were made in November, 1849, and that the stock was not current at par at the time he purchased ; and when I told him that Mr. Skillman had informed Mr. Brown, between the time of the sale and the transfer, that the stock was offered for \$90 per share, without any effort on my part to make him commit himself as to Mr. Brown's

guilt, he immediately said that if that was so, Mr. Brown was guilty. After Mr. Foreman gave in his testimony I had another conversation with him, and we were perfectly agreed as to the facts in the case.

Question 34: What did you understand the members of the Second Presbyterian church, referred to in your previous answers, to have said in reference to you and other members of the Presbytery, which you denominate slander and vituperation and scandalous abuse?

The commission permit that Mr. Bullock shall answer the question, the witness himself having expressed a willingness to do so. The moderator, however, declared his opinion that it is wholly irrelevant and ought not to be put.

Answer: My sense of propriety forbids my defiling the records of this commission with inserting upon them the wicked and silly speeches of people—some of them professing godliness—about the members of this Presbytery and myself; speeches which, I doubt not, many of them in their calm moments are heartily ashamed of.

*By Dr. Breckenridge.*—Question 35: State what passed between yourself and the Rev. Alex. Cowan, a witness in this case, in regard to the charges drawn up by the prosecuting committee against Mr. Brown. Answer: Mr. Cowan came to my house on the Friday evening before the Presbytery met in Lexington, to hear the report of the committee of prosecution in the presence of the Rev. Mr. Strahan. He requested me to read to him the charges and specifications that were to be brought against Mr. Brown at the meeting of the Presbytery. I did so. The charge of plagiarism was referred to. I mentioned to him that I had determined not to report that charge. He then said that he had spoken to Mr. Brown on that subject; that Mr. Brown had declared to him, in the most solemn manner, that he had never owned or borrowed Dr. Tyng's sermons; that he had probably read some of them, but never with a pen in his hand; that he had never read a sermon of Dr. Tyng's with any view of being specially aided by it in his preparation for the pulpit; that the charge was wholly and absolutely false; that he had not seen the manuscript of the sermon reported as a plagiarism, to the best of his knowledge, since he preached it in Paris; that his impression was that he had left it in the Bible in the pulpit in Paris. He further remarked that he would not tell me all that passed between Mr. Brown and himself on the subject. I then stated to him that his communications had almost brought my mind to a different determination. There was a great contrariety between the statements of Mr. Brown and Mr. Kemper, with whom I had recently conversed on the subject.

Question 36: State what your impression is, as to the efforts which were made to get Mr. Cowan here as a witness, and how they miscarried? Answer: I have no personal knowledge on the subject. Mr. Strahan informed me that he had cited him to appear before the commission on a certain day; he did not come on that day. I have understood that he was in Lexington on the following day after the commission had taken a recess for some days; he did not, to the best of my knowledge, have any communications with either of the committee of prosecution while in Lexington, or with any member of the Presbytery. I understand that he was in the office of Mr. Kinkead, and that he spent the night with Mr. Vanmeter. To the best of my knowledge, he has not been in the neighborhood of Lexington since, and is now out of the state.

Question 37: Have you any reason to believe that Mr. Cowan so used

the information obtained from you in regard to the charges which the committee of Presbytery agreed to report against Mr. Brown, that Mr. Brown himself became possessed of the knowledge of what charges would be reported to Presbytery before they were so reported? Answer: I have an impression to that effect upon my mind; but I have not sufficient knowledge to justify me in saying that he did.

JACOB HOSTETTER examined.

*By Mr. Brown.*—Question 1: Did you not state to Dr. Bell, and have you not stated to others, that there was no combination or agreement between you and myself as to the purchase of corn at the sale of James Weir; but that there was an agreement between yourself and others, myself not included? Answer: Dr. Bell asked me if Mr. Brown had ever come to me to get me to buy corn for him? I told him distinctly he had not. Then I think Dr. Bell asked me if there was any combination with Mr. Brown and others in regard to the purchase of the corn? I replied, that I considered there was no combination between those other persons alluded to and Mr. Brown. In explanation of the whole matter I refer to my testimony, to which this is now appended.

*By Dr. Breckenridge.*—Question 2: Was the understanding between you and Mr. Brown about the purchase of corn at the sale a different matter from that alluded to in the preceding question—occurring at a different time, and after you had become satisfied you could not purchase all the corn on fair terms? Answer: The conversation alluded to in the question above had nothing to do with that understanding with Mr. Brown and those other men and myself about the purchase of corn at the sale. Mr. Brown and myself had an understanding which, as far as I remember, no one else knew anything about; it was either pretty close to the sale, or I do not know but some of the corn might have been sold.

Question 3: Was it before, or after, this understanding between you and Mr. Brown, (whatever it may have been,) that he told you he had had shocks shucked out in different portions of the field? Answer: I think it was after this understanding, because they were laughing at me about my being bit; and that came up in a statement of Mr. Brown's.

Question 4: Did you, or not, know, at the time you made the understanding with him, that he had shucked out corn on various parts of the field? Answer: I did not.

Examination of J. J. BULLOCK resumed.

*By Mr. Brown.*—Question 38: You have stated that you were present at the meeting of Pre-bytery at Horeb, September 16, 1847. Have you any recollection of the reasons assigned at that meeting for absence from the regular spring meeting of Presbytery? Answer: I have not.

Question 39: Have you any recollection of the reasons assigned at that meeting, for absence from former meetings of Presbytery, by C. Stuart, W. C. Mathews, B. Means, L. F. Coons, or any one of them; and if so, what were the reasons assigned? Answer: I have no recollection, and therefore can not give the reasons assigned. The thing impresses upon my mind the reasons assigned by Mr. Brown is, that I soon understood that the reasons assigned by him were not in accordance with the facts. As I have already stated, I can not, at this time, recollect distinctly whether I heard him assign the reason, or whether I remember it from Mr. Berryman's calling my attention to it soon after.

Question 40: Do you remember the reason assigned by Mr. J. G. Sum-

rell, at that meeting, for absence from former meetings of Presbytery, which reason was not sustained, but in view of which he was excused, as shown by the record? Answer: I do not.

Dr. R. W. BUSH deposed as follows:

*By Mr. Brown.*—Question 1: Were you not my physician during the summer and fall, 1849? Answer: I was.

Question 2: State what was my physical condition in the summer and fall, 1849, and winter of '49-'50, and whether you did not advise me to avoid all mental excitement? Answer: I found Mr. Brown laboring under chronic inflammation of the bladder, "chronic cystitis," for which I advised him to keep tranquil both body and mind, and avoid all excitement.

Question 3: Did you, or not, advise me not to attend the meeting of Synod that fall? Answer: I did.

Question 4: Did you, or not, recommend to me traveling, in a comfortable mode, as conducive to my restoration? Answer: I did.

Question 5: Did you, or not, advise me to cease preaching months before I did? Answer: It was some time; I do not recollect the precise period.

*By prosecution.*—Question 6: Do you, or not, know that Mr. Brown was at Cincinnati, during the meeting of Synod, in the fall of 1849? Answer: I do not know.

Mr. Brown here admitted the fact that he was at Cincinnati at the above mentioned time, as well as I can recollect.

Mr. A. T. SKILLMAN was then introduced by Mr. Brown, and deposed as follows:

Question 1: Do you, or not, know that at the date of my letter to Mrs. Gay, in April, 1848, the Lexington female school was the property, and under the control of trustees, and remained so for months afterward? Answer: I know that for some little time previous to that it was organized as a parochial school, under the superintendence of a board of trustees; it so remained for some months, perhaps a year afterward.

Question 2: Did I, or not, preach in the Second Presbyterian church from June 4, 1849, to January 1, 1850? Answer: To my best recollection Mr. Brown did not preach during that time; the church employed Mr. Lowry to preach for them during a part of that time.

Question 3: Do you remember who preached in the Second Presbyterian church on the sabbath that Synod was in session in Danville, in 1849; and if you do, state who it was, and why you remember it? Answer: I think that Mr. Lowry preached on that occasion; he had been here on Wednesday night at our prayer-meeting, and wanted to go to Danville to Synod, and Mr. Brown was not able to preach, and we prevailed on him to return Saturday night, to preach on Sunday, which he did.

Question 4: Did you, or not, ever hear it suggested before the session of the Second Presbyterian church, in my presence, that the defense of the manual before Synod, at Danville, would be expected at my hands? Answer: I have no recollection of it.

Question 5: Was, or not, the preparation and printing of the church manual a subject brought before the session of which you are a member? Answer: It was.

Question 6: Was, or not, the whole thing read before the session, and most of it from the leaves of the book from which it was taken; and did not the session authorize me to have it printed for the use of the congrega-

tion? Answer: It was all read before the session except the statistical part, or names of the church members, and might have been; I have no recollection as to them; I think that Mr. Brown and Mr. James C. Todd prepared the list of the names from the church records, and the session authorized Mr. Brown to have it printed for the use of the church members; I do not recollect as to its being read from the leaves of a book.

Question 7: You were present, as you have testified, at the meeting of the session, when Mr. Weir and myself presented our grievances, and our difficulties were adjusted; did I, or not, at that meeting, complain that Mr. Weir put forty acres in corn which he had agreed, when I purchased the farm, to put in hemp? Answer: I recollect distinctly that that was one of the matters complained of by Mr. Brown.

Question 8: Did I, or not, at the same meeting, also complain that Mr. Weir had failed to move his overseer and family out of the house which I occupied, and which he promised to do before he left for Texas, thus leaving for months in the occupancy of my dwelling, a man who was exceedingly offensive and troublesome? Answer: Mr. Brown did complain of that.

Question 9: Was Mr. Weir's reply to this grievance in a minute, satisfactory to all the session? Answer: Mr. Weir gave some reasons why the man was not removed, which were, that it had been his wish, before he went to Texas, to have him remove, but that he had no place to put him; I recollect that I was not very well satisfied with the reasons which he gave, but as the matter was amicably settled between them I never thought anything more on the subject until this question, which brings it up to my recollection, distinctly, what did pass.

Question 10: Was my complaint, that Mr. Weir had neglected to supply my family with conveniences or comforts after I moved to the farm, my principal complaint? Answer: To my mind it was not.

Question 11: Were you one of the members who thought it very strange that Mr. Brown should mention such a grievance, inasmuch as the session knew that Mr. Weir was absent a good deal of the season? Answer: I did not think it strange at all; I recollect of trying in my mind to put myself in Mr. Brown's situation, and I recollect of coming to the conclusion, that nothing in the world could induce me to live in the same house with a man of that character Mr. Brown described his to be; I do not know the man at all personally.

Question 12: Did I not, at that meeting of the session, state that I never could view Mr. Weir as I had done, antecedent to these difficulties? Answer: I think, during the meeting, there was something of that kind said by Mr. Brown, but I am certain my recollection of which is, that it was before the amicable settlement of the difficulty at all; I should not have considered it a settlement of the difficulty if Mr. Brown had expressed that opinion afterward.

Question 13: Did I, or not, ever state to the session of the Second Presbyterian church, in your presence, that the greater number of almanacs sold Goodloe was for the year 1850? Answer: I do not recollect that you ever did; I know that it was not a fact, and if you ever had mentioned it I would have recollected it without any difficulty; I was present at the meeting of the session at the time when the difficulties between Mr. Brown and Col. Goodloe were brought up before the session.

Question 14: Was, or not, the only interview between Col. Goodloe and



myself which took place in your presence about the first of January, 1851, and antecedent to the conversation between Mr. Leavey and yourself about our difficulties? Answer: As to the date I can not recollect; it was antecedent to the conversations between Mr. Leavey; some time before.

Question 15: Antecedent to the day you and I called to see Col. Goodloe, had you, or not, ever heard of his making any serious charges against me, and were, or not, all his complaints confined to mistakes or errors in the invoice? Answer: My recollection is that I never heard Mr. Goodloe charge Mr. Brown with fraud until that time; he never charged him with fraud in my presence; as far as my knowledge extended his complaints were confined to mistakes or errors in the invoice until that day; I did hear rumors on that day that Mr. Brown had defrauded Col. Goodloe in the sale of the bookstore; my recollection is, that was the first time that I had heard that charge. This occurred on a county court day, but in what month I cannot say, nor in what season of the year.

Question 16: Did I, or not, different times say to you, that I would willingly pay Mr. Goodloe any reasonable sum rather than have a difficulty with him, were it not in the principle involved in so doing? Answer: I recollect, at one time in particular, and perhaps at others, after being informed by Col. Goodloe that he intended to bring suit in chancery against Mr. Brown, I sought Mr. Brown and advised him to compromise the difficulty between him and Col. Goodloe; I remarked to him that a suit would be a very troublesome thing, he had better sacrifice a good deal than to get into that very troublesome difficulty; he said he would willingly do so were it not for the principle involved in it, or words to that effect; Mr. Leavey and myself had talked the matter over before, and we were both of the same opinion respecting it, viz: in regard to compromising the difficulty.

Question 17: On examination of errors in extensions and additions, as calculated by Mr. Gilbert, Mr. Goodloe's clerk at the time, in invoice of Brown to Goodloe, what is the whole amount? Answer: The errors against Mr. Goodloe are \$53.95; the errors against Mr. Brown are \$21.29, according to papers entitled, "extensions and additions," page 15 in ink, 29 in pencil, "Brown's defense vs. Goodloe's charges;" the paper purports to be a table of errors in extensions and additions between Brown and Goodloe; I know nothing of this paper except what I see on its face.

The paper above alluded to and described in answer to last question, is admitted by the parties as testimony in this case. [See *Appendix*.]

Question 18: On examination of invoice from Marshall to Brown, what amount of errors have been shown you in extensions and additions; and what amount against Marshall, and what amount against Brown? Answer: In examining the pages on which Mr. Brown said he had found errors in Marshall's invoice to him, after having carefully examined the extensions and additions, I found the errors in extensions and additions to amount to \$38.57; amount against Marshall \$22.50; amount against Mr. Brown \$15.86.

Question 19: On examination of invoice of Skillman to Marshall, what amount of errors have been shown you in extensions and additions; what amount against Marshall, and what amount against Skillman? Answer: After having carefully examined the extensions and additions on the pages pointed out as containing errors, to be \$154.88; amount against Skillman \$142.72; amount against Marshall \$12.16; I had not known before that

there was an error in that invoice, having never examined it carefully, Mr. Marshall having written the invoice and made the extensions and additions. I here understand the invoice of Marshall to Brown to be an inventory of stock on hand, taken by Marshall several days before the sale to Brown, which is all written in the handwrite of Mr. Marshall.

The prosecution admitted this inventory of stock taken by Marshall, to be the invoice of sale from Marshall to Brown.

Question 20: On examination of the records of the session of the Second Presbyterian church, Lexington, Kentucky, how often did the session meet, and how often was I present at its meetings from June 12th, 1849, to January 1st, 1850? Answer there are three meetings recorded: first, August 30, 1849; second, September 16, 1849; third, December 17, 1849. Mr. Brown was present at first meeting on August 30, 1849, held at the house of Mr. G. B. Hale. "The session met according to previous notice at the residence of Mr. G. B. Hale. The pastor being indisposed and temporarily" there, and at third meeting, in December 17, 1849, held at the residence of the pastor, he not being able to go out of his house at the time.

Question 21: Who moderated the session at its meeting on September 16, 1849, and at that meeting, were, or not, delegates appointed to attend Presbytery and Synod in the fall of 1849? Answer: Rev. J. J. Bullock was the moderator of that session, and the delegates to Presbytery and Synod were then appointed.

Question 22: Is it any where stated in the record of that meeting why the pastor was absent? Answer: It is stated that he was indisposed. "Present, Rev. J. J. Bullock, moderator (our pastor being indisposed)—preached in the church morning and evening of Saturday, 15th, and also this morning at 10 o'clock, and administered the sacrament of the Lord's supper."

Question 23: Does, or not, Mr. Goodloe say on page 7 of his pamphlet, entitled "Again to a Just Public," "After months of drumming up, a meeting was called, and from seventy to eighty persons from a congregation of four hundred assembled, many of the church members refusing to lend themselves to the thing, and several who were present having a distaste for it?" Answer: He does say so.

Question 24: Have you any knowledge of any drumming up, to gather this meeting? Answer: I have not.

Question 25: Do you know of any church members who refused to lend their influence to this meeting? Answer: Mr. Leavey in the meeting spoke against the resolutions which were offered, not because, as he stated once and again, that he believed Mr. Brown guilty of fraud, but that he wished an adjournment of the meeting that the testimony in the case might all be laid before the meeting; as he thought the resolutions passed after such an examination would have a better effect upon the community, and would be a great advantage to Mr. Brown. In the passage of the resolutions, there was not a dissenting vote. I have no knowledge of any persons at the meeting having a distaste to it. Those who were not able to attend, were desirous of having them sent to them. They were all willing to sign them as far as I have any knowledge. It was the largest congregational meeting assembled for business I have ever known in our church.

Question 26: Who was and is clerk of the session of the 2d Presbyterian church, from August 30, 1849, up to the present time? Answer:

William A. Leavey was appointed clerk at that time, August 30, 1849, and has been ever since.

*By Dr. Bullock.*—Question 27: Had you not informal meetings of your session? Answer: We had, sometimes.

*By Dr. Breckenridge.*—Question 28: How many meetings of the session of Second Presbyterian church do your records show to have been held since the commencement of the year 1852? Answer: There appears from the records to have been fifteen meetings.

Question 29: How many of these meetings appear from the records to have been held on the sabbath day? Answer: It appears from the records that there were ten of those meetings held on the sabbath.

Question 30: Does it not appear from the records that the regular and ordinary business of the session was habitually attended to on the sabbath day? Answer: It does appear so from the records.

Question 31: State whether or not the resolutions adopted at the congregational meeting, in your testimony alluded to, are recorded in the session book? Answer: They are not.

Question 32: Do you know the reason why they were not recorded in session book? Answer: I do not.

Question 33: State what was the number of persons who attended that meeting? Answer: I can not say positively, I always supposed about a hundred; there might have been more or less.

Question 34: State what was the number of communicants in your church, and what was the number of hearers not communicants about that time? Answer: I think we have had about 130 or 140 communicants. For the last year or two, I suppose our congregation (including communicants) may amount to not exceeding 300.

Question 35: State whether the subject and object of that congregational meeting had, or not, been matters of consultation and conversation some time before the meeting occurred? Answer: It had been talked of for some time.

Question 36: Are you aware, or have you any reason to believe that anybody who was in that congregational meeting, except Mr. Kinkead and Mr. Prindell, had ever heard or read the testimony taken in the case between Mr. Brown and Col. Goodloe? Answer: I do not suppose there were many who had heard or read the whole of it; I suppose there were a good many there who had heard the testimony retailed from one to another.

Question 37: State according to your best recollection, when the cholera broke out in 1849, in this place, and about how long it continued? Answer: I think it commenced at the asylum, in the latter part of May, and in the city some time early in June, and continued for three months.

Question 38: State whether or not it had disappeared from the city by the time indicated in your session book, of the meeting of your session, on the 30th of August, 1849? Answer: I think it had.

Question 39: State whether or not Mr. Brown was generally in the city while the cholera was prevailing here, during the months of June, July and August? Answer: He was not.

Question 40: Who preached for your congregation during the prevalence of cholera in this city? Answer: I think Dr. Breckenridge preached several sermons for us in June, perhaps commenced in May, and we em-

ployed a stranger, who came here from Rochester, New York, by the name of Gilliam; he was here about five weeks.

By Dr. R. J. Breckenridge.—Question 41: Was it not your impression at the time you were endeavoring to persuade Mr. Brown to compromise this matter with Goodloe, that it could have been settled on amicable and reasonable terms, if Mr. Brown had been disposed to do so? Answer: I do not think that was my opinion exactly, at that time; it had been my opinion before that, and it might have been at that time, I can not say positively. I recollect after that of having had a conversation with Mr. Leavey on that subject; he, Mr. Leavey, said that Mr. Brown had much better compromise the matter, for, said he, what is \$500 or even \$1000 to be compared with the trouble and difficulty of a lawsuit? I recollect of replying to him that I did not believe Col. Goodloe would be willing to compromise the matter for \$1000.

Question 42: You have spoken of there being a difficulty in the mind of Mr. Brown's hindering any private and amicable settlement, to wit, that *principle* was involved; what *principle* did you understand him to allude to? Answer: I can't say what he meant by the term principle, as there used.

Question 43: Then you do not know what was the reason why Mr. Brown objected to a private and amicable settlement of his difficulties with Col. Goodloe? Answer: he said, at the time that he had contracted with Col. Goodloe for the sale of his bookstore, and he meant to abide by the terms of that contract, and he meant also to make Goodloe do the same.

Question 44: Have you ever heard Mr. Brown express himself concerning the business qualifications of his son, Dwight Brown, as a business man? Answer: That question is fully answered in my testimony before the Encampment.

Question 45: Have you ever heard Mr. Brown preach a sermon on the text, "Their rock is not as our rock, our enemies themselves being judges?" Answer: I think I have heard him preach a sermon from that text more than once.

Question 46: Do you not suppose that the bookstore of Col. Goodloe has lost the greater portion of the patronage it once enjoyed from the congregation and personal friends of Mr. Brown? and that this has been the result of the difficulties between those two individuals? Answer: I can not speak positively on that subject, as to how much patronage it has lost; I know that it has lost some of Mr. Brown's good customers, and this has been in consequence of the rupture between Mr. Brown and Col. Goodloe.

Question 47: State what you know concerning the origin, preparation and authorship of the little volume called the *Church Manual*, latterly in use in your congregation? Answer: I think I heard Mr. Brown say he had prepared it in part, from a manuscript copy prepared by Rev. Mr. Sawtell. Mr. Brown suggested to the session to prepare such a manual and the session authorized him to do it. For further answer I refer to a previous answer given by me.

Question 48: Did I, or not, from the first, express to you my entire willingness and desire to settle amicably, all difficulties between Mr. Goodloe and myself, until he made such charges against me as to involve my character, and as to forbid any compromise on my part? Answer: I think you did, until the charge was made by Col. Goodloe of fraud; after that I think you were not willing to do it.

Question 49: Do not the records show that at four meetings of the session of the Second Presbyterian church, held on the sabbath, in 1852, the only business transacted was the reception of individuals into the church on examination and certificate? Answer: They do.

*By Dr. Breckenridge.*—Question 50: Will you look at the other six meetings held on the sabbath, during 1852, by your session, and tell us what was done at them? Answer: On one of them, Sunday, 8th February, we ordered the erasure of the names of six persons that were entered on our records as members of our church. We also appointed our committee to report at another meeting. We also received as members of the church, two persons by certificate, from the Paris Presbyterian church. At another meeting, on Sunday, the 29th February, Richard Higgins was received as a member of the church, and two of the committees appointed at the former meeting reported. At another meeting, Sunday, April 11, Mrs. Aikman was received as a member of the church, and a delegate was appointed to attend the meeting of the Presbytery at Carrollton, and eight members were dismissed to join other churches at distant places. At another meeting, held on Sunday, 29th August, a delegate was appointed to attend the meeting of Presbytery at Nicholasville. At another meeting on Sunday, 5th September, Mr. Brown communicated to session that he could not preach any more to the church until the pending trial was terminated, and advised session to have the pulpit supplied. Whereupon a committee was appointed to procure supplies. At another meeting, on Sunday, October 10, a member, also a delegate, was appointed to attend the meeting of Synod at Bardstown; a committee was also appointed to procure ministerial aid for the approaching communion. A committee was also appointed to draw up a memorial to the Synod on the subject of the difficulties that surrounded us as a church.

Question 51: Will you state who presided as moderator at the six meetings of session spoken of in the last answer? Answer: Mr. Brown was moderator at all of the meetings except one. Mr. Lowry was the moderator at that.

Question 52: At the meeting of session on sabbath, October 10, at which Rev. Mr. Lowry presided, and at which a committee was appointed to draft a memorial to the Synod of Kentucky, then about to meet, will you state whether, or not, there is in the minutes of your session reference to a complaint against this Presbytery, and will you state what complaint is there alluded to? Answer: There is reference to a complaint, and is, I presume, a complaint signed by R. Prindell and L. A. Lowry, and which I understand to have been a complaint to Synod about the doings of this Presbytery in the case of the Rev. J. H. Brown.

Question 53: Will you state whether the committee of session above alluded to, did, or not, report to your session a memorial to Synod, on the 11th of October, whether, or not, that memorial is spread on the session book, at the meeting of that date, and whether Rev. Mr. Lowry moderated that meeting of session? and will you state what reason is assigned on your record why your sessional memorial was not presented to Synod? Answer: They did report a memorial to Synod at that meeting, and it is spread on the minutes of our session. Rev. L. A. Lowry moderated the session on that occasion. The reason assigned on the records for its not getting to Synod is, that the pastor and Mr. Kinkead proceeded no further

than Louisville on their way to Synod, there being news in Louisville of cholera prevailing in Bardstown.

Question 54: Did not your session in its resolution of October 10, and in its memorial to Synod, adopted October 11, express its devotion to the Presbyterian church? Answer: They did.

Question 55: Were you present in your church on the 26th of October, 1852, the day on which that Presbytery commenced its second adjourned session there, the day on which Rev. Mr. Brown applied to be restored to his standing in Presbytery after his renunciation of its jurisdiction; if so, did you hear the statements made by him on that occasion, as to the willingness of the great body of your congregation to have followed him out of the Presbyterian church? Answer: I have no recollection of being present. I did not hear Mr. Brown make the remarks above stated.

*By Dr. Bullock.*—Question 56: You have read in Mr. Leavey's statement, on page 131, his account of an interview between yourself and him; is that detail correctly given so far as you recollect? Answer: The only difference that I perceive in his statement and mine, is in the amount stated by each one of us necessary to bring about a compromise. I believed with him that a compromise had better be effected.

Question 57: Was not the whole subject of the manual so far as proposed to or acted on by the session at an informal meeting, and not made the subject of any record by them? Answer: It was.

Question 58: Was not the subject, that the pastor should defend the church manual before the Presbytery and Synod mentioned in the session, at least once, in your presence? Answer: It was once, but Mr. Brown, according to my best recollection, was not present at that time.

Question 59: Do you remember whether there were, or were not, some informal meetings and consultations of session held, Mr. Brown being of the number, not recorded in session book, between June and December, 1849? Answer: There were.

*Questions by John H. Brown to Mrs. Maria M. Reily.*

Question 1. Did you, or not, receive a letter from Mrs. Price, in February, 1848, offering you \$200, as assistant in her school?

2. Did you, or not, receive a letter from me, at or about the same time, recommending Mrs. Price; and if you have that letter will you make it a part of your answer to this question, and if you have it not, so far as you recollect the substance of that letter?

3. When you received Mrs. Price's letter and mine, were you in Marietta, Ohio, New York city, or New London, Connecticut?

4. In your reply to Mrs. Price, did you, or not, decline her offer?

5. Did you, or not, write to me at the same time, stating that Mrs. Price had offered you only \$200, and you had declined?

6. Did you ever receive a second letter from Mrs. Price, offering you more than \$200?

7. On your return to Marietta, did, or not, your brother state that he had forwarded you two letters to New London, Connecticut, which you did not receive?

8. Did I, or not, write to you at Marietta, and request you to send me a copy of my second letter to you, and also a copy of Mrs. Price's second letter to you, as a difficulty was likely to grow out of our correspondence, and did you not reply, that you had received neither of those letters, having

been forwarded to you at New London, and you having left before their arrival?

9. Did I, or not, write to you, and request you to write to the postmaster at New London, and request him to inclose two letters to my address, at Lexington, Kentucky, and do you, or not, recognize the inclosed envelop as the one I afterward showed you containing the letters? (Please return the envelop with answers to questions.)

10. Was it, or not, about the last of June, 1848, when you came to Lexington to assist in the Lexington Female Seminary?

*Answers to the questions proposed by Rev. J. H. Brown.\**

Answer to question 1. I did receive such a letter in the winter of 1848, but am not certain as to the month.

2. I did receive a letter from you at the same time I received Mrs. Price's, recommending her as a lady in whom you had all confidence, but I have it not in my possession, neither do I recollect further its contents.

3. I was in New London, Connecticut.

4. I did, most emphatically,

5. I do not recollect writing this to you.

6. I did not receive any such letter.

7. He did thus state to me.

8. You did thus write and I thus replied.

9. You did write to me stating this request, but I have no recollection of ever before seeing this envelop.

10. I have no record of the time I went to Lexington, but think it was in the month of June, 1848.

11. You did not.

MARIA M. RILEY.

The undersigned, clerk of the session of the Presbyterian church of the town of Orleans, Orange county, in the state of Indiana, do hereby certify, that on this day Maria M. Reily was, in the presence of the session of said church, duly sworn as prescribed in the book of church government of the Presbyterian church, and in the presence of said session made the following answers to the above interrogatories propounded to her in the foregoing cause against Rev. J. H. Brown, and that said answers were written out by her in her own proper handwriting. Given under my hand, by order of session, at Orleans, this 7th day of December, 1852.

JOHN M. REILY, *Clerk of Session.*

*Questions by the prosecution to Mrs. Reily.*

Question 1. Did you not state to Mr. Gray, of Harrodsburg, Kentucky, and also to Mr. Knott and lady, of Frankfort, Kentucky, that you were coming to Kentucky, to engage with Mrs. Price in her school?

2. Did you not by letter to Mrs. Price decline her proposition to give you \$200 per annum, as teacher in her school, and also propose to engage with her for \$250 per annum?

3. Did you not learn before reaching Lexington, or soon after, that Mrs. Price had accepted your proposition, and had so informed you by letter?

4. Were you not afterward prevented from engaging with Mrs. Price, because of the fact, that you were informed by Mr. Brown that you could obtain larger salaries in other schools; and if not, please state the reasons why you did not enter Mrs. Price's school?

*Answers to the questions proposed by the prosecution.*

Answer to question 1. I have no recollection whatever of making any

such statement, either to Mr. Gray or Mr. and Mrs. Knott, nor do I think it possible that I could have done so, as I never had any such expectation.

2. I did decline Mrs. Price's proposition to teach in her school for \$200 per annum, but have no recollection of making any proposition to her.

3. I did learn this fact, that Mrs. Price had written me in several letters offering me \$250 per annum, but as to the time, or by whom communicated, I can not say.

4. I was not prevented from engaging with Mrs. Price in teaching from any statement from Mr. Brown, but solely on account of the small remuneration offered me by her.

MARIA M. REILY.

Mr. THOMAS DEAN'S testimony was introduced by Mr. BROWN, and is as follows :

*By Mr. Brown.*—Question 1 : How long have you been engaged in the book business ? Answer : I have been employed in the book business five years.

Question 2 : When did you commence in the bookstore with Marshall, and did you continue from that time to the time of his sale to John H. Brown ? Answer : I commenced in the latter part of the winter of 1845-6 to act as clerk with Charles Marshall. I continued with him until he sold out to the Rev. John H. Brown.

Question 3 : Did you, or not, assist in taking the invoice under which I purchased of Marshall ?

Question 4 : Do you, or not, know that the invoice under which I purchased of Marshall was taken to find out the amount of stock on hand, and not with a view to a sale of stock ? Answer : My impression is that the Rev. John H. Brown purchased under the inventory taken by Marshall to ascertain the condition of his business, and not with a view of effecting a sale with Brown. I assisted in taking that invoice.

Question 5 : Was, or not, the invoice under which I purchased of Marshall taken February 1st, 1848, and did I, or not, purchase of Marshall about February 12th, 1848 ? Answer : I can not answer in reference to the time at which the invoice was taken, but the sale was made to Mr. Brown some days after it was taken ; this is my impression, though I may be mistaken.

Question 6 : Did you, or not, continue in same bookstore from the time J. H. Brown bought of Marshall to February 1st, 1849, within less than one year of my sale to Goodloe, which bears date November 10th, 1849 ? Answer : I can not be positive, but I think I continued with Mr. Brown in the bookstore after the purchase, up to the 1st of February, 1849.

Question 7 : What was the comparative character of the stock sold by Skillman to Marshall and that sold by Marshall to me ? Answer : I know nothing as to the character of the stock sold by Skillman to Marshall. I was not in the business at that time. I am consequently unable to say anything as to its character compared with that sold by Marshall to Brown.

Question 8 : Was, or not, the stock of Brown at the time you left, in February, 1849, better than the stock sold by Skillman to Marshall, and better than the stock sold by Marshall to Brown ? Answer : When I left Mr. Brown's employ the stock was in better condition than the stock purchased by Mr. Brown of Marshall. I know nothing of the condition of the stock as purchased by Marshall of Skillman.

Question 9 : Were, or not, many unsalable works (especially English



works) forced off at low prices while you remained at Brown's bookstore, and was it not done by Brown's direction? Answer: There was a good deal unsalable expensive stock on hand, which Mr. Brown urged us to sell off. I think that his instructions to us were to push this part of the stock off at any price we could get above cost.

Question 10: Have you, or not, been engaged in the book business since you left Lexington, in 1849? Answer: I was engaged in the book business from the spring of 1849 up to the spring of 1852, in this city; since that time I have not been in that business.

Question 11: Did you, or not, consider the purchase I made of Marshall a good purchase for me, and was not the stock a good stock? Answer: At the time my impression was, that it was a fair purchase for Mr. Brown, and I think I so expressed myself more than once. As well as I remember, the stock was in ordinarily good condition; it was a fair average stock of books.

Question 12: Was, or not, the stock on hand at the time you left my bookstore a *good stock*; might it not truly and justly be represented as such to a purchaser? Answer: I think the stock in Mr. Brown's bookstore was when I left him a good stock, and I think it might have been truly represented as such. We were very careful in replenishing our stock, and used every exertion to push off what we called old stock.

Question 13: Have you, or not, since you left Lexington, in 1849, a worse stock of books which you represented as fair and good stock, and with which the purchaser was satisfied, and concerning which he has made no complaints? Answer: The stock of books, the sale of which I was concerned in, was altogether of a different character, and I do not think, therefore, that I can establish any comparison—the one being for wholesale and the other being for retail purchases.

Question 14: Was, or not, almost the entire stock sold by Skillman to Marshall disposed of before I bought out Marshall? Answer: I am unable to say, for the reason that I never looked over the invoice of the sale by Skillman to Marshall, and am, therefore, not sufficiently acquainted with the items constituting that sale; my impression, however, is, that much of the old stock had been sold.

Question 15: Do you, or not, know, from conversations had with me as well as from your knowledge of all the transactions connected with the bookstore, that it was *mine*, and not Dwight Brown's? Answer: My impression while I was in the establishment was, that it belonged exclusively to John H. Brown, and that Dwight Brown's connection with it was purely nominal. Mr. Brown was always the acting, efficient, and controlling man in business connected with the affairs of the establishment.

*By the prosecution, to Mr. Dean.*—Question 16: In taking Marshall's invoice, under which Mr. Brown bought, did you invoice every article in the store at original cost. Instance \$325 worth of cheap publications at full retail price taken at half price, \$162 music at 2 cents per page, one lot of music, for India ink, crayons and pencils \$6.00. Or did you invoice books that were damaged, out of date editions, etc., at what you considered them worth? Answer: In taking that invoice, as I now recollect, there were some items of old stock, which we termed "hard stock," which were invoiced much under the original cost; of this "hard stock" I remember there was some music, and some novels. As to any further particulars, my memory does not serve me.

Question 17: Did you advise Mr. Brown to purchase the stock of books under Marshall's invoice; if so, why did you advise him to do so? Answer: I do not recollect that I advised Mr. Brown to make the purchase at all. I think I remarked to Mr. Brown, after he had made the purchase, that he had made a very excellent purchase, according to my judgment. It was ever my impression that Mr. Brown made the purchase upon the judgment of Mr. A. T. Skillman, from the fact of their intimacy and frequent interviews at the time.

Question 18: What has been the custom in the bookstore you have been engaged in relative to taking account stock; do you invoice damaged books and out of date editions at original cost, or do you invoice them at all? Answer: This is rather an arbitrary matter. It is customary for the purchaser to make the best bargain he can for himself. Ordinarily the publisher's invoices regulate the prices of the stock. Should old or damaged stock have accumulated, the parties (that is, the seller and buyer) usually affix a value to them.

Question 19: Do you believe that the worst portion of Marshall's or Brown's stock, when you left him, would have sold for more than cost at trade sale? Answer: I do not believe the *worst* portions of Brown's or Marshall's stock, when I left Mr. Brown's store, would have brought twenty-five per cent. of original cost, had it been sold at trade sale. I would not, however, consider the trade sale price as a fair valuation of such stock; there is more or less depreciated stock always in a bookstore.

Question 20: What portion of your stock of books would have brought cost at trade sale when you sold out, and what would the worst have brought? Answer: It is impossible to form any idea of the prices stock will bring at trade sale—one season it may bring fair prices, at another season it may be sold for much less than its market value.

Question 21: Did D. S. Goodloe, in the summer of 1850, get you to look through his stock of books, and advise with you as to the best means of exchanging them off in Cincinnati, and did you not find many old acquaintances of yours that had been in the store for years? Answer: Whilst I was in Lexington, in 1850, I was frequently in the store of D. S. Goodloe, and occasionally looked through his stock. I think I did advise him, if he could do so, to exchange some of his medical stock for such other stock as he could get in Cincinnati or elsewhere. I recognized there a good deal of the stock that I had formerly handled at Brown's store.

Question 22: Did you, or not, believe that Dwight Brown had an interest in the bookstore? Answer: I believed, as I have before stated, that Dwight Brown's connection with the store was purely nominal—his father, John H. Brown, I believed to be the real proprietor.

Question 23: What are Farmer's Almanacs worth on the first day of *March* for the year they are printed for? Answer: Farmer's Almanacs are worth a little more than so much waste paper on the first of *March* for the year for which they are published. The sales of almanacs are generally made in the fall and the winter months preceding the year for which they are published, and after that the sales are extremely small.

Question 24: Did, or not, you and Marshall value all the books put in the store from J. H. Brown's private library, and all the books that Brown had exchanged other books for, including the congressional debates? Answer: My impression is, that Mr. Marshall and myself valued only a

portion of those books that Brown put into the store, the congressional debates being of that portion.

Question 25: Did, or not, Marshall buy any India ink, save that he bought of Skillman; how much did you sell while clerking for Marshall, and what was the retail price per stick? Answer: I had no knowledge of the amount of India ink Marshall purchased of Skillman, or the price paid for it; nor do I now remember what we sold such as we had for, whilst I was with Mr. Brown; nor have I any recollection as to the quantity we had on hand either while I was with Marshall or Brown.

Question 26: Have you not been applied to, within the last few weeks, for a certificate in behalf of the Rev. J. H. Brown; if so, please state the reasons assigned for that request? Answer: I have not been applied to by any one for any writing of any kind in behalf of John H. Brown. A few weeks since I had an interview with an acquaintance from Lexington, who spoke of Mr. Brown's trial, and wished to know whether I was willing to testify in the case.

Question 27: Was it not stated to you that a coalition had been formed to crush or ruin Mr. Brown? Answer: It was not stated to me, "that a coalition had been formed to crush or ruin Mr. Brown;" but it was stated that there were those who were prejudiced against Mr. Brown, and were very active against him, or words to that effect.

Mr. J. W. Scott deposed as follows:

*By Mr. Brown.*—Question 1: When merchants take an account of stock is it usual to invoice the stock at cost, or what they are considered to be worth? Answer: The usual mode of taking an account of stock is to invoice the goods at original cost, considering the carriage and other expenses from the East here, equal to the depreciation in the damage of stock.

Question 2: If a stock of goods were sold by A. to B., and an invoice was to be taken on a given day, and B. had contracted to take all the stock on hand at cost, would the custom of merchants require B. to take shelf-worn and unfashionable goods at cost? Answer: It would, according to my experience in the business.

Question 3: Did you ever purchase a stock of goods; and if so, state the contract, and whether goods of very little value passed to you under that contract? Answer: I bought a stock of goods, in 1838, of Z. Williams. My contract, from my recollection—I was to have the privilege of throwing out \$2,000 on general cost, which goods were to be taken by me at valuation by disinterested men, the balance of the stock was to be invoiced at original cost, then seven per cent. to be deducted. We afterward changed the contract, the party allowing me a certain sum in lieu of the valuation of the \$2,000 worth of goods. For instance, a lot of bonnets which cost \$4.25 each, invoiced to me at that; said bonnets were, some years afterward thrown into the street in front of my door as waste and trash. There were a great many other goods of little value, of very much the same character with the bonnets, particular items of which I do not remember.

Question 4: Did you ever sell a stock of goods; and if so, state the contract, and whether goods of little or no value passed to the purchaser under that contract? Answer: I have sold two stocks, and an interest in two others—that is, a partnership interest. The terms of our sale were original cost, with  $2\frac{1}{2}$  per cent. added. The second stock was to John A.

Scroggin, as follows:—I sold the remnants of goods which had been accumulating on my hands for near thirteen years, and the remains of about \$300,000 worth of goods bought during said thirteen years, and reduced down to between \$5,500 and \$5,600 original cost. By contract at 50 cents to the dollar of original cost, we invoiced the goods; and (for several reasons mentioned at the time) I put in some goods without charge and others at greatly below cost. For instance, I charged bonnets, which bonnets which cost me as high as \$5.00 each, at \$1.00, thereby getting only fifty cents for them; and when advised by Ebin Milton and others assisting in taking the invoice of stock to enter them at original cost, inasmuch as I was to get only half that sum, I think I gave as my reason for not charging full cost, that I believed Scroggin had bought said goods as a personal favor to me, knowing from my other engagements I had not time to attend to them; again, I had told him I thought the goods would not exceed in amount \$2,000 or \$3,000, and therefore I did not wish to swell the amount of said goods. Invoicing any article at less than original cost was wholly gratuitous on my part, and so acknowledged by those acquainted with the transaction—even Mr. Scroggin himself. There was another reason for this: Mr. Scroggin and I had been partners in the dry goods business in Nicholasville, from which a strong and mutual attachment resulted.

Answer further: I sold my partnership interest in the stock of goods at Nicholasville to my partner, Mr. Scroggin, without an invoice, he giving me so much for my interest in the establishment. I sold an interest in a stock of goods in the year '43 to James H. Pickett, who had been a clerk in my store for two or three years. I do not precisely remember the price to be paid, but the goods were to be invoiced at original cost, which was done during the taking of the invoice. We discovered many goods much worse than Mr. Pickett expected to find; and although Mr. P. made no objection to complying with the contract, I am satisfied had the invoice been taken before the contract was made, he would not have made the same contract. Everything passed a cording to the terms of the contract, he making no objection to taking valueless goods.

Question 5: Was the sum allowed you for changing the contract, in the stock you purchased of Z. Williams, equal to the original cost of valueless goods in that stock? Answer: I think it was more than equal.

Question 6: After receiving this sum for the valueless goods in that stock, was there still in that stock goods invoiced to you worth less than the sum you paid for them? Answer: There certainly were.

Question 7: Had you examined that stock, and if this be the fact, why did you make the purchase? Answer: I had examined the stock until I was satisfied to take the stock at his proposition. I thought there were goods enough in the stock worth more than what they cost me, considering the advantage, namely, getting the stand and trade, to make it my interest to take the stock, good and bad. The stock of goods amounted to \$5,000 or \$6,000 more than the buyer's and seller's estimate. In the stocks which I have bought and sold, they have always amounted to more than the estimate.

Question 8: In your invoice of sale to Pickett, were goods passed to him under the contract worth less than cost? Answer: There were, of course, some portions of the goods worth less than they were invoiced.

Question 9: In the stock which you sold at cost and 2½ per cent., did

the whole stock pass, and were there in that stock many articles worth less than cost and many that were valueless? Answer: My recollection is that the whole stock passed. I have no recollection as to the particular value of the stock or portions of it. I should think, however, there were many goods worth less than cost, from this fact, namely, the buyer offered to give me a negro woman worth \$600 or \$700 to cancel the contract or take off his hands.

Question 10: In your various purchases and sales, did the buyer object to receiving at cost goods considered worthless? Answer: By a change in style or fashion or shelf-worn, when goods were materially damaged by accident or otherwise, the buyer felt at liberty to change them and they were taken at valuation.

Question 11: Under the contract for the sale of a bookstore from J. H. Brown to D. S. Goodloe, which you now hold in your hand, would out of date almanacs and stock equally worthless pass from Brown to Goodloe under that contract? Answer: From this contract I see Mr. Brown binds himself to deliver to Mr. Goodloe the stock of books, stationery, etc., remaining on hand on the first day of May, 1850, of which an invoice is then to be taken. I therefore think it Mr. Brown's duty to deliver the entire stock then remaining on hand, almanacs, etc., regardless of the value of any item. Upon the same view I think the other party was bound by the same contract to take the said stock, almanacs, etc., regardless of the value of any item.

Question 12: What has been your opportunity for knowing the custom of merchants in Lexington, Ky., in regard to taking accounts of stock and invoicing goods bought and sold? Answer: I have been engaged in the dry goods business in Lexington some eighteen years, some five or six years as clerk and salesman, the remainder of the time as proprietor; having done business for seven different firms in this city, this in addition to the above transactions which have been referred to. It was our habit to take an account of stock once a year, and I believe the same is the custom of other houses.

Mr. WILLIAM E. McCLELLAND deposed as follows:

Question 1: Were you, or not, present in the fall of 1849, when Mr. Goodloe, in company with a gentleman, called at the bookstore after dark, and some conversation occurred between Mr. Goodloe and Dwight Brown in reference to the purchase of the bookstore? Answer: I was present.

Question 2: State what occurred at that time, and whether any proposition was made either for the sale or purchase of the bookstore, and if so, by whom? Answer: Mr. Goodloe called for wafers and some other articles. Goodloe remarked that there must be a good profit made on such things. He said he had been thinking of discontinuing his present business, and thought the book business would suit him better. Stated to Dwight Brown that he would like to see his father on the subject.

Question 3: On the return of Dwight Brown and yourself to my house, did he, or not, state to me that Col. Goodloe desired to see me in reference to the purchase of the bookstore? Answer: Dwight Brown did, next morning, state to his father the conversation that passed between him and Mr. Goodloe the evening previous.

Question 4: State further, whether Mr. Goodloe suggested any changes which he would make in the establishment if he purchased it? Answer: Goodloe remarked that that room was not fit for a bookstore; that if he

purchased it he would have a larger room, and would add a great many fancy articles to the stock.

Question 5: Have you, or not, for several years been a member of the Presbyterian church? Answer: Yes.

Mr. E. OLDHAM deposed as follows:

Question 1: State what you know of the wood contract between you and myself, and hauled by you from my farm purchased of Mr. Weir? Answer: In the spring of 1850, to the best of my recollection, Mr. Brown called on me to sell me a lot of wood. I asked Mr. Brown several questions as to the quality of the wood. His reply was—making some partial remarks as to the quality—that he would rather I would come and see the wood and judge for myself. This I agreed to do; went over and examined in company with him. After a full examination, riding through the grounds, I made some objections to the wood. Those objections not being made at the time as full as I would have made them, fearing that I might wound Mr. Brown's feelings; but afterward I made them more fully, on his remarking that the wood was cut by Mr. Weir's hands. I then pointed out more freely the defects in the measurement, and gave it as my opinion that the wood would not hold out; that the cords and half-cords were not high enough, nor long enough, nor was the wood itself long enough, a great deal of it; and that there were in many instances large knotty forks and logs rolled in the bottom of the cords, that could not be considered merchantable wood, that would be of no use to us; and referred him, also, to another fact: that there was entirely too much brush in some of the cords and half-cords, and to the best of my recollection, pointed out a half-cord close by us that was entirely a few big logs in the bottom of them, and the balance was brush, such as would hardly be carried to the house. I then remarked to Mr. Brown for substance, that I could not purchase the wood, except on condition that he would submit to our sending our wagons and hauling the wood, and rely on Mr. Gilmore, our clerk, to measure it, to which he assented. We then came to an understanding as to the price of the wood. I know that it was remarked in that neighborhood that there were some men—two, I believe—who were in the habit of hauling some wood out of there without accounting for it. This rumor was generally believed. When it was known, 290 cords of wood were delivered to us under the contract.

Question 2: State whether the statement on page eight of Mr. Goodloe's pamphlet, entitled "Again to a Just Public," and which is as follows: "He (Brown) not only spoke against me, but he was the only one who did so while I was present. He also did all he could to have me found guilty," is in accordance with what you know to be the fact, or did I not publicly announce that I would not prosecute Mr. Goodloe, and declined to make a speech so doing? Answer: My recollection is decidedly, with regard to it, that he (Brown) did not, and I thought a little strange of it, that he should not do so, until I was informed by one present that Mr. Brown had told him he did not wish Col. Goodloe prosecuted, only so far as it would have its influence to exculpate himself. I do not recollect that you made a speech prosecuting him; and I further remark, that I thought strange at the time that you did not.

Mr. Oldham adds to his answer to second question, this 4th day of January, the following by way of explanation, viz: He had, and has, a perfectly distinct recollection of his surprise that Mr. Brown did not make

a speech prosecuting Col. Goodloe, and that he is unable to account for that impression, but on the ground of its truth; and that upon the distinctness of that impression he made the statement which he has recorded, and which he then did believe and still believes; and adding this explanation, adheres to his testimony.

ED. OLDHAM.

Question 3: State the order of the two trials, first the one and then the other? Answer: My recollection is, the testimony of Goodloe against Brown was read, and the parties were heard. When the testimony of Brown against Goodloe was taken up, and the parties were heard, so far as there was any pleading, which is my recollection Mr. Brown did not do then, the parties retired and the Encampment proceeded with the cases.

Question 4: Did you, at anytime during the pendency of that trial, hear me accuse my son, Dwight Brown, of not having an educated conscience? Answer: I did not, at any time, I am sure. I was present during the whole trial in the Encampment, but was not present when the committee was collecting the evidence. The evidence was collected outside of the Encampment. What strengthens my memory upon the subject was, that I thought that if there was any blame to be affixed to any one, it would be more likely to be attached to the son than the father, which opinion was gathered very early, from the testimony in the trial; and I was anxious to observe, in case it so went, whether the father would fix it on the son. I went there with rather a bad opinion of the man. I came away with the opinion that he was a magnanimous gentleman, and a just, honorable man. I said that I believed further, that he was a Christian.

Question 5: Do you, or not, believe that from the expression of the countenances of the members of the Encampment, during my argument before them, that I could have formed a correct opinion as to the result of my trial in that case? Answer: I could not answer directly in the affirmative, but think it likely; for I did myself count noses, as the saying is, and was not deceived except in one vote.

Cross-examined.—Question 6: State what was the vote? Answer: I do not recollect it exactly.

Question 7: Did, or not, Mr. Brown say in the course of his speech before the Encampment, that he had been restrained alone by his Masonic and Christian obligations from using personal violence to Col. Goodloe, or words to that effect? Answer: My impression is, that he said that there were or may have been moments in which nothing but his obligations as a Mason, or his obligations as a member of the Encampment, hindered him from laying hands on him; that he did not know that his profession as a Christian would have done it; but I am perfectly free to say, that there was not anything in Mr. Brown's whole course to Mr. Goodloe, that was not kind and courteous; and I am sorry to say that it was not reciprocated by Col. Goodloe.

Question 8: Did not Mr. Brown's speech in defense of himself necessarily inculpate Col. Goodloe to a large extent? Answer: I think it did as to his conduct in detraction and slanders. There were some of the charges, however, which had no connection with Mr. Brown, upon which Mr. Brown was silent during his defense of himself.

By Dr. Breckenridge.—Question 9: State whether your recollection enables you to say that the testimony of D. Brown before the Encampment was material in the defense of his father, and whether you can say what was the testimony of D. B. relative to his position in the bookstore?

Answer : In regard to the first part of the question, I learned that D. B.'s evidence would probably be excluded by the rules of your books of discipline in the case before the Presbytery, and my recollection was then much more distinct than it is now as to the force of his testimony in behalf of his father, and I thought and said that it was extremely hard, for I doubted whether the father could sustain himself without it. With regard to the other question I can not answer positively, but my impression is, that all the testimony taken on that subject, whether it was only D. B.'s or not, went to show to my mind clearly, that the father, and not the son, was the owner of that store.

By same.—Question 10 : State the circumstances under which the Presbytery struck out from one of the charges against Mr. Brown the specification as to the difficulty with regard to Mr. Weir about wood ? Answer : I was in the church at the time the specification was read, Mr. Breckenridge sitting by me. I remarked to him, that that charge was to my knowledge in a great measure untrue, and recapitulated a few of the facts of which I had knowledge to him. He immediately said that he would have it erased ; he did so, promptly, by rising and moving to have it struck out, and giving his reasons for so doing—that he had just been informed that the charge was untrue, and could give his author, but the gentleman requested him not to do so. Presbytery struck out the charge with general consent.

By same.—Question 11 : State your recollection of the statement of Mr. Brown in his defense in the Encampment, as to his having ceased to patronize Col. Goodloe's bookstore, and what reason he gave for it ? Answer : I can not now recollect all the reasons he offered. As one, perhaps the principal one, perhaps the only one, that Mr. Goodloe had been circulating reports freely, to his prejudice, with regard to the purchase of the stock, his course had created those feelings (describing those feelings) which he could not control, which led him to decline going to the store. I do not recollect that he used the word patronize, but have no doubt he meant to include it in stating as he did.

Mr. A. GILMORE deposed as follows :

Question : State whether you measured the wood which I sold to Oldham & Co., in the year 1850, and which the company hauled from the farm which I purchased from Mr. Weir ; and if so, how much was there, etc. ? Answer : I had a wagon-body made to hold a cord and a half, and directed the boy how high to fill it to make a cord and half. I saw almost every load as it came into the yard ; I also kept an account, taking down every evening the day and quantity hauled on each day—297 cords in all. Mr. Brown was paid for it by the company. The wagoner was a colored man belonging to the company. The habitual wagoner hauled away the wood according to direction, selecting such wood as he was directed to select, and after the greater part had been hauled, I went and looked over the ground to see if he judged correctly. Such wood as I saw left was not merchantable wood, or wood that would answer our purpose.

Mr. ISAAC H. SCOTT's examination resumed.

Question 13 : Have you examined paper Z, and do you find it, so far as it purports to be a transcript, to be a true and correct transcript of the invoice of Brown to Goodloe, and the invoice of valuation of same stock by Mr. Griswold, (admitted in the place where found by the prosecution to be Mr. Griswold's valuation of said stock) ? Answer : I have examined



paper Z, and compared it with Brown's invoice to Goodloe, and Mr. Griswold's valuation of the stock above mentioned, and find it to be a true and correct transcript upon those books, so far as it purports to be.

Cross-examined.—Question 14: Were you not acting under the order of the Fayette circuit court, in the sale of that stock of goods which you sold for cost and 2½ per cent. added, and which the buyer offered you a negro man to rescind? Answer: I had been appointed as receiver of said stock of goods by the Fayette circuit court, and instructed by them to sell them, either at retail or at wholesale, for the best price that I could.

Question 15: In the sales of the various stocks of goods in which you have had an agency, were they not sold for about their intrinsic value, and also to persons competent to judge of their value? Answer: I so considered.

Question 16: After examining Marshall's invoice to Brown, do you find that a portion of the stock was invoiced less than the original cost? Answer: Having examined such entries in Marshall's invoice as were pointed out to me by Mr. Goodloe, I find nothing in said invoice by which I can say whether the books or articles were charged at either more or less than original cost. In all invoices which I have aided in taking, we have, when there was a number of articles too tedious to mention, put them down as a lot for so much, sometimes guessing at the cost and sometimes fixing the cost at what we thought them worth; but in this case there is nothing by which I can ascertain whether charged at cost, valuation or guess.

Question 17: When merchants take account of stock to see what they have made, is it usual to invoice every article at original cost, or do they generally invoice them at what they consider them worth? Answer: Having sold goods in this place on my own account thirteen years, and about five years in other houses as clerk and salesman, in every case when invoicing goods we entered them at original cost, unless damaged or rendered of much less value by change in fashion, or having lost the mark, when they were either entered at valuation or by guess; we always considered the carriage on them from the eastern cities would be sufficient to cover the depreciation in value by change of style in fancy goods.

Cross-examined by Mr. Brown.—Question 18: Did you, or not, give it as your opinion, and was it not the common impression, that Mr. Goodloe would fail in business? Answer: In a conversation with Mr. Brown, while Col. Goodloe was in the dry goods business, I gave it as my opinion, that he (Goodloe) would fail if he continued to do business as I thought he was doing. I have also heard the same opinion advanced by others, but can not say as to whether the impression was common or not.

Question 19: Did you, or not, advise me to modify the contract between Col. Goodloe and myself, so as to bind him to give me good security? Answer: I think it probable I did, but am not positive.

Question 20: Did, or not, gentlemen from Richmond, Kentucky, well acquainted with Col. Goodloe, state to you what Mr. Goodloe was worth when he removed to Lexington, and what was the amount? Answer: In a conversation with a gentleman from Richmond about Col. Goodloe, he said, that he (Goodloe) was considered to be worth about \$6,000 when he left Richmond.

Question 21: Are you not a deacon of the church of which Mr. Brown is the pastor, and also on terms of intimate friendship with Mr. Brown?

Answer: I am a deacon of the church, and probably have been for about two years, and am on very friendly terms with Mr. Brown; not on terms of intimacy, as I would understand by the term.

Question 22: Do you not know, that Mr. Brown set up his son, Mr. Dwight Brown, in business as a bookseller, in the city of Lexington, and that his son conducted a large business for several years as sole and absolute owner thereof, without any claim of ownership on the part of Mr. J. H. Brown? Answer: I know that Mr. Brown bought a bookstore of Mr. Marshall, that the business of said store was conducted in the name of Dwight Brown, his son; whether the business was a large business, or not, I can not say. I had a conversation with Mr. Brown about his going into that business, in which I think he stated to me his object in buying the bookstore was to make a business man of his son, Dwight, and I have always understood him (Mr. J. H. Brown) to claim the bookstore.

Question 23: Do you know, that since the rupture between Mr. Brown and Mr. Goodloe, the patronage of Mr. Brown, his congregation and his friends, has, for the most part, been withdrawn from Mr. Goodloe? Answer: I know nothing of Mr. Brown's patronage. I have known some of his church members to withdraw their patronage from Mr. Goodloe's store, and have heard others say that they had done so, and have no doubt that they generally did so; the reason of which I understand to be improper treatment of Mr. Goodloe to Mr. Brown.

By Rev. F. G. Strahan.—Question 24: What was the amount of goods purchased of Z. Williams? Answer: Between \$17,000 and \$18,000.

By same.—Question 25: Would you consider, that out of date almanacs, and stock equally worthless, ought to be included in a good stock of books; and in purchasing a stock under a contract for a good stock, would you be willing to take such stock? Answer: In making a contract, it would depend on the whole stock whether it would be his interest to take such stock as old almanacs above their value; but having made a contract, I conceive that it would certainly be his duty to take such stock. I consider that there are inducements, such as the custom of the house, the stand, etc., which cause the buyer to agree to take such articles at a price above their value, and had I bought them I would of course take them as contracted for.

By Dr. Breckenridge.—Question 26: Are you aware that the arbitrators between Mr. Brown and Mr. Goodloe decided, that out of date almanacs did not pass under that contract from Mr. Brown to Mr. Goodloe? Answer: I am, and have frequently expressed my surprise at the said decision and construction which they placed upon the phraseology of the contract which gave rise to that decision—which contract I had never seen until it was presented to me here. I have no lack of confidence in their integrity and judgment in expressing my surprise at their decision.

By same.—Question 27: State whether you understand that under that contract, out of date almanacs should pass at their value at the time of passing, or at their original cost? Answer: I think under that contract they ought to pass at original cost and seven per cent. on the same.

By same.—Question 28: Would, or not, Mr. Brown, under that contract, have been bound to furnish Mr. Goodloe with the original invoices of those out of date almanacs before Mr. Goodloe would be at all bound to take them, even under your construction of the contract? Answer: I think Mr. Goodloe would have the right to require said original invoices to

be exhibited at the time of invoicing the books to him, or decline taking the almanacs.

By same.—Question 29: If, as you suppose, that out of date almanacs passed under that contract from Mr. Brown to Colonel Goodloe, did not the contract oblige Mr. Brown to reduce them as much as practicable by the first of May? Answer: From a note at the bottom of the contract, Mr. Brown agreed to reduce the stock as much as practicable by the time it is to be transferred to said Goodloe. I understand this to be a promise on the part of Mr. Brown to sell as much of the stock of books, etc., as he can by the time at which he is to deliver them to Mr. Goodloe, but no promise to sell any particular portion of the stock; I, therefore, do not consider him bound to have sold the almanacs.

By same.—Question 30: Do you consider that note which you call a promise, a part of the contract? Answer: I consider it a part of the contract binding Mr. Brown.

By same.—Question 31: Do you mean to say that under that part of the contract the out of date almanacs were so excepted, that Mr. Brown was under no obligation to try to sell any part of them? Answer: I did not say so.

By same.—Question 32: Do you mean then to say, that he was under as much obligation to try and sell them as he was to try and sell anything else? Answer: I mean to say, I consider Mr. Brown under an obligation to reduce the stock as much as practicable, having the right to reduce it by selling any portion of it.

By same.—Question 33: Then you think that under that contract, Mr. Brown had a right to forbear to make any effort to sell the out of date almanacs? Answer: I think he had.

By same.—Question 34: If you were to make a contract to sell a stock of goods on the 10th of November, to be delivered at cost and seven per cent. on the first of May following, with a stipulation to reduce the stock in the meantime as much as practicable, would you consider it honest to make large additions to the stock after the day of sale? Answer: I would not.

By same.—Question 35: If you were to contract to sell a particular stock of goods at cost and seven per cent., so exhibited by invoice when you came to take the inventory, would you consider it right to require the buyer to take goods which formed no part of the stock on the day of sale; or goods which you had never purchased by invoice, and goods for which you had never had any invoice? Answer: I should not think it right to offer goods that were not a part of the stock at the time of sale. I would think it not improper, if goods were a part of the stock at the time it was sold, to offer them, giving the buyer the privilege of rejecting them, because I had no invoice [according to contract.]

By same.—Question 36: If under such circumstances, goods for which you had no invoice were taken by the buyer and put down at your cost mark on them, would you consider it right to refuse to correct those cost marked values if it should afterward be discovered that you had marked them above the cost? Answer: I would not.

By same.—Question 37: Do you think it right in a trader knowingly to charge more for anything he sells than it fairly is worth in the market, even if some one, through ignorance, inexperience, mistake, or necessity, might be willing to give more for it? Answer: I do not think it right.

By same.—Question 38: Would you think it right to hold a man strictly to the terms of a contract which had been innocently and fairly made, if you had even unintentionally deceived and misled the buyer into making a very bad and injurious bargain? Answer: I would not.

By same.—Question 39: Do you think it right for a trader to conceal from the buyer material facts and circumstances, which, if the buyer knew, might prevent the sale? Answer: I think in all cases seller and buyer ought to deal fairly and candidly with each other.

By same.—Question 40: In a running account where the seller, by mistakes or otherwise, charges goods to a customer which the customer never ordered and never got, would it be right to require the customer to pay half the price of such goods? Answer: It would not be right.

Question 41: Were you present in the Second Presbyterian church at the session of the West Lexington Presbytery on the 26th of October, 1852, the day on which Rev. J. H. Brown returned to the Presbytery; and if so, will you state your recollection of what Mr. Brown publicly stated as to the readiness of the great majority of that church to have gone with him out of the Presbyterian church? Answer: I was present, and understood Mr. Brown to say in substance, as follows: That he considered the Presbyterian church indebted to him for keeping the congregation together, for he was induced to believe, from a conversation had with several of the most influential and wealthy members of the congregation, that he could have carried forty-nine or fifty of said church with him to an independent church, or New School, but that he refused, stating to them that he wished the congregation to remain together, considering him out of the question; by this I mean, not considering Mr. Brown their pastor, and I know Mr. Brown used his influence to keep certain persons from going off.

By Mr. Brown.—Question 42: Does not Mr. Goodloe say in his testimony, on top of page 36, "When we commenced taking the invoice I was assured that the original cost was marked in each book, and therefore, by agreement, we proceeded to make the invoice from the books?" Answer: Yes.

By same.—Question 43: In view of the above agreement between Mr. Brown and Mr. Goodloe at the time of taking the invoice, was Mr. Brown under obligation from the contract, or from anything else, to furnish Mr. Goodloe with the original invoice of out of date almanacs, or any other stock, unless called for by Mr. Goodloe at the time of taking the invoice? Answer: I would think that at the time of taking the invoice Col. Goodloe had a right to demand the original invoice, and unless demanded, I would consider it, on his part, as waiving said right. In all the invoicing of which I have experience, it has rarely been the case that the original invoice was referred to, except where the cost mark (on the goods) had been lost. It is customary for the invoicing of goods to be made from the cost mark on the goods, both in taking an account of stock, when invoicing goods to know the state of a man's business, and in making out an invoice of goods sold.

By same.—Question 44: Does the note appended to the contract, obliging Mr. Brown to reduce the stock as much as practicable by the time of transfer to Mr. Goodloe, oblige Mr. Brown to sell any portion of the stock for less than Mr. Goodloe had agreed to pay for it, or for less than it was Mr. Brown's interest to sell at? Answer: I should think not.

By same.—Question 45: Does the contract obligate Mr. Brown to make

any effort to sell any of that stock except as called for in the regular course of the sales of the house? Answer: I would take this as a promise on the part of Mr. Brown to exert himself to reduce the stock; not, however, binding him to sell anything below what he was to get for it by the contract.

By same.—Question 46: If you were to make a contract to sell a stock of books on the 10th of November, 1849, to be delivered at cost and seven per cent. on the first of May, 1850, with a stipulation to reduce the stock in the meantime as much as practicable, would you consider it a departure from honest and fair dealing to introduce books into the stock, after the day of sale, if those books were intended to fill orders and were sold antecedent to the orders being made for the books? Answer: I would not think it a departure from honest and fair dealing, yet I would consider the purchaser of the stock as having a right to reject any goods added to the stock after the day of sale, provided any of them were yet left on hand, and I would see no impropriety in thus buying goods.

By same.—Question 47: If there was an express agreement between the vendor and the vendee, or an expression of desire on the part of the vendee that the vendor should, as far as possible, keep up the stock so as retain the custom of the house, would it be improper for the vendor to invoice such stock as had been introduced into the store for that purpose? Answer: Under those circumstances I should think not.

By same.—Question 48: If you had owned twenty shares of insurance stock in the Lexington Fire and Marine Insurance Company, and had offered it at par and was unwilling to take less, and the person to whom you offered it had the same opportunity to ascertain its value that you had, and had the buyer taken time to consult with persons well acquainted with the stock for the purpose of ascertaining its value, would you think it wrong to take from the buyer par value for said stock though it was a few dollars under par value in market? Answer: I should not think it wrong, and under such circumstances, would be very sorry not to sell mine also.

By same.—Question 49: In a running account, if a customer should find in his account, a lot of goods, which he believed, as he affirmed, he never purchased, but which were charged to him on the books and could have been proved to have been gotten by the clerk in whose handwriting the charge was made, would it be morally wrong for the buyer and seller to agree that inasmuch as his memory differed from the books, to divide the amount, the buyer proposing to pay half the sum? Answer: I should think not. I have always considered my books better authority than the memory of any man.

Mr. A. HARWOOD deposed as follows:

Question 1: What was your contract in your late sale of boots and shoes to Skillman & Lancaster? Answer: The contract was, that he should take my stock of boots and shoes at prime cost, with five per cent. added for carriage.

Question 2: What amount had you on hand when you sold out to them? Answer: The whole amount in my store was \$14,000 worth, at prime cost. My whole sale to them including the five per cent., fixtures and a few shoes I had in another store, amounted to upward of \$16,000.

Question 3: How long had you been in the business in this place when you sold out? Answer: I believe a little over nine years.

Question 4: In carrying on the business that length of time, had there not accumulated in your stock a considerable amount that had been on

hand a good while, and become a good deal damaged by age, being soiled and being out of style, so as to be actually worth much less than original cost? Answer: In the shoe business as well as in almost every other branch of mercantile business, where it is carried on any considerable length of time, there always occurs an accumulation of more or less stock, depreciated in value by age and being soiled, etc. A portion of my stock, amounting to some hundreds of dollars, was of that kind; some of it but very little value, not more than one-third of its original cost.

Question 5: What consideration do you suppose led Messrs. Skillman & Lancaster to pay you cost for articles which they knew were not worth more than one-half or one-third their cost? Answer: I suppose it was to get the good will of the house. I had in nine years obtained a large retail trade; they wished to obtain that trade from me, and in consideration for this trade or run of custom my house had, which I call the good will of the house, they were willing to pay cost for all the articles I had on hand worth less than cost.

Question 6: Did you, a few years since, buy out Mr. Conant, who was in business in this city? Answer: I did.

Question 7: On what terms? Answer: Either at prime cost for the articles, or at prime cost with a certain per cent. added for carriage; my impression is the latter.

Question 8: In that stock did you find any old, damaged shoes? Answer: I did; I think a larger proportion than in my stock sold to Skillman & Lancaster. Among the rest there was a lot of white satin slippers, entirely out of style and very much soiled, being worth but a mere trifle, if anything. I paid cost for them as for all the balance; it was one of the best trades I ever made, notwithstanding those damaged, which was more than repaid by the good will of the house. It was a much better trade, as it proved, than I had thought it was at the time.

Cross-examined.—By Dr. Bullock.—Question 9: Was that stock represented to you as a good stock, and that even that portion which was the least valuable would bring cost? Answer: It was represented as a good stock for an old one, but not that the poorest shoes would not bring anything. I examined the stock and judged of it for myself, not depending upon the judgment of the person from whom I bought so much as on my own judgment.

Question 10: Suppose the person from whom you purchased had promised you his personal influence in addition to the good will of the house, and that afterward a rupture had taken place between you, so that he exerted his personal influence against you, you having paid more than the stock was intrinsically worth for that good will and influence, do you not think that he would be bound to refund to you the overplus of the intrinsic value of the stock? Answer: The good will of the house is the main thing; that is, going out of the trade and giving it up. If a man has promised his personal influence, he should give it, unless he has good reasons for withholding it. There may be reasons, as for instance, dishonesty, personal hostility, which I should consider good reasons for withholding his influence, it being morally impossible for a conscientious man to give his influence in favor of any one not worthy of the esteem of the community.

Question 11: Then is he not bound to refund to that personal enemy and dishonest man, a sum sufficient to compensate him for having paid to an honest and upright man, more for articles than they were intrinsically

worth? Answer: If the honest and upright man had good reasons for withdrawing his influence, I think he ought not to refund; besides, it would be difficult, if not impossible, to set any definite value upon a man's influence.

Question 12: Could not the intrinsic value of a stock of goods be ascertained by competent and impartial men, so as to determine how much was paid above that value? Answer: I suppose a stock of goods could be estimated by competent men, very nearly correctly as to its intrinsic value.

Question 13: Is not a man bound as much to comply with his contracts with personal enemies and dishonest men as with others? Answer: Ordinarily, and always unless he has a good and sufficient reason for not doing it.

Question 14: Would you have felt yourself at liberty in selling out your stock of goods to Messrs. Skillman & Lancaster, under your contract with them, to charge them original cost for articles which you knew were perfectly valueless? Answer: When the bargain between myself and Skillman & Lancaster was made, they having previously examined the general stock, and we had come to take an inventory of the amount on hand, it was no longer a question how much the articles were worth, or whether they were worth anything, but how much they cost, and irrespective of their value, as a Christian I felt at liberty to charge their cost, and having acted on that principle, I still think they obtained the good will of the store at a cost much less than its real value.

Question 15: Had they stipulated by contract to give more than the intrinsic value for your stock of goods, would you have felt yourself at liberty as a Christian man, to charge them more than cost for articles which are of little or no value? Answer: The stipulation having been made, I should feel at liberty to act precisely in accordance with the spirit and letter of that stipulation and bargain.

Question 16: Are you not a member of Mr. Brown's church, and have you not sat for a number of years under his ministry? Answer: During the time he has been here.

Question 17: Did you not, after it was ascertained that there was in the stock of goods passed from you to Messrs Skillman & Lancaster, a portion of them damaged by fire, remove them from the store? Answer: I ascertained that these six pairs of shoes were damaged by fire, and I told Mr. Skillman that although by the letter of the contract I thought I was not bound to take them back, yet by the spirit of the contract perhaps I was. It being supposed both by him and myself, at the time I sold out, that there was no part of the stock damaged by fire, that I was very willing to take them back, and did so.

Question 18: Did anything pass from you to Messrs. Skillman & Lancaster as valueless as out of date almanacs? Answer: Not knowing the value of out of date almanacs, I can not say.

Question 19: From the best information you have on the subject, have not Mr. Brown and his congregation for the most part withdrawn their patronage from Col. Goodloe as a book merchant? Answer: I suppose a portion of the church have withdrawn their patronage, but I do not know to what extent.

By Mr. Brown.—Question 20: Under the contract which you hold in your hand, and which has been filed as evidence in this case, would mer-

mercantile usage require Mr. Goodloe to receive out of date almanacs, and other stock of as little value, and pay for them original cost and seven per cent.? Answer: I do not know what mercantile usage requires in the book business, but from my own experience in buying and selling stocks, I should suppose that this contract would require Mr. Goodloe to pay cost for the almanacs, unless there is some positive and established custom among booksellers, not to consider old almanacs a part of their stock.

By same.—Question 21: If a vendor promise his influence to a vendee, is it not implied, if not expressed, that the vendee will be a gentleman, and treat the vendor as such? would not the conduct of the vendee release the vendor from his obligations to give him his personal influence, the conduct of the vendee having been the cause of the withdrawal of that influence? Answer: In all transactions between men, I suppose that it is always implied and expected that both parties will act the part of gentlemen. I believe, according to the principles of human nature, if any man values the influence of another, and desires that influence to be given in his favor, he will treat him with respect, and especially to treat him with disrespect, would imply that he did not value his influence, or that he did not expect it or claim it in his favor, and I should think the treatment of the vendee might be such as to release the vendor from his previous obligations.

By same.—Question 22: If objections are made to the characters and quality of a stock of books or goods, etc., when ought such objections to be made; at the time of taking the invoice, or afterward? Answer: If they are known, they ought to be made at the time the invoice is taking rather than afterward; but if there are circumstances in reference to the stock or any part of it, not known at the time of taking the inventory, but afterward appearing, such as to justify objections, I should think they might properly be made afterward.

Question 23: In the sale of a stock, ought not the vendee to be satisfied as to the quality and salability of that stock as a stock, and if he has objections to it, to make them before the contract, or at the time of taking the invoice? Answer: Yes; I think he ought to be careful to satisfy himself as to the quality and salability of that stock before the making of the contract.

Mr. G. B. HALL deposed as follows:

Question 1: How long have you been in the mercantile business in Lexington, Kentucky? Answer: On my own account about twenty years, and about two years as clerk in another house.

Question 2: When merchants take an account of stock, to ascertain the state of their business, do they invoice the stock at original cost, or at valuation? Answer: At original cost.

Question 3: How many purchases and sales have you made of stocks of goods in this city, and of whom? Answer: I have been engaged in three purchases, the first one, of the firm of Morrison, Hawkins & Hunter, the second one was made of Hunter & Harper, (partners,) the third of William Rhodes & Maclin. I have made but one sale in that length of time, to Abm. Hall, (my brother.)

Question 4: In all your purchases and sales, was your contract substantially the same, and if so, state what it was? Answer: It was, except in respect to carriage; in every case I paid cost and also carriage; in one instance, however, the amount of carriage being very little.

Question 5: What did the stock you purchased of Hawkins, Morrison &



Hunter amount to? What that purchased of Hunter & Harper? What that of Rhodes & Maclin? What the amount of your sale to your brother? Answer: the first was between \$18,000 and \$19,000; the second was near \$37,000; the third, about \$15,000. The amount of the sale was between \$21,000 and \$22,000.

Question 6: In all the purchases, did, or not, goods of little or no value pass to you under those contracts? and if so, will you specify some articles which you recollect? Answer: The goods were all invoiced at cost, good, bad and indifferent. For instance, a lot of ribbons and undersleeves, many articles of silks, a lot of bonnets, and boots and shoes which were entered at cost, I considered worthless and of little value, and would have taken twenty cents on the dollar for them on the next day or even less.

Question 7: In the sale of which you made to your brother, was the whole stock, good, bad and indifferent, invoiced to your brother according to contract? Answer: It was invoiced at cost, with some exceptions; for instance, many old styles of goods which I did not invoice at cost, although he remarked at the time of invoicing, that it was my privilege to do so. I remarked in reply, that although it was my right, as he was my brother, I would not do so.

Question 8: Is it the usage of merchants in invoicing a stock of goods sold or purchased, to make the invoice from the mark on the goods or from original invoices? Answer: I can not say what other houses do, but it has been my custom in purchasing and selling, to take it from the marks on the goods. If no mark can be found on the goods, we referred to the original invoice. If no invoice could be found, we would then determine, at the time of taking the invoice, by agreement, as nearly as possible, what its cost was, and so put it down.

Question 9: From the contract between Brown and Goodloe, you hold in your hand, and which has been filed as evidence in this case, would mercantile usage oblige Mr. Goodloe to take the entire stock, (good, bad and indifferent,) at cost and seven per cent., without any regard to its value? Answer: It certainly would.

Cross-examined—By F. G. Strahan.—Question 10: Did you ever know a man do business exclusively in his own name, to the amount of \$15,000 or \$20,000 per annum, without having any pecuniary interest in said business? Answer: If it was done in his own name, I would suppose he had some interest in it, of course.

By same.—Question 11: Were you to sell out your stock of goods under the contract to reduce the stock as much as practicable by a certain day, when all remaining on hand was to be invoiced to a purchaser at original cost and seven per cent., would you feel at liberty, during the interval between the time of sale and time of delivery of said stock, to purchase large amounts of goods? Answer: I should not feel at liberty to add to the stock, unless there was an understanding between the parties at the time that such stock, for instance, if in case it had been ordered, should be introduced.

By same.—Question 12: In taking the invoice of goods, are there generally many mistakes made, except in the extensions and additions? Answer: There are mistakes in the omission of goods to be invoiced. I suppose there are more in additions and extensions than any other kind.

By same.—Question 13: Under the contract between Mr. Brown and

Mr. Goodloe, which lies before you, would you consider that almanacs for several past years ought to be passed as stock at original cost and seven per cent.? Answer: I most assuredly would.

By same.—Question 14: Do you, in taking an account of stock, invoice every article at original cost; or do you not put many articles at what you consider them to be worth at the time? Answer: When we are invoicing our goods to ascertain the amount of stock we have on hand, we are not so particular as we would be if we were invoicing them to sell to a purchaser; we generally invoice our goods at cost, however, and for important reasons known to the trade.

By Mr. Brown.—Question 15: If a father should purchase a store for the benefit of his son, (that is, to hold out the strongest inducements to his son to form business habits,) and allow the son, though a minor, to do business in his own name, holding himself responsible for the contracts of his son, would it necessarily follow that the son, while under age, had a pecuniary interest in said store? Answer: I should think not.

Mr. A. VANMETER deposed as follows:

Question 1: Do you, or not, know that the female school taught by me in Lexington passed from under my control into the hands of trustees antecedent to the time in which Mrs. Gay (since Mrs. Reily) was appointed a teacher in that school? Answer: Yes.

Question 2: Did I, or not, preach in the Second Presbyterian church, Lexington, Kentucky, between June 1, 1849, and January 1, 1850? Answer: Mr. Brown was in bad health that summer, and I do not recollect that he did preach during that time.

Question 3: Did you ever hear it suggested by any member of the session, in my presence, that the defense of the Manual, before the Synod at Danville, in the fall of 1849, would be expected at my hands? Answer: I do not recollect to have heard it suggested either in Mr. Brown's presence, or when he was not present.

Question 4: Were you, or not, present at the informal meeting of the session, when Mr. Weir and myself presented our grievances, and the difficulties existing between us were adjusted? Answer: I was present.

Question 5: Did I, or not, at that meeting, complain that Mr. Weir had put forty acres in corn which he had agreed, when I purchased the farm, to put in hemp? Answer: You did.

Question 6: Did I, or not, at that meeting also complain that Mr. Weir had failed to move his overseer and family out of the house which I occupied, and which he had promised he would do before he left for Texas, thus leaving for months in the occupancy of part of my dwelling a man who was exceedingly offensive and troublesome? Answer: That was one of your complaints before the session. I considered the matter of the complaint a very great grievance, being frequently at the house and witnessed the annoyance which it caused Mr. Brown's family. The man himself was a worthless creature, and he had a father who was drunk several times while I was there. There was a boy also boarding in the family of the overseer, who was very profane, and whom I have seen apparently delighted at exhibiting it as he passed about the house. I told Mr. Brown I could not put up with the man's being there, and if I were in his situation I would put him out. Mr. Weir admitted to the session that Mr. Brown was entitled to the house; that he ought to have given Mr. Brown possession of the house; that, however, he had no place to put the over-

seer, and that he would have removed him if he had not been starting to the South, and was not able to attend to it.

Question 7: Was Mr. Weir's reply to this grievance instantly satisfactory to all the session? Answer: It was not satisfactory to me.

Question 8: Was my principal complaint, that Mr. Weir or his family had neglected to supply my family with conveniences or comforts after I removed to the farm? Answer: By no means, and did not so understand you to state it.

Question 9: Were you one of the members of the session who thought it very strange that Mr. Brown should mention such a grievance, as the session knew Mr. Weir was absent a good deal of the season? Answer: I did not consider it at all strange.

Question 10: Did I state at the meeting of the session that I could never view Mr. Weir as I had done before the difference? Answer: I think there were two informal meetings of the session respecting Mr. Weir and Mr. Brown's difficulty. At the first of these informal meetings Mr. Weir made use of some very unfortunate expressions which I know he was afterward sorry for, and that time I think Mr. Brown made use of some such remark; but at the final adjustment of the difficulty, in the subsequent informal meeting of session, they were amicably settled. If there were two meetings, as I have stated, (but of which I am not now certain,) it was made at the first of those meetings; but if there was but one, as is possible, then this occurrence which I have related took place in the early part of that meeting.

Question 11: Did, or not, Mr. Weir, at that same meeting of the session, after I had made explanations about wood, etc., acknowledge that he was wrong; that he ought not to have entertained bad feelings toward me, and regret that he had done so? Answer: He did. There are circumstances which make me know the fact. I had a great deal of feeling in the matter, as was known to my family; and on my return home it was inquired of me how the matter was settled? I replied, amicably; and that Mr. Weir came out like a gentleman and a Christian—I mean acknowledged that he was wrong. Knowing that I would be required to give testimony before this commission, a short time since, I inquired of Mrs. Vanmeter, if I had spoken of Mr. Weir's conduct, on my return from that meeting? She replied, that I had; and that upon inquiry being made I had used those words, (she repeated those words,) and that Mr. Weir had acknowledged that he was wrong.

Question 12: Did I ever state to the session of the church, in your presence, that the larger number of the almanacs sold to Mr. Goodloe were for the year 1850? Answer: I have no recollection of it.

Question 13: Are you an elder of the Second Presbyterian church, and have you generally attended both the formal and informal meetings of the session? Answer: I am an elder, and have aimed to attend all the meetings.

Question 14: Did you, or not, in company with Mr. Weir and myself, examine the cords of wood which he had cut and corded for me on the farm I bought of him; and if so, state your recollection in regard to them? Answer: I was present with Mr. Weir and Mr. Brown when we examined the wood which was cut. My impression is, that I was asked to measure the wood, and I saw that the wood was not merchantable wood; that it was very badly cut, and large wood that I knew would not be mer-

chantable at that time. If the contract was not closed with Mr. Oldham for the wood, the agreement was, that they should let Mr. Gilmore, (Mr. Oldham's clerk,) take an account of it as the wagon employed by Mr. Oldham should haul it, and, when through, render the amount; Mr. Brown was to pay Mr. Weir for the cutting of the number of cords of wood that he received pay for from Mr. Oldham as having hauled.

Question 15: Did you see the plat of Weir's farm, drawn by him showing the different fields, and how they were to be cultivated; and did he not agree to cultivate it according to that plat if I bought the farm? Answer: On my way from Lexington, one evening about the time that the trade between Mr. Brown and Mr. Weir was consummated, I met Mr. Brown and Mr. Weir in a buggy coming from the farm. I stopped with them just this side of Mr. Dolan's, and asked them if they had come to a trade? One or the other of them replied pretty nearly as we were then within full view of this end of the farm. I was then shown the plat of the farm, as drawn off by Mr. Weir, in which it was stated the manner in which each field was cultivated. There was a clover-field marked hemp, which was afterward cultivated in corn by Mr. Weir.

Cross examined.—Question 16: Were you not surprised when you first heard it stated that Mr. Brown was not the author of the Church Manual? Answer: I was not; I never thought him to be the author.

Question 17: Did you ever hear Mr. Brown state that he was not the author of that Church Manual until you first heard it from others that he was not the author? Answer: I was not a member of the session at that time; but I got the impression either from Mr. Brown or from some of the members, at that time, that he had taken it either from Mr. Sawtell's or from Mr. Humphrey's Church Manual. My impression is, that I got it from Mr. Brown himself, at the time it came out.

Question 18: Is there any circumstance that enables you to remember with any degree of positiveness that you learned this immediately after its publication? Answer: I was shown the plan, and conversed with in regard to it, when the thing was in its skeleton before it was published. It is my strong impression that Mr. Brown read it to me from a manuscript, part of which was filled out with leaves taken from Mr. Sawtell's Manual.

Question 19: Was not a letter of Mrs. Price's to Mr. Brown read in your presence, with a view to show that Mrs. Price was satisfied with Mr. Brown's conduct toward her, and had apologized to Mr. Brown for her feelings and expressions to him? Answer: I was at Mr. Brown's one afternoon; and after being there some time Mr. M. T. Scott and some lady from town drove up in a buggy. I remained there during the time they remained; and about the time they were ready to leave, Mr. Scott remarked that he would like to see that letter of Mrs. Price, of which there had been a good deal of talk; and Mr. Brown got the letter and brought it into the porch where we were sitting. Mr. Scott took it and was about to read it to himself; when I remarked that I should like to hear it, that he was in a hurry to go as well as myself, and I requested that he should read it aloud; he did so, and by that time the ladies came out, and we all left.

Question 20: Have you not heard Mr. Brown express himself in such a way about Colonel Goodloe as would have tended to prevent you from trading with him, had you been inclined to do so? Answer: I have.

Mr. H. T. DUNCAN deposed as follows, before Encampment :

Question 1 : Will you state the date of the decease of your daughter Hannah ? Answer : My daughter died on the 27th of February, 1850, and was buried on the 1st of March.

Question 2 : Was I, or not, at your residence most of the day your daughter died, and also on the day her funeral solemnities were observed ? Answer : You spent most of your time, or much of it, at my house with my family, until the interment of my daughter after her death. Your visit in so trying a moment was to us most grateful, and will long be most affectionately remembered.

Mr. M. T. SCOTT was then sworn and deposed as follows :

Question : Do you adopt the testimony given by you before a committee of Webb Encampment, No. 1, as your testimony in part before this commission ? Answer : I do, and it is as follows :

Questions by J. H. Brown to M. T. Scott.—Question 1 : Did you, or not, advise me in regard to the form of the notes given by Mr. Goodloe to me for stock of books sold to him ? Answer : I did advise you in regard to the form of the notes to be taken from D. S. Goodloe.

Question 2 : Why did you advise the notes to be taken in the form they were ? Answer : I furnished Mr. Brown two forms of notes, one a joint and several note, to be signed by the principal and securities, payable directly to Mr. Brown ; the other form to be given by Mr. Goodloe and one or more of the securities, payable to another, that he, the payer, might transfer it by indorsement blank.

Question 3 : Did you, or not, advise me to require him to give his father as security in addition to his two brothers, and what reason did you assign for your advice ? Answer : I did advise you to get the name of William Goodloe, the father of D. S. Goodloe, as one of the securities, believing that he (Mr. Goodloe, Sr.,) was undoubtedly good security, and that with his name to the note Mr. Brown might be able to anticipate the money on the notes before their maturity, as I understood from him that it would probably be desirable, or necessary, to get the notes discounted.

Question 4 : Was there not an impression on many minds, and was it a subject of conversation, that the purchase of the bookstore was a stepping stone to Mr. Goodloe's failure ? Answer : I can not say that many persons expressed in my hearing an opinion on the subject of Mr. Goodloe's success ; but I expressed to you my opinion, and advised you to get good security, apprehending that he might not be sufficiently acquainted with the book business to manage it successfully.

Question 5 : Do you, or not, know that my object in taking the notes in the form they were was to avoid pecuniary responsibility when the notes were discounted ? Answer : You stated to me that you would have to anticipate by discount the money on the notes, and would like to do so without pecuniary responsibility, and this induced me to suggest to you to take the notes in the form you did take them.

Question 6 : Did you understand that I had given Dwight Brown the bookstore, or only purchased it with a view to make him a business man, intending, when he should attain a suitable age and qualifications, to give him an interest in it ? Answer : I did not understand that the bookstore was given to Dwight, but, as stated in my answer to Col. Goodloe's question, it was purchased to afford employment for him and to qualify him for that business, and at a proper time to establish him in the book business.

Cross-examined by Mr. Goodloe.—Question 7: Did the Rev. John H. Brown ever state to you that he purchased the bookstore for Dwight, or that the store was Dwight's? Answer: My impression is, that I understood from Mr. Brown that he was induced to purchase the bookstore to afford business for his son Dwight, and to establish him in business in the book line.

Question 8: Did the Rev. John H. Brown ever tell you that he had not given Dwight any interest in the bookstore? Answer: I do not know that Mr. Brown ever said to me that he had not given Dwight an interest in the store, but, as I have before stated, I understood the purchase of the bookstore was for the benefit of Dwight, in the manner set forth in my answer.

Question 9: Have you ever known an instance of a man's doing business amounting to near \$1,500 per year, under his own name, and he not interested one cent in said business? Answer: If I understand the question, I answer in the negative, that I don't know of such an instance.

Mr. M. T. Scott, introduced by Mr. Brown, deposed as follows

Question 1: Is the note, a copy of which is now shown you, and which copy is on file as evidence in this case, [see *Appendix*,] and which is marked "paid" on the face of it, substantially the same in form as you advised me to take of Mr. Goodloe, and subsequently discounted in the Northern Bank in Lexington, and are notes in that form often taken, and with the same object in view which you had in giving me the advice? Answer: The note, as exhibited to me now, is in substance the same with the form of one of the notes furnished by me to you, and is that form of note which I advised you to take in preference to the other form given you. The note described or copied, as shown to me now, is in substance the same which was discounted by the Northern Bank of Kentucky for Mr. Brown. Notes of this form are very common, particularly among business men, and are called business notes, in distinction from accommodation notes, or such as are made payable directly to the bank. I do not know or suppose that where a party gives his notes with security, it is usually or commonly given to one of the securities as payee, but rather that all the securities are given as joint drawers, and the payee is the person to whom the debt is owing. My reason for the advice given you, to take the note in the form you did take it, was that you might be able to anticipate the money before the maturity of the note, by getting it discounted or selling the note without indorsing it.

Question 2: At the time I conferred with you in regard to the form of these notes did you suppose, or had you any reason to believe, that it was my purpose to get a form of note that would enable me to defraud Mr. Goodloe? Answer: Certainly not. I had no reason to suppose at that time, nor for long after that period, that there was any probability of a disagreement or difficulty between Mr. Goodloe and Mr. Brown.

Question 3: In the form of a note specified above, would Col. Goodloe have been barred from setting up any plea in bar in the hands of an innocent purchaser, before being discounted in bank? would not any form of note, negotiable and payable at bank, have the same effect? Answer: My opinion has been, and was at the time I gave the form of note to Mr. Brown, that D. S. Goodloe, or the makers of the note, might, at any time before the note was discounted, have resisted its collection by pleas in bar, or as offset; but very recently, say since this commission has been taking

testimony, I have heard a different opinion expressed by M. C. Johnson. I consider that any form of note, negotiable and payable at bank, might be resisted by pleas in bar, or by offsets against the payee, before having been discounted at bank. By operation of law, as I understand it, the discount by the bank of such notes changes the character of the paper from a mere promissory note to the dignity of a bill of exchange, in certain respects, as stated in the law on bank charters.

Question 4 : State what passed between Col. Goodloe and yourself about my discouraging him from the purchase of the the bookstore, and sending him to Mr. Skillman for counsel? Answer : Col. Goodloe, some time after it was known in town that he was complaining of the contract between Mr. Brown and himself, came into my room in the Northern Bank, and commenced a conversation in relation to the difficulties between him and Mr. Brown ; during which conversation, I asked Mr. Goodloe whether Mr. Brown, before the contract between them was made, had not advised him to take counsel or advice before he entered into the book business, and if Mr. Brown did not name Mr. A. T. Skillman as a person better acquainted with the book business than any other gentleman in Lexington, having had long experience in the book trade, to which Mr. Goodloe replied that such advice was given him. Mr. Goodloe, at same time, admitted to me that Mr. Brown had not encouraged or importuned him to make the purchase.

Question 5 : Are you in possession of such facts as tend to show that Mr. Goodloe's personal animosity to me, and prejudice against me, is such, and his interest in the result of this trial such, as to affect the credibility of his testimony, as a witness in the case now pending? and if so, state the facts.

Previous to the answer to this question being given, Dr. Breckenridge presented the following paper, which was adopted by commission :—The commission is of opinion, that Mr. Brown has a right to prove personal animosity and prejudice against him, on the part of Col. Goodloe, a witness in this case ; also, to prove that Col. Goodloe is interested, either pecuniarily, or morally, in the result of this trial ; but it is also of opinion, that the interest, prejudice and animosity, are facts to be proved, and not matters to be inferred by the present witness, from other facts tending, in his opinion, to show their existence ; and the bearing of the alleged interest, prejudice, or animosity, in affecting the credibility of Col. Goodloe, is matter of judgment for the court—not of testimony by this witness.

Answer : Of my own personal knowledge, in regard to Mr. Goodloe's feelings toward Mr. Brown, I know very little, having had no intercourse with Mr. Goodloe since the difficulties between him and Mr. Brown became public, except at the conversation between him and myself, as in part related in a preceding answer of mine ; nor was there at any time previous thereto, any particular intimacy between us by which I am enabled to judge of his general character for veracity or truthfulness. Judging from Mr. Goodloe's published hand-bills and pamphlets, and from the great interest he appears to take in the prosecution now in progress against Mr. Brown, I am constrained to believe that he (Goodloe) is very hostile to Mr. Brown. That Mr. Goodloe feels a strong desire to have Mr. Brown convicted of the charges he has brought, and has given his implied, if not expressed pledge, to sustain them, I consider evident ; and that he of course feels an interest in the result of the trial. What, or whether he has any pecuniary interest at stake, I do not know.

Question 6 : Did, or not, Mr. Goodloe, in the answer to which you have referred, in a previous question, say what advice Mr. Skillman gave him ; and if so, what was it ? Answer : Mr. Goodloe told me, that Mr. Skillman had rather discouraged and dissuaded him from engaging in the book business. In the conversation had between Mr. Goodloe and myself, as referred to in my answer to Mr. Brown's question, I state that Mr. Goodloe, in answer to a question of mine to him, whether Mr. Brown had not, since the difficulties between him and Mr. Brown were made public, proposed to leave, or expressed a willingness to leave, their matters of dispute to arbitrators, to which Mr. Goodloe replied, that he (Mr. Brown) had made such suggestion, provided the arbitrators should be lawyers ; and that he (Goodloe) objected or refused to leave their matters to the arbitration of lawyers, giving as a reason for not leaving the adjustment of their disputes of differences to legal men, that he did not want them settled according to law, but in accordance with equity and justice, or words to that effect. In the first part of the conversation between Mr. Goodloe and myself, his causes of complaint against Mr. Brown, were, that he (Goodloe) had been deceived by representations made to him by Mr. Brown, that the stock of books was a good stock, when it was not a good one, and that he (Brown) had embraced in the invoice of books, etc., and charged many articles not contemplated in their contract.

Question 7 : Did I, or not, inform you, at the office of the Northern Bank of Kentucky, that the bookstore, although in the name of my son, Dwight Brown, was my property, and that for contracts of his relating to the bookstore, I was responsible ; and were not discounts made of acceptances of Dwight Brown, based on the fact of my avowed responsibility for him ? Answer : Dwight Brown being known as a minor, could not have had credit in bank, and therefore you did give me the assurance that his contracts relating to the bookstore were binding on you, being really the same as your own transactions, the whole bookstore being your property. Some small papers, or papers for small amounts, acceptances or notes of D. Brown, were discounted at the Northern Bank, which could not have been done but with the understanding on my part that you were the responsible person for their payment.

Question 8 : Did anything transpire in the interview between you and myself, at the time I sought your advice as to the form of the notes taken from Col. Goodloe, which would go to show on my part a purpose of fraud or deception toward Col. Goodloe ? Answer : This question, it seems to me, has been in substance answered to a former question, No. 12. I repeat, that nothing in any shape or way occurred at that meeting or interview, to show on your part any purpose or design to defraud or obtain any unfair advantage over Mr. Goodloe.

Question 9 : Does not Col. Goodloe say, in his pamphlet entitled "Again to a Just Public," on page 7, in reference to the meeting of the congregation of the Second Presbyterian church, at which time resolutions were passed bearing upon the difficulties between him and myself, a certified copy of which is on file as evidence in this case, as follows, viz : "After months of drumming up, a meeting was called, and from seventy to eighty persons, from a congregation of 400, assembled, many of the church members refusing to lend themselves to the thing, and several who were present having a distaste to it ;" and if so, state your knowledge of the facts ? Answer : The notice of this called meeting was given on sabbath morning,



immediately after it was announced that there would be no preaching on that day, and the day named for the meeting to be held was a very early one, certainly not to embrace one week after the notice given. It was then, I think, requested that persons present would take pains, as far as opportunity offered, to inform members not present, of the called meeting. The meeting took place at the appointed time, and the largest number of persons present that I have ever witnessed at a called congregational business meeting since my connection with that church; and the preamble and resolutions then adopted, were unanimously adopted or passed, and I have no reason to believe that a single individual present was dissatisfied with the result, or had a distaste to what was done. At the sabbath morning meeting, referred to above, not a large number was present, owing, I presume, to the fact that many of the members were apprised that there would be no preaching in the church that day, and therefore did not attend that sabbath. I was at that time, and for several years previous thereto, and now am a member of the Second Presbyterian church.

Cross-examined.—Question 10: Do you not know, that the subject of a congregational meeting, for the purpose specified above, had been a matter of conversation among some of the leading members prior to its public announcement, and was there not a great desire felt that the meeting should be a large one, and efforts made to produce that result? Answer: The subject of the propriety and expediency of holding a congregational meeting for the purpose of considering and acting in regard to the charges made by Mr. Goodloe against our pastor, had been for some time talked about and determined on by a few of us the day before the notice of the called meeting was given. I do not think this proceeding had been long considered before it was determined upon. Individually, I had long thought such a meeting should have been had. With those members with whom I conversed about the contemplated meeting, a strong desire was expressed that it should be as full as could be obtained in the short time to intervene between the announcement of the meeting and the day on which it was to be held. Some efforts were made by myself to induce members to attend, and I had requested others to interest themselves in giving general notice to members not present when the announcement was made.

Question 11: Have you any reason to believe that any one who was in that congregational meeting had ever heard or read the testimony taken in the case between Mr. Brown and Col. Goodloe, except Mr. Kinkead, Mr. Pindell, and Mr. Raimey? Answer: I do not know that any person of that congregational meeting had read any written or printed testimony taken in the case. I had not read any of it, or ever seen it myself; nor was the testimony taken before the Masons adverted to in the meeting, except in a speech from W. A. Leavey, advising the meeting to defer its action at that time, in order to afford to each and every member an opportunity to read and examine the testimony taken and acted upon by the Masonic society.

Question 12: If the resolutions passed by the congregation of the Second Presbyterian church, and referred to above in your answers, were not based upon having read or having heard read the evidence taken before the Encampment, upon what were they based? Answer: In my judgment, they were based mainly upon the representations of the proceedings had, and evidence given to the arbitrators, as made to the congregation by

Messrs. Kinkead and Pindell, members of our church session and counsel for Mr. Brown in the investigation of the matters in dispute between him and Mr. Goodloe before the arbitrators; and also based upon the decision made by the arbitrators themselves, F. K. Hunt, Henry Bell and Benjamin Gratz, gentlemen chosen by the parties and pre-eminently well qualified to judge of and decide in such matters, and at the same time persons, I believe, who could not have been influenced by favor, affection or prejudice as to either party, aided also as they were by able counsel on both sides, during a careful, inquiring and laborious investigation, occupying several days. Upon the integrity and capacity of these gentlemen I have no doubt the congregation based their confidence in the correctness of their decision, and therefore adopted, as they did unanimously, the preamble and resolutions referred to in your question.

Rev. L. A. Lowry deposed as follows:

Question 1: At what time did you commence to supply the pulpit in the Second Presbyterian church during my indisposition? Answer: In the fall of 1849.

Question 2: Did you preach in the Second Presbyterian church, Lexington, Kentucky, on the sabbath embraced by the meeting of the Synod, assembled in Danville, in October, 1849? Answer: I did.

Question 3: Did I preach in the Second Presbyterian church, Lexington, Kentucky, on that day? Answer: You did not.

Question 4: Did I preach in the Second Presbyterian church, Lexington, Kentucky, of which I was then, and still am, the pastor, at any time between the sabbath designated above and the first of January, 1850; and what reason have you for knowing this to be the fact, if it be so? Answer: About the first of January, Mr. Brown notified me that he expected to resume his charge on the following sabbath. Up to that time I filled the pulpit every sabbath two or three times; except agents were here, and I myself absent. It was about six weeks after I commenced, before the first visit of an agent to the congregation; up to that time I preached every sabbath in succession.

Question 5: You frequently saw me during the period you preached in Lexington, in 1849; what was the state of my health? Answer: At times you were extremely ill, and frequently expressed to me great doubts that you would ever be able to resume your charge. After Mr. Brown commenced preaching, it was the opinion of his friends that he would not be able to attend to the duties of his charge, and he employed me to assist him in his labors, whether for a definite or indefinite time I do not now recollect.

Cross-examined.—Question 6: Was, or not, it generally understood, that Mr. Brown was in Cincinnati on the day you first preached in the Second Presbyterian church, Lexington, Kentucky, the sabbath embraced in the meeting of the Synod, at Danville, 1849? Answer: I think it was.

Question 7: Are you perfectly certain that you preached the sabbath of the Synod's meeting, and on the sabbath following the sabbath included in the meeting of Synod at Danville, in the fall of 1849? Answer: I am, from the fact that Mr. Brown returned from Cincinnati between the first and second sabbath on which I preached, and I was in his bookstore on Saturday, consulting him about the exercises of the sabbath following.

By Dr. Breckenridge.—Question 8: Will you state whether the health of Mr. Brown, in the month of October, 1849, when he went to Cincin-

nati, was such that he could attend to ordinary business at the time he went and at the time he returned from Cincinnati? Answer: At that time his health seemed to be sufficient to attend to the business connected with his bookstore.

By same.—Question 9: Did you consider his health in such a condition that he could not safely have attended to the business of the Synod at that time? Answer: I could not at that time account for his absenting himself from the Synod, but was totally unacquainted with the nature of his disease.

By same.—Question 10: Were you present at the Synod at Frankfort, in the fall of 1850, and did you hear Mr. Brown's excuse there for his absence from the Synod of 1849? Answer: I was there, but do not recollect the hearing of the excuse he gave.

By same.—Question 11: Do you wish to be understood as saying, in the former part of your testimony, that you are certain Mr. Brown did not preach in his pulpit a single time from the time you commenced your services in that pulpit till the first of January, 1850? Answer: I am as certain that he did not as I can be of anything that has happened such a length of time of a similar character.

By same.—Question 12: Will you state whether you were present in the Presbytery at Harmony, in April, 1852, and whether you there heard Mr. Brown declare, in open Presbytery, that all the accusations of Col. Goodloe against him contained in the first pamphlet of Goodloe were false and unfounded, or words to that effect? Answer: I was at that Presbytery but can not recall the remarks that he made, nor the position he took at that time in respect to that first pamphlet, but have heard the allegations in Mr. Goodloe's pamphlet pronounced to be false by him, as he has published in his own pamphlet.

By same.—Question 13: Were you in the Presbytery at Nicholasville, in September, in 1852, and did you hear Mr. Brown say there, in open Presbytery, that he considered the mode of investigation adopted by the Presbytery in this case better for him than for him to have demanded an investigation of the charges against him? Answer: I have no recollection to have heard him say so.

By same.—Question 14: Did he make any complaint of the mode of investigation adopted by Presbytery? Answer: I do not think he did publicly complain.

By same.—Question 15: Did not Mr. Brown, in that Presbytery, state publicly that the charges against him contained in Col. Goodloe's second pamphlet were false, and that he felt satisfied that he would be able triumphantly to show his innocence of them, or words to that effect? Answer: I think he did.

By same.—Question 16: Did he not state at the same time, and in the same manner, that if he could not establish his innocence of those charges he thought it would be the duty of the Presbytery to punish him severely, or words to that effect? Answer: I think he did.

By Mr. Brown.—Question 17: Did you understand me to state at the meeting in Nicholasville, that I could triumphantly show my innocence of the charges of Col. Goodloe against me, and that if I failed to do so the Presbytery ought to punish me severely, if Mr. Goodloe, who brought the charges, was allowed by the Presbytery to be a witness against me? Answer: You stated that you desired a full and fair examination of the whole

matter, and upon the conditions of its falseness and fairness you expected an acquittal; and if not, Presbytery might deal with you as they saw proper. I do not recollect that anything was said at that time of Colonel Goodloe being introduced as a witness, although it was talked of in private.

By same.—Question 18: At the same meeting of Presbytery did not Mr. Prindell, elder from the Second Presbyterian church, of which I am pastor, oppose the mode of procedure about to be adopted by Presbytery? was it not understood that he represented my wishes and feelings on this entire subject? Answer: He did oppose it and it was so considered.

By Dr. Breckenridge.—Question 19: State what grounds you have for believing that the Presbytery considered that Mr. Prindell was representing the feelings and wishes of Mr. Brown in that Presbytery? Answer: He was a personal and active friend, a delegate from his congregation, and one of his counsel before the arbitration.

Mr. M. C. BROWNING, dentist, deposed as follows:

Question 1: Have you, or not, heard Col. Goodloe make statements, or declarations, or threats, prejudicial to my character and calculated to injure my influence in my vocation? Answer: I have.

Question 2: Did, or not, Col. Goodloe state to you that Mr. Brown should go down in Lexington, and all who attempted to sustain or uphold him? Answer: Col. Goodloe said to me that he would make Mr. Brown's character so odious that the people would not hear him preach three months; and that if I attempted to sustain him, we should both go down together.

Question 3: What was my condition, and what was the state of my health when you saw me at the Estill Springs, in the summer of 1849? Answer: You appeared to be suffering a great deal from indisposition and pain; for the most of the time that I was there, I believe that your nourishment was sent to your room, and I do not remember that you left your room at all. My impression now is that you did go to the table once or twice, but I will not be certain. My impression is now that you frequently expressed a desire to return, and in particular, you purposed to have returned with me, and I delayed for that purpose as long as I could, but you could not do as you desired, and I came away without you. After I returned home there was a meeting of the church for the purpose of procuring a supply, and I remarked in that meeting that Mr. Brown, I thought, was very ill, and that he would not likely be able to preach for them soon, or at all, and that they ought to secure a supply.

Cross-examined.—Question 4: Was not Col. Goodloe's remark above referred to, to wit: That he would make, etc., in answer to remarks made by you, vindicating Mr. Brown from all blame in the transactions between them; especially vindicating his cause about the charges for executive documents, almanacs, etc? Answer: The almanacs and documents mentioned in the question, were not alluded to in the conversation to the best of my recollection. I suppose the conversation between Mr. Goodloe and myself was in consequence of my expressing my confidence in Mr. Brown in regard to this book transaction, and charging him with making the charges with the intention of injuring Mr. Brown.

Question 5: Have you not heard Mr. Brown speak about Col. Goodloe in a way that tended to injure him in his business as a bookseller? Answer: I do not know that I have, except that he did not regard him as a very accurate business man; certainly nothing that would prevent my doing business with him independent of everything else.

Question 6: Do you mean to be understood that you never heard Mr. Brown speak of Col. Goodloe as a malignant and unprincipled man, or words to that effect? Answer: I could not say whether I ever heard him say so or not. I have heard him say very little about Mr. Goodloe, however. I have heard the remark from others, I can not say that I ever did from him.

Question 7: You then can not say that you ever heard Mr. Brown abuse Col. Goodloe? Answer: I may have heard him use the expression, that he was a dog, or something of that sort.

Question 8: From the best information you have, have not Mr. Brown, his friends, and his congregation, for the most part withdrawn their patronage from the bookstore of Col. Goodloe? Answer: My information is, they have.

By Mr. Breckenridge.—Question 9: Are you not a member of Mr. Brown's church, and were you not a member of it when you gave the deposition before the Masons, and made a part of your present testimony? Answer: I am, and was.

By same.—Question 10: Was not that testimony before the Masons given by you in support of a prosecution against Col. Goodloe commenced by Mr. Brown, or at his instigation? Answer: I do not know.

By same.—Question 11: Don't you know how you came to give that testimony? Answer: I was brought there by Mr. Brown to give testimony.

By same.—Question 12: Do you not know that there were two prosecutions before the Masons—one Goodloe against Brown and the other Brown against Goodloe; and if so, in which case were you called to testify? Answer: I suppose there were two cases, and I was called to testify in the case of Brown against Goodloe.

By Mr. Brown.—Question 13: In your answer to the following question propounded by Dr. Breckenridge, "Was not that testimony given by you before the Masons in support of a prosecution against Col. Goodloe commenced by Mr. Brown, or at his instigation?" do you mean to say that you do not know that your testimony was given in support of a prosecution against Col. Goodloe commenced by Mr. Brown containing the testimony before the Encampment, the documents having been shown to you since you answered that question? Answer: Yes, I do know that the testimony in the Encampment was in the case of Brown against Goodloe. I did not know until I answered the preceding question, and since the documents have been shown to me, in what case I gave my testimony before the Encampment.

Mr. D. A. SAYRE deposed as follows:

Question 1: Do you not believe, from frequent conversations with me concerning Dwight Brown and my plans in reference to him, that I had not at the time of sale to Mr. Goodloe given him any interest in the bookstore, but that it was my purpose to do so when he attained to suitable age and business qualifications? Answer: Mr. Brown frequently conversed with me about purchasing the bookstore, and one of the reasons he gave me for the purchase was, to give employment to his son Dwight and try to make him a business man. I never believed that Dwight Brown had any interest in the store, but that it belonged to his father. Mr. Brown has told me after he purchased the store, the reason that he did the business in his son's name was to try to make him feel a responsibility, as he wished

to give him an interest in the store when he became of age; and Mr. Brown has told me he thought it would appear better not to have his own name as owner of the store.

Question 2: What did you pay for the following shares purchased of the persons hereafter named and the dates appended, of stock in the Lexington Fire and Marine Insurance Company, to wit, nine shares purchased of A. T. Skillman, November 17, 1849; ten shares purchased of L. C. Randall & Co., November 27, 1849; forty-one shares purchased of E. K. Sayre, December 10, 1849? Answer: I have no recollection of purchasing any stock of A. T. Skillman, but I did purchase of Messrs. L. C. Randall & Co., I think, ten shares, and I gave them \$90 or \$95, but I think it was \$95; but I can not say in regard to the time I purchased it, as I kept no account of the purchase, but I presume it was the day it was transferred to me on the company's books. I think I gave E. K. Sayre \$90 for the stock I purchased of him.

Question 3: Did you, or not, make the above purchases for speculation, believing the stock to be worth at the time more than you paid for it? Answer: I made the purchase of the stock for an investment, thinking it would pay well, and thinking it was a good bargain at the price I paid for it.

Cross-examined.—Question 4: Do you know of any instance of a man's doing business to the amount of \$15,000 per year under his own contracts, and listing the property in his own name, and yet not interested in the business to the amount of one cent? Answer: I know of no facts to answer the above question.

By Dr. Breckenridge.—Question 5: Will you state more fully what you understood Mr. Brown to mean, by telling you as a reason why the business of the bookstore was not carried on in his own name, that it would appear better not to use his own name, that is, Mr. J. H. Brown's name? Answer: I understood from Mr. Brown to be his reason, because he was a preacher.

By same.—Question 6: Did you understand Mr. Brown to mean that he was carrying on in a secret manner, in the name of his son, a business which, as he was a preacher, he thought it would not appear well for him to carry on in his own name? Answer: I did not understand from Mr. Brown that he wished it a *secret*, that his name was not openly in the store because he was a preacher, but because he thought it would be better for his son Dwight, and appeared better. But I did not infer from what he told me, he thought it was improper to have his name in the store.

By same.—Question 7: In one of the questions put to you by Mr. Brown above, you are asked if you knew that it was the intention of Mr. Brown to give his son an interest in the bookstore as soon as he attained to suitable age and business qualifications; will you state what was Dwight Brown's age in the fall of 1849, according to your best information, and will you state what you understood to be his father's opinion of his business qualifications at that time? Answer: I do not know his age, but I learned from Mr. Brown he was not of age. After his son Dwight was in the store for some time, I think, I have heard Mr. Brown say that Dwight was careless in attending to the business.

Dr. D. BELL deposed as follows:

Question 1: From conversations held with me at different times, after the purchase of the bookstore from Mr. Marshall and antecedent to the sale

to Mr. Goodloe, do you not know that the bookstore was mine, and not the property of Dwight Brown? Answer: I always so considered it from your declarations to me.

Question 2: Did you, or not, ever hear Mr. Goodloe say, after the difficulties between him and myself commenced, that he intended to pursue me until he drove me out of the town of Lexington and out of the West Lexington Presbytery? Answer: Col. Goodloe called at my office after the matter of the difficulty between him and Mr. Brown was arbitrated, and stated that his object in calling was to see what position I had assumed. I asked him, in relation to what? and he stated, in relation to the difficulties between himself and Mr. Brown. I then stated to him that I believed the difficulty between them to have been arbitrated and honorably settled. He said, it had not; that unless Mr. Brown refunded to him \$3,000, that he would never let him rest until he drove him from the town and country. I stated to Col. Goodloe that a man, in attempting to destroy another, sometimes destroyed himself; I thought he was pursuing a suicidal course, in driving Mr. Brown's friends off from his bookstore; and then and there we separated.

Question 3: Did, or not, the conversation referred to in the preceding answer occur immediately after, or whether a day or two after the arbitration? Answer: Very soon after the matter was arbitrated.

Question 4: Was it, or not, previous to the publication either of my card or of Mr. Goodloe's card? Answer: My impression is that it was previous.

Question 5: Were you one of the trustees of the Lexington Parochial School? and if so, state whether, or not, during the latter portion of the year 1847, and the first half of the year 1848, that school was not the property and under the control of trustees? Answer: I was a trustee of that school, and as well as I can recollect, it was at that time under the control of trusteeship.

Question 6: Did you, or not, ever hear it suggested before the session in my presence, that the defense of the Manual before the Synod at Danville would be expected at my hands? Answer: I have a distinct recollection that I heard it so suggested. I am as confident as I ever was, that I heard the suggestion in the presence of Mr. Brown, but not as I first supposed in the session of the Machord church, but in my office, in the presence of James C. Todd, Dr. S. M. Letcher and Rev. J. H. Brown, this having been brought distinctly to my recollection by a conversation with Dr. S. M. Letcher.

Question 7: Was, or not, the preparation and printing of the Church Manual a subject brought before the session. Answer: It was.

Question 8: Was, or not, the entire Manual read before the session, and most of it from the leaves of the book from which it was taken? and did not the session authorize me to have it printed for the use of the congregation? Answer: The whole of it was read before the session; but from what, I have now no recollection. I know that Mr. Brown was authorized by the session to have it published for the benefit of the congregation.

Question 9: Did you not understand, at the time this Manual was prepared and read before the session, that it was mostly taken from one prepared by Mr. Sawtell, of the Second Presbyterian church at Louisville, Kentucky, many years before? Answer: I have no recollection upon that subject.

Question 10: Were you, or not, present when Mr. Weir and myself presented our grievances, and the difficulties existing between us were adjusted? Answer: I was present a part of the time, and heard Messrs. Brown and Weir state their difficulties, but was professionally called off before the matter was settled.

Question 11: Did, or not, Mr. Weir, in session, acknowledge in reference to the difficulties between us, that he had been in the wrong, that he ought not to have entertained bad feeling toward me, and regretted that he had done so. Answer: He apologized in my presence to Mr. Brown and the session for what he had said in session the day previous, and appeared deeply to regret that he had ever said or done anything to wound Mr. Brown's feelings. Mr. Weir acknowledged that he had been in the wrong in the difficulties.

Question 12: Was the declaration that I made at the meeting of the session, that I could never view Mr. Weir as I had done before the difference, made at the time Mr. Weir used harsh language toward me, and before the adjustment of our difficulties? Answer: It was made immediately after Mr. Weir used harsh language toward Mr. Brown, and called forth from Mr. Brown, by my stating to Mr. Weir that Mr. Brown had always been his unflinching friend, and that I was sorry to hear him speak in that manner of our pastor and brother. This happened before the difficulty was settled, I know from the fact that I left the session before the difficulty was settled, and was not present when it was settled.

Question 13: Are you an elder in the Second Presbyterian church in Lexington, Kentucky? Answer: I am, and have been for fifteen years.

Question 14: At the meeting of the session above referred to, state what grievances were mentioned by Mr. Weir, and what by myself? Answer: Mr. Brown mentioned that Mr. Weir was to put a certain field in hemp, and he put it in corn; that he had gotten out his wheat in his front yard; and that he had failed to remove from the house a very offensive overseer whom he had put there, who was in the habit of getting drunk and swearing profanely, greatly to Mr. Brown and his family's annoyance. Mr. Weir complained that Mr. Brown had not accounted to him for as much wood as was supposed to be contained in each acre of ground which Mr. Brown had cleared. Mr. Weir acknowledged that he was under obligations to do all that Mr. Brown had complained that he had not; that he should have done that which he left undone. These are all the grievances of which I have a distinct recollection.

Cross-examination.—Question 15: Are you perfectly certain that the conversation detailed above, had with Col. Goodloe, was after the arbitration? Answer: I have not the shadow of a doubt as to its being after the arbitration.

Question 16: In the settlement between Mr. Weir and Mr. Brown, before the session, did not Mr. Brown complain of the neglect of Mr. Weir to supply his family with vegetables? Answer: I have no recollection of anything of the kind having been mentioned by Mr. Brown.

Question 17: Upon Mr. Brown's saying that he could not hereafter look upon Mr. Weir as he had done, did not Mr. Leavey say, "Mr. Brown, I think you have more reason to be dissatisfied with me than with brother Weir?" Answer: I have no recollection of Mr. Leavey's having made such a speech.

Question 18: Did any member of the session at that time express any



dissatisfaction with Mr. Weir's conduct, or express any opinion condemnatory of Mr. Weir? Answer: I begged Mr. Weir not to say anything more on the subject; that he was greatly excited, and when his passion wore off he would be sorry for what he had said; that he never had had a better friend in the world than Mr. Brown had always been to him, and gave some reasons why I knew it. I do not recollect that any other member of the session spoke a word at that time.

Question 19: State what language was used by Mr. Weir toward Mr. Brown on that occasion? Answer: As near as I can recollect, he stated that the people here had petted and spoiled Mr. Brown, and that he had gotten rather above his business.

Question 20: Did he bring any charge of bad dealing against Mr. Brown? Answer: If he did, I have no recollection of it.

Question 21: Was it your understanding that the session in their action required Mr. Weir to make an apology to Mr. Brown, or was it your understanding that Mr. Weir made it voluntarily? Answer: My understanding was that he made it voluntarily.

Question 22: Were the reasons assigned by Mr. Weir for his conduct complained of, considered satisfactory by the session? Answer: As far as it relates to myself, his reasons were not satisfactory, but his apology was.

Question 23: Had Mr. Brown the care of the school when Mrs. Gay, now Mrs. Reily, was called to take charge of it? Answer: It was a parochial school. Mr. Wright was teaching with Mr. Brown, assisting Mr. Brown in his school; at which time Mr. Brown's school was converted into a parochial school, and Mr. Wright was employed by the trustees, and we, the trustees, then purchased of Mr. Brown his school furniture.

Question 24: Who were the trustees of the school when Mrs. Gay, now Mrs. Reily, was employed? Answer: The session of the church—Dr. Allen, Judge Trotter, Mr. Stanwood.

Question 25: To whom were the proceeds of that school to go? Answer: Toward sustaining the school. We never calculated on having a surplus.

Question 26: Was there any sessional record of the action in the Weir case? Answer: If there was, I never heard it read.

Question 27: Were you, or not, introduced by Mr. Brown before the arbitration, to prove that up to that time Col. Goodloe had spoken of Mr. Brown in the kindest terms, and never said anything to impeach his veracity? Answer: I was introduced before the arbitration for the purpose of testifying to a conversation which had taken place between Colonel Goodloe and myself, in which Col. Goodloe stated that he wished me to use my influence to get Mr. Brown to compromise the matter as speedily as possible; that the longer it was put off the worse it would be for Mr. Brown; that he had no desire to injure his clerical character; that he had always been taught in Richmond, from his boyhood up, to revere Mr. Brown, and that he would have joined his church if he could have gotten a pew himself; that there were errors in the books, as Dwight had acknowledged, and was willing to correct, and read to me at the end of the inventory what Mr. Brown had written and signed; that he expected there were errors, and that he was willing to correct them at any time they were detected. He said nothing directly calculated to impeach Mr. Brown's veracity that I recollect of.

Mr. BENJAMIN WARFIELD was then sworn and deposed as follows :

Question 1 : Did you ever receive a proposition from me for the purchase of ——— shares of stock in the Lexington Fire and Marine Insurance Company ? and if so, state what the proposition was, and as near the time it was made as you can answer. Answer : I did receive a proposition from Mr. Brown, between the 24th of October, 1849, and the 29th December, 1849, but think it was in the summer of 1849, for the purchase of six shares of stock of my own, which was all I held, and ten of my son William's, at \$100 per share, upon a credit of twelve months, he agreeing to pay six per cent. interest upon the purchase, which was \$1,600 ; I asking at the time \$100 per share in cash, which I believed at the time to be its market value. Upon consulting with my son William, we agreed to take the offer. Some days after, perhaps a week or ten days, or more, and when I met the gentleman (who it was I do not recollect, but think it was William E. Milton,) through whom Mr. Brown made the proposition, for he did not do it in person, I said to the gentleman, Mr. Brown can have the stock upon the offer made. His reply was to me, Mr. Brown does not want to buy ; he has either been to Richmond and sold his stock and does not want to buy, or has transferred to a gentleman in Richmond. I transferred these three shares in December, and before I made this transfer the stock had fallen to \$90 per share.

Question 2 : Did you, or not, antecedent to the publication of Mr. Goodloe's second pamphlet, detail to him all the facts in your possession bearing upon this charge, and say to him that he ought not to make the charge ; that it was not true, and that my course had been fair and honest ? Answer : I had heard that Mr. Goodloe had taken proceeding against Mr. Brown in the lodge before the Masons. In walking along the streets, I met Derrick Warner, and asked him if it were so ? He answered that he did not know. As I passed on down Main street, I met Mr. Goodloe, standing on the pavement in front of his door. I stopped, and we had a conversation. Being on social terms, I asked Mr. Goodloe if it was true, as I had heard, that the lodge had taken proceedings against Mr. Brown in relation to their difficulty ? He answered, the lodge had. I asked him what the charges were. He stated—but what they were I do not recollect—and remarked that he intended to prefer other charges against Mr. Brown, relating to the imposing of stock in the insurance company at a high price upon Mr. Foreman. I replied, stating the fact above detailed in relation to myself, and Mr. Brown's offer to me, and expressing the belief that Mr. Brown had practiced no fraud upon Mr. Foreman—was guilty of no deception in the sale of the stock. That was the last conversation I had with Col. Goodloe.

Dr. S. M. LETCHER was then sworn and deposed as follows :

Question 1 : About what time did I have a conversation with Mr. William Waller and yourself, in the Kentucky Bank, as to the value of the stock in the Lexington Fire and Marine Insurance Company ? what was the information I received in the conversation respecting the value of the stock ? Answer : The precise date of the conversation referred to I can not state distinctly, but know it was during the fall of 1849. Mr. Waller and myself were in the back room of the bank, engaged in some conversation in relation to the business of the bank, when Mr. Brown entered the room, and after some casual conversation, the matters of insurance became the subject of conversation ; during which conversation, Mr. Brown

inquired of Mr. Waller what his opinion was in relation to the value of said stock. Mr. Waller responded by stating that he considered it worth par, and would not take less than par value for his own. At that time Mr. Waller was a director and a private stockholder.

Question 2: What did you pay for ten shares of stock, transferred by M. C. Johnson to yourself, May 31st, 1849? Answer: I paid him par value, he allowing me \$80 a share for railroad stock, that being the exchangeable value of railroad stock at the date of sale. My best recollection is that said sale of stock took place before the St. Louis fire.

Cross-examination.—Question 3: Did not Mr. Brown, after his sale to Col. Goodloe and prior to the publication of Col. Goodloe's pamphlet, defend that sale to you by saying that he could have sold the bookstore to several other persons at the same time that he sold that store to Goodloe? Answer: In a conversation with Mr. Brown after the sale referred to, he gave it to me as his opinion, that he could have made the same sale to others, without giving their names; but I did not consider this as introduced as a defense of the sale. This was prior to the publication of Mr. Goodloe's pamphlet.

RICHMOND, KY., December 21, 1852.

To the Moderator of the Commission of West Lexington Presbytery:

If my memory serves me rightly, the Rev. John H. Brown proposed a question to the following effect to me, at the time I gave my testimony in his case: Whether he and I have ever had any other transaction to the amount of \$900, besides that concerning the insurance stock? I replied that we had not had, or that I did not recollect having had any such transaction. In consequence of a communication to a gentleman in this place by Mr. Brown, I have been led to look into my former business transactions in this place with the bank located here, and I find the inclosed check given by me to Mr. Brown, for \$900, on the 24th August, 1849. This had wholly escaped my memory when I gave my testimony. I suppose that this money for which this check was given was a loan to Mr. Brown, and that this amount, with the interest up to November, was paid to Mr. Brown as part for the insurance stock. I hope that the commission will cause my testimony to be so modified as to harmonize with this statement, or that copies of this letter and check may be appended to my testimony. I understand that Mr. Brown has expressed a desire to see the inclosed check. I hope the commission will permit him to see it.

Very respectfully,

E. FOREMAN.

It is admitted by Mr. Brown that he denied, and still denies, having knowingly preached a sermon of Dr. Tyng's in the pulpit of Paris Presbyterian church.

Mr. F. YEIZER was then sworn and deposed as follows:

Question 1: Did, or not, your father, George Yeizer, my agent for the sale of books, etc., at Danville, Ky., sell you, while acting as such, some India ink? Answer: He did.

Question 2: Did he, or not, as my agent, have also sold in Danville, a considerable lot of music? Answer: He did.

GEORGE P. JEWET deposed as follows:

By Mr. Brown.—Question: Were you, or not, at the Estill Springs in the summer of 1849; and if so, did you see me there, and what was my condition? Answer: I was there, I think, for one night, on the ninth of

July. Saw Mr. Brown in his room. He was lying in his bed, and as he thought extremely ill. He was affected with a disease of the bladder and kidneys; seemed to suffer a great deal; was evidently much prostrated and in depressed spirits, that I never saw him suffer from before, though I had seen him in sickness previously.

Mrs. JEWET deposed as follows:

By Mr. Brown.—Question 1: What length of time did you spend at the Estill Springs in the summer of 1849? Answer: Four weeks.

Question 2: Was I there during the whole of that time? Answer: You were.

Question 3: What was my condition? Answer: Such that I supposed you would never leave there alive.

Question 4: Did I, during the whole of your stay at the Springs, go to the table for my meals, or was I able to do so? Answer: Never; you never left your room until the day before we started down. You then went to the porch, and sat for a few minutes.

Question 5: Did you accompany me on my return home in the same vehicle? Answer: I did from Richmond. It was thought the hack would be too heavy for us. You started the second day before I did and came down to Green's. From there we came on to Lexington together. You was obliged to be on your back. You started to Green's on Saturday, that you might enjoy the advantages of the rest on the sabbath, and I came on Monday.

F. YEIZER deposed as follows:

By Mr. Brown.—Question 1: Did, or not, your father, George Yeizer, my agent for the sale of books, etc., in Danville, Kentucky, sell to you, while acting as such, some India ink? Answer: He did.

Question 2: Did he, or not, as my agent, have on sale in Danville, a considerable lot of music? Answer: He did.

D. BROWN was introduced, and adopted his testimony taken before the Encampment, with the following explanation:

To the answer to the 18th question in my cross-examination, page 17 in pencil, 9 in ink, I wish to add the following explanation: The Martin's Colonies are marked 50 and 55 cents, and in giving them out to the clerk I gave them out from one with the 55 mark in it, not knowing at the time that some of them were marked 50, or that J. Marshall had charged one 37½. When I gave out Upham's Philosophy, I looked in several and found no cost mark in them; it was therefore left blank, and was transferred once or twice; and before the invoice was finally footed up, not being able to find the cost any other way, I deducted the usual discount from the published price, and so charged them at \$2.00.

Answer to the 19th question in my cross-examination, page 17 in pencil and 9 in ink: For the year 1850 the house published no almanacs as had been done in 1848-9. 6,060 was purchased of a firm in Louisville, which I reported to the clerk, at the time of taking the invoice, to have cost \$2.25, and afterward, upon examination of the bill, found that they only cost \$2.00, and corrected accordingly.

Question 2: In the fall of 1849, did, or not, Mr. Goodloe have a conversation with you in relation to the purchase of the bookstore? Answer: He did.

Question 3: Did, or not, Colonel Goodloe request you to ask me to call

and see him on the subject, as he wished to purchase the store? Answer: He did.

Question 4: Did I, or not, express surprise when you mentioned it to me? Answer: You expressed surprise.

Question 5: Did, or not, Colonel Goodloe call a second time and make a similar request, and did you not say to me (at the time being mostly confined to my room) that as soon as I was able I ought to call and see the Colonel? Answer: He did call a second time, and I told you to go and see him as soon as you were well.

Question 6: Was, or not, Colonel Goodloe in the bookstore frequently, between the time of his first proposition to purchase and the final trade, and did he not frequently inquire into the cost of certain books and the sale price, and express his surprise at the profit made? Answer: He was often in the store examining the cost and sale prices of the books, and expressed his surprise at the profit made on books.

Question 7: Had, or not, Colonel Goodloe access to our books; and was he not informed in regard to daily sales, cash and credit, and also the amount sold per annum? Answer: He was.

Question 8: Do you, or not, know that after my sale to Mr. Goodloe I became apprehensive of his pecuniary ability, and so modified the contract as to give him possession two months earlier, in order to get security on his notes, which he had not bound himself to give in contract? Answer: I do.

Question 9: Was, or not, this the prominent motive with me to give him possession in March instead of May? Answer: You so stated to me.

Question 10: Did, or not, Mr. Goodloe find difficulty in getting such security as I deemed safe? Answer: He did.

Question 11: Did he not fail to give such security until his return from the east? Answer: He did.

Question 12: Did I not express my apprehensions during his absence east, that in case of his death I would lose the debt? Answer: You so expressed yourself in conversation with me during his absence.

Question 13: On his return, did I, or not, demand additional security to the names of his two brothers on the notes, and say to him that he must give me his father? Answer: You did.

Question 14: Did he not do this very reluctantly? Answer: You told me at the time that he was unwilling to ask his father to sign the notes.

Question 15: Was, or not, Mr. Goodloe's manner and course to me, ever after this, different to what it had been before, and did I not often speak to you about it, and say that I would cease to visit his store, but for my promise to give him my influence? Answer: I noted, as I thought, a change in his manner toward you, and mentioned it to you; and then you said if it were not for a promise to use your influence for him you would not visit his store.

Question 16: What part did I take in making the invoice? Answer: You acted as clerk, merely writing what was given out to you.

Question 17: What part did B. Johnson and Col. G. take? Answer: They each had blank-books, and took down the names of the books and then the price; they also classified and arranged books of the same price for me to give out.

Question 18: Was it not agreed by Col. Goodloe to take the invoice from the books, and is, or not, my written statement, page 9, in reference

to this as it occurred? Answer: It was agreed to take the invoice from the books as they were marked, and your statement is correct, according to my recollection.

Question 19: How long were we in taking invoice, and what time was I absent? Answer: We were about four and a half days taking the invoice above and below, and you were absent a great part of two days.

Question 20: Who took invoice up stairs? Answer: Benjamin Johnson and myself.

Question 21: How came the invoice in my writing, if absent? Answer: It was first taken (the greater part of it) in small blank-books which were sent to you, and copied by you into the invoice book.

Question 22: Was not the invoice taken in haste, to accommodate Col. Goodloe, and so done at his request? Answer: It was.

Question 23: Will you exhibit to the committee some items of valuation by Mr. Griswold? Answer: I suppose you desire me to make such an exhibition of Mr. Griswold's valuation as I did before the arbitrators. I would present the committee with the same paper, but it has been mislaid, and therefore the facts and items now presented will not be as numerous as they might otherwise have been. When Mr. Griswold valued the stock, more than half of what was sold Goodloe by Brown must have been sold; for eleven months after Goodloe's purchase he invoices the stock that he received from Brown, and finds \$4,195,58, and the valuation by Mr. Griswold was two months later. How could he value that portion that was sold, and which he never saw? He could not value a great many articles which were taken in lots, for the reason that when he came to an item of this kind he would not know what books were included in the charge "lot." On page 64 Mr. Goodloe is charged with one work-box, \$3.50, and one at \$4. Mr. Griswold in his valuation reduces the one charged \$3.50 to \$2, and the one charged \$4 to \$1.75. The first morning Mr. Goodloe opened his store, I sold one of these boxes for \$7.50, I think, which was a very handsome profit. Yet Mr. Griswold reduces them still lower, and that without seeing them. Mr. Griswold's valuation is very unfair; for after deducting in many instances one-half of what the books are charged at, he, at the close of his valuation, deducts twenty per cent. for shop-worn and damaged books. Some time about the first of December, 1849, Mr. Griswold visited Lexington as a traveling agent for the house of W. H. Moore & Co., of Cincinnati, when he visited the bookstore, and then I made an arrangement by which he was to furnish books at a reduced price, in consideration of the fact, that the account was to be settled monthly. I immediately ordered books from the house of Moore & Co., and received a bill bearing date January 4th, 1850. At the close of the bill is a short note from which I will make one or two extracts. It reads thus: "Dear Sir—The above as per order we send you at the prices and on the terms as agreed on by Mr. Griswold. Irving's works we send at five per cent. less than we usually sell them." And again—"The books are sent at very low prices, with the understanding that the bill will be paid for once a month." The bill, with several others, were purchased between the sale and the transfer of the bookstore to Mr. Goodloe, when the object in buying was more to fill orders and keep up the assortment. Mr. Goodloe took possession of the store sooner than was anticipated he would, and therefore some of these books were in the stock and invoiced to him. Now see how Mr. Griswold values these books,

which were bought from the house in which he was clerk, and under an arrangement made by him. On page 4 Mr. Goodloe is charged with Irving's works, ninety-four cents, the same bought of Moore & Co., and which were sold at five per cent. less than the usual per cent. When Mr. G. comes to value them, he puts them at eighty-three cents. On page 28 Mr. Goodloe is charged with Lamartine's Girondists, \$1.80, this was bought of Moore & Co.; when Mr. Griswold comes to value it he puts it at \$1.57. On page 11 Mr. Goodloe is charged with 1 Prescott's Mexico, \$5, this was bought of Moore & Co.; Mr. Griswold values it at \$4.80. On page 49 Mr. Goodloe is charged four pocket-maps of Kentucky, at thirty cents, these were bought of Moore & Co.; Mr. Griswold values at ten cents. On page 76 Mr. Goodloe is charged with perforated boards, at \$2 per dozen, these were bought of Moore & Co.; and yet Mr. Griswold values them at \$1.34. All these and many other books were bought within two months of the time that the bookstore was transferred to Mr. Goodloe, and bought under an arrangement with Mr. Griswold himself; and see how he reduces them, and then still at the close of this valuation takes off twenty per cent. for shop-worn and damaged books, though they were all new.

Question 24: Did you and Col. Goodloe have several interviews for the purpose of correcting the invoice? Answer: We did.

Question 25: What were my directions to you in regard to correcting the invoice? Answer: To correct all errors.

Question 26: Did you, or not, say to Col. G. at different times, when errors were pointed out for correction, that you alone were responsible for them? Answer: I did.

Question 27: Was, or not, Col. Goodloe present, and must therefore have known the part I took in the whole matter? Answer: He was there most of the time.

Question 28: Explain to committee pages 8, 9 and 10 of Col. G.'s statement. Answer: You ask me to explain some things in Mr. G.'s statement, on pages 8, 9 and 10. He states, that to save trouble to the arbitrators, he and I were to examine the invoice, and make any corrections we could agree on. This is true. Mr. G. says that I remarked that it was too much trouble to find a bill for every book for which he might desire one. He is mistaken. I stated to Mr. G. that it was impossible to do so from the fact, many of the items were charged by Mr. Marshall in lots, and therefore it would be impossible to furnish a bill for many of them. The Martin's Colonies, to which he refers, is a work of ten volumes, which is sold and bought by separate volumes, if desired. This was the case with those sold Mr. G. The different volumes cost different prices, and therefore were marked different—some fifty and some fifty-five cents. In giving out the book to the clerk, I got hold of one marked fifty-five cents, and so gave out the whole lot, not knowing at the time that they cost different, or that Mr. M. had charged only 37½ for them. The copy of Robinson's Researches, of which he speaks, was valued in the stock by Messrs. Dean and Marshall, and is not the copy which Mr. G. says he finds charged at \$4. Mr. G.'s statement in regard to the India ink, is also incorrect. I never stated to him that I had bought no India ink except from Mr. M. I also explained to Mr. G. how it was that the India ink was invoiced at \$2 the following year: a good portion of it was at that time in Danville, where there was a branch of the store. Mr. G.'s

statement in relation to the writing desk is also incorrect. I never swore before the arbitrators that I had a drawer put in the box, but that there were razors, etc., put in the drawer, which in addition to the cost of the box for which it was exchanged made it cost \$12.50. In regard to the item of "Upham's Mental Philosophy" being transferred so often before any price was affixed, I am the person who caused that to be done. When I cried the book to the clerk, I examined several of them, and not finding any of them marked, I had the price left blank, in order that I might find a bill. Being unable to do this, and knowing that it was of Harper & Brothers' publication, I deducted their usual discount from their published price of the book, and so charged them at \$2.

Question 29: Were not the invoices on the counter all the time we were making out invoice to Goodloe, and referred to when difficulties arose? Answer: They were.

Question 30: Were not all the invoices left in Mr. Goodloe's hands for months after the sale to him? Answer: They were.

Question 31: Will you testify whether, or not, my statements on page 10, are in accordance with what you know to be true in reference to matters there specified? Answer: Having assisted in taking Marshall's invoice to you, I know what you state to be correct. In relation to other matters you speak of on page 10, they accord with my recollection of the facts.

Question 32: Why did B. Johnson and Goodloe classify and take down in small books to be transferred to invoice? Answer: Having just learned the mark, they were necessarily slow, and by adopting this method, they could be of some assistance without delaying the taking of the invoice.

Question 33: Did you, or not, assist in taking Marshall's invoice under which I bought? Answer: I did.

Question 34: Will you state whether the stock was taken at cost, or whether it was valued? Answer: It was taken at original cost as exhibited by the mark in the books.

Question 35: Did you, or not, ever tell Mr. G., that Marshall charged \$140 for circulating library, and that you only charged him \$40? Answer: I told Mr. Goodloe that Marshall charged circulating library at \$50.

Question 36: Would not the invoice which you and Mr. G. were at the time examining have shown such a statement to be false? Answer: It would.

Question 37: Was there, or not, a lot of old soiled music for which Mr. G. was not charged? Answer: There was.

Question 38: How long did you remain in Mr. Goodloe's store as clerk after the transfer of the stock to him? Answer: Two and a half months.

Question 39: Did you, during the time, ever hear him complain of the stock? Answer: Never.

Question 40: Was there not a considerable amount of music sold to Goodloe, which cost four cents per page? Answer: There was.

Question 41: Did not the invoices show this fact? Answer: They did.

Question 42: Was any of the music charged to Mr. G. at four cents? Answer: None.

Question 43: Did, or not, Mr. Goodloe sanction the taking of books in lots, as on pages 46, 48 and 56 in his writing, and would it not be impossible to furnish an invoice for every article, when this is the case? Answer: He did sanction the taking of books in lots, and it would be impossible to furnish an invoice for articles taken in this way.



Question 44: Did I, or not, state to Mr. G., very soon after my sale to him, that there were some books on commission with Moss & Brothers, Philadelphia, that he could take, in their hands, or I would, if he preferred, order them into the store before the transfer to him? Answer: A short time after the sale of the bookstore, you mentioned to Mr. Goodloe, that there were some books on commission in Philadelphia, and you said, that if he would not receive them in Philadelphia you would order them back. You showed him a *Lacon de Literature*, similar to those in Philadelphia, and stated there was no sale for them here. He replied, that if you thought best he would leave them there, and take them as part of the stock.

Question 45: Did you, or Marshall, purchase the stock introduced into the house after I purchased the bookstore? Answer: Mr. Marshall made all the spring purchases, and all the importations, except the little I bought in Cincinnati, and he also made the spring purchases of 1850, and I made the fall purchase the same year.

Question 46: Did I, or not, contend before the arbitrators, that the executive documents cost \$20. Answer: You stated before the arbitrators that you did not know what they cost?

Question 47: Did, or not, Mr. Goodloe agree to pay seven per cent. on books on commission, (such as Lea & Blanchard,) I having paid the same to Marshall? Answer: He did.

Question 48: Will you state how the congressional documents came to be overcharged in the invoice? Answer: When I cried out the book to the clerk I gave out the price \$40, doing it as I supposed correctly. The book is a large one, numbering about 120 volumes, and not knowing which one it was marked in, and thinking that I knew the cost of them, I did not wait to examine them.

Question 49: Did Mr. Goodloe, or not, show you the certificate of the clerk of Madison, stating the cost of executive documents, while you and he were correcting the invoice? Answer: He never did, but in correcting the invoice he permitted me to change the charge from \$40 to \$20, and he at that time had the certificate of the clerk to show what they cost.

Question 50: Did, or not, Mr. Goodloe agree to pay taxes on the store for 1850, inasmuch as I paid for 1848, Marshall's stock being transferred to me February 12th, and mine to G. March 1st. Answer: He did.

Question 51: Did, or not, Mr. Goodloe ever present to you for payment the item of one month's rent paid Frazer, or did you know it was unpaid? Answer: I did not know that he or any one else had such a charge against you.

Question 52: Were not the books on commission with Moss & Brothers presented to Mr. Goodloe before the arbitrators, and after the facts were stated, did they not require Mr. G. to retain them? Answer: The facts were presented to the arbitrators.

Question 53: Did, or not, Mr. G. have frequent auctions of books while you remained in his store? Answer: He had several.

Question 54: Did, or not, Mr. Kennard also have frequent auctions of books about same time? Answer: He did.

Question 55: Was not the book auction business very much run down by these repeated sales? Answer: I suppose they were, as we found it difficult to get an audience, and even with a crowd found it difficult to get bids.

Question 56: What was Mr. Goodloe's object in selling at auction?  
 Answer: To get rid of bad stock.

Question 57: Please explain how many errors occur in the invoice, amounting to so small a sum, such as are mentioned in Mr. Goodloe's printed card? Answer: Most of the errors of the kind to which you refer are occasioned by marking upwards, or in other words, by leaving no half cent mark; for instance, if an article cost  $12\frac{1}{2}$ , 11, 22, 44 cents, it was marked one cent higher in order to use a blind.

Question 58: Did I not send you to Mr. Goodloe with a blank check signed with my name, directing you to pay my account, and did not Mr. Goodloe refuse to receive it unless I would pay him back the amount paid by him on Lea & Blanchard's books which he received on commission? Answer: I went twice, I think, and Mr. Goodloe refused to receive the money.

Question 59: Did you, or not, invoice all the cheap publications, such as novels, etc., to Col. Goodloe, as Mr. Marshall invoiced them to me, at half the price printed on the cover of same? Answer: I did.

Question 60: Were not all the small articles in drawers, etc., taken by yourself, and at Col. Goodloe's request, and furnished me to be transferred to the invoice-book? Answer: All articles in drawers (except two or three drawers containing books) were taken by me and copied into the invoice-book by you.

Question 61: Was, or not, this fact known from the first to Col. Goodloe, and did you not frequently say to him while correcting the invoice, that when errors existed in such articles they were attributable to yourself alone? Answer: Col. Goodloe knew the fact, and I frequently told him that I was the cause of such errors.

Question 62: Will you explain to the committee the overcharge on almanacs, maps, etc.? Answer: The overcharge on almanacs was occasioned by my giving them out from memory and not referring to the bill. The overcharge on maps was occasioned in this way: I took them in a blank-book, and gave them to you to transfer to the invoice-book; I neglected to state that lot of maps cost \$5, and you naturally supposed they were \$5 each, and so extended them; and I will here add that you will find all errors in the invoice, except those of additions and extensions, to arise from my carelessness, or from the fact that the invoice was very much hurried through with; I did more than half of the actual labor.

Question 63: Have you, or not, found in the invoice a large number of articles furnished you by Mr. Goodloe, and for which he said he could find no invoice? Answer: In correcting the invoice with Mr. Goodloe, he furnished me lists and I found many such.

Question 64: For the many you have not been able to find, what reason can you assign to the committee? Answer: That it is impossible to furnish bills for many articles, from the manner in which Marshall's invoice under which you bought was taken.

Cross-examined.—By Col. Goodloe.—Question 65: Did you invoice any books used by yourself at Cannonsburg? Answer: I do not now remember any, but may have done so.

Question 66: Did you charge me seven per cent. carriage on all the old books sold out of your father's library and second-hand books that you traded for? Answer: You are charged seven per cent. on all the books in the invoice.

Question 67: What salary did I pay you for your services? Answer: At the rate of \$500 per annum (I think) and I boarded myself.

Question 68: Did you collect your accounts for books sold whilst you were selling books for me when a customer would call to pay them? Answer: I may have done so, but I do not at present remember any instance.

Question 69: When you needed any money, did you take it out of the store, or did you get it of your father before I bought the bookstore? Answer: I used what money I needed from the drawer.

Question 70: When your father got anything from the store, was it charged to him, while you were carrying on the business? Answer: It was.

Question 71: When you got any money from the drawer or books of the store, did you charge them to yourself when you were carrying on business? Answer: I did.

Question 72: Are the charges of three Smith's History of Virginia, at 80 cents, \$2.40; one do. defective, 80 cents, on page 10, in handwriting of John H. Brown? Answer: They are.

Question 73: On invoice shown you by Goodloe, that Goodloe said was Skillman's invoice to Marshall, are there charged 17 hundred almanacs, Skillman, \$2.12, \$36.12; 2 dozen India ink, \$1.50, \$3.00; 50 sticks do. 5 cents, \$2.50; 5,000 pages music, \$100.00; 1,500 new, \$45.00; lot of maps, \$5.00; carriage \$92.29; 15 American almanacs, back volumes, 30 cents, \$4.50? Answer: They are so charged.

Question 74: On invoice shown you by Goodloe, that Goodloe said was Marshall's account of stock, February 1st, 1846, are there charged 4,124 pages of music, 2 cents, \$82.48; 1,993 pages of music, 2 cents, \$49.82; lot of maps, \$4.00; India ink, \$2.00? Answer: They are so charged.

Question 75: On invoice shown you by Goodloe, that he said was Marshall's invoice, taking account of stock, February 1st, 1847, are there charged, lot of India ink, \$1.00; do. \$2.37; 11 Simpson's Euclid, 37 cents, \$4.12; 4,173 pages music, 2 cents, \$83.56; 1,531 pages of music, 3 cents, \$45.93; 500 almanacs, \$10.00; 6 boxes ink, \$1.50? Answer: They are so charged.

Question 76: On Marshall's invoice to Brown, taken February 1st, 1848, are there charged, page 58, 17 hundred almanacs 1848, \$34.00; page 66, 4,460 pages of music at 2 cents, \$89.20; 1,000 pages of music at 3 cents, \$30.00; lot of music, \$2.50; page 53, India ink, crayons, etc., \$6.00; page 27, 11 Simpson's Euclid, 60 cents, \$6.60; page 66, lot of maps of Kentucky, \$5.00; 1 map Ancient History, \$4.00; 3 maps Celestial Scenery, 50 cents, \$1.50? Answer: They are so charged.

Question 77: On Brown's invoice to self, taking account of stock, February 1st, 1849, are there charged, page 54, 12 hundred almanacs, \$2.06, \$24.72; page 67, music, \$1.00; page 66, India ink, \$2.00; page 65, lot of maps, \$10.50; page 31, 11 Simpson's Euclid, 60 cents, \$6.60? Answer: They are so charged.

Question 78: On Brown's invoice to Goodloe, taken 1st March, 1850, are there charged, page 90, 4,500 almanacs, per hundred \$2.00, \$90.00; page 81, 1,850 do., \$2.25, \$41.62; page 77, 6,700 pages of music, 3 cents, \$200.00; 1,581 do., 3 cents, \$47.43; page 72, 11 Euclids, 22 cents, \$7.92; page 41, 14 cakes India Ink, 25 cents, \$3.50; 3 do., 20 cents, \$1.60; 43 do., 15 cents, \$6.45; page 93, 5 Celestial maps, 50 cents, \$2.50; 6 do. Kentucky, \$5.00, \$30.00; 1 map Ancient History, \$4.00; 1 map 17th Century, 45 cents? Answer: They are so charged.

Question 79: Did I invoice in my own hand, from page 20 to 34 inclusive, and give the cost in letters, leaving for your father to give the cost in figures, and make the extensions—just having received the mark? Answer: You did.

Question 80: Are there any mistakes in invoice from 29th to 34th page? Answer: In casting my eye over the pages referred to, I see no mistakes.

Question 81: Are there thirty-two entries of novels on the invoice, two of music, another of almanacs? Answer: There are thirty-two entries of novels, and more too, I think; and there are twenty-six entries of music and two of almanacs.

Question 82: In J. H. Brown's statement, he says, "We agreed to invoice books, from the marks in the books;" are Martin's Colonies marked in the book to cost 50 and 55 cents, Robinson's Researches \$5.00, and Upham's Mental Philosophy marked in book to cost \$2.50; and are they invoiced to me at \$2.00; and did not Martin's Colonies cost 37 cents per volume, and Robinson's Researches \$4.00? Answer: Martin's Colonies are marked to cost 50 and 55 cents, and they did cost  $37\frac{1}{2}$  cents per vol.; Robinson's Researches are marked \$5.00, and were valued at that price by Dean and Marshall; Upham's Philosophy cost \$1.50, and are charged at \$2.00.

Question 83: What did the 1850 almanacs cost per hundred on page eighty-one, that you charge me \$2.25 per hundred for? and how many almanacs did you buy for that year, and what number did you generally sell annually? Answer: They cost \$2. We bought 3,060 for the year to which you refer. I have no means at present for knowing what number we sold per annum.

Question 84: How many almanacs did you print for 1849, and what did they cost you? You charge me \$2 per hundred for 4,500 almanacs. How many did you sell to Bodley? Answer: We printed 9000 almanacs for the year to which you refer, and according to a calculation you and I made, they cost \$1,98. I sold Mr. Bodley 3000.

Question 85: In your father's statement, he says that the books taken out of his library were put in the bookstore, eighteen months before I took possession: refer to your blotter and see if your father is not credited with Webster's Dictionary a few weeks before I took possession? Answer: He is not credited with one at \$6, but is credited with one at \$7, on the 21st February, 1850, only a week or ten days before the store was transferred to Mr. Goodloe. This occurred in the following way: On the 10th January, 1850, John H. Brown is charged with one Webster's Dictionary, quarto, \$7. Some customer came in and wanted the book; it was sold to him, and John H. Brown was credited by it at \$7.

Question 86: When you took account of stock, February 1st, 1849, did you invoice the stock at original cost? Answer: That was in part the principle, and in part the object was to find the value of the stock.

Question 87: In taking account of stock that you took February 1st, 1849, is the music charged at original cost? Answer: It was not; it was valued and guessed at, and set down at \$100.

By J. H. Brown.—Question 88: Judging from sales in bookstore in January and February, 1850, would not the stock probably have been reduced to \$6,000, if sales had been continued to 1st of May, which the contract called for previous to any change therein? Answer: We advertised to sell for cost, ten per cent. after the 1st of January, 1850, and the sales

were very much increased; and if they had continued as good up to the first of May, I have very little doubt but that the stock would have been reduced to about \$6,000.

Question 89: Have you any knowledge of any advantage attempted to be taken of Col. Goodloe by me in the mode of invoicing the stock?

Answer: I was present all the time the invoice was being taken, and I saw no attempt on your part to take advantage of Mr. Goodloe.

Question 90: What amount of purchase do the bills of invoice show to have been made between the sale and delivery of the bookstore to Colonel Goodloe? Answer: Between \$400 and \$450.

Question 91: What was the character of the works purchased generally during that period? Answer: Many books were purchased to fill orders, and a large portion of the purchases were school-books and light literature, which were ordered at Mr. Goodloe's request, that we would not permit the stock to run down too low; and there were some law and medical books ordered to supply the students who were attending the lectures.

Question 92: Did, or not, Col. Goodloe request you to keep up the stock, particularly the books used in schools, so as to retain the custom of the house? Answer: He did.

Question 93: Did you, or not, believe it was Col. Goodloe's interest to take possession of the bookstore in March rather than in May; and if so, why? Answer: I did think it was to his interest to take possession as early as possible, for, as we were not opening any account for the year 1850, many of the customers of the store were buying elsewhere.

Question 94: State what passed between Col. Goodloe and myself in your presence in relation to his engaging you to continue in the bookstore after the transfer to him? Answer: After the sale of the bookstore was made, Col. Goodloe stated to you that, as he was ignorant of the book business, he would have to employ either Harvey Brown or myself, and you stated that he had better have my services, as I understood the book business better than Harvey Brown; at the same time telling him that Harvey was a better clerk and understood business generally better than I did.

Question 95: Mr. Griswold says in his deposition, Brown's stock sold Goodloe purported to have been purchased at trade sale and other places; what proportion of the stock do you suppose was purchased at trade sale? Answer: I have no accurate knowledge on the subject at this time; but, from a partial examination of the invoices, and from what I remember of the trade sale purchases, I would suppose that not much more than a third of the stock was purchased at trade sale.

Question 96: Mr. Griswold states that books which Marshall sold Brown were invoiced at valuation, agreed upon between Marshall and Brown; were you a clerk in the house at the time the account of stock was taken, February 1st, 1848, under which I purchased afterwards? if so, state what you know in regard to the taking of that invoice. Answer: I was a clerk in Marshall's store, and assisted in taking the account of stock of February 1st, 1848, under which you afterwards purchased the stock. Mr. Griswold is mistaken, as to a portion of the stock being invoiced at valuation, agreed upon between Marshall and Brown. The invoice was taken merely as on account of stock, and not with a view to a sale, and you purchased the stock as taken in that invoice, several days after the invoice was taken. Mr. Griswold was not present at the taking of the account of stock, February 1st, 1848.

Question 97: What reason was assigned by me to Colonel Goodloe, in your presence, for the insertion of your name rather than mine in the note at the end of the invoice of Brown to Goodloe, making provision for the correcting of errors? Answer: You gave as a reason for inserting my name in the note providing for the correction of errors, that I was better acquainted with prices of books than you, I could more readily correct any errors that might appear in the invoice, and that I was better acquainted with the stock of books than you, you not having paid attention to the minutiae of the business.

Question 98: Do not the different volumes of Putnam's edition of Irving's Works cost different prices; and if so, why? Answer: They do; and it is occasioned by some of the volumes having maps in them, which render them more costly.

Question 99: What was the amount of Mr. Goodloe's importations from March 1st, 1850, to February 1st, 1851? Answer: About \$12,000. This information I gained by an examination of Mr. Goodloe's invoices, which I was instructed to make by the committee of Webb Encampment, whilst they were taking evidence in the case of Goodloe *versus* Brown.

Question 100: What amount of the above stock of \$12,000 did Mr. Goodloe have on hand February 1st, 1851, as shown by his account of stock taken at that time? Answer: \$5,270.36.

Question 101: What amount of stock purchased of Brown had he on hand February 1st, 1851, as shown by account taken at that time? Answer: Upon examination of the invoice referred to, I find no date to it. It follows immediately after the one dated February 1st, 1851, and amounts to \$4,738.60. It is admitted by both parties as evidence in this case, that the invoice, the amount of which is given in the above answer, as \$4,738.60, and which begins with the heading "B, Books still on hand," and which, with permission, I have marked "2 2," is an invoice of "Brown's Books still on hand," and that it was taken immediately following the preceding inventory of stock taken February 1st, 1851. It is a part of the admission, but that there were other portions of the stock, (which had been sold by Mr. Brown to Col. Goodloe,) which were in other markets on commission, the amount of which at present is unknown.

Question 102: What was the amount of Col. Goodloe's sales from the first of March, 1850, to the middle of May, 1850? Answer: The amount of Mr. Goodloe's sales and amount of stock sent out on commission for the time above specified was about \$3,303.00.

Question 103: By a comparison of the invoices of Marshall to Brown, and of eastern invoices to Brown, with the invoice of Brown to Goodloe, do you not find that Brown charges Goodloe less for some books than they cost Brown? Answer: I do, and herewith offer the following as illustrative of the fact:

## BOOKS UNDER-CHARGED.

PAGE	<i>Marshall to Brown.</i>	PAGE	<i>Brown to Goodloe.</i>	
1	Townsend's Testament, \$6.66	1	Towsend's Testament, \$4.50	
60-64	Glory of America, .54	6	Glory of America, .53	
5	Margaret Percival, 1.12	5	Margaret Percival, 1.10	
98	Thos. Copperthwait's	94	Abercrombie's Philos., {	
	Ces. Bill of Apl., 48, } .37			.27
	Abercrombie's Philos. } .42			.08
15	Kitchen Gardener, .40	2	Kitchen Gardener, .27	

PAGE Marshall to Brown.		PAGE Brown to Goodloe.	
15	Clatter on Cattle, .25 and .40	14	Clatter on Cattle, .15
	" Coit's Puritanism, 1.12 $\frac{2}{3}$	23	Coit's Puritanism, 1.10
15-16	Farmer's Dictionary, 1.25	2	Farmer's Dictionary, 1.20
14	Davis' Sermons, 1.12	2	Davis' Sermons, 1.10
23	French Cookery, 1.25	4	French Cookery, .65
33	Classical Library, .36	57	Classical Library, .33
38	Griffith's Med. Botany, 3.00	60	Grif. Med. Bot., 2.90 and 2.75
48	Camera Obscura, 10.00	64	Camera Obscura, 8.00
52	Maps of Mexico, 12 $\frac{1}{2}$	49	Maps of Mexico, .10
53	Paurt Sancus, .12 $\frac{1}{2}$	41	Paurt Sancus, .08
58	Hoblyn's Dictionary, .87	59	Hoblyn's Dictionary, .60
	Davidson's History—see		
	R. Carter's Bill Apl.,	Davidson's History,	1.00
	3d, 1848, 1.31		

Question 104: Upon a comparison of Brown's invoice to Goodloe, and Goodloe's account of stock taken February 1st, 1851, purchased after my sale to him, as above alluded to, do you not find that Brown charged Goodloe less for the same books than Goodloe paid for them in a subsequent purchase? Answer: I do, and offer the following paper:

PAGE Brown to Goodloe.		PAGE Goodloe's Invoice, Feb. 1851.	
54	Lovell's U. S. Speaker, \$0.56	1	Lovell's U. S. Speaker, \$0.62 $\frac{2}{3}$
	" Butler's Grammar, .23	1	Butler's Grammer, .25
	" Abercrombie's Philos., .35	2	Abercrombie's Philos., .40
26	Silliman's Chemistry, .63	1	Silliman's Chemistry, .65 $\frac{2}{3}$
27	Pinnock's School Series, .50	2	Pinnock's School Series, .56 $\frac{1}{2}$
42	Story's Bailment, 4.00	25	Story's Bailment, 4.40
42	Hothouse Dictionary, 1.50	26	Hot House Dictionary, 1.60
46	Leverett's Lexicon, 3.40	26	Leverett's Lexicon, 4.00

Question 105: On a comparison of Marshall's and other invoices to Brown, and Brown to Goodloe with Griswold's valuation, do you, or not, find some books greatly reduced by Mr. Griswold? Answer: I do, and offer the following:

	PAGE M. to B.	PAGE B. to G.	PAGE J.G.'s val.	
Townsend's Testament,	1 6.60	1 4 50	1 3.00	\$2.40
Channing's Works,	6 3.50	16 3.50	16 2.25	1.80
Janish on Chest,	17 3.72	4 3.72	4 2.75	2.20
Glory of America, 68 and 64	.54	6 .53	.25	.20
Irving's Works in	} 1.10	4 .83		
Moore & Co.'s bill,			4 .83	.67
Jan. 4, 1850, charged at 94, }		1.10		

Question 106: Papers marked B, C, D, E, F, are pages 219, 220, 221, 222, 223, respectively, have been filed by Col. Goodloe in his testimony as containing a list of articles for which no invoice has been furnished; what statement have you to make in regard to these papers? Answer: In regard to paper B, I can state, that for some of the items I have furnished a bill at the time Goodloe and myself were examining the invoice for correction; that it is impossible to furnish bills for many of them, owing to the way in which Mr. Marshall's invoice is taken, many items being charged in lots; also some of the items have been voluntarily corrected by me when Goodloe pointed out an error. Paper C is a list of books for which no

bill can be furnished, as I have stated to Goodloe, from the fact that the books were first brought here in pamphlet form, and as they were valuable books they were after a time sent back to the east to be bound, and that the bill for binding was made as a lot of binding, and not for each book; when they came back the cost of binding was ascertained as nearly as possible on each book, and that added to the original cost, and they were so marked. Paper D is a list of articles for which it would be next to impossible to furnish a bill, from the fact that when you find a bill of the right cost it would be impossible to identify the article; it is a list of note-paper, etc. The same answer will apply to papers E and F, referring to cards, inkstands, and blank-books.

Question 107: What have you to say in relation to paper G, page 224, containing a list of errors marked in Mr. Brown's handwrite, in reference to the Tract Society, (included in brackets,) which he admitted, and on which the arbitration did not allow me anything, and for which Mr. Brown has made no allowance? Answer: It was admitted before the arbitrators that there was an error in relation to the Tract Society books; they were charged at the gross, and should have been charged at the net price, by deducting  $7\frac{1}{2}$  per cent. from the gross price, and I had supposed that the arbitrators had made provision for the correction of the error. In reference to the Tract Society books, in paper G, page 224, which was admitted as an error before the arbitration, and which they failed to embrace in their award, Mr. Brown admits that the error ought to be corrected, and holds himself responsible to Col. Goodloe for the amount involved, as shown by the above testimony.

Question 108: Have you any information in regard to paper H, page 225? Answer: Paper H is identically the same list of books as paper G. With regard to the engravings spoken of, Goodloe is mistaken; I did not buy them for my room, but for the store, to be placed in the windows.

Question 109: Have you any information in regard to paper I, page 226, and paper K, page 227? and do not books sometimes bring much more at trade sale than they do at others, depending very much on circumstances? Answer: Papers I and K refer to a lot of books which Goodloe had sold in the Cincinnati trade sale, and which he (Goodloe) has introduced to show that the stock bought of Brown would not bring cost at trade sale. I would state, that upon examination of papers I and K, I find that the books sent were mostly school-books out of use, and medical books which had been supplanted by better works on the same subject, which was not a fair average of the stock by any means; and then the Cincinnati trade sale was not, I think, the best place to sell them; as many merchants do not attend there as Philadelphia and New York, and then the prices of books vary very much at different trade sales, and some judgment should be exercised as to the time of having the sale made.

Question 110: At the time of my purchasing the bookstore, February 1st, 1848, what was your age? Answer: I was not quite eighteen years old.

Question 111: Did you ever state to any one that the bookstore was yours? Answer: I have no recollection of having stated to any one that the bookstore was mine, but I may have done so, as any young man in business will speak of our house or our store.

Question 112: You are shown in Encampment documents, Brown's defense vs. Goodloe, charges, page 28 in pencil, which purports to be the



cost mark and the sale mark used by Col. Goodloe in his bookstore as follows: Mark used by Col. Goodloe in his bookstore, the upper line being the cost mark and the lower line the sale mark:

G O B L U X D A Y F  
1 2 3 4 5 6 7 8 9 0

C E N T A M H I V S

Will you state whether these are the cost mark and the sale mark so used? Answer: At the request of the committee I furnished that statement in the Encampment testimony, it being correct.

Question 113: On examination and presentation of the account books, used from the time of the purchase of Marshall up to the sale to Mr. Goodloe, do you find any evidence of any error in the account of N. B. Waller? Answer: His account is settled in full "by cash;" no evidence of mistake is to be found on the books. No other account was ever opened against N. B. Waller; the one exhibited before the commission being the only one he ever made.

Question 114: Did you, at the time you settled with the Rev. Mr. Foreman for insurance stock, which he purchased of me, say to him that we claimed the dividend of November, 1849? Answer: I understand that in his testimony before this body Mr. Foreman says, that I told him at the time he settled with me for the insurance stock, that we claimed the dividend for November, 1849. I will not contradict this statement, as I have no recollection of what transpired at that time, and I have all confidence in what Mr. Foreman states; but if I made such a remark it must have been done jocularly, as it was in the month of November (he says) when we settled, and I suppose that everybody knew there was no dividend at that time.

Cross-examination.—Question 115: When did you give Col. Goodloe your private mark of your books? Answer: I do not remember exactly when, but before we commenced taking the invoice.

Question 116: Had Goodloe any means of knowing the original cost or value of your stock of books, except as shown him by you and your father? and did he, or not, take any judge of a stock of books into the bookstore to examine the stock for him, and if so, state who it was? Answer: Mr. Goodloe had no means of knowing the original cost of books except through my father, Harvey Brown, or myself, until he received the cost mark, then he could tell for himself. I do not know of his bringing any one to examine the stock.

Question 117: You have stated that you assisted Marshall in taking the invoice under which your father bought, and that it was taken at original cost as exhibited by the mark in the books, will you examine lot of novels and cheap publications, amount at full retail \$325, and say whether it was not invoiced at half price, in Marshall's invoice to Brown? Answer: The charge referred to is so made, but as novels and cheap publications are never marked, but have the printed sale price on them, I do not exactly know what the original cost was.

Question 118: Will you examine, on page 66 of Marshall's invoice to Brown, the items 4,460 pages of music at two cents per page, and state whether that is invoiced at original cost or at valuation? Answer: I do not know certainly that the music was charged at original cost; it may have been received from Skillman at that price; it was not marked, and as I had not been long in Marshall's store, I do not certainly know what it cost.

Question 119: Did you ever buy new music at two cents per page, and what is the usual price of music per page? Answer: I have no recollection of ever having bought new music at two cents; we usually bought music in Cincinnati, where the price is three cents for Cincinnati music, and four cents for eastern music.

Question 120: You have stated that many of the errors made against Goodloe, were caused by having no fractional mark; will you examine the list of errors against Goodloe as shown by the award of the arbitrators, amounting to \$619, and state how many of them are made by want of a fractional mark? Answer: I can not state certainly, as I do not now remember the price of all the books, but there are some, I think, occasioned in the way referred to.

Question 121: Is not the amount occasioned in this way very trivial? Answer: Of necessity it is.

Question 122: You say in your deposition before the Encampment, that the copy of Robinson's Researches charged at \$5.00, is not the copy which Goodloe says he finds charged at \$4.00; if so, why did you reduce the price to \$4.00? Answer: When I commenced correcting the invoice with Goodloe, my father told me to correct all errors, and when there was any doubt to give Goodloe the benefit of that doubt. In this case Goodloe contended that, as the books were valued by Dean and Marshall, it ought to be reduced; so I consented to reduce it, there being no precedent for \$5.00.

Question 123: Will you examine the charges, page 81 Brown's invoice to Goodloe, of 1,850 almanacs for 1850, and state whether, or not, you do not believe the charge to be a mistake? Answer: I did not count the almanacs for the year 1850 and do not know whether it is correct as to the number of almanacs or not; Benjamin Johnson counted them and reported the number.

Question 124: On page 5, Rev. John H. Brown's pamphlet entitled, "To the Public," it is stated, my sale to Goodloe was the same in substance as Marshall to me, and Skillman to him of the same bookstore, and the whole stock on hand passed from Skillman to Marshall and from Marshall to me. Will you state whether, or not, the almanacs for 1846 and 1847 were charged to your father? Answer: I think they were not; I suppose that Mr. Marshall did not consider them as stock.

Question 125: D. S. Goodloe charges your father, in his pamphlet, with invoicing to him eight packs of visiting cards at 83 cents per pack, while he had only bought four packs at 83 cents per pack. Will you state whether, or not, you had bought any more, and if so, from whom? Answer: There was a bill found for four packs at 83 cents; when and from whom the others were bought I do not recollect at this late date. Others, doubtless, were bought, though I do not recollect it, or they would have been in the store, and marked to cost that price.

Question 126: Will you state whether, or not, the India ink was counted by you and taken down on a slip of paper, and copied into the invoice by J. H. Brown? Answer: According to the best of my recollection at this time, it was so taken.

Question 127: State whether, or not, you ever bought any India ink save that you bought of Marshall, if so, from whom, and what was the cost, and what was the retail price of India ink? Answer: I do not at present remember to have bought any India ink, but may have done so. I have no recollection of the cost and selling price.

Question 128 : Will you refer to your books and state how much India ink was sent to Danville, what price charged at, and how much returned ?

Answer : We have no books that will give the information desired.

Question 129 : Did, or not, your father make the following entry in the invoice from Brown to Goodloe : one Smith's Virginia, defective, 80 cents, and was, or not, 80 cents the original cost ? Answer : The entry referred to is in the handwriting of John H. Brown. It was made just as I gave it out ; the book was marked to cost 80 cents.

Question 130 : In Rev. J. H. Brown's pamphlet it is stated in substance, that the invoice was taken on slips of paper and transferred to the invoice-book, except the first 29 pages, which were taken while he was in the store. State whether, or not, the invoice was taken on slips of paper ? Answer : When we commenced taking the invoice J. H. Brown clerked and I called off ; Goodloe tried to act as clerk, but being unable to do so, on account of his ignorance of the names of the books (not being able to spell them correctly,) it was a very slow business, and after a few pages had been taken in this way, it was abandoned, and the rest was taken in small blank-books and transferred to the invoice-book by J. H. Brown.

Question 131 : Examine the blank-books before you, and state whether, or not, they contain a portion of the invoice of Brown to Goodloe in your handwriting, and were not the items copied from those blank-books into the invoice book by your father ? Answer : Upon examination I find that they are in my handwriting, and I suppose that they were transferred into the invoice by J. H. Brown.

Question 132 : Examine the list of articles on paper marked O, [See *Appendix*,] copied from the blank-book, as invoiced by you, and copied into the invoice by your father ; and state whether, or not, the list does present a true copy from your blank-book and the invoice, and if not, state wherein they differ ?

Answer : Upon examination of paper O, as presented to show that there is a difference between the blank-books in which the account of stock was first taken and the invoice, I find that there are differences existing of the following kind : When I invoiced the books in the small blank-books, in some instances I took a number and added the several costs together. When J. H. Brown came to affix a price to each, they were invoiced a little more, because of fractions, (for half cents were not introduced into the invoice except in rare instances, and if the amount was small it was never done,) and I find that the amount was very small in the instances referred to. Again, errors occur by Mr. Brown taking an item from the blank-book and when he came to put the price to it he would take it from the line above or below the one on which the item was charged, thereby causing the mistake. This would easily occur, as the writing given J. H. Brown to copy from was very roughly done, and without regard generally to neatness. Again, there are what Mr. Goodloe calls errors of this kind : half a ream of paper is charged \$1.75 ; Mr. Goodloe contends that it ought to be reduced 88 cents, as the charge is for a half-ream ; I do not recollect now whether the charge was "by the ream" or whether it was by the half-ream. Of others, again, I am unable to say whether the entries referred to in paper O are the same in the blank-books and in the invoice. There are others, small errors, for which I am unable to account. There is one error occasioned by J. H. Brown's mistaking a figure 3 for a figure 8 (I have no doubt.) This error makes a difference of \$4.15, and all the other errors

added, I think, would not be so much. So far as the paper O purports to be a copy of the original blank-books and of the invoice, it is correct.

Question 133 : Examine list of articles on paper P, [see *Appendix*] taken from your blank-books, and state whether, or not it presents a true copy, first, as taken down in your blank-book ; second, as copied by your father into the invoice ? Answer : Paper P is a true copy.

Question 134 : Did you and your father invoice articles to Goodloe in lots, in his absence, thereby leaving him without any means of detecting any errors made in that way ? Answer : I, no doubt, invoiced articles in lots, during Goodloe's absence, but as to the fact of my father's doing it, I can not say with certainty.

Question 135 : State the amount of new stock that was added to your assortment from January 10, 1850, to March 1st, 1850 ? Answer : About \$160.

Question 136 : State amount sales in your bookstore from November 10, 1849, cash and credit, giving each month separately, to March 1, 1850, and state whether, or not, your books were regularly balanced ? Answer : Sales from 10th of November, 1849, to 1st of March, 1850, are as follows :

For November, 1849, cash,	\$350.00 ;	credit,	\$750.00.
“ December, 1849, “	550.00 ;	“	850.00.
“ January, 1850, “	950.00 ;	“	430.00.
“ February, 1850, “	530.00 ;	“	195.00.

This is within a few dollars of the amount in each month. The books were not balanced regularly.

Question 137 : You have stated in your testimony given before a committee of Webb Encampment, that you sold, a few weeks after Goodloe took possession of the bookstore, a work-box that cost \$3.50, or \$400, for \$7 ; to whom did you sell that box, and did you sell that box at that price by Col. Goodloe's direction ? Answer : I sold the box to Miss Patterson. I had no special direction to sell that box at that price.

Question 138 : Was Miss Patterson a grown young lady at the time the box was sold ? Answer : Miss Patterson was a young lady who had attended a boarding-school. I do not know her age at the time she bought the box.

Question 139 : State whether, or not, the list of books presented by you to show that Brown charged Goodloe less than Marshall charged Brown could not have been bought for less than Brown charged Goodloe, and did you not present a list including the same books, etc., before the arbitrators, and when assailed by Goodloe did you not withdraw that list, and was a single item on that list allowed your father by the arbitrators ? Answer : I do not remember the prices of books sufficiently well to say whether they could be bought cheaper than Brown sold to Goodloe. The list is in part the same list presented by me before the arbitrators, but was not withdrawn because Goodloe assailed it. I stated to the arbitrators, that it was a list of under-charges that I had found, and that I did not present it with a view to have it considered in their award, but merely to show that there were under-charges. My father was not present at the time the list was withdrawn.

Question 140 : Refer to your bill, and see what you paid for the 9000 almanacs you published for the year 1849 ? Answer : In my testimony given before Webb Encampment, I stated the almanacs, according to a calculation made by Goodloe and myself, \$1.98 per hundred. I have not

all the bills included in the cost of the almanacs, and therefore can not make another calculation.

Question 141: Examine the invoice from Brown to Goodloe, and state whether, or not, the articles invoiced from 72 to 75 page, are in J. H. Brown's handwriting? Answer: It is.

Question 142: Is it not usual in taking an invoice first to write down the quantity, then the price of an article? Answer: It is generally done in that way, but sometimes I have given out the name and price of a book, and while the clerk was writing, I would ascertain the quantity, and then give out the number.

Question 143: Examine the four entries on page 74, as follows:

$\frac{1}{2}$	ream unruled Letter, lot	\$1.25,	\$1.25:
$\frac{1}{3}$	" Post,	" 1.00,	1.00;
$\frac{1}{3}$	" Blue,	" 1.25,	1.25;
$\frac{1}{4}$	" French,	" 1.75,	1.75;

and state whether, or not, the insertion of the word lot does not make the entry unusual, and increase the amount of the entry, and was, or not, the word "lot" inserted with a different pen from the balance of the entry?

Answer: The entries to which you refer are made just as the entries to paper are usually made, with the exception of the word "lot," and I think it means there were some broken quires put in, and the quantity of paper increased. I reason thus from the place in which the entry appears in the invoice. I would suppose that a good portion of the page referred to was an invoice of the paper which was kept for retail purposes, and therefore the reams were very much broken. The word "lot" is written in rather a finer hand than the other, as though it might have been written with a different pen.

Question 144: Examine the list of articles, paper Q, [See *Appendix*,] taken from blank-book, written in pencil by your father, and copied by himself into the invoice, and state whether, or not, that paper presented a true copy; and state whether, or not, the arbitrators reduced the parchment \$4, and the engravings \$5? Answer: Upon examination of paper Q, I find that the entries referred to in pencil, and those in the invoice, both written by John H. Brown, are correct, and that the articles are charged at the same price. I do not know whether the arbitrators reduced the articles referred to or not.

Question 145: Examine G. W. Lord's bill, March 27, 1850, and state whether, or not, D. S. Goodloe did not buy 52 copies Irving's works at 80 cents per volume, and Prescott's Mexico at \$4.65, and of Bangs & Brother's perforated boards, fine, at \$1.20 per dozen? Answer: They were so bought.

Question 146: Does not the invoice show that there was over \$2,000 worth of stock invoiced up stairs by you and Benjamin Johnson that Goodloe never saw while you were invoicing, including the old maps, almanacs, congressional documents, and two old odd volumes of Rees' Encyclopedia belonging to the Lexington Library? Answer: The stock up stairs amounted to \$2,000 about. I do not remember, but Mr. Goodloe may have seen it; if he did it was for a short time. The congressional documents were not up stairs.

Question 147: What were about the gross profits made on sales while you were clerking for D. S. Goodloe? Answer: I do not recollect what stock was sold, and therefore can not with any certainty say.

Question 148: What were the gross profits per annum while you were in business? Answer: I never calculated closely the profits of the business, but would suppose they were between \$4,000 and \$5,000.

Question 149: On page 13 of Rev. J. H. Brown's pamphlet, "To the Public," it is stated more than \$3,000 of stock was sold before Gilbert entered the bookstore of Col. Goodloe, and how did Griswold value that? Examine D. S. Goodloe's day-book, and state whether, or not, Mr. Gilbert did not make entries in it on the 12th day of May, 1850? Answer: There are two entries in Gilbert's handwriting on the day referred to.

Question 150: Examine Goodloe's books as left by yourself, and state what the sales were from March, 1850, to April 1st, 1850; from April 1st, 1850, to May 1st, 1850; from May 1st to May 12th, 1850? Answer: Goodloe's books were kept but a short time by myself, and then with the understanding that I was to give them up as soon as he could get a clerk. Goodloe's books show that his sales for March, 1850, were \$655.56; for April 1st, 1850, \$1,178.98; from the 1st to the 12th of May, 1850, \$1,205.14.

Question 151: State whether, or not, D. S. Goodloe went east to make purchases a few days after completing the invoice of bookstore; had he not returned by April 3d, 1850, as shown by his entry on the day-book? Answer: Shortly after the invoice was completed D. S. Goodloe went east. I do not remember when he came back; there is an entry on his day-book in his handwriting on April 3d.

Question 152: Did you not order books from Cincinnati, during Goodloe's absence east? Answer: I do not remember, but have no doubt but I did.

Question 153: Examine paper R, being a list of articles amounting to \$773.50, taken from the gross credit sales of Goodloe from March 1st, 1850, to May 12th, 1850, and state whether, or not, the items on said list were a part of the old stock sold by Brown to Goodloe? Answer: I can not say whether all the books were bought by Goodloe of Brown, or not; Several of them I know Goodloe bought east to fill orders; some of them again are books that we usually kept in the bookstore, and I do not know whether the old ones were of Goodloe's importation or not.

Question 154: Do you not know that the items amounting to \$455.37, of law books sold to O. Anderson, was not in the stock sold by Brown to Goodloe? Answer: I know that Goodloe ordered a large lot of law books for Col. Anderson, and the item to which you refer is the charge of those books. I think, however, that a few of the books that Anderson wanted were in the house at the time the store was transferred to Goodloe by Brown; but they comprised but a small portion of the bill.

Question 155: In view of all the facts now before you, relative to amount of sales before Gilbert entered Goodloe's bookstore, was there more than \$3,000 worth of stock, bought of J. H. Brown, sold before Gilbert entered Goodloe's bookstore? Answer: Goodloe's account book show his sales to be \$3,039.68, for the two and a half months after the transfer, and previous to Gilbert entering the bookstore; and some portion of this, as has already been shown, was from the new importation.

Question 156: In list of books presented by you, as books that J. H. Brown charged Goodloe less than Marshall charged him, you instance Clater on Cattle and Farmer's Dictionary, as a book charged Goodloe for less than you paid for them. Examine the six Clater on Cattle and two

Farmer's Dictionary, and state whether, or not, they are marked to cost same you charged Goodloe? Answer: The six copies of Clater on Cattle are marked to cost 15 cents, and the two copies Farmer's Dictionary, \$1.20, just what they are charged to Goodloe at. There may have been others charged to him at 15 cents which cost more, and my impression is that Marshall charges Brown more copies than Brown charges Goodloe with.

By Rev. J. H. Brown.—Question 157: What was the character of the books kept up stairs? Answer: There was a number of school-books kept up stairs in quantities, and any other books which we had more than there was any present use for, we merely keeping a few down stairs in the store for samples, and for sales in small quantities.

By same.—Question 158: Did you, at the time of taking the invoice, say to Mr. Goodloe, that out of date United States almanacs, and similar statistical works, would often sell for \$4.00 or \$5.00, to fill up sets, and that many of the old books were out of print and would bring fine profits? Answer: I never made any such statements to Mr. Goodloe concerning the prices the stock to which you refer would bring.

By same.—Question 159: Does not Mr. Skillman's invoice to Marshall show a large lot of music at 2 cents per page? Answer: Mr. Skillman charges Marshall with 5,500 pages of music, at \$100, being a little less than 2 cents per page.

By same.—Question 160: Was it not after the arbitration that I published my pamphlet in reply to Mr. Goodloe's, and did I not, during the arbitration, through my counsel, [waive] the almanacs for 1846, 1847, 1848 and 1849? Answer: Your pamphlet was published after the arbitration, and during the arbitration you instructed your counsel not to contend for the old almanacs.

By same.—Question 161: At the time the almanacs for 1846 and 1847 were charged to Mr. Goodloe, did you not believe that Marshall had charged them to me? Answer: I did.

Question 162: Do not fancy articles bring a better profit ordinarily than books? Answer: Fancy stationery, such as we kept in the bookstore, bore a much better profit than books generally did. Fancy stationery includes all fancy articles, such as work-boxes, perfumery, knives, etc.

Question 163: Were not the small blank-books, in which articles were taken down to be copied into the invoice, returned to the store with the invoice and left with Mr. Goodloe? Answer: After they were copied into the invoice they were left at the store.

By Dr. Bullock.—Question 164: In the suit of Goodloe against Brown, in the Fayette Circuit Court, did you not testify in regard to the city tax upon the bookstore, and what was your testimony upon that subject? Answer: I was a witness in the suit of Goodloe against Brown. I testified that Goodloe paid the city taxes between him and Brown. I was summoned as Brown's witness.

By same.—Question 165: Were not other items connected with the sale of the bookstore, such as rent, etc., involved in that suit? and did you not pay the judgment recovered by Goodloe by your own check? Answer: The suit was brought by Goodloe against Brown for the amount of an account which Brown refused to pay unless some of the items were withdrawn, and Goodloe refused to receive unless it was paid in full. There was an item of rent in the account. I gave my father's counsel a check, so that he might pay the account as soon as judgment was given. My

father was absent at the east at the time the suit was tried in court.

By same.—Question 166: Were not all the extensions and additions in the invoice made by your father, and did he not retain possession of it until the notes were given? Answer: The additions and extensions were made by my father. I do not know as to his keeping the invoice until the notes were given. My impression is that it was in the store all the time Goodloe was east.

By Dr. Breckenridge.—Question 167: State your relationship to the Rev. John H. Brown, your age at the time the book business was commenced in your name, and how long it continued under that name? Answer: John H. Brown is my father. I was not quite eighteen years old when the book business was commenced in my name, and it was so continued about two years.

By same.—Question 168: State what, according to your own judgment, would be the opinion which the community in general would take up as to the ownership of the bookstore, from the manner in which the business was carried on during the period alluded to above? Answer: I suppose those persons unacquainted with me would suppose that the bookstore was mine, from the fact that the business was carried on in my name. Those persons who knew me and my father would suppose that it was owned in partnership, or that I had an interest in the business.

By same.—Question 169: Was the general manner in which the business was conducted in your name done with the knowledge and approbation of your father; were the funds embarked in the business furnished by him; and was he privy to the constant acts of apparent ownership exercised by you? Answer: My father was aware that the business was carried on in my name. He furnished the funds for purchasing the stock. He was privy to the acts of ownership by me, so far as business in general was concerned.

By same.—Question 170: Have you any knowledge of your father having set up any claim to the bookstore during the period that it was carried on in your name, in such a public, formal and constant manner, that the community at large, or the dealers at the store in particular, would be likely to take notice of in the common course of business? Answer: I had no such knowledge.

By same.—Question 171: State on how many occasions, and before how many different tribunals you have been called on to testify as a witness in behalf of your father, and state what tribunals they were, touching your interest in the bookstore, and what was the substance of your testimony as to the point of your interest? Answer: I was a witness before the arbitrators, and the question relative to my interest in the bookstore was asked. My answer was that I had no interest. And again, before this body the question came. I do not remember whether the question was asked me when the suit between Goodloe and Brown was tried. Upon examination, I find no question of my interest was asked me in my testimony before a committee of Webb Encampment. It was probably proven to them what I had testified before the arbitrators on that subject.

Question 172: Had you attained your majority, or were you still a minor when you testified before the arbitrators? Answer: I wanted two months still of attaining majority at that time.

Question 173: Had the fact of your minority at the time you were carrying on that bookstore, any bearing in your own mind upon the question of your interest in it, or if you had been of full age at that time, and the



same state of facts had existed, would you have still supposed that you had no interest? Answer: The fact of my minority had no bearing upon my mind upon the question of interest, and under the same circumstances, though I was of age, I would suppose I had no interest.

By same.—Question 174: Were you aware before Mr. Foreman called to pay you for the insurance stock, which he had purchased of your father, that he had made that purchase; and if so, from whom did you get the information, and about what time? Answer: My memory serves me so imperfectly in regard to the settlement with Mr. Foreman, that I can not state from whom or at what time I was told of the purchase of the insurance stock.

By same.—Question 175: Have you any distinct recollection of your father having made a visit to Cincinnati about the time that the Synod of Kentucky met at Danville, in the autumn of 1849? Answer: I recollect that my father was in Cincinnati that fall, and I think it was in October.

Question 176: Do you recollect whether, or not, he made any purchases of stock at that time for the bookstore, and whether, or not, his health was such at that time that he could attend to that sort of business? Answer: He made some purchases for the store on that visit to Cincinnati, not amounting to a great deal. As to his health, I know that his *general health* was not good.

Question 177: Have you any recollection of having had a conversation with Rev. Dr. Bullock at that time, and about that visit of your father to Cincinnati? Answer: I have no recollection of having any conversation with Dr. Bullock on the subject of my father's visit to Cincinnati.

Question 178: Have you any recollection of having any conversation at that time with Dr. Bullock in regard to your father's absence from the Synod of Kentucky, which met in Danville in the fall of 1849? Answer: I have no recollection of having any conversation with Dr. Bullock on the subject.

Dr. Breckenridge excepts to the testimony of Mr. Dwight Brown, upon the ground that he stands related in the first and nearest degree of relationship, namely, that of son, to the person accused in this case, which relationship may affect the credibility of a witness, and by the discipline of the church, nearness of relationship makes a witness incompetent.

J. TURNER was introduced by Mr. Brown, and deposed as follows:

Question 1: Have I not been in the habit, for many years, of communicating freely with you in reference to my pecuniary plans, and do you not know, from conversations with me, that the bookstore was mine and not Dwight Brown's? Answer: You have frequently communicated with me about your business matters. I recollect that about the time you purchased the bookstore of Marshall, or shortly after, you stated to me that the bookstore was yours and not Dwight Brown's; but when your son advanced to the proper age and acquired business habits, you intended to make him interested in the bookstore.

Question 2: Have you not been acquainted with the Rev. E. Foreman for several years? do you reside in Richmond, Kentucky, and are you not an elder of the church of which Rev. E. Foreman is pastor? Answer: I have known Rev. E. Foreman about five years; I reside in Richmond. I am an elder of the Presbyterian church of which Rev. E. Foreman is pastor.

Cross-examined.—By Dr. J. J. Bullock.—Question 3: Did you not re-

cently apply to the cashier of the bank at Richmond, for a check for \$900 of the Rev. E. Foreman in favor of Mr. Brown, dated August, 1849? and did you not do this at the request of Mr. Brown, and without the knowledge of Mr. Foreman? and did not the cashier refuse to give such check or certificate until he saw Mr. Foreman? Answer: I did apply to the cashier recently, for the check referred to, and while the cashier and myself were talking about the check, Mr. Foreman stepped into the bank and I asked him if he had any objection to the cashier inclosing the check to M. T. Scott for Mr. Brown to see it, and Scott would inclose it back to him, Mr. Shackelford, the cashier, as soon as Mr. Brown was done with it. The check was drawn by Mr. Foreman in favor of Mr. Brown, and is dated in August, 1849. The cashier did not refuse to send the check, because Mr. Foreman came into the bank before the check was found.

Question 4: Did not Mr. Brown recently request you to obtain from Mr. Foreman a certificate, exonerating him from all blame in the transaction between them about insurance stock? Answer: Previous to Mr. Foreman's giving his testimony in this case, Mr. Brown inclosed to me a few lines to Mr. Foreman, stating in substance that he considered it due to Mr. Foreman to give him the opportunity of doing him (Brown) justice, in relation to the stock transaction between them; and Mr. Foreman made out a statement which I inclosed to Mr. Brown; this was very soon after Mr. Brown was said to have renounced the jurisdiction of West Lexington Presbytery, and before his return to that body.

By Dr. Breckenridge.—Question 5: State whether, or not, the communications made by Mr. Brown to you, respecting the ownership of the bookstore, were private communications made to you as personal friends? Answer: No, nothing was said about their being private. I did not so consider them.

By same.—Question 6: Are you not aware of the bookstore having been carried on publicly and exclusively in the name of Mr. Dwight Brown, and never in the name of Rev. J. H. Brown? Answer: Yes.

By same.—Question 7: Have you any personal knowledge, or did you ever hear of any open, public and formal claim being set up to ownership in the bookstore by Rev. J. H. Brown, during the time it was carried on in the name of Dwight Brown, in any such manner that the community might take notice of the existence of such a claim? Answer: I have no knowledge upon the subject, except what I received from the Rev. John H. Brown. He frequently said the store was his, and I think I heard Dwight Brown say that the store was his father's. This is all I know about the ownership of it. I have never heard of the Rev. John H. Brown setting up any formal or public claim to the bookstore.

By same.—Question 8: As far as you know or can judge, was not the business so conducted in the face of the public, as to give Dwight Brown the same credit and standing with the community which he would have had if he had been the absolute owner of the bookstore? Answer: I suppose it was. I live in Richmond, twenty-five miles from Lexington.

By Dr. Bullock.—Question 9: Is it not the custom of owners of property to list their property for taxation in their own name? and is not the listing of property in the name of a person evidence of the ownership of that property by that person? Have you not acted as sheriff? Answer: It is the custom of owners of property to list their property for taxation in their own name, or by their agents. I believe the listing of property is regarded

in law as evidence of ownership. I was sheriff in Madison in 1847 and 1848.

By J. H. Brown.—Question 10: State what periods of the year 1849 I was in Richmond, and how long I remained at your house, and what was my condition? Answer: I think it was about the 20th to 25th of June, 1849; you came to my house from the Estill Springs. You remained at my house about three weeks and returned to the Springs and remained at the Springs till some time in August. I think you came through Richmond from the Springs between the 10th and 15th August, 1849. Your health was very bad during the three weeks you staid at my house. While at my house you was under the treatment of Dr. W. N. Letcher. When you left my house to return to the Springs, I did not consider you any better than when you came to my house. I then thought it more than probable you would not recover, and that you would not live long. Your health was bad when you returned the last time from the Estill Springs.

F. G. Strahan excepts to the eleventh interrogatory of Mr. Brown on cross-examination, because he knows that Mr. Brown was in possession of such facts when he drew up and sent that question to Mr. Kemper, that the only object and effect of the question was to entrap the witness by practicing a deception upon him.

The prosecution filed as evidence, which was admitted as such, by Mr. Brown, a volume entitled "A Manual for the members of the Second Presbyterian church, in Lexington, Kentucky, compiled by Rev. John H. Brown, pastor, by order of the session. Cincinnati: John D. Thorpe, publisher, No. 12 Fourth street, 1848." So far as regards the printed matter in that volume. 2dly, and also a volume entitled "A Manual for the Second Presbyterian church in the city of Louisville, Kentucky, compiled by the Rev. E. N. Sawtell, pastor. Published by order of session. Louisville: McGinness & Little, printers. 1833." Admitted also as evidence in this case by Mr. Brown, so far also as regards the printed matter in that volume.

MR. E. D. SAYRE was then sworn, and deposed as follows:

Question 1: Were you an agent of Mr. James Weir in the transacting of business in the year 1850? Answer: I was associated with Mr. T. Dolan, both of us acting as agents for Mr. Weir.

Question 2: Have you any knowledge of any attempt on my part, to take advantage of, or overreach Mr. Weir, in the mode of calculating interest on payments for land purchased of said Weir? Answer: Mr. W.'s instruction to me when he left for Texas, was, that if Mr. Brown desired to pay any moneys on account of his notes for land, that I should credit all such at six per cent. discount. All the calculations for such sums of money were made by myself, and to the best of my knowledge there was never any person saw the calculation, and Mr. Brown paid to myself the amount I told him, and I entered the amount to the credit of James Weir, on the books of David A. Sayre; say the first sum \$15,000, and sums afterwards sufficient to make \$20,000, less the discount, and there was never a word asked me as regards the correctness of such entries, either by Weir, Sayre or Brown.

Question 3: Did I, or not, ask your permission, as agent of Mr. Weir, to use a shock of corn from each cornfield, stating to you at the time the object I had in view was to ascertain the yield of each field, so as to guide me in purchases which I wished to make at the sale, I, from my inexperi-

ence, being wholly unable to judge anything from the appearance of the shocks. And did you not grant my request, on condition that I would pay for each shock so used the same price they brought on day of sale? Answer: I did, I think, grant you permission, with the consent of Mrs. Weir, which I afterward obtained, that you should do so, to the best of my knowledge, and that you did account to me for such shocks, and paid for them.

Question 4: Which one of the agents of Mr. Weir, in his absence, mostly transacted his business? Answer: The business of the sale of Mr. Weir was exclusively transacted by myself, as well as other business left by him at the office of D. A. Sayre.

Question 5: Had you at the time of that sale any knowledge of any combination, on my part, or on the part of others, not to bid against each other for corn at the sale; and did you, as one of Mr. Weir's agents, defeat such combination? Answer: I had no knowledge of any combination, therefore none to defeat.

Question 6: When did you, for the first time, hear of such combination? Answer: When you were about forming this commission, I was told by Mr. Weir, that my name was entered as a witness on some of the charges. I saw Mr. Dolan standing on the side-walk in front of the office, and went immediately to him and asked him, who and for what purpose my name was used. He told me for the purpose of proving a combination for the purpose of buying corn at the sale of Mr. Weir, in which, he said, that Mr. Brown was one of the combination. I told him it was the first I had ever heard of it, and that there was not such a combination that I ever knew of.

Question 7: Did not the corn sell for a very high price? Answer: The highest sale of corn I ever knew in this section of Kentucky.

Question 8: Was not the corn sold, in one or two instances at least, with the privilege of taking a larger number of shocks than was announced, and were not my purchases so made? Answer: Some of the last offers of the corn were put up in that way, and I think that you did not buy until the sale was nearly closed.

Question 9: Did I not state to you, and have you not knowledge that I also stated to others, on the day of sale, that I did not wish to purchase any corn, except that on the railroad, and assign my reason for so doing? Answer: You did tell me so, and the reason, as you told me, was, that it was more convenient, and that you had, or intended sowing it in wheat.

Question 10: How long after the day of sale, according to your best recollection, before I executed my note; and who was my security to that note? Answer: So soon, as I supposed, that you ascertained that others had executed their notes for corn, that had purchased lots of corn with point shocks, which was the reason assigned to me for not giving your note, and you were not the only one that objected on the same grounds. I was, I think, security on the note.

Cross-examined by Dr. Bullock.—Question 11: Did you not condemn Mr. Brown's conduct in refusing to give his note, and did you not say at first that he was the last man to complain, as he had measured the corn previous to the day of sale? Answer: I may have condemned his conduct, but never said anything about his measuring the corn.

Question 12: Was there any deduction made from the sale bill, before

he finally gave his note? Answer: The note was filled up at the time of sale by myself, and never altered, that I recollect of.

Question 13: From the best of your information, in which field was the best corn? Answer: I am not a judge of the yield of corn, and do not think I ever was in a field of corn on the place for the purpose of examining the yield.

By T. W. Bullock.—Question 14: Just after the sale did you not hear E. K. Sayre, Jacob Hostetter and others, joking Hostetter about the combination, and its defeat, on the day of sale? Answer: I did not.

By Dr. J. J. Bullock.—Question 15: Have you not heard Mr. Brown speak in terms of harshness of Mr. Weir? Answer: I don't think I ever did. I have no recollection of it.

By Dr. R. J. Breckenridge.—Question 16: In making payment in advance of the date at which they would fall due, does it not make a difference in the result, whether discount or interest is deducted from the principal? Answer: It does.

By same.—Question 17: If discount, and not interest, is taken off, is not that difference in favor of the man who pays, and against the man who receives? Answer: It is against the receiver, but in this instance it was the desire of Mr. Weir, that six per cent. discount should be calculated, and was to his advantage.

By the same.—Question 18: I understand you then, that these moneys paid to Mr. Weir by Mr. Brown, amounting, as I understand from an answer to a previous question, to some \$20,000, were paid upon the principle most favorable to Mr. Brown, and least so to Mr. Weir? Answer: I have stated before, that it was against the receiver, but it was Mr. Weir's instructions to me to make the calculation in that way; the moneys were paid at six per cent. discount.

By the same.—Question 19: You have stated in two preceding answers that the mode of settlement with Mr. Brown in the settlement of these payments by you, was adopted by you under the special instructions of Mr. Weir; might not Mr. Weir have given you such instructions from various considerations, besides a belief on his part that it was right in Mr. Brown to require of him a settlement in such a way? Answer: I do not know what his motives were, other than that he thought right to do so.

By the same.—Question 20: Did you ever hear Mr. Weir say that he thought it was right for Mr. Brown, under the circumstances, to require him to settle in that way? Answer: I do not think he ever had a conversation with me on the subject, further than his instructions.

By the same.—Question 21: Do you not know that Mr. Weir was at that time pressed for money? Answer: Mr. Weir was frequently hard pressed for money, but I believe always able to pay his debts. At all times he could use money to his advantage, it being an important matter for a man in business to have the use of so large a sum as Mr. Brown paid him, and was worth more to him than six per cent. discount.

January 7th.—I desire to offer the following explanation to my answer to Question 21: In using the word "hard pressed," I do not mean to be understood to say that Mr. Weir's circumstances were at all embarrassed; but so far from that I can say, that he left for Texas free from debt, and with large property.

E. D. SAYRE.

By the same.—Question 22: Do you not believe—from the knowledge you have as the friend and agent of Mr. Weir, as the friend of Mr. Brown

and as clerk in the office of D. A. Sayre, the mutual friend of them both, in the office where both of them did a good deal of business, from the knowledge obtained by you under these circumstances—that Mr. Brown was well acquainted with the pecuniary circumstances of Mr. Weir at the date of those payments? Answer: I presume he was.

By the same.—Question 23: Do you recollect whether, or not, the notes of Mr. Brown to Mr. Weir were, or were not, negotiable notes? Answer: To the best of my recollection they were not negotiable.

By same.—Question 24: Do you, or not, recollect whether or not they bore interest? Answer: I do not recollect whether they bore interest; but my impression is, that they did not—I don't think any of them.

By same.—Question 25: Have you reason to believe that a considerable portion of the money which Mr. Brown paid to you upon those notes were the proceeds of the bookstore sold by him to Col. Goodloe? Answer: I suppose it was. I do not know where he obtained his money.

By same.—Question 26: Is your recollection distinct, that you, as the agent of Mr. Weir, gave Mr. Brown permission to take shocks of corn out of the various fields which you were about to sell; and is your recollection also distinct that he informed you his object in obtaining this permission was, to ascertain the product of the corn in the various fields, in advance of the sale? Answer: For permission to take shocks of corn, is not very distinct; but his object to ascertain the yield, is distinct.

By same.—Question 27: Did you suppose, as the agent of Mr. Weir, that it would be to the advantage of Mr. Weir in the sale of his corn, that the individual who had purchased his place, and was then living on it, and who was likely to be a large purchaser of corn, should have a privilege of this discretion in advance of the sale? Answer: I did not think it to the advantage of Mr. Weir; but the corn brought such an enormous price that his knowledge availed him nothing.

By same.—Question 28: Do you mean to say that at the time you gave him this permission, that you knew the corn would bring an enormous price? Answer: I do not mean to say so.

By same.—Question 29: Did not the knowledge which Mr. Brown had of the yield of corn, in various places, give him a great advantage over all other persons who had no such knowledge? Answer: I suppose it did.

By same.—Question 30: Is your recollection distinct, of having informed Mrs. Weir, in the absence of her husband in Texas, of Mr. Brown's application for permission to shuck out and measure corn in various parts of the fields, and of her having granted that permission? Answer: It is not distinct; it is long since, and can not recollect any conversation with the parties.

By same.—Question 31: Was there any one among those whom you have stated objected to giving their notes on account of the point shocks, who gave his, or was not Mr. Brown's the last note given amongst that class of persons? Answer: I do not recollect.

By same.—Question 32: Did Mr. Brown execute his note before Mr. Weir's return from Texas, or did he not execute it after his return? Answer: I do not recollect.

By same.—Question 33: Do I understand you to mean, in a former answer, that the first intimation you ever had that there was a combination amongst several persons not to bid against each other for corn at the sale of Mr. Weir, in the fall of 1850, was given to you by Mr. Dolan in the

conversation alluded to in that answer, which conversation occurred, as your answer shows, within two or three months? Answer: It was the first intimation I ever had of it, and told Mr. Dolan so.

By same.—Question 34: State whether, or not, you have not informed this commission, that you considered everything which passed in the office of D. A. Sayre private, and that you do not feel at liberty to give any testimony touching such matters? Answer: I consider every business transaction of the office in which I am employed as strictly private, and so told the commission, and do not feel at liberty to tell of such transactions without the permission of my employer.

By Mr. Brown.—Question 35: Did you not state that these business transactions, if revealed to this commission, would not reflect on the character of Mr. Brown now on trial? Answer: I did.

By same.—Question 36: Although Mr. Weir always had use for money, growing out of his complicated business arrangements, was not his credit good, and was he not able to borrow on as favorable terms as other business men, and was he not in possession of large property, and was he not considered a worthy man? Answer: Mr. Weir's credit has always been good since my acquaintance with him; he could borrow, I believe, on as favorable terms as other business men; he was in possession of large property, and considered a man of wealth.

By Dr. Breckenridge.—Question 37: In the actual crisis of Mr. Weir at the time of that transaction with Mr. Brown, would you suppose it better for Mr. Weir to have Mr. Brown's notes negotiable for \$20.00 or \$20.00 of Mr. Brown's notes not negotiable? Answer: Agreeably to the contract that Mr. Weir had with Mr. Brown to take up the notes before due, at 6 per cent. discount, I considered them as good as negotiable paper.

By same.—Question 38: Do you not know that Mr. Weir considered them far from being as good, and took exception to Mr. Brown, because he would not give him negotiable notes? Answer: Mr. Weir did object; and I had a conversation with Mr. Brown on the subject; and when Mr. Brown told me that he expected to pay them before due, I told him it would not make any difference if they were not negotiable. Mr. Brown told me that in all probability the notes would be discounted in bank, and the banks would not let him take them up before due.

By same.—Question 39: The actual result was, as I understand you, that Mr. Brown discounted his own notes to Mr. Weir, and paid the net proceeds to you as the agent of Mr. Weir? Answer: Mr. Brown did discount his notes, and I received the money for the credit of Mr. Weir.

RICHARD PINDELL adopts his testimony before the Encampment, which is as follows:

By J. H. Brown.—Question 1: Did, or not, Mr. Skillman depose before the arbitrators, that Goodloe sought advice of him in reference to the purchase of the bookstore of J. H. Brown, and that Goodloe stated that he conferred with Skillman at Brown's request? Answer: He did.

Question 2: Did, or not, Mr. Skillman depose that he discouraged Goodloe from making the purchase? Answer: He did.

Question 3: Was not the arbitration, by agreement, to be final? Answer: I so understood.

Question 4: Did the decision of the arbitrators involve only pecuniary considerations, or did it also involve moral character? Answer: I considered both involved—the latter far the most.

Question 5: Did I consider the decision in reference to moral character *the* important point, and was not that the governing point with me? Answer: It was.

Question 6: What impression was made on your mind in regard to the valuation of stock, by Mr. Griswold, from his examination, and from facts developed before the arbitrators? Answer: That not the least weight whatever was to be attached to it.

Question 7: What is your recollection of D. Brown's testimony in regard to a writing desk procured by exchange of G. W. Norton? Answer: That there were some articles which were out of it when bought, and were put in by D. B. after it was bought and before it was [delivered].

Question 8: Did not Mr. S. depose that in his sale to Marshall the invoice was taken from the books, just as my invoice to Goodloe was, and that all books and stock on hand passed? Answer: He did.

Question 9: Did it not appear before the arbitrators that there were mistakes in extensions and additions, against me and in favor of Goodloe? Answer: It did.

Question 10: Did, or not, I state before the arbitrators, that there was a mistake in the music, that some charged at three cents ought to be reduced to two cents, and some ought to be charged at four cents, although none had been charged at that price; also, that Harper's Bible was charged without taking off Harper's discount, which ought to have been done? Answer: You did.

Question 11: Did I not say to you, not to contend for Easts. Reports (if defective,) nor for almanacs previous to 1850? Answer: You made the statement about Easts. Reports, and also about the almanacs, after C. S. Bodley testified it was not customary to include them in a sale of a bookstore.

Question 12: Was it not proved before the arbitrators, by the the exhibition of our ledger and journal, that the books from my library were put into the store at the valuation of Marshall and Dean, more than twelve months previous to sale to Goodloe? Answer: It was. Your books were produced, examined and the entries found, regularly made, more than a year before the sale.

Question 13: What is the effect of italicising the award of the arbitrators, as Mr. Goodloe has done in his printed card, when the arbitrators had not authorized it by underscoring? Answer: The effect produced upon my mind and that of many others who spoke to me on the subject, was this, that there was a special submission of particular matters to the arbitrators, and that they expressed their opinion on those, and that, by italicising, the idea was meant to be conveyed that there were other matters incidentally involved, upon which an unfavorable opinion was intimated by the arbitrators. It seemed to me the italicising perverted the true meaning of the arbitrators, and to the prejudice of Mr. Brown, as effectually as it could have been done by the introduction of words not used by them.

Cross-examined.—Question 14: Did Goodloe assail the character of Rev. John H. Brown before the arbitrators? Answer: The vital matter, in my opinion, at stake, was the moral character of Mr. Brown; the effort was made by the course of testimony introduced to prove him guilty of having defrauded Goodloe, and though the charge was abandoned by counsel in argument, I considered it only because they saw it wholly untenable, the proven facts having established the contrary.



Question 15: Did the arbitrators pass upon the moral character of Rev. John H. Brown? Answer: I so understood it most clearly and emphatically, and regarded the gist of their award as stated in the first clause, fully passing upon that question.

By J. H. Brown.—Question 16: Did I not, during the arbitration, state that I did not know what the executive documents cost, they having been purchased several years previous at auction, but that they were valued into the store, by Dean and Marshall, at \$20? Answer: Such statement was made by you before the arbitrators.

Question 17: Were not the journal and ledger adduced as evidence of the fact, and did they not show the store charged with them at \$20, long before the sale of Brown to Goodloe? Answer: They were adduced and examined, and showed that those documents and other books were charged to the store some months before the sale.

Question 18: When Mr. Goodloe showed me bill of executive documents, purchased by me at auction, at sale of John White, did I, or not, state that they ought to be reduced to that price? Answer: There was shown a certificate, I think, from the clerk of the Madison Circuit Court, as to the price charged for them in sale bill of John White, when you stated they ought to be reduced to the price there set forth.

Question 19: Did Dwight Brown, at any time during his examination before the arbitrators, state that \$20 was the real cost of executive documents? Answer: My recollection is, that the price had been reduced from \$40 to \$20 by D. Brown and Goodloe, before the matter came up specially before the arbitrators; and I do not remember that Dwight Brown stated any knowledge as to their actual cost, except as derived from the entry in the books of the store before referred to.

Question 20: Did you, or not, ever hear it suggested before the session of the second Presbyterian church and in my presence, that the defense of the manual before the Synod, at Danville, in the fall of 1849, would be expected at my hands? state, also, whether, or not, you are an elder in that church? Answer: I am an elder in that church. I have no recollection of any such statement being made, and do not think it was in my presence. I am frequently absent from Lexington, and when here was often not at the meetings of the session.

Question 21: State all you know about the preparation and printing of the church manual? whether, or not, it was read before the session? also, whether, or not, I was authorized by the session to have it printed for the use of the congregation; also, whether, or not, the source from whence the manual was taken, was at the time understood by the session? Answer: I was consulted, as one of the session of the church, about the preparation and printing of the manual, and it was examined by me, and my best recollection is that it was in company with the other elders of the church. I understood it was authorized by the session and printed for the use of the congregation. I understood that it was mainly taken from a similar book in use by the congregation of Dr. Humphrey, in Louisville, and which, I heard, had been originally prepared by Dr. Sawtell.

Question 22: Did you, or not, sit by my side during the interlocutory meeting of Presbytery at Nicholasville, in the fall of 1852, and did we not confer together during the meeting, and did you not represent my views and wishes, and did you not believe that the Presbytery so understood it? Answer: I was with you at the time and place mentioned; we conferred

together during the progress of the meeting. I represented your views and wishes as far as I could learn them, and supposed my position to be understood by the Presbytery. I opposed the action of the Presbytery in taking up the charges against you. I do not recollect whether I spoke out the word No, when the question was put, as I had strenuously resisted the action of the Presbytery and supposed all present knew I was opposed to what was done.

By J. J. Bullock.—Question 23: Read Mr. Brown's statement in his pamphlet entitled, "To the Public," on the 10th page, in regard to executive documents, and also Col. Goodloe's statement, on the 5th page of his pamphlet entitled, "To a Just Public," in regard to the same subject, and does not Mr. Brown say that the deposition of G. B. Kinkead and R. Prindell is in the teeth of Goodloe's assertion; and state whether the depositions referred to are in the teeth of Goodloe's assertion? Answer: I have read as requested, and examined what I presume is a copy of my deposition before the Encampment; there is nothing in it which is in the teeth of Goodloe's assertion. I made no answer about the matter, as no question was asked me on that subject. Upon the deposition of Mr. Kinkead, the matter is not so plain, as he is questioned and answers upon that subject of the executive documents. If you consider the statement of Mr. Kinkead and Mr. Goodloe each as giving a detail, in full, of what transpired before the arbitrators about the executive documents, they do not convey the same idea of the transaction to my mind. But they seem to present different views of the matter when taken in full; they might make different impressions upon different minds, and although this is the way it strikes me, I can not say that Mr. Kinkead's is in the teeth of Mr. Goodloe's assertion.

By same.—Question 24: In Mr. Brown's pamphlet, is not the following, the assertion of Mr. Goodloe, manifestly referred to, that Dwight Brown stated \$20 to be the real cost of the book, and that J. H. Brown was present and remained silent; and does Mr. Kinkead, in his deposition anywhere state that Dwight Brown did not state \$20 to be the real cost of the book, and that the Rev. John H. Brown did not remain silent? Answer: I think it is. He does not as far as I can discover.

By same.—Question 25: Did Mr. Brown exhibit the manual of Mr. Sawtell when he reported his manual to the session, and was it your impression that the manual of Mr. Brown was a transcript of Mr. Sawtell's, or was it your impression that it was formed after that model. Answer: I have no recollection of ever having seen the manual of Mr. Sawtell before it was handed me to examine in this place today. There is in my mind a vague impression that the copy of Mr. Brown's manual, which was examined by me, was partly printed and partly written, but this impression may have been made by conversations. Since that time, my impression was, that Mr. Brown's was substantially the same with Mr. Sawtell's.

Question 26: After examination and comparison of these manuals, state whether there is the slightest allusion to a credit given in Mr. Brown's manual to Mr. Sawtell? Answer: There is not.

Question 27: After examination and comparison of these manuals do you not find the one almost a literal transcript of the other? Answer: It is, except the histories of the ten churches, and some other matters, changes in words, sentences sometimes left out, and inserted. There are two important questions in Mr. Sawtell's, used by the minister, on the admis-

sion of church members, No. 3 and 8, not included in Mr. Brown's; mementoes and ancient advice, on the 47th page of Mr. Sawtell's, is also omitted. Also, No. 5, of notes, on page 46. There are, also, other changes.

By Dr. Breckenridge.—Question 28: Is there anything in Mr. Brown's book, as far as you have observed, that is not in Mr. Sawtell's book, that is of any importance, except the names of the church officers and members, and a historical sketch of the congregation? Answer: Nothing else that I observe, except in sentence on page 58.

By same.—Question 29: The book of Mr. Brown's purports, on its title-page, to be published by order of session, and there has some testimony been given besides your own, touching the action of the session on that subject. State whether it was with the knowledge, or by the order of the session, as far as you know, that Mr. Brown left out of his book the formal statement, No. 8, contained in the church covenant, in Mr. Sawtell's book, "that the scriptures are to be received as the only infallible rule of faith and practice"? Answer: I have no knowledge on the subject, and did not know they were omitted until today.

By same.—Question 30: Do you know whether it was by the order of session, or with their knowledge, that the doctrine of original sin, which is contained in the third head of the church covenant, in Mr. Sawtell's book, was omitted by Mr. Brown in his book? Answer: I have no knowledge on the subject.

By same.—Question 31: Do you know whether it was by the order, or with the knowledge of the session, that the fifth church rule in Mr. Sawtell's book, urging on parents the duty of having their infant children baptized, was omitted in Mr. Brown's book? Answer: I have no knowledge on the subject.

By same.—Question 32: Do not these three omissions constitute almost the entire difference between the two manuals, with the exceptions already stated by you? Answer: They do; they are exceptions referred to in my former answer to another question.

By same.—Question 33: As an educated and literary man, is it your opinion that any intimation contained in any part of Mr. Brown's manual, would suggest to any reader that it had been taken, as it has been, from any other published work? Answer: Nothing that I see except the words on the title-page, "Compiled by Rev. John H. Brown, pastor." How far that might suggest that it had been taken from another published work to some readers I can't say.

By same.—Question 34: Is not the same thing on the face of Mr. Sawtell's book? Answer: It is.

By same.—Question 35: I think I understood you to say in open Presbytery a short time ago, that you had heard Mr. Brown, several times, preach sermon, the text, "Their rock is not as our rock, our enemies themselves being judges." State how frequently you heard him preach from that text, at what exact periods, as nearly as you can remember, whether it was preached from a manuscript, and whether you have a distinct recollection of the sermon, so that you would recognize it, if you should see it, or hear it again? Answer: You did hear me make such a statement. In the summer of 1847 I heard Mr. Brown, in his own church in Lexington, preach from that text. Shortly afterward, and the same summer, I heard him preach from the same text, and I am confident the same sermon, sub-

stantially, in the pulpit of Rev. Mr. Montgomery, in the town of Harrodsburg, and again in his own pulpit the end of 1851, or beginning of 1852. My recollection of it is so distinct that I could not fail to recognize it were I to hear it again. There are many circumstances connected with it, besides the sermon itself, well remembered by me, calculated to fix it on my memory. It was preached from a manuscript.

By same.—Question 36: In Presbytery, at Nicholasville, after that body had voted to investigate the charges circulated against Mr. Brown, and to do this with common fame as the prosecutor, did not Mr. Brown state in substance to the Presbytery, that he preferred the matter to proceed in that manner, rather than by way of inquiry instituted at his request, giving reasons for that preference; and did he not solemnly declare his innocence of all the charges circulated against him, and express his confidence in his ability to make that innocence manifest; and did he not admit that if he could not do this, the Presbytery would be bound to punish him? Answer: Such is my recollection of the fact.

By Mr. Brown.—Question 37: Have you any knowledge of my views on the points of doctrine omitted in the manual prepared by me, and differing from the manual prepared by Rev. Mr. Sawtell, and have you any reason to think that these omissions were designed on my part, because the points involved were not preached or believed by me? Answer: I have heard you preach from the pulpit, and in private conversations, the doctrines referred to as contained in Mr. Sawtell's manual. I have no reason to think they were omitted because not believed or preached by you.

By same.—Question 38: Had you at any time the idea that I wished to make the impression on the session, who ordered the manual to be printed, that it was original, or did you ever so understand it? Answer: I can not remember that I ever had such an idea, nor do I recollect that I ever had any other impression than that detailed in my former answer.

Dr. CHIPLEY deposed as follows:

By Mr. Brown.—Question 1: Are you a Knight Templar, and were you present at the trial of Mr. Goodloe and myself, before Webb Encampment, in the year 1851-2? Answer: I am a Knight Templar, and was present at said trial.

Question 2: Did I, or not, own my object in having charges tabled against Col. Goodloe, to be my own defense, and that I desired to prosecute him no further than was necessary to my exculpation? Answer: I think such a declaration was made in substance in a brief speech made in the trial of Col. Goodloe.

Question 3: On examination of the pamphlet entitled "To a Just Public," and filed by Col. Goodloe as his pamphlet, and as evidence in this case, does he not say, on page 1, the controversy between Mr. Brown and myself, according to the rules of the Masonic fraternity, we both being Masons, came up before the Encampment, and was there determined? Answer: Yes.

Question 4: Did this controversy come up as a matter of course, or did not Mr. Goodloe and his friends labor for months to get the Encampment to take up this matter, and did not the Encampment do it reluctantly? Answer: The controversy between Messrs. Brown and Goodloe did not come before the Encampment as a matter of course. It was pertinaciously urged by Col. Goodloe many months before any action was had. Several members opposed its introduction into the Encampment; they urged if

Mr. Brown were guilty of the charges alleged, he was unworthy of recognition in any department of Masonry; that, under our customs, if expelled from a Master's Lodge, it would forfeit his standing in all above, while if expelled from the Encampment, his standing would not be affected in the Chapter or lodge. Mr. Brown moved the reference of the matter to one of the four lodges of the city. Almost every member of the Encampment urged this change, but Col. Goodloe insisted on pressing it before the Encampment, and the trial was entered upon accordingly. As to Col. Goodloe's friends' action in the premises I do not recollect that the Colonel was sustained in his view of the case by more than one member; he was active in pressing the matter upon the consideration of the Encampment. The Encampment did undertake the trial with great reluctance, and several efforts were made to avoid it. The charges were in the first place illegally brought before the Encampment, the Grand Encampment having altered the mode of proceeding with the trial of members; when an error was discovered, an effort was made to get rid of the whole matter, but failed. Under the new rule the presiding officer was required to bring charges when any member should make known to him that a member had been guilty of moral delinquency. Col. Goodloe made the charge to the committee in the Encampment, and the committee presented them to the body appointing the committee as required by the rules.

Question 5: Does not Mr. Goodloe say, on page 2 of same pamphlet, "the invoice was made by D. Brown calling off and John H. Brown clerking?" Answer: Yes.

Question 6: Was there not positive and conclusive testimony known to Mr. Goodloe antecedent to the publication of the pamphlet containing this declaration, that the invoice was not so made? Answer: It was proven in the presence of Col. Goodloe, and not controverted by him, that some four days were occupied in invoicing the stock; that Mr. B. was present less than one-third of the time; that the invoice was made by Messrs. Goodloe, D. Brown and Goodloe's clerk, on slips of paper, and sent to Mr. Brown's room to be copied into the invoice book.

Question 7: In same pamphlet, on top of page 6, does not Mr. Goodloe say, "Mr. Brown after careful examination of Griswold's valuation only assailed some five or six items?" Answer: Yes.

Question 8: Did I, or not, in Mr. Goodloe's presence before the Encampment, not only assail, but expose more than five or six items? Answer: It is my recollection that you did expose many errors in the valuation of Mr. Griswold. The impression made on my mind was so unfavorable to Mr. Griswold that I should not rely on its statements while the impression made at that time remains.

Question 9: On page 4 of Mr. Goodloe's pamphlet entitled "Again to a Just Public," the following is found—"Our case was also before Webb Encampment, upon charges against Brown for defrauding me, and against me for slander for charging him with fraud. The Encampment, by a divided vote, (not triumphant) found that I had not proved Brown guilty of fraud, and by a similar vote that I was not guilty of slandering him. A few nights after the trial a part of the triers met, and by a meager majority passed Mr. B.'s whitewashing resolutions. I am authorized to say, that if the absent triers had been present the resolutions would not have passed." State what you know of the various matters embraced in the above question? Answer: Mr. Brown was acquitted by a decided

majority; the charge against Col. Goodloe fell by a tie vote. A member immediately after the result was known offered resolutions expressive of confidence, etc., in Mr. Brown. I do not know who proposed those resolutions, as the first intimation I had of such a movement was their presentation to the Encampment. The trial had consumed the whole night; I therefore suggested in open Encampment to the gentleman the propriety of withdrawing the resolutions, with the understanding that they should be offered at the next meeting. They were withdrawn with this understanding; they were presented at the next meeting, modified and passed, if I am not greatly mistaken, by an almost unanimous vote. I think there were but two of the triers absent, and if they had been present, and voted against the resolutions, the result would not have been altered.

Question 10: On page 8 of same pamphlet, the following is found—"He" (Brown) "not only spoke against me, but he was the only one who did so while I was present; he also did all he could to have me found guilty." Is that in accordance with your recollection of the facts? Answer: I know not what Mr. Brown may have done with others, but he never made any private effort to operate on my mind against Col. Goodloe. Mr. Brown made a very feeble effort against Col. Goodloe; he had spoke nearly four hours in his own defense, and seemed to be quite exhausted. I think while he made most of his remarks against Goodloe he occupied a chair, which he was permitted to do on account of great debility, of which he complained. There was so little force in the effort against Goodloe that I heard several members remark, that it was evident that Mr. Brown did not desire that the charges against Goodloe should be pressed. Mr. Brown also declared that he wished to defend himself and did not care to press Col. Goodloe.

Question 11: Was the declaration on page 14 of same pamphlet, that my son, D. Brown, had not an educated conscience, made by me because I was hard pressed at that time, and for that reason threw the blame upon him, or was it not clearly ironical and intended as a thrust at Col. Goodloe? Answer: I have only a very indistinct recollection of the use of the words "educated conscience," and can not say in what spirit they were used.

Question 12: Does, or not, Col. Goodloe cherish toward me a malignant spirit and bitter personal animosity? Answer: I have reason to believe that Col. Goodloe is prejudiced against Mr. Brown; he made many statements to me, and I understood, to many others, in his store, in regard to the transaction between himself and Brown which deeply prejudiced my mind against Brown. I found, on the trial before the Encampment, that many of his statements were unsustained, and others disproved. I also infer the prejudice because it was proven that Col. Goodloe declared he would pursue Mr. Brown until he rendered him so odious that no one would hear him preach.

Cross-examined.—By Dr. J. J. Bullock.—Question 13: State if you are not regarded in this community, as one of the most ardent and active supporters of Mr. Brown during the whole Masonic controversy? Answer: I can not say how the community regarded me in this matter. I was not Mr. Brown's friend until the testimony forced from my mind the deep-rooted prejudice which had been planted there by representations made to me by Col. Goodloe; when I found I had been led to do Mr. Brown injustice I became his ardent advocate. It is but just to say that Mr. Brown never,

prior to the trial, made any statements calculated to exonerate himself, or to prejudice Col. Goodloe in my estimation. I was, in the beginning of this controversy, the warm friend of Col. Goodloe, believing that he had been wronged. I abandoned him when I was convinced that he was laboring to do an injustice to one whose reputation I was bound to give an honest support. Had the charges been proven against Mr. Brown, I would not have hesitated to have voted him guilty, and should have felt bound to record my vote for his expulsion from the order.

Question 14: Do you not know that there were Masons of high standing and intelligence, who heard the trial, who came to a different conclusion from that contained in your answer? Answer: I do not recollect the presence of more than one Mason who was not a member of the Encampment. He declared that he was convinced that Mr. Brown was innocent and that he ought to have been acquitted unanimously, if the question to the triers. There was some difference of opinion: one, perhaps two, voted "guilty" without criminality. I must leave to others to say how far this differs from my own conclusion. I do know that some of the triers thought that Mr. Brown had not fully vindicated himself from all censure.

Question 15: Do you mean to say that the controversy between Mr. Brown and Col. Goodloe did not come up according to the rules of the Masonic fraternity, and does Mr. Goodloe say in his pamphlet that it came up, as a matter of course, as implied in Mr. Brown's questions and your answers? Answer: In the first place, the controversy was illegally introduced before the Encampment, but the trial was ultimately had according to existing rules. Mr. Goodloe does not say that the controversy came up "as a matter of course."

Question 16: Who was the witness whose testimony disproved the statements which Col. Goodloe had made to you and others? Answer: I can not undertake to say what particular witness contradicted the statements made to me by Col. Goodloe. I have not seen the testimony for many months; but when I speak of the testimony contradicting the statements of Col. Goodloe, I speak of it as a whole; his statements led me to believe that Mr. Brown had willfully and deliberately wronged Col. Goodloe; the testimony brought me to a different conclusion.

Question 17: Was it not proved before the Encampment, that there were many errors made by Mr. Brown against Goodloe, and that these errors were so numerous and great that it required the exercise of charity to believe they were not intentional on the part of Mr. Brown? Answer: There were many errors shown to exist in the invoice; I think there was little if any proof to show that these were made by Mr. Brown. As I understand the proofs, Mr. Brown made a fair copy in a book of what was furnished to him on slips of paper; that Mr. Brown's labor was performed in his own room and was chargeable only with making a correct copy of the lists furnished him. This is my recollection of the testimony. The errors required explanation rather than . . . . I thought them conclusive against Mr. Brown until they were explained.

Question 18: Did not Mr. Goodloe, in his statement on page 6 of his pamphlet, referred to by Mr. Brown, where he says, "Mr. Brown, after a careful examination of Mr. Griswold's valuation, only assails five or six items," refer to the record as proof of this statement, and do you not refer in your previous answer to this question, to the speech of Mr. Brown before the Encampment? Answer: Col. Goodloe refers, after the statement

alluded to, to the record, by ending in brackets [see Record.] I refer, in my previous answer, to the speech of Mr. Brown, and also to the records; if I am not mistaken, the books of both parties, the invoices, etc., were made a part of the record, and it was by a comparison of these that Mr. Griswold's valuation was attacked.

Question 19: Is not the following a correct extract from Mr. Brown's pamphlet addressed "To the Public," as contained in the last paragraph on page 3, and are the statements of the extracts borne out by the statements of the depositions alluded to in the extract and herewith shown to you, and does Mr. Duncan's deposition contain any facts referred to in those statements, except that Mr. Brown was at his house most of the time between the death and burial of his child, which was, a portion of the time, occupied by the taking of the invoice?—"A comparison of the testimony of B. Johnson, D. Brown, and Col. H. Duncan will show that I was absent more than three-fourths of the time. My first 29 pages of the invoice I recorded in the store, as it was announced by D. Brown, and that is all I did write. How, then, came the invoice, except a few pages, in my writing? It occurred in this way: when I was called, about noon of the first day, D. Brown announced to Col. G., as he had to me; Col. G., not being conversant with books, progressed very slowly, having constantly to ask, when a book was announced, how to spell the name, and so tedious was the process that they concluded each to take a certain boundary and to take down the books and the cost on folded sheets of paper, which they sent to me at night, in my room, to transfer to the invoice-book, which I did. This accounts for the invoice being in my writing, although I was absent almost all the time. The only agency I had in the whole matter was, to transcribe what was furnished me. This I endeavored to do faithfully. Notwithstanding the facts are all proven by B. Johnson, (Mr. Goodloe's clerk,) and also by Col. H. Duncan and D. Brown, still Mr. Goodloe not only withholds it all from "A Just Public," but endeavors to make the impression on that public that I was present all the time, and recorded the entire invoice as announced by D. Brown. What will "A Just Public," to whom he has made his appeal, think of such a course of action?" Answer: I have not had time to examine the depositions of D. Brown and B. Johnson, and can not answer as to the testimony. Mr. Duncan's testimony proves but one point, Mr. B.'s absence from town, at his house, most of the time from the death to the burial of his daughter.

Question 20: Was not all the testimony in the cases of Brown *vs.* Goodloe, and Goodloe *vs.* Brown, either written or printed, and is it not all accessible to Mr. Brown to be used in this trial if this court will allow, and is that not the testimony which led you to form so unfavorable an opinion of Griswold's valuation, and to change your opinion of the conduct of Mr. Brown towards Col. Goodloe, and led you to vote to acquit him, and to make you discredit and vote to convict Goodloe? Answer: I do not think that any oral testimony was taken before the Encampment. I do not know if all this testimony is accessible to the court or Mr. Brown. Some of the books, papers, invoices, etc., seemed to belong to Goodloe rather than to Mr. Brown. I have already stated that Mr. Griswold was discredited by a comparison of these invoices, etc. The discrediting of Griswold had no influence with me for or against Mr. Brown or Mr. Goodloe. I did not consider the value of the store had anything to do in the matter—Mr. Goodloe having purchased at cost with a certain per cent. added.



Question 21: When the Encampment, by a large majority, refused to try Col. Goodloe for his publication against Mr. Brown, and laid the charges and evidence on the table for ten years, were you not one of a small number who voted against that action of the Encampment? Answer: I was one of the minority on that occasion; but the question was carried mostly by gentlemen who had heard no portion of the testimony, and many of them from abroad. I think fully one-half of the members present were persons I rarely ever saw in the Encampment. I distinctly charged at the time, that the great motive was to avoid the loss of time that would be consumed in the trial, and that few of the majority knew anything of the facts, and could not therefore determine whether there was substance in the charge or not; their position was not denied. The vote was taken without reading the testimony; few who knew anything of former trial voted in the affirmative; the majority was large.

Question 22: After that vote was passed, and that prosecution against Goodloe was ended in that manner, did you not, in the Encampment, make a formal notification to the Grand Commander in order that he might initiate a new prosecution against Goodloe? Answer: I do not think I could have made a formal notification, as it would have been imperative on the Commander to prosecute. I think I announced an intention of doing so, but afterward thought that it would be better to apply for a charter for a new Encampment, and thus escape from the difficulty which I perceived must inevitably destroy the old one. I have now in my possession the petition signed by nine Templars asking for a new warrant; one of them would have signed this petition but for what had occurred in Goodloe's case.

Question 23: Did not the Grand Commander state, that rather than proceed with any more of these prosecutions he would resign his office? and did any one but you require any further prosecution of Goodloe? Answer: If the Commander knew anything about his commission, I think he must have known that he could not resign. I think, however, he said something on the subject. I did not require the commander to prosecute, or he would have been compelled to do so, as already said. I declined to press the matter. I know that others thought the charge ought to be investigated, but I do not know that any one required that it should be done.

Question 24: What idea have you of the prosecution of Col. Goodloe by Mr. Brown being of any avail to Mr. Brown in a different prosecution of Brown by Goodloe on a different set of charges? Answer: I thought at the time that if I had been in Mr. Brown's place I would not have presented the charges against Goodloe until after my own trial. I thought in the end that the joining of the cases injured Mr. Brown in some degree.

Question 25: What do you understand Mr. Brown as meaning when he says that he prosecuted Col. Goodloe only so far as necessary for his own exculpation? Answer: I supposed that he thought if he could prove bad character, falsehood, malignity on the part of Col. Goodloe, it would lessen the force of anything which Goodloe might say or do against him.

Question 26: Do you mean to say that the two prosecutions were so dependent, the one upon the other, that it was impossible for Mr. Brown to defend himself without prosecuting Col. Goodloe? Answer: I do not think there was any such dependence, and I think Mr. Brown could have defended himself as well without prosecuting Goodloe as with said prosecution.

This is my opinion. After the charges on each side were put under investigation, the cases became so intimately associated that they could not be separated. I believe that it was agreed that the same testimony might be applied to both cases on the trial.

Question 27: If they were thus blended, does not the acquittal, then, of Mr. Brown, necessarily prove that he prosecuted Goodloe? Answer: I can not perceive how the acquittal of Mr. Brown proves that Mr. Brown prosecuted Col. Goodloe.

Question 28: You have said that Mr. Goodloe pertinaciously urged the Encampment, for many months before action was had, to prosecute Brown; do you mean to say that a vote of the Encampment was necessary before the presentation could commence? Answer: Col. Goodloe pressed the matter of a prosecution with me very often, and for many months I understood that he did the same with others. There was a great effort made to keep it out of the Encampment. I urged him, if he brought it up, to do so in the lodge. Col. Goodloe had a right to bring the matter before the Encampment without a vote of the Encampment.

Question 29: I understand you to say, that Goodloe had the power to force them to try Mr. Brown against their urgent and almost unanimous wishes and opinions; what was the use, then, of his urging for many months beforehand, as you have said he did, the trial? Answer: It may have been an object to prejudice the minds of the members against Mr. Brown before Goodloe chose to bring the matter before the Encampment. I do not say such was his motive; but such was the effect of representations made in connection with the avowed purpose of bringing the matter to trial. When it was presented every obstacle was thrown in the way; there was a refusal to appoint the necessary committee; when the officer was satisfied that he was bound to appoint, many refused to serve, and some time elapsed before the trial was gotten into form. During this time Col. Goodloe did press it, and resisted, almost or quite down to the proposed reference of the matter to one of the subordinate lodges.

Question 30: If I understand your representation of the state of mind of the members of the Encampment, they actually entered upon the trial of Mr. Brown, by the procurement of Goodloe, when the great majority of the members were very much opposed to there being any trial at all there? Do you consider that state of mind favorable to an impartial issue of the trial? Answer: I had a strong bias against Mr. Brown. I have learned from various members, I think from at least three-fourths, that they felt the same bias, and this is the state of mind in which we entered upon the investigation. I do not think such a state of mind favorable to an impartial trial; with any but intelligent men, it must have been highly prejudicial to Mr. Brown.

Question 31: I understand you then to say, that with a strong impression upon your mind, the same impression being upon the minds of at least three-fourths of the order, that Mr. Brown had defrauded or overreached Col. Goodloe, that you were extremely averse to having the case tried before the Encampment, and did everything in your power to hinder it? Answer: I was averse to having the trial in the Encampment. I thought it so gross a violation of right, that I desired and urged Goodloe to appeal to one of the lodges, that if Brown were found guilty he might lose standing in every department of Masonry. I also objected, that if found guilty in a higher order, the same trouble must be incurred to rid ourselves of an

unworthy member in the lower, which was clearly as could all be effected by a single trial in the lodge.

Question 32: Do you know by whose procurement the Grand Commander prosecuted Goodloe the second time? Answer: The charge was drawn as the result of consultation with a majority of the members who ordinarily attend the meetings of the Encampment.

Question 33: Had you any agency in bringing about that second trial? Answer: I had.

Question 34: Have you any knowledge of Mr. Brown's having sent a telegraphic dispatch from Frankfort to a member of the Encampment, immediately preceding the second prosecution of Goodloe, which dispatch was in substance as follows: Goodloe has published; have the Encampment called together? Answer: I had no knowledge of any such dispatch until it was brought out in the testimony taken in Goodloe's case. I think I did not hear of this dispatch until the night on which the case was disposed of by being laid on the table. I know that it had no influence in inducing the prosecution.

Question 35: Am I right in inferring from one of your former answers, that in making up your judgment to acquit Mr. Brown, you did not consider the question of the fairness or unfairness of the contract he had made with Col. Goodloe? Answer: You are not correct. I did consider the contract a fair one. There was no denial that it was voluntarily entered into, after due consideration; and I am not now able to perceive any unfairness in it.

Question 36: Do I understand you to mean that every contract that is voluntarily entered into by both parties is a fair contract? Answer: I should so consider it, until fraud was proved.

Dr. Breckenridge excepts to the above testimony of Dr. Chipley.

Mr. JAMES L. ALLEN deposed as follows:

Question 1: Does not Mr. Goodloe cherish toward me a malignant spirit and bitter personal animosity? Answer: In response to this question, I cannot give any positive knowledge, but simply the impressions which Mr. Goodloe's conduct toward Mr. Brown, from the commencement of their difficulties, has made upon my mind, and in view of those impressions, I answer, yes.

Question 2: Did not Mr. Goodloe labor for months to get the Encampment to take up the matters of difficulty between him and myself, and did not the Encampment take it up reluctantly? Answer: I can with certainty say that Mr. Goodloe labored "for months" to effect that object; he without doubt did for a long time, before the Encampment took cognizance of the matter, insist in conventions, with myself and other members of the Encampment, that we, as a Masonic body, should take up the difficulties between him and Mr. Brown. I was opposed to the Encampment having anything to do with their quarrel, as the matter in controversy had been submitted to arbitration and an award given. It was with great reluctance that I had anything to do with the difficulty, and believe the Encampment as a body took it up with a similar feeling.

Question 3: What is your recollection of the facts in reference to the matters presented by Mr. Goodloe in his second pamphlet, page fourth, second section? Answer: My recollection is this: upon the main charge against Mr. Brown, which was defrauding Mr. Goodloe, all the votes cast were for his acquittal, except one or two. Upon the other charges, I do not recollect by what precise majority, on each charge and specification,

Mr. Brown was acquitted. If my recollection be correct, the largest vote against him was five for his guilt, and seven for his acquittal. I do not recollect distinctly the charge upon which this vote was given, but my impression is that it was upon the charge or specification that Mr. Brown had money which of right belonged to Mr. Goodloe. After disposing of Mr. Brown's case, by acquitting him of every charge and specification, the Encampment proceeded to vote on the charges against Mr. Goodloe. He was acquitted also of all the charges and specifications, but in no instance by as large a majority as Mr. Brown, upon the main charge of fraud; and upon one charge—that of having circulated reports calculated to injure Mr. Brown in his official capacity—the vote was a tie, and in consequence he (Mr. Goodloe) was declared to be acquitted of that charge. The votes were given in both cases upon the question, "Is the accused guilty or innocent of the charge?" And as both were found to be innocent, no vote could be taken upon the expulsion of the member, or upon the infliction of any punishment; nor did the Encampment at any time during those trials vote on such a question; the tie vote was upon Mr. Goodloe's guilt or innocence. After Mr. Brown's case was decided, but before the vote had been taken upon the charges against Mr. Goodloe, a member, not residing at the time in Lexington, showed to me a series of resolutions, which he said he intended to present as soon as the voting was over. I advised him not to do so, because I thought them ill-timed and containing fulsome compliment to Mr. Brown. He presented them, however, but finally, by persuasion, withdrew them, with the understanding that at a subsequent meeting he would again present them. This was done, and there being much opposition to the resolutions in the form in which they were presented, and couched in such language, a substitute was offered upon my suggestion and passed. It was intended to express, and does express, nothing more than what the Encampment had done. I thought Mr. Brown had been triumphantly acquitted, and so voted. A resolution that Mr. Goodloe had been acquitted was also passed, and I voted for that. It is, of course, mere opinion, when in neither case the vote of acquittal was unanimous, which of the accused was triumphantly acquitted. With the exception of two or three members, I think all who were in attendance at the meeting when the first resolutions were offered, were present when the resolutions in their present form were passed. I do not think the resolutions would have been defeated, even had those two or three members been present.

Question 4: What is your recollection of the facts in reference to the matters presented by Mr. Goodloe on page eight, Falsehood No. Two? Answer: The charges against both Mr. Brown and Mr. Goodloe were preferred by the presiding officer, upon the complaint of Mr. Goodloe against Mr. Brown, and of Brown against Goodloe, under the constitution and by-laws of the Encampment. This is the only way in which charges can be legally tabled. Mr. Brown spoke about three hours and a half in his defense. His speech was, I think, a clear, cogent argument upon the important facts of the case, in which he could not possibly have avoided the mention of Mr. Goodloe's name. The impression made upon my mind was, that it was a very able defense of himself. Upon the charges against Mr. Goodloe, Mr. Brown spoke about fifteen minutes. He labored under considerable debility, and was permitted to sit while speaking. Mr. Brown did not prosecute Mr. Goodloe rigorously, avowing at the time, if I am not

much mistaken, that he desired to prosecute him no further than his own exculpation required. His speech against Mr. Goodloe was feeble, and by no means such a one as I thought he might have made. I recollect distinctly, that while the testimony in the cases was being taken, Mr. Brown told me that he had no disposition to have Mr. G. expelled from the Encampment; that all he wished to accomplish was his own vindication. I was one of the committee who took the testimony in the trials before the Encampment, and was thrown with both parties very frequently, and it is but just to Mr. Brown to say that never, either before the trials, during their pendency, or since, has he attempted to prejudice Mr. Goodloe in my estimation; and all he ever did to have him found guilty, so far as I know, he did before the Encampment upon the testimony.

Question 5: Was the declaration that my son, D. Brown, had not an educated conscience, on page 14 of Goodloe's second pamphlet, made by me because I was hard pressed at the time, and for that reason threw the blame upon him, or was it not clearly ironical, and intended as a thrust at Mr. Goodloe? Answer: I do not think you made the remark because you were hard pressed at the time. I heard the remark, and considered it ironical, and as a thrust at Mr. Goodloe.

Question 6: Did not Mr. Goodloe (while the testimony was being taken before the committee of Webb Encampment) state that he would not be satisfied until the Presbytery had taken cognizance of the difficulties between us? Answer: He did, according to my recollection.

Question 7: Is there any provision in the constitution, or any by-law of the Encampment requiring the Encampment to take up and investigate difficulties between its members unless complaint be made by the person who supposes himself to be injured? Answer: There is not. Upon complaint being made by any member to the Commander he tables the charges. This is my recollection of the constitution and by-laws.

Cross-examined by Dr. Bullock.—Question 8: Did not Mr. Skillman come to the committee, who took the testimony before the Encampment, after his original deposition was given, and desire to add to that deposition the following statement, substantially: That Mr. Brown had stated to Col. Goodloe in his presence, that the stock which he sold to Goodloe was a good one; was not that addition made on a slip of paper which was lost, and is not in his deposition? Answer: After Mr. Skillman had given his deposition before the committee, he returned and asked permission to amend or add to it; he, upon leave being given, presented a slip of paper containing the proposed amendment or addition, which slip of paper was lost, and is not part of his deposition as read before the Encampment. I do not recollect the language of the amendment or addition, but my impression, by no means distinct, is that it was substantially as stated in the question, or something to that effect. I gave, by consent of the parties, a legal opinion before the committee of Webb Encampment upon some notes filed as part of the testimony, and now adopt that opinion in this case. The opinion is as follows:

“J. L. Allen's statement.—In reference to the note presented by Col. Goodloe, marked B, and made part of the report by consent of parties, I state, that had suit been brought on said note, Col. G. would have been compelled to pay the full amount thereof, and would not, owing to its peculiar nature, as I conceive, have been allowed by the court to plead as an offset to it, or any part of it, any claim which he (Col. G.) might

believe himself entitled to by reason of errors in the invoices of books sold to him by the R. v. John H. Brown; but he would have to bring suit against Mr. Brown, based upon Mr. B.'s imputed indebtedness.

(Signed)

JAMES L. ALLEN."

C. H. BARKLEY was then sworn, and deposed as follows:

Question 1: Did you, or not, as agent, sell to H. C. Hart, thirty shares of insurance stock in the Lexington Fire and Marine Insurance Company, which the books show to have been transferred the 28th of July, 1849, ten in the name of M. C. Johnson, twenty in the name of J. W. Hunt, and what did you receive for said stock? Answer: I received \$100 per share, cash in hand; the sale and transfer were within a day or two of the 28th of July, 1849.

Question 2: Did you, or not, offer me \$95 for what stock I owned in that company, in November, 1849, and did I not decline to accept it? Answer: I made you that offer, and your refusal was so unequivocal and positive that I believe I turned away immediately, or at least I am sure that if I stood to talk to you at all it was not on that subject.

Cross-examined by Dr. J. J. Bullock.—Question 3: Who authorized you to make that offer? Answer: I intended above to say that I made that offer early in October, 1849. I then wanted ten shares for Mr. Benjamin Gratz, and it was for him. I sold him the stock, and had great difficulty to fill that contract at \$95. Mr. Gratz had authorized me to buy him the stock at \$95, on the 2d day of October, 1849, day before or day after as I said above. I was likely to fail to comply with my promise to him, hence I offered Mr. J. H. Brown the same I was to get. I also made the same offer to others. I wanted ten shares for Mr. Gratz.

Question 4: When you applied to Mr. Brown to purchase his stock did he state to you that he had not ten shares? Answer: I am sure he did not.

Question 5: For whom were you acting agent? Answer: I stated above I was then (October 3d, or 4th, 1849,) trying to buy to fill my contract with Mr. Gratz.

Question 6: Do you not know that that stock could not be sold at par at that time, that is, October and November, 1849, to those who had a knowledge of the condition of the company? Answer: I applied, during those two months, to various stockholders to purchase stock. I could never get any priced to me for less than from \$95 to \$100; most generally the latter price. I made a contract with J. B. Waller to sell him some of the stock for \$95, as well as I remember, in November, 1849. I was to get it from Oliver Frazer; when we got together it appeared that Mr. Frazer had misunderstood me, or there was a mutual misunderstanding, I forget now which, so we dropped it by mutual agreement. This was the only times, except in October, of that year, when I was able to get a promise of any stock for less than par. I renewed on this occasion my offer to Mr. Brown of \$95 for his. Among others I applied to Dr. Letcher, W. A. Dudley, H. H. Timberlake and Stephen Swift, and par was universally their asking price.

Question 7: Do you know of a single instance of a man who was offered par who was unwilling to take it? Answer: I do not remember of any one making such an offer; if it had been made the most of persons to whom I applied would have taken it as they told me.

Question 8: Do you mean to say that any one would not have taken

par; and if so, who? Answer: I can not remember particular names. There were some who told me they did not want to sell; some again who were willing to sell only a part of their stock. Upon reflection my recollection is that H. H. Timberlake refused to sell his at any price, remarking that it was an investment made with his wife's money, and he did not know where he could make a better one.

Question 9: Do you know of a single instance of any one's offering, during that time, par for stock, or a single sale made at that price, except the sale of Mr. Brown to Mr. Foreman; and, to the best of your knowledge, has a sale ever been made at par since that time? Answer: I do not know of any one offering par during that time. I do not know of any sales since that time at par.

By Dr. Breckenridge.—Question 10: Did you advertise, during October, 1849, that you wished to purchase that stock? Answer: I have now no recollection of doing so. If I did, it will be found in the Kentucky Atlas, a newspaper of this city, (Lexington,) published at that time by N. L. Finnell, now deceased.

By Mr. Brown.—Question 11: When you offered me \$95, in November, did I not decline the offer, and did I then, or at any other time, when you applied to purchase my stock state to you the number of shares I owned? Answer: You declined my offer of \$95. I do not remember whether you ever told me how many shares you had.

Question 12: How many shares did you wish to purchase when you made application to me in November, 1849? Answer: My recollection is that I then wanted twenty shares, and my recollection is that I would have taken all you had, and I do not now remember whether you had as many as I wanted or not.

Question 13: Did you receive any premium for purchasing the thirty shares of stock for which Hart paid you \$100? Answer: The case was this;—Mr. M. C. Johnson told me, about the middle of July, 1849, to sell his stock, provided it would net him \$95 per share, (or he may have offered to pay me one dollar per share for selling it at that price.) I advertised the stock for sale. Mr. Hart wrote to me about it; his first letter, as well as I remember, is dated 18th July, which I did not receive until about the 23d, (as I was in the country.) He asked me the price. I told him in answer that the price was par. He then wrote to me that he would take thirty shares at that price, and that the check was in the hands of his friend, James O. Harrison, to pay for them. In order to fill his request I turned out to buy the stock, and after applying to two or three I went to Mr. Baxter, the secretary of the company. He told me he had twenty shares, which he would sell at par, and which I took from him at that time.

By same.—Question 14: Did you not generally make such propositions for the purchase of stock as would enable you, in the sale of it, to make something for your trouble? Answer: I did, of course. The most of the transactions I made in stocks of this character, I would sometimes change railroad stock, or turnpike stock, for some other kind. My trade with E. K. Sayre, of October 4th, 1849, was of this character. I got ten shares of insurance stock from him to fill my contract with Mr. Gratz. I traded him railroad stock at a certain price, and took his insurance stock at ninety-four in the trade. I would have preferred paying him the money at that price to collecting the railroad stock, but the prospect of getting the

railroad stock was the inducement to him, as he told me, to let me have the insurance stock at any price.

*Dear Sir,*—I write to you to say that it is possible I was mistaken in part of my statements before the committee on Monday. I stated that I wanted once to buy some insurance stock for James B. Waller. Upon reflection, I think the case was this: I was to let David A. Sayre have the insurance stock, and he was to let me have some bank stock in exchange, and Waller was to get the bank stock from me. For this matter I would rather take Mr. Waller's recollection than my own. I know that Oliver Frazer and myself went to see Mr. Sayre, and explained to his nephew, Ephraim D. Sayre, how the disappointment occurred. The insurance stock belonged to Robert Frazer, Sr., and he was then sick in bed. I am not sure whether it was his last illness or not. Among others to whom I applied to purchase stock, was Alexander H. Robertson, and offered him ninety-four, which he refused, as he told me, in deference to the advice of Dr. Letcher. I also applied to the widow McKee on the same terms, and she refused on the advice of Dr. Letcher (I think) and Philip Swigert. I advertised stock for sale in September, 1848, belonging to W. A. Dudley, for which he would not take less than par.

C. H. BARKLEY.

Hon. GEORGE ROBERTSON was then sworn, and deposed as follows:

Question 1: Under the contract which you hold in your hand, and under which the stock of goods sold by me was transferred to Mr Goodloe, would not all the stock unsold—good, bad, and indifferent—pass to Mr. Goodloe on the day of transfer; and did not the offering of the stock on the part of Mr. Brown, and its acceptance on the part of Mr. Goodloe, at the time of transfer, show the understanding of the parties as to what should pass? Answer: Construed on its face, independent of any extraneous fact, the written memorial of the contract, according to my interpretation of its grammatical import and legal effect, is that Brown sold and Goodloe bought, the stock of Brown just as it was at the date of the contract; and that every thing usual in such a concern, and which had been bought by Brown as stock, or put in by him as stock, was included in "the stock" sold by him to Goodloe, without regard to the intrinsic or vendible value of any portion of it. But if Goodloe, before or when he made the contract, examined Brown's invoice, and made that the basis of the agreement, then no uninvoiced article would have been embraced in the term "stock." That he did so, however, is not implied by the terms of the writing, and any such presumption which extraneous proof might create, would, in my judgment, be expelled by his subsequent reception of all the articles on hand; whereby, if there was no fraud, he recognized the contract to be what I have construed it on its face to be, and waived all right afterwards to reject, as not embraced by it, any article so received, without fraud, and without objection.

Cross-examined by Dr. J. J. Bullock.—Question 2: By the terms of the contract, was Mr. Brown at liberty to add any stock to the store after the date of the contract? Answer: Not on the face of the contract, nor unless there was some collateral understanding or agreement to that effect.

Question 3: Was not Mr. Brown bound by that contract to make a bona fide effort to sell the stock on hand, provided he could obtain for it as good a price as that which Goodloe was to give for it? Answer: To the ques-



tion, to the form in which it is put, I answer no; and further say, that I think the true construction of Mr. Brown's agreement to reduce the stock is that he was, in good faith, to reduce the stock as far as possible consistently with getting a fair price in the usual mode of selling by retail.

Question 4: Was Goodloe bound to take any part of the stock which might remain on hand unless Brown could produce an invoice of it from some one to himself? Answer: As stated in the answer to the first question, I repeat no, if Goodloe examined the invoice and bought by it; otherwise, he was bound to take whatever constituted stock on hand at the date of the purchase.

Question 5: Being a specific contract for the sale and delivery of books, papers, stationery, etc., remaining on hand on the 1st of May, 1850, would anything but books, papers, stationery, and whatever would be embraced under the etc. pass by that contract? Answer: No.

Question 6: Would anything pass under the etc. except such merchantable articles as were appropriate to a store such as that sold? Answer: Everything usual in such an establishment, and which, at the date of the contract, was on hand as stock, remained in kind without specific charge, passed under the comprehensive etc.

Question 7: By the contract, was Goodloe under any obligation to execute his notes of any sort to Brown for any part of the purchase money? Answer: At the times prescribed in the contract for payment, Goodloe was bound to pay the aggregate amount ascertained in the mode prescribed. The execution of promissory notes for that amount was only useful for fixing beyond controversy, and without further proof the true amount, and for enabling Brown to anticipate the payments by a sale of the notes. The contract does not require Goodloe to execute such notes, nor authorize Brown as a matter of right to exact them.

Question 8: Under the contract as it stood, would not Goodloe have had the right to defend himself at law against the whole or any part of the sums stipulated to be paid by him upon the ground of fraud, mistake, or offset, and thereby test such matters before payment could be coerced from him? Answer: If he could show such fraud or mistake as would avoid or absolve him from the entire contract, he might at law have resisted the enforcement of the contract; or if he could show fraud or mistake as to any article, he might have been relieved as to that by defense to any action brought to enforce the contract. He had the same right of defense if he could prove fraud in the execution of the contract—that is, in reducing it to writing; but a partial mistake in the written memorial was not redeemable at law. Any legal matter of set-off might have been pleaded at law if equal to his liability in bar of the action of *less protanto*.

Question 9: If under that contract Goodloe had consented to give Mr. Brown his negotiable notes for the amount supposed to be due, and Mr. Brown negotiated those notes, would not Goodloe thereby be deprived of all such defense against the notes as are implied in the foregoing interrogatories? Answer: If common promissory notes had been given, Goodloe would have had a right to plead against the assignee any matters which, at the date of the assignment, he might have pleaded against the assignor. But if bills of exchange, or notes put on the footing of bills of exchange, had been executed, and afterward ordered by Brown to a *bona fide* purchaser for a valuable consideration, without notice of any fraud, mistake or offset, no such defense would have been available against such indorsee.

Question 10: Do you not consider it as a sound and clear principle of morals, as applied to matters of contract by sale, that a sound price demands a sound article? Answer: In law, as well as in ethics, a vendor is guilty of fraud, if he sell an unsound article, without disclosing the unsoundness, if he know of it. But when the article is before the vendee, and he is capable of ascertaining its condition, and it is as it appears on inspection to be, I think that the vendor is not guilty of legal or moral wrong, if he ask and receive, and the vendee voluntarily choose to give, (without fraud or artifice by the vendor,) more than the article would be valued as being intrinsically worth. Values are uncertain, depending very much on opinion, taste, and a variety of accidental circumstances; and the owner of property is, in my judgment, bound by no species of law to part with his property by voluntary sale for exactly what, in the opinion of other men, it is worth. It is a maxim of the civil (though not of the common) law, that a sale of land for less than one-half of its vendible value, is voidable at the election of the vendor within a reasonable time.

Question 11: Are not false suggestions touching any material fact or circumstance in matters of contract, immoral and fraudulent? Answer: Yes. Any falsehood, in my opinion, uttered by a responsible being knowing the falsehood, is immoral.

Question 12: Are not suppressions of facts, in any material facts or circumstances in matters of contract, immoral and fraudulent? Answer: Suppression is one thing; silence is another and different thing. Suppression implies concealment of a fact from a person interested in knowing it, and who has not the capacity or the means of knowing it by his own observation or information, or is prevented by another from proper examination or inquiry. Such suppression of a material fact by a vendor is fraudulent in law and in morals; but silence respecting a fact which the vendee should be presumed to know, or is competent to ascertain by inspection, and has the means of thus ascertaining, is not a fraud in law; as to whether it would be a fraud in pure morals the most eminent men differ; and whether it would be so or not, would, in my opinion, depend on the subject matter and the attending circumstances.

By Mr. Brown.—Question 13: Would not the vendor have been authorized to make additions to the stock between the time of sale and transfer, with the consent and at the request of the vendee? and would not any such stock remaining on hand on the day of transfer pass from the vendor to the vendee? Answer: I think so.

By same.—Question 14: What is understood in law by the good will of a house, and is it, or not, vendible? Answer: The advantage of the location, the advantage of the confidence and patronage acquired by the business transferred. "Good will" does not imply the future patronage of the vendor, or any obligation not to set up the same business in the same neighborhood. "Good will" is deemed an element of value, and is a vendible consideration.

By Dr. Breckenridge.—Question 15: In a sale of insurance stock by one party to another, supposing it to be known to the vendor that the stock is not salable in the market at par, and that he also knows that if the vendee knew that fact he would not purchase the vendee having no special means of ascertaining the fact from ordinary sources of information; what do you consider in morals and in law to be the effect upon the contract of the concealment of the fact by the vendor? Answer: It is not the legal duty or

the vendor to communicate to his vendee the state of the market, or the facts producing that state or condition, the law presuming that the state of the market, and the facts operating upon it, are known or may be known to all competent persons who are at the place; but if a case may occur in which a vendee neither knows nor has the means of knowing the market price known to the vendor, and the latter is aware of that fact, and has reason to believe that if the vendee knew the market value, he would not buy, and more especially if the vendor knew that the vendee had confidence in his candor and his honor, I would say that selling under those circumstances for more than the market value, without communicating it to the vendee, would be an immoral act.

Mr. R. PINDELL was then again introduced by Mr. Brown, and further added to his deposition:

Question 1: You say in your testimony that you have such a recollection of the sermon you heard me preach on "Their rock is not as our rock," that you would recognize it again, were you to read it or hear it; do you mean to say that is true of all the sermons you heard me preach, or was there anything peculiar about that sermon to make you remember it? Answer: I do not mean to say I could remember all your sermons. I presume it is the case with all persons as with myself, that some sermons impress my memory more distinctly than others. I heard you preach that sermon in Lexington, and shortly afterwards in Harrodsburg. I was very much affected by it on both occasions. I recollect saying to you in Harrodsburg, that you preached better away from home than you did at home, when you smiled and said it was the same sermon you had preached at home, as if you thought I had not remembered it. I replied, I knew that; but still it was better preached than at home. When I heard it a third time, of course I recollect it more distinctly. There was much in the sermon itself to make it remembered.

By Dr. Breckenridge.—Question 2: I think you are personally acquainted, and probably on terms of familiar friendship, with Mrs. Price, who is spoken of in one of the charges, and who has been a witness in this case; if so, will you state if you know whether, or not, she was ever satisfied with the conduct of Mr. Brown toward her in the matter relating to Mrs. Gay? Answer: Mrs. Price is a cousin of my wife, and a lady for whom I have the highest regard. She is upon terms of friendship with myself and family. My knowledge of her feelings has been principally derived from others, as I have never heard her speak but twice, that I can recollect, about the matter: once, when it occurred; a second time, a few weeks since; in each of which conversations she expressed her dissatisfaction with the conduct of Mr. Brown.

By same.—Question 3: Do you, or not, know whether Mr. Brown has been aware of the state of mind of Mrs. Price upon this subject? Answer: I never communicated to him what I heard her say until some three or four months since, when in conversation with him and two or three other gentlemen. I understood him to say that Mrs. Price was satisfied with him, and he stated that, when he had preached some short time before in Frankfort, where she then resided, she had met him in the most friendly manner, and invited him to take tea at her house. He also stated that he had received from her a letter of the same character, which was produced. Upon my being directly appealed to, I stated she was dissatisfied, and Mr. Brown

showed surprise on my making the statement. I glanced very hastily over the letter. I think it is the same one now shown me and on file in this case.

By same.—Question 4: State whether the conversation and circumstances alluded to in your last answer, took place before or subsequent to the publication of Col. Goodloe's last pamphlet; also where, if you recollect, the conversation took place? Answer: After the publication, and in the office of G. B. Kinkead.

Questions for WILLIAM E. MILTON:

Question 1st: Were you, or not, residing in Lexington before and after Mr. Brown sold his stock in the Lexington Insurance stock to Rev. Mr. Foreman?

2d: Had you been a stockholder in the company, and did you, or not, sell your own stock and buy and sell stock for others?

3d: Do you know what was the value of the stock about the time Mr. Brown sold his stock to Rev. Mr. Foreman; if so, state it?

4th: Did you, or not, offer Mr. Brown par, or near par, for the remaining shares held by him after the sale to Mr. Foreman; and if so, state whether the offer was refused, and what passed between you and Mr. Brown at the time?

5th: Did you, or not, urge Mr. Brown to sell his remaining stock, and did he, or not, refuse and differ with you as to the value of the stock, expressing great confidence in it?

Answers by WILLIAM E. MILTON:

Answer to question 1st: I was.

2d: I was a stockholder in the company for a short time previous to the large fire in St. Louis, and sold my stock a few days before the fire; after that time I bought and sold a large number of shares for them at different prices.

3d: I do not recollect the price of the stock at the time of the sale made by Mr. Brown to Mr. Foreman.

4th and 5th: In a conversation with Mr. Brown, a short time after he sold to Mr. Foreman, he stated to me that he sold all of his stock but a few shares, (I think about six,) at, I think, about par. I am under the impression that the conversation was brought about by me wanting to purchase some on an order. I asked him what he would take for what he had on hand? His answer was, that he would not take any less than what he had sold at, as he then believed it was worth the money, and would be good stock. I made him an offer which was under his price, which he refused to accept. I urged him as a friend to sell his stock, believing as I did that it would prove worthless unless there was a great change in the management of the affairs of the company. He appeared to have every confidence in the stock, and so stated. My present recollection is, that Mr. Brown's confidence in the stock was from information derived from the managers of the company. There were many others (stockholders and others) who appeared to have as much confidence in the stock as Mr. Brown, backed the company by large loans and indorsements. I would further state that, as another inducement to get Mr. Brown to sell his stock, I did not look on insurance stock in any company as a good investment; after having engaged in the insurance business, and becoming partially acquainted with the workings of such companies, I did not think such stock safe investments, at best—more particularly for those who wished to derive an income from the investments—as an insurance com-

pany may be entirely solvent today, worth a large surplus, and broke in twenty-four hours.

W. E. MILTON.

Questions by the prosecution to W. E. MILTON:

Question 1st: State how long you resided at Lexington, and at what time you removed from that place, and whether you were a member of Mr. Brown's church and congregation, and for how long a period?

2d: State what you know of the condition of the Lexington Insurance Company, about the months of October and November, 1849, and the value of its stock in the market at that time.

3d: State whether the principal losers of that company were not members of Mr. Brown's congregation, and a very large part of the stock of the company owned by members of that congregation?

4th: State whether you were not informed of the sale of Mr. Brown to Mr. Foreman of certain shares in the company about the autumn of 1849, and if you did not at that time believe, from the best information you had on the subject, that Mr. Brown had behaved badly in that transaction, and so expressed yourself at that time?

5th: Do you know of the sale of any stock in that company at par, after the 1st of August, 1849, except that of Mr. Brown to Mr. Foreman; do you not know that it was an unsalable stock after that date?

Answers to question 1st: About nine years. I left in February, 1851. I was a member of the Second Presbyterian church and congregation part of the time; can't state at what time I became a member of the Second Presbyterian church, but it was several years after I removed to Lexington the last time.

2d: Personally, I knew nothing of its condition. My knowledge was from reports on the streets. I can not at this time state what the stock was sold at, having no paper or memorandum to refresh my memory.

3d: I always understood that some of the largest losers by the failure of the company were members of the Second church and congregation.

4th: I have no recollection of ever having stated that Mr. Brown had acted badly in the sale of the stock to Foreman. I heard the charge made against Mr. Brown, that he had sold the stock knowing that it was at much higher price than it was worth. I may have stated that if such were the fact, then Mr. Brown had acted badly. I have since heard that Mr. Foreman exonerated Mr. Brown from all blame in the transaction.

5th: I can not state at what prices the stock was sold at, after August 1st, 1849. So far as it being an unsafe stock after that date, I am confident there was a large number of shares sold; I think I sold over one or two hundred shares after that date, and found no great difficulty in disposing of it, and had some orders which I did not fill. From my present recollection, there was a considerable demand for the stock among the directors and stockholders after this date. Without any memorandum before me, it is impossible for me to give exact dates and prices. The largest number of shares sold by me belonged to the heirs of John W. Hunt, deceased; and my impression is, that the highest prices obtained was for shares belonging to A. D. Hunt, Esq.; their books will show the prices obtained, and the dates of sales.

W. E. MILTON.

Deposition of H. R. BROWN:

Question 1: Did you aid in removing the stock of books from former stand to Mr. Goodloe's present stand? Answer: I did aid in the removal.

Question 2: What part did Mr. Goodloe take in the removal? Answer:

The same as myself, moving them from shelf to drawer to be taken to present stand.

Question 3: Did Mr. Goodloe make any complaint of the stock? Answer: He did not in my presence.

Question 4: Do you, or not, know that I was owner of the bookstore? Answer: I know you to have been sole owner.

Question 5: Who employed you as clerk in the bookstore? Answer: You did.

Question 6: Were you not a clerk in the bookstore from January 1st, 1849, to January 1st, 1850? Answer: I was, I think, up to the 1st of February, 1850.

Question 7: At what time was the stock removed from the old stand to the one now occupied by Mr. Goodloe? Answer: It was in the spring of the year 1850.

H. R. BROWN.

## REPORT OF COMMISSION.

TUESDAY MORNING, January 11th, 1853.

Commission met—present Dr. R. J. Breckenridge, W. H. Forsyth, J. D. Shane, J. G. Simerall, ministers.

Mr. Brown filed the following written paper:

I desire to inform this commission that I am not satisfied. I have introduced all the testimony which can be offered in my defense, and therefore, do not consent to their now making a final report, taken by them, to the Presbytery.

It being understood in the progress of the case, that I reserved all exceptions which I might have to the competency of the testimony introduced, and it being now impossible, for want of time, for me to examine the record and make out these exceptions specifically, and not intending to waive any rights I have to all proper and legal exceptions, I here present the following general exceptions to apply to all testimony introduced by the prosecution, which may be excluded by them.

1st. I except to all matters detailed which are irrelevant to the subject matters to be investigated.

2d. To all hearsay testimony, including all statements made by witnesses from the information from others and not from their own personal knowledge of the facts testified to.

3d. To all matters of opinion, except where it relates to the custom of merchants or the opinions of professional gentlemen, within the scope of their profession.

4th. To all matters reflecting upon the character and conduct of the officers and members of the Second Presbyterian church in Lexington.

JOHN H. BROWN.

The prosecution also filed the following written paper:

On their part, the prosecuting committee reserves the right of making exceptions to all testimony it may consider improper, irrelevant or illegal, and the further right of making objections to the competency and credibility of witnesses introduced by the accused. In the course of examination the prosecuting committee has not attempted anything of the sort, but has conceded to the accused the largest latitude in all the examinations;

but the committee is now willing to waive all exceptions and go to trial on record as it stands, if it so pleases the accused or the court. The prosecuting committee hereby repeats, the notice heretofore often given to the accused, that it insists on considering the testimony closed upon the meeting of the Presbytery this day, and insists upon a trial of the case. Firmly convinced that a very large part of the testimony taken in behalf of the accused is wholly irrelevant and immaterial to everything contained in the charges against him, the committee, after the immense labor expended and time occupied in the sessions of Presbytery and commission, with this case, easily understanding how months, and even years might be consumed in taking testimony fully as relevant as much of that taken on behalf of the defense, for its own part will neither agree to, nor participate in proceedings whose object seems to be to prevent the decision of the case as long as possible, and to smother it under a load of testimony having no bearing on its merits. As for the special exceptions of the accused, now filed, the committee consider them to have comparatively little application to testimony taken on behalf of the prosecution, while, if fully adopted and applied, they would probably cause the rejection of the greater part of that taken on behalf of the accused.

J. J. BULLOCK,

F. G. STRAHAN.

Mr. Brown excepts to the testimony as taken by the commission in the following particulars, and appeals to the Presbytery:

In the examination of D. S. Goodloe, the questions were asked "page 37," "What was your age at the time you purchased the bookstore?" and on "page 39," "If I should be acquitted by this court, do you not feel that the whole Presbyterian community would look upon you as a slanderer?"

The prosecution objected to the questions, and in discussing their relevancy stated, that if the moderator allowed the questions to be asked they hoped the witness would answer them in a certain way, stating the way in which they desired the witness to answer them. The moderator decided the questions to be in order, and the witness answered them evasively, in words suggested by the prosecution.

Mr. Brown excepts to the question first asked J. K. Hunt by the prosecution.

Mr. Brown also excepts to the answer given to the second question, on same page, for the following reasons:—Because Mr. Hunt stated to the commission that he had no knowledge bearing on the question except such as he derived from a gentleman living in the city; and when it was ascertained and stated that the name of the gentleman from whom Mr. Hunt derived his information was not among the witnesses, Mr. Brown waived his constitutional right to have the name of the witness ten days before the trial commenced, and consented that the prosecution might summon the witnesses who made the communication to Mr. Hunt, and take the testimony direct. But notwithstanding this, the commission proceeded to take the answer from Mr. Hunt, the whole of which is excepted to and complaint hereby made to Presbytery.

In answer to the exception and complaint of Mr. Brown, presented in preceding paper, the prosecuting committee would state that they had frequently asked Mr. Brown to waive his right of ten days' notice previous to the introduction of any witness by them, which he constantly refused to do, and hence, when he proposed to waive his right in this instance, the com-

mittee did not feel called on to reject the answer to said question and summon the individual referred to, unless Mr. Brown would then waive his right in general, touching any other witnesses whom they might wish to introduce. This Mr. Brown again refused to do, notwithstanding which refusal, they expressed their willingness to introduce said witness and take his testimony in the case; moreover, Mr. Brown stated that he intended to introduce said witness himself at a proper time. In view of these facts the committee feel that Mr. Brown has no ground of complaint whatever.

The commission then presented the following report to Presbytery:

Number of sessions, 59.

Names of members of Presbytery who have at any time been in attendance—Ministers, J. G. Simerall, R. G. Brank, L. A. Lowry, Dr. R. J. Breckenridge, J. W. Wallace, S. M. Bayle's, M. B. Price, J. D. Shane, W. H. Forsyth; Elders, T. W. Bullock, W. H. Crocks, D. Munroe, W. Bullock, E. N. Offutt, G. B. Kinkead, James Logan.

Number of witnesses deposing in behalf of the prosecution, 41.

Number of witnesses deposing on the part of Mr. Brown, 35.

Total number of witnesses deposing before commission, 75; of whose names and of the pages on which their testimony commenced an index is filed.

During the time of the commission's holding its sessions, either the chairman of the committee of prosecution or the other members of that committee, on the one part, and Mr. Brown on the other part, have been present, and during all the time the commission has been in session the parties have been permitted to participate in the proceedings, with the exception of not being allowed to vote. There is also filed an index to all the exceptions, general and special, made to testimony, with the pages on which the exceptions are found. The clerk of the commission has been laboriously engaged during the week days, since the commencement of the sessions of this commission, on the 9th day of November, 1852, in the preparation of these records, for which, the commission is of opinion, he should be fairly compensated. The sexton, William Ferguson, who, the commission understands, is in expectation of an early departure for Liberia, has attended on the commission, and during its recess on the clerk and copyists, during a similar period of time, viz: nearly all the week days since the 9th of November, and for which commission recommends that he receive a liberal compensation.

The commission considers itself to have completed its work of taking testimony, and so far as they have knowledge, the testimony in the case is fully taken, with the exception of a few witnesses on both sides, who, as the commission are informed, chiefly reside out of the bounds of this Presbytery, and who have not appeared in reply to the summons sent to them.

It is ordered, that the clerk attest the records, and place them in the hands of the moderator of Presbytery.

The commission then adjourned *sine die*. Closed with prayer by W. H. Forsyth.

Attest,

J. D. SHANE, *Clerk of Commission.*



## PROCEEDINGS OF PRESBYTERY.

CARROLTON, April 13th, 1852.

A printed document published by D. S. Goodloe, and by address sent to the moderator of Presbytery, touching the moral character of Rev. J. H. Brown, was laid before the body, and after some discussion was referred to the following committee, to wit: Messrs. Lowry, Strahan and W. Bullock, with instructions to report at this meeting of Presbytery.

The committee to whom was referred the pamphlet in reference to Mr. Brown, report as follows:

WHEREAS, a printed document titled, "To a Just Public," by D. S. Goodloe, of Lexington, intended to injure the ministerial character and reputation of Rev. J. H. Brown, has been sent to this Presbytery, the charges contained in which having been fully and fairly investigated before the Webb Encampment, No. 1, of Knights Templars, a court of the highest order of Masonry, of which both parties are members, after a long and laborious trial of several weeks, and the same transaction out of which these charges have grown, having been previously arbitrated by a committee of three of the most intelligent and respectable citizens of Lexington, chosen by the parties themselves; and whereas, it is the duty of the Presbytery to be watchful over the character of its members and to protect the same when wantonly and maliciously assailed, to the injury of the cause of Christ; therefore, resolved,

1st. That the Rev. J. H. Brown has our warmest sympathies in the abuse that has been heaped upon him, and our highest regard as a man of integrity and veracity and also as a minister of the gospel.

2d. That the above preamble and resolution, together with the card signed by the arbitrators, and the decision of the Encampment, as made public by their own act, bearing on the charges and character of Mr. Brown, be sent to the Presbyterian Herald for publication.

A true copy,

T. G. STRAHAN, *Stated Clerk.*

The original resolutions were reconsidered, and the following adopted instead:

RESOLUTIONS OF THE PRESBYTERY AT HARMONY, May 4, 1852.

1st. *Resolved*, That in view of all the circumstances connected with this whole matter, there is no call for the action of the Presbytery on the subject, there being nothing before the Presbytery so to impair confidence in the integrity of Mr. Brown as to require of the Presbytery or even to render proper the originating of any such action.

In Presbytery at Harmony, May 4th, 1852, a letter from D. S. Goodloe touching the action of the Presbytery at Carrolton, in the matter of the charges of Goodloe against Brown.

2d. *Resolved*, That as the minutes of the proceedings at Carrolton as now amended and recorded, do not contain the matters complained of, Presbyters deem it unnecessary to take any further action in the case, unless at the demand of Mr. Brown.

A true copy,

T. G. STRAHAN, *Stated Clerk.*

NICHOLASVILLE, Ky., November 1st, 1852.

On motion of S. Robinson, Presbytery resolved to hold an interloecutory meeting this evening, at 7 o'clock, at the house of Mr. West.

*Seven o'clock.*—Presbytery began its interlocutory meeting, and a motion was made by S. Robinson that the roll be called, and each member be called on to give his views touching the object of the meeting. On motion, a committee was appointed to draft a minute expressive of the mind of Presbytery, which minute shall be the basis of future action on the case. Brothers J. J. Bullock, Coons and Stonestreet were appointed said committee. The Presbytery then adjourned till tomorrow morning, 8½ o'clock.

After recess, the Presbytery came to order in interlocutory session. The Rev. Dr. Bullock, from the committee appointed for that purpose, reported a minute, as the opinion of Presbytery as expressed last night; which was received, adopted, and is as follows, to wit:

"The committee appointed by the interlocutory meeting to embody the views expressed at that meeting, concerning charges against the ministerial and Christian character of Rev. John H. Brown, are of opinion that it is due to brother Brown, as well as the cause of Christ, that Presbytery should have a full, thorough and patient investigation of the whole matter; and for this purpose a committee of prosecution be appointed to prepare the whole case for the action of Presbytery."

The following committee was appointed in accordance with the resolution in the minute, to wit: Rev. J. J. Bullock, D. D., and Rev. F. G. Strahan; and the Presbytery resolved, that when it adjourns, it will adjourn to meet on Tuesday, 28th instant, at 11 o'clock A. M., in the Second church, in the city of Lexington.

SECOND CHURCH, LEXINGTON, Sept. 28th, 1852.

The Presbytery of West Lexington met according to adjournment, and was opened with prayer by the moderator. The roll was called, and the following members found to be present, to wit:

Ministers—J. J. Bullock, D. D., F. G. Strahan, J. G. Simerall, J. H. Brown, J. W. Wallace, R. J. Breckenridge, D. D., S. M. Bayless, M. B. Price, L. A. Lowry, J. D. Shane, B. G. Fields and R. J. Brank.

Elders—W. Crooks, from Bethel; R. Pindell, from Presbyterian church, Lexington; J. W. Bullock, from First church, Lexington; J. Martin, from Pisgah; J. Wallace, from Mount Horeb; J. Sargent, from Woodford; B. Monroe, from Frankfort; W. Bullock, from Walnut Hill; J. Logan, from Hopewell; George Fishback, from Salem.

After the minutes of the previous meetings were read, Mr. Brown read a paper objecting to Dr. Breckenridge as a Presbyter in his trial, and requesting that said paper be put upon record. Pending the consideration of said paper, Presbytery took a recess till 3 o'clock P. M.

*Three o'clock P. M.*—Presbytery came to order. On motion, the paper presented by Mr. Brown was unanimously rejected. Mr. Brown then moved that the Presbytery unite with him in referring the question to the Synod, where Dr. Breckenridge should sit as a Presbyter in his trial, which motion was not seconded. Mr. Brown then offered the following resolution, That the ends of justice will be promoted by the withdrawal of Dr. Breckenridge from this court, and the Presbytery therefore advises him (under all circumstances) to withdraw. Pending the consideration of this resolution, Dr. Breckenridge said, that if the Presbytery would intimate to him that the ends of justice would be promoted by his withdrawal, he would at once stand aside.

The motion was then put, and the yeas and nays being called for, are as follows:

Yeas—Lowry, Pindell and Crooks—3.

Nays—Bullock, Strahan, Wallace, Bayless, Price, Brank, Fields, T. W. Bullock, W. Bullock, Martin, Logan, Sargent, J. Wallace, Monroe, Fishback.

*Non signet*—J. D. Shane.

Dr. Breckenridge and Mr. Brown both declined to vote. Mr. Brown then asked Presbytery to take recess until 7 o'clock P. M. that he might have time to deliberate, pray over and consult with friends whether he would consent to be tried by this Presbytery. Some misunderstandings arising as to the reasons of his request, Mr. Brown then stated distinctly the ground on which the request was made, to wit: that he might have time to deliberate whether he would consent to be tried by this court at all or not. Mr. Brown then, at the suggestion of a member near him, modified his request and presented it in the following form, to wit: "That he might have time to deliberate upon what was the best course for him to pursue under the circumstances." Presbytery refused to have a recess by a vote of eleven to seven, whereupon, Mr. Brown said, "Then, sir, I renounce the jurisdiction of this body, and if we are to have a farce here, I will have no hand in it." Mr. Brown then left the house, followed by a considerable number of his congregation.

The committee of prosecution then presented their report which was received, and is as follows:

The committee appointed by the Presbytery, at its meeting in Nicholasville, on the 1st, 2d and 3d days of September, 1852, to prepare and submit the charges and specifications preferred by common fame against the Rev. John H. Brown, report as follows:

The Rev. John H. Brown, a member of the Presbytery of West Lexington, and the pastor of the Second Presbyterian church, in the city of Lexington, is charged by common fame, as follows:

*FIRST CHARGE—In the matter of his bookstore.*

He is charged with having set up his son, Dwight Brown, in business as a bookseller, in the city of Lexington, and allowed him to conduct a large business for several years, as sole and absolute owner thereof, without any claim of ownership on the part of said John H. Brown, and with a general course of conduct on his part inconsistent with any ownership in him; and then, afterwards, with denying that the said Dwight Brown ever owned any interest whatever in said bookstore; and with using the said Dwight Brown to make oath repeatedly, that he never did possess any interest in said bookstore, when such oath was apparently necessary to the success of the said John H. Brown in various trials in the civil court and before arbitrators, and before a certain order of Freemasons; which said conduct is inconsistent with the character of a Christian minister.

*SECOND CHARGE—In the matter of the bookstore, further.*

He is charged with a want of honest and fair dealing in various instances in the sale of a bookstore to Col. D. S. Goodloe, of which these which follow are a part, to wit: 1st. In that he used unfair and disreputable arts to induce him to purchase. 2d. In that he represented his stock to be much less than it was, and thus induced Goodloe to enter into a written contract to take it previous to the taking of an invoice. 3d. In that he represented his stock to be much better than it was, to the great injury of the said Goodloe. 4th. In that he put upon said Goodloe, contrary to their contract, several hundred dollars worth of stock for which he forced him to pay him, which

he was afterwards forced, by an arbitration, to refund. 5th. In that he took advantage of said Goodloe in the mode of invoicing the stock. 6th. In that he has suppressed or destroyed the original slips or books from which he copied the invoice, thus rendering any detection in the falsity of the invoice extremely difficult. That he, as an inducement to Goodloe to purchase his bookstore, pledged to him the patronage of himself, his congregation, and friends, and afterwards sought to ruin Goodloe, not only by endeavoring to injure his custom, but by pretending to believe that he was not solvent. 7th. That he agreed to reduce the stock on hand at the period of the sale, to about four thousand dollars by the time Goodloe should take possession; instead of doing which he purchased, in the interval between the sale and delivery, large amounts of books, to the injury of Goodloe. 8th. That he invoiced to Goodloe, without his knowledge, a lot of books in Philadelphia, and obliged him to pay for them. 9th. That he made a positive agreement about the costs of the arbitration, which he refused afterwards to comply with. 10th. And that after the written contract between him and Goodloe was entered into he induced Goodloe, by unworthy any dishonest arts, to vary it and give him notes in such a form that he might coerce, as he did coerce their payment in a manner contrary to equity and good conscience. 11th. That Goodloe advanced for Brown a sum of money for city taxes on the bookstore, for 1850, which Brown not only refused to pay him, but defeated his recovering at law, contrary to good conscience, by the testimony of his son, Dwight Brown. 12th. That J. H. Brown made all the extensions and additions in the invoice, and kept the invoice in his possession till the business was finished, representing the whole to be correct, and pledging himself to correct errors; under which state of facts Goodloe signed the notes to third parties for the price of the store. The invoice being, in fact, grossly incorrect, Brown correcting no errors except as he has been obliged, Goodloe being a great loser, and Brown withholding money justly due to Goodloe; which various acts, and every one of them are inconsistent in what is becoming a Christian minister.

THIRD CHARGE—*In the matter of the bookstore, further.*

He is charged with repeated misrepresentations, prevarication and falsehood, of which a part are these which follow, to wit: 1st. That to induce Goodloe to purchase the bookstore he falsely represented to him that he was able to sell it on the same terms at which he offered it to him, to several different persons, whom he named. 2d. That after the sale to Goodloe he defended himself to others for that sale, by repeating these false allegations to them. 3d. That after the sale to Goodloe he stated, untruly, that the portion of the stock complained of by Goodloe could be sold at trade sale for more than it cost. 4th. That he stated, repeatedly, untruths about the old almanacs, for which he forced Goodloe to pay him. 5th. That he was guilty of repeated false statements and acts of deception with regard to the executive documents, so-called. 6th. That he untruly represented the amount of bad stock to be very small when it was really very great. 7th. He made false representations of the value of the spring markets and induced Goodloe to pay him a premium to get possession of the bookstore earlier than by contract he was to get it; he falsely pretended that his friendship for Goodloe was his actuating motive in getting the terms of the contract varied, when in fact, as he afterwards acknowledged, his real motive was to get security on the contract and change the form of it,

so as to place Goodloe more absolutely in his power. 8th. That he falsely represented, in the act of invoicing the books, that their true cost to Brown was marked in them, and believing and acting on which misrepresentation Goodloe sustained great injury. 9th. That he faithlessly represented his son, Dwight Brown, as well suited and qualified to aid Goodloe in his bookstore, and induced him to employ him at a high salary, when he well knew and confessed that his son was neither competent nor reliable as a business man. 10th. In his written statement before the Lodge he falsely says, that Goodloe never made any proposition to him to arbitrate. On the 4th page of his pamphlet he further states, that as soon as he had an intimation of Goodloe's discontent, on county court day, he, with Mr. Skillman, called on Goodloe and proposed to correct errors, which statement is said to be untrue. 11th. On page 9th of his pamphlet he says, "All the almanacs sold to Goodloe of a date previous to 1848 would not exceed half a hundred," which is not true. He also stated before the session of his church, that the larger part of the almanacs sold to Goodloe was of the date of 1850; all of which false statements, in the form in which they are charged, are contrary to the character of a Christian minister.

Witnesses for 1st, 2d and 3d charges—S. Shy, M. C. Johnson, D. S. Goodloe, F. K. Hunt, Henry Bell, C. S. Bodley, A. T. Skillman, J. Griswold, M. B. Morrison, W. A. Leavy, T. Dolan, M. D. Gilbert, Award of the arbitrators, J. H. Brown's statement, H. W. Derby & Co., J. H. Brown's pamphlet, W. H. Moore & Co., H. B. Baxter, J. G. Allen, Dr. D. Ayres, John Kennard, James Weir, W. M. O. Smith, Dr. McKee, W. M. Todd, B. Johnson, Alexander Cox, G. Clay Smith, W. Vanpelt, D. C. Wickliffe, Derick Warner, George Yeizer, John Henry, George Norton, Sr., W. A. Dudley, M. T. Scott, J. W. Scott, Dr. Samuel Letcher, C. S. Bodley & Co., J. A. & U. P. James, E. Morrison, N. B. Waller, Rev. E. Foreman, Oliver Frazer, Decision of the arbitration, Alfred Cox, Dr. Hitchcock, Ebin Milton, James L. Searles, Invoice-books.

FOURTH CHARGE—*In the matter of a transaction with Rev. E. Foreman.*

He is charged with a merciless business transaction with a brother minister in narrow circumstances, and with a family dependent on him, of the following description, to wit: That J. H. Brown had purchased, at rates much below par, a number of shares of stock in an insurance company located in Lexington; that the enormous gains of that company paid a large part of that par price, of the price over and above what Mr. Brown gave for it; that at a certain period the said company fell into laboring circumstances and ceased to make any dividends; that after this, and after its last dividend, Mr. Brown sold to Mr. Foreman, who resides in Richmond, ten shares of said stock for himself and three shares for his mother, an aged widow, at \$100 per share; that at the time of the sale of said stock it was not, in fact, worth what Mr. Brown sold it for, and that at the time of the transfer Mr. Brown certainly knew the fact, and that afterwards the company made no dividend but utterly failed, and every cent paid by Foreman was a total loss, and Mr. Brown received from Foreman \$1300 for what had actually cost him far less than that; and it is further charged that the sale was made under the strong representations by Mr. Brown of the great value of the said stock. And that after the total loss by Foreman and his mother no suggestion has ever been made by Mr. Brown, whose circumstances are affluent, to bear any part of the loss. All which conduct is unbecoming a minister of the gospel.

Witnesses—E. Foreman, H. B. Baxter, W. A. Dudley, F. K. Hunt, M. C. Johnson, A. T. Skillman, with witnesses under the other charges.

FIFTH CHARGE—*In the matter of Mrs. Maria Price.*

He is charged with duplicity, bad faith and prevarication towards Mrs. Price, the widow of a Presbyterian minister, for whom and for whose husband, during his life, he professed great friendship, in substance as follows, to wit: That Mrs. Price being about to establish a school at Pisgah to support herself and her little children, applied to Mr. Brown to assist her in obtaining for her the services of a certain Mrs. Gay as a teacher in her school. That he undertook the service, but in the end and by the underhand conduct of Mr. Brown, Mrs. Price not only failed of getting the teacher, whose mind was made up to accept the offer and who was on her way to Kentucky, to enter on her duties as teacher in Mrs. Price's school, but Mr. Brown himself procured her services in a school of which he had the charge in Lexington. It is further charged that Mr. Brown has used Mrs. Price's private letters to him, touching the matters aforesaid, in repeated instances and to divers persons deceptively, for the purpose of creating the impression that she was satisfied with his conduct, and had apologized to him for her conduct to him. All of which is inconsistent with the character of a Christian minister.

Witnesses—Matthew T. Scott, Mrs. Price, Mrs. Gay, A. Vanmeter, J. S. Berryman and wife, Mrs. E. Milton and daughter, Captain James Allen, R. Knott, Dr. J. R. Allen, J. J. Bullock, and witnesses under the other charges.

SIXTH CHARGE—*In the matter of public and official disregard of truth.*

He is charged with repeated false statements made in open sessions of the church court, and intended to deceive those courts, and excuse himself for neglect in attending on them, to wit: Amongst other cases, he is charged with having stated, when called on for his reasons for absence from a previous meeting of the Presbytery of West Lexington, at its session at Mount Horeb church, that he had not attended said previous meeting because the board of trustees of Center college, of which he was a member, met on the same day at Danville, when in fact, as he well knew, he had not been at the meeting of the said board of trustees; and he is also charged with having stated in the Synod of Kentucky, when called on during its session at Frankfort for reasons for absence from its previous sessions at Danville, that he had been prevented from going to Danville by the state of his health, when in fact, at that very time, as he could not but know, he had gone to Cincinnati to purchase books for his bookstore in Lexington; all of which acts are inconsistent with the character of a minister of the gospel.

Witnesses—J. S. Berryman, J. J. Bullock and other members of the Presbytery, Rev. Dr. Young, S. S. McRoberts, James Stonestreet, R. J. Breckenridge, Derby & Co. and other booksellers in Cincinnati, and witnesses under other charges.

SEVENTH CHARGE—*In the matter of plagiarism.*

He is charged with appropriating to himself, both in the pulpit and through the press, the literary labors of other men, using them without acknowledgment as his own, to the great discredit of the gospel ministry, and in sinful disregard of truth and fair dealing, to wit: Amongst other things, he is charged with having preached as his own, in the pulpit of the Presbyterian church in Paris, on a communion season, a printed sermon of the Rev. Dr. Tyng, of the Episcopal church, without any hint or allusion

as to the real facts of the case, and when questioned on the subject afterward with having denied it in the most unqualified terms; and he is charged with having printed and published, with his name on the title page as compiler, a volume called "A Church Manual," which was in fact no compilation at all, but was merely and throughout an abbreviated reprint, without credit or allusion to any other works, of a similar volume, published a number of years ago for the use of the Second Presbyterian church in Louisville, and now become very rare; all of which is inconsistent with the character of a minister of the gospel.

Witnesses—Rev. J. S. Kemper, Mr. Harrod and other members of the Paris Presbyterian congregation, and the aforesaid Manual published by him, and the one published by the Louisville church, and the elders of his church, and witnesses under other charges.

EIGHTH CHARGE.

He is charged with unfair and disreputable conduct in his dealings with James Weir, Esq., a ruling elder in the church of which he is pastor, in various matters connected with the estate which he purchased from the said Weir, among which unfair and disreputable acts are these which follow, to wit: In a transaction about certain lumber on the estate he tried to take advantage of said Weir; that in certain settlements touching the mode of calculating interest on payments for the land he endeavored to overreach said Weir; that in regard to the public sale of the personal effects of said Weir on the said estate, he was guilty of repeated acts of unfair and disreputable conduct touching the purchase of a lot of corn in substance as follows, to wit: That he asked as a favor permission to use some of the corn for his stock previous to the sale, which he so used as to ascertain the yield of the corn in the various fields; that he then endeavored to unite with others in a combination not to bid against each other for corn at the sale; and when this attempted combination was defeated by Mr. Weir's agent, that he refused, on false pretenses, to execute his notes according to the terms of the sale; that in the course of these transactions he unjustly spoke in terms of great harshness of the said Weir; and that these transactions were quieted by means of the intervention of the members of the session of his church; which acts and doings are inconsistent with the character of a Christian minister.

Witnesses—The elders of the said church, James Weir, Mrs. Frances Weir, E. K. Sayre, Thomas Dolan, Mr. Watkins, Ephraim D. Sayre, Jacob Hostetter, and witnesses under other charges.

Presbytery then adjourned until tomorrow morning, at 10 o'clock.

Closed with prayer.

*Wednesday morning, ten o'clock.*—Presbytery came to order. Prayer by the moderator. The minutes of yesterday were read. The report of the committee of prosecution was then taken up, and the charges touching the bookstore, with the list of witnesses, were read. Mr. Pindell then moved that the name of Dwight Brown be added to the list of witnesses presented by the committee of prosecution. Mr. Pindell stated that the object of this motion was to test the competency of D. Brown as a witness in this case. The motion was decided out of order.

Mr. Lowry then moved that the name of D. S. Goodloe be struck out of the list of witnesses, with a view to exclude his testimony in the case, which was also decided out of order. The charges touching the bookstore were then adopted.

After further consideration on the remaining charges, Presbytery adjourned until tomorrow morning, at 8 o'clock.

Closed with prayer.

*Thursday Morning, eight o'clock.*—Presbytery came to order, and was opened with prayer. The minutes of the previous sessions were read and approved. The unfinished business was then taken up. After considerable discussion, the remainder of the report of the committee of prosecution was adopted, except the charge touching a transaction with Owen W. Walker, which was rejected. The report as amended was then adopted as a whole.

A paper was then offered by Dr. Breckenridge and unanimously adopted, and is as follows, to wit: "When the committee of prosecution in the case of common fame and the Rev. John H. Brown were called on to report and were about commencing to read the charges, Mr. Brown simultaneously, in open Presbytery, publicly renounced the jurisdiction of the body and left the house, followed by a considerable number of his congregation then present. Under these circumstances the Presbytery thought fit to hear and act upon the report of the said committee. Having done so, the next regular steps, if the case were ordinary, would be to furnish the party accused with the charges tabled and agreed on, and cite him to appear for trial. But the intervening act of renunciation by Mr. Brown places the whole matter in an extraordinary and unusual posture; for if the ordinary citation were issued and Mr. Brown should appear to it, the Presbytery could not proceed to try him until he had first retracted his renunciation of their authority, given satisfaction for his sin therein, and submitted himself to the authority of the Presbytery. In this state of case, the Presbytery deems that its duty will be best discharged by setting in the first instance, the case made by the renunciation of the authority of Presbytery by the said Rev. John H. Brown, omitting, in the meantime, the ordinary proceedings under the charges. It is therefore, ordered, that the said Rev. John H. Brown be cited to appear in Presbytery, at the Second church, in the city of Lexington, on the 26th day of October, 1852, between the hours of 11 o'clock A. M., and 1 o'clock P. M., then and there to make his formal retraction of his aforesaid renunciation, and his submission to the authority of the Presbytery, and give satisfaction to it for the sin he has committed in manner aforesaid. In default thereof the Presbytery will at that time, and for the above mentioned offense, proceed to exclude him from church privileges, and depose him from the gospel ministry. And the delivery of an attest copy of this minute to the said Rev. John H. Brown shall be taken as due service of the citation intended by it.

The minutes were then read and approved, and on motion, Presbytery adjourned to meet in the Second church, Lexington, on Tuesday, the 26th October, at half-past 10 o'clock A. M. Closed with prayer.

J. G. SIMERALL, *Moderator W. L. P.*

Attest: F. G. STRAHAN, *Stated Clerk.* R. G. BRANK, *Temporary Clerk.*

SECOND CHURCH, LEXINGTON October 26th, 1852.

*Tuesday, 10½ A. M.*—Presbytery met, according to adjournment, and was opened with prayer by the moderator.

Ministers present—Bullock, Simerall, Strahan, Breckenridge, Nevins, Lowry, Price, Wallace, Shane, Bayless, Forsythe and Brank.

Elders—Crooks, T. Bullock, J. Martin, Pindell, W. Bullock, E. W. Offut, J. N. West, Lewis, J. B. Kenny, George Fishback, J. Logan, D. Price.



Ministers absent—J. B. Crow, B. J. Fields, R. Stewart, George Van Emman.

The minutes of the last meeting were then read. Mr. Brown being present presented a paper containing a retraction of his renunciation of the authority of this Presbytery. On motion, this paper was received, and is as follows, to wit:

“To the Moderator of West Lexington Presbytery:—Your citation requiring me to appear before the Presbytery on the 26th inst, and answer to the charge of contumacy, was placed in my hands by your stated clerk. That my renunciation of the jurisdiction of the Presbytery was contumacious I am ready to confess, and it is not my purpose to attempt either a vindication of that act, or to justify myself in the course I adopted. At the time I renounced your authority I felt that I was *shut up* to that course, and under the influence of that feeling I renounced your jurisdiction. In so doing I confess that I did wrong. I now regret that I did it; I ought to have submitted, and availed myself of the right of complaint and appeal to a higher court. I now desire to retract, and do retract my renunciation of your jurisdiction and submit to the authority of this court, reserving to myself only such constitutional rights as are guarantied by the book of discipline. Respectfully,

JOHN H. BROWN.

The Rev. J. W. Wallace then moved that this paper be considered as satisfactory. This motion was opposed on the ground that Mr. Brown, in said paper, made no acknowledgment of sin in violating his ordination vows, neither repentance for his sin. During the discussion, Mr. Brown stated that he was ready to answer any question which might be proposed to him touching the matter, provided that they were predicated upon the sincerity of his answer; otherwise, he would not answer.

Pending the further discussion of this matter, Presbytery took a recess till 3 o'clock P. M.

*Three o'clock P. M.*—Presbytery again came to order. Took up the unfinished business, to wit, the paper of Mr. Brown. After some further discussion touching said paper, it was moved that the moderator propound to Mr. Brown the following question, to wit: Whether he meant by the word “wrong,” in his paper, sin; and by the word “regret,” repentance? Whereupon Mr. Brown voluntarily stated that such was his meaning, and that it had never entered into his mind that he had not sinned in violating his ordination vows. He also declared his sorrow for the sin he had committed. The paper was then amended, and is as follows, to wit:

“To the Moderator of the West Lexington Presbytery: Your citation requiring me to appear before the Presbytery on the 26th instant, and answer to the charge contained therein, was placed in my hands by your stated clerk. At the time I renounced your authority I felt that I was *shut up* to that course, and under the influence of that feeling I renounced your jurisdiction. In so doing I confess that I did wrong: I violated my ordination vows, and I am sorry that I did it. I ought to have submitted, and availed myself of the right of complaint and appeal to a higher court. I now desire to retract, and do retract, my renunciation of your jurisdiction, and submit to the authority of this court, reserving to myself only such constitutional rights as are guarantied by the book of discipline.

“Respectfully,

JOHN H. BROWN.”

The paper was then received as satisfactory; and Mr. Brown was received back into Presbytery.

Presbytery then adjourned till tomorrow morning, at 9 o'clock. Closed with prayer.

*Wednesday Morning, 9 o'clock.*—Presbytery met and was opened with prayer. The minutes of yesterday were read and corrected. An attested copy of the charges, with the names of the witnesses, were then placed in the hands of Mr. Brown. Presbytery then had recess until 3 o'clock.

*Three o'clock P. M.*—Presbytery again came to order. Mr. E. N. Offut asked leave of absence from the remaining session of Presbytery, which was granted.

On motion of the prosecution, the 6th charge, touching the transaction with the Rev. Mr. Ash, was stricken out, because the attendance of the principal witness in the case can not be obtained.

Rev. John H. Brown was then arraigned at the bar of the Presbytery, and called upon by the moderator to say whether he was, or not, guilty of said charges; when Mr. Brown answered, "I am not guilty." The committee of prosecution were then called upon to say whether they were ready to go into trial; they announced that they were, unless the defense would permit them to introduce witnesses whose names were not on the list there given to the accused. This Mr. Brown refused to do. Dr. Bullock then had leave of absence till 3 o'clock P. M. The following paper was then offered by Dr. Breckenridge:

"The stated clerk is directed to furnish Mr. Brown with a list of the tables against him, with the names of the witnesses to sustain them. The list of the witnesses and the charges shall be furnished to Mr. Brown at least ten days before proceeding to take any testimony in the case; and the moderator of the Presbytery for the time being, together with two or more ministers of the body, or of the ruling elders now delegated to this Presbytery, shall be a commission to take all the testimony in the case, with power to adjourn from time to time, till the whole is done. If the moderator be absent, the next preceding moderator present shall preside, and if a quorum should at any time fail to attend, the moderator shall be invested with authority to require attendance. And the Presbytery, when it adjourns, will adjourn to meet at the Second Presbyterian church in Lexington, on the second Tuesday of January, 1853, at 11 o'clock A. M., to issue the case."

It was then, on motion, resolved to amend the foregoing minute by striking out the words "together with any two or more ministers of the body, or the ruling elders now delegated to this Presbytery," and inserting in their stead the names of two members of the Presbytery, the one a minister and the other a ruling elder, to unite with the moderator in constituting a commission to take the testimony in the case. It was moved by R. Pindell, that R. G. Brank, minister, and B. Monroe, elder, be the names inserted. F. G. Strahan offered a substitute for this motion: That the names of J. W. Wallace, minister, and J. W. Bullock, elder, be inserted. These motions being both withdrawn, the minute was still further amended by inserting the names of R. G. Brank and J. W. Wallace, ministers, and B. Monroe and T. W. Bullock, elders, as constituting, with the moderator, the permanent commission; and that any two of the five who shall meet, or any other minister of the Presbytery, or any other ruling elder now delegated to this body, be empowered to take testimony in the case. The whole minute, as amended and adopted, reads as follows:

"The stated clerk is directed to furnish Mr. Brown with a copy of the

charges tabled against him, with the names of the witnesses to sustain them. The list of witnesses and the copy of charges shall be furnished to Mr. Brown at least ten days before proceeding to take any testimony in the case; and the moderator of the Presbytery, for the time being, together with R. G. Brank and J. W. Wallace, B. Monroe and T. W. Bullock, or any two of the five who shall meet, or any other minister of the Presbytery, or any ruling elder now delegated to this body, who has been present, shall be a commission to take all the testimony in the case, with power to adjourn from time to time, till the whole is done. And the Presbytery, when it adjourns, adjourns to meet at the Second Presbyterian church in Lexington, on — day of —, to issue the case."

*Wednesday afternoon.*—Rev. J. J. Bullock, upon his return to the Presbytery, as chairman of the prosecuting committee, expressed his dissatisfaction with the commission as then constituted, and moved to add to it the name of Dr. R. J. Breckenridge. This motion being laid on the table, on motion, the minute as above amended and adopted was reconsidered; the minute in its original form was then passed with this addition: That if in any case the moderator shall be absent, the next preceding moderator present shall preside.

Presbytery then adjourned till to-morrow morning at 9 o'clock. Closed with prayer.

*Thursday morning, 9 o'clock.*—It was moved and carried that the commission meet immediately after the adjournment of Presbytery, and thereafter on their own adjournment.

Lowry and Price asked and obtained leave of absence from the remaining sessions of Presbytery. The prosecuting committee announced that they were ready to proceed in the trial. It was moved and carried that the approval of the members be deferred till the next meeting of Presbytery.

Presbytery then, on motion, adjourned to meet in the Second church in Lexington, on the second Tuesday in January, 1853, at 11 o'clock A. M. Closed with prayer.

J. G. SIMERALL, *Moderator*,  
R. G. BRANK, *Temp. Clerk*.

Attest: F. G. STRAHAN, *Stated Clerk*.

SECOND CHURCH, LEXINGTON, January 11, 1853.

The Presbytery of West Lexington met according to adjournment, and was opened with prayer by the moderator.

The following ministers were in attendance, to wit: W. H. Forsythe, J. D. Shane, H. V. D. Nevins, J. H. Brown, J. J. Bullock, F. G. Strahan, L. A. Lowry, J. G. Simerall, J. W. Wallace, and R. J. Breckenridge.

The following elders were also present, to wit: T. W. Bullock, from First church, Lexington; R. Pindell, from Second church, Lexington; Captain Neat, from Pisgah; Judge Monroe, from Frankfort; W. Bullock, from Walnut Hill; George Lewis, from Harmony; James Logan, from Hope-well; W. Crooks, from Bethel; C. F. Smith, from Nicholasville.

The Rev. Dr. Grundy was invited to sit as a corresponding member.

The minutes of the last meeting were then read and approved. The commission raised by Presbytery to take the testimony in the case of common fame against the Rev. J. H. Brown, made their report, and after considerable discussion upon the motion to receive the report, the Presbytery took recess until 3½ o'clock.

*Half-past three o'clock P. M.*—Presbytery again came to order, and took up the unfinished business, to wit: The report of the commission. The discussion was continued. Then the Presbytery received the report, and discharged the commission. A communication from Mr. Forman was received by the moderator, was read, and laid before the Presbytery, touching his testimony, and was ordered to be placed in the hands of the clerk of the commission, and appended to his testimony. Mr. Pindell then moved that the Presbytery, when it adjourns, will adjourn to meet on the 1st day of February next, to issue the case of Mr. Brown. It was then moved by T. W. Bullock to strike out the 1st of February, and insert the Wednesday before the third sabbath in April—10 to 7; a division of the question was asked and granted; the question to strike out was then put and carried—10 to 7. The question on filling the blank then came up, and after considerable discussion the blank was filled with the Wednesday before the third sabbath in April. The yeas and nays being called for, are as follows:

Yeas—Ministers; Waller Bullock, Breckenridge, Strahan, Forsythe. Elders; T. W. Bullock, W. Bullock, James Logan, Monroe, Lewis, and Offut.

Nays—Ministers; Shane, Lowry, Nevins, Wallace. Elders; Pindell, Neat, Smith, Crooks.

The resolutions were then, on motion, laid on the table for the purpose of taking up the following paper, which was adopted, and is as follows, to wit:

“Upon the request of Mr. Brown for a continuance of his case for three weeks, the Presbytery are willing to continue his case until its regular meeting in April; but the Presbytery are not willing, under all the circumstances, to have another special meeting before the regular meeting in April to try this case; and Mr. Brown for himself, and Mr. Pindell on behalf of the church of which Mr. Brown is pastor, having declared that they preferred the trial to proceed at present rather than have it continued till April, the Presbytery will proceed to issue the case for the trial of which it is now specially convened.”

Presbytery then adjourned till tomorrow morning, at 9 o'clock. Closed with prayer.

*Wednesday morning, 9 o'clock, January 12th, 1853.*—Presbytery came to order, and was opened with prayer. The minutes of yesterday were read. The answer to a question sent by Mr. Brown to Mr. S. Turner, of Richmond, was received, and ordered to be appended to his testimony. On motion, the Rev. J. D. Shane was elected clerk temporary, during Mr. Branks' absence.

The following paper, prepared and presented by Judge Monroe, was, after considerable discussion, then adopted by Presbytery:

“It is agreed by prosecution and by Rev. J. H. Brown in this case, to which the Presbytery assent, that all the testimony taken and reported by the commission shall be read upon this trial, and all exceptions to the competency of witnesses is waived; but it is understood that the weight of the evidence, the credibility of the witnesses, the relevancy of the testimony, and to competency to prove the facts to which the evidence relates, is to be free for discussion and decision of each member and the parties upon the decision of the question in issue. This agreement does not apply to the competency of Dwight Brown as a witness.”

It was then ordered that the hours during which the Presbytery shall

hold its sessions shall be, in the morning, from 9 o'clock to 1 o'clock; and in the afternoon, from 3 o'clock to 6 o'clock; and that there shall be no sessions of the Presbytery on Mondays and Saturdays.

Presbytery then had a recess till 3 o'clock, P. M.

*Wednesday, 3 o'clock P. M., January 12th, 1853.*—Presbytery came to order. It was moved that the objection of Dr. R. J. Breckenridge to the testimony of Mr. Dwight Brown be overruled, which was sustained. Ayes, 11; nays, 5.

On motion, Judge Monroe, J. W. Bullock and R. Pindell, were appointed a committee to report tomorrow morning, the further order of proceedings in this case to the close of the trial.

Presbytery then adjourned till tomorrow morning, 9 o'clock. Closed with prayer.

*Thursday morning, 9 o'clock, January 13th, 1853.*—Presbytery came to order. Opened with prayer. Rev. R. G. Branks appeared in Presbytery, and his reasons for tardiness were sustained.

The report of the committee on the further order of the proceedings in this case to the close of the trial, was then received, which report is as follows:

The committee to whom were referred the duty of reporting the order of proceedings to be observed upon the trial of the Rev. J. H. Brown, beg leave to report as follows:

1st. That the whole record of the testimony taken and reported by the commission on behalf of the prosecution be read in the order of the report.

2d. That the prosecution introduce any further testimony in chief they may desire to offer.

3d. That the record of the testimony taken and reported by the commission on behalf of the defendant be read in the order of the report.

4th. That the defendant introduce any further testimony he may desire to offer.

5th. That the prosecution introduce any rebutting testimony they may have to offer.

6th. That the defendant introduce any testimony he may have to offer in reply to the rebutting testimony of the prosecution.

7th. That the prosecution be heard.

8th. That the defendant be heard.

9th. That the prosecution be again heard.

10th. That the defendant be again heard, if he desires it.

11th. That the prosecution be permitted to reply, if desired.

12th. That the clerk shall call the roll; and every member may, when his name is called, express his opinion on the case, and give such explanation as he may deem proper of the grounds of his decision.

13th. The question shall be taken without debate on each specification under the first charge, and then upon the charge itself, and so on, till the question shall be regularly taken on each charge and specification.

14th. If the charges appear important and well supported, the Presbytery will proceed to censure, admonish, suspend or depose the defendant, according to the nature of the offense.

15th. If the charges do not appear important or well supported, the Presbytery will proceed to acquit the defendant.

Dr. Breckenridge offered a paper as a substitute for the report of the committee, which was amended, voted upon by articles, and adopted as a whole, and is as follows:

1st. The testimony taken by the committee shall be read through in the order in which it was taken. The question of the introduction of further testimony is reserved till the whole testimony already taken has been heard.

2d. The prosecuting committee shall have leave to open the case. The defense shall have leave to reply; and the prosecuting committee shall have leave to respond; after which the defendant shall have leave to reply again. In all these cases the parties will understand that according to our book of discipline, their particular duty is to comment on the testimony, and that they will be allowed to do this to any reasonable extent.

3d. As soon as the parties are through as above, they will understand that they have no further right to speak in the case, or to interfere in any way with the proceedings of the court.

4th. Then the roll shall be called; and every member of the court shall have an opportunity of expressing his opinion, with the reasons thereof.

5th. Then the vote shall be taken on each successive charge. The names and votes of the members of the court to be recorded on each charge. No debate shall be allowed from the beginning to the end of this voting.

6th. After the above voting in detail is finished, a committee shall be appointed to report a minute containing the judgment of the Presbytery, with the reasons thereof; and the report of the committee shall be open to discussion, amendment and rejection.

7th. The final vote on the final minute shall be taken. Call of the roll and record.

Presbytery then had a recess till 3 o'clock.

*Thursday, 3 o'clock P. M.*—Presbytery went into session. In the absence of the moderator, J. W. Wallace was chosen temporary moderator. The parties being present, the Presbytery then proceeded to judicial business. The court then charged, and the members reminded that they were about to sit in a judicial capacity, as a court of Jesus Christ, according to the usual form.

The prosecuting committee then proceeded to read the several charges tabled against the Rev. John H. Brown, on the part of common fame.

The clerk of commission was then called upon to read the testimony as taken before them. During the reading of the testimony, the hour for adjournment arrived, and the Presbytery adjourned to meet tomorrow morning at 9 o'clock. Closed with prayer.

The following paper of Mr. Brown's has been omitted to be copied on page 72:

“LEXINGTON, January 11, 1853.

“I am not ready now to proceed to trial, and offer the following reasons for a postponement of three weeks, which I ask of Presbytery:

“1. The commission appointed to take testimony in the case has been engaged in that duty up to the present day, and such has been my constant attendance upon that body, and occupied with the matters immediately before them, and the vast, complicated matters in proof, that I have not had time to examine the testimony taken, or arrange such notes from it as will be essential to my being able properly to present an argument in my defense.

“2. Being wholly inexperienced in the examination of witnesses, and being without counsel to aid me, I may, and probably have, omitted proof in my defense of the most vital importance, and which can be supplied. And in order to ascertain this, I should have time for deliberate examination and consultation, which has not been done, and could not have been

done, under the pressure upon my time and mind during the examination of the witnesses.

"3. That there is contained in the testimony reported much which is irrelevant, matter of opinion, hearsay, and otherwise incompetent, to which specific exceptions were not taken at the time of its introduction, and to which specific exceptions have not yet been filed, because it was impossible, for want of time, to examine the records and make them out. I have earnestly desired to be ready to proceed at the present time, and have in good faith used all the diligence in my power for this purpose; and such has been the effect of the efforts so made by me, that I am worn down in mind and body, and feel physically and mentally disqualified from making at this time that defense which every man should make for himself in a case involving such momentous consequences.

"I therefore ask the Presbytery to adjourn, to meet for the final adjudication of this case on Tuesday, the first day of February, directing the commission to meet on the Thursday preceding at 11 A. M., to take such additional testimony as the defense may desire to introduce."

*Friday morning, 9 o'clock, January 14th, 1853.*—Presbytery met and was opened with prayer. Presbytery considered the following motion, viz., That such part of Mr. Brown's pamphlet spoken of in the testimony as is explanatory of any parts used as evidence by the prosecution and to be read in evidence, and the prosecution is confined in the use of that pamphlet to such parts as were made the subject matter of interrogatories; which was passed.

Presbytery then had recess till 3 o'clock P. M.

*Friday afternoon, 3 o'clock.*—Presbytery went into session, and the clerk resumed the reading of the testimony. At the usual hour Presbytery adjourned to meet on Tuesday morning, 18th of January, 1853, at 10 o'clock. Closed with prayer.

*Tuesday morning, 10 o'clock, January 18th, 1853.*—Presbytery met according to adjournment; but the moderator being absent and but few of the members present, the meeting was deferred till 3 o'clock.

*Tuesday afternoon, 3 o'clock.*—Presbytery went into session, and was opened with prayer. Brothers Bayless and Price appeared and took their seats; their reasons for tardiness were sustained. Dr. Young, elder from Cleen creek, appeared and took his seat. The clerk then proceeded to read the testimony. Pending the reading of the testimony, an error was discovered in a question asked Mr. Dudley by Mr. Brown, as to the date of his insurance stock. It was agreed that the clerk should strike out the error, and that it should be corrected by Mr. Brown. Presbytery adjourned to meet tomorrow morning, at 9 o'clock. Closed with prayer.

*Wednesday morning, 9 o'clock, January 19th, 1853.*—Presbytery met according to adjournment, and was opened with prayer. The clerk resumed the reading of the testimony. At the usual hour Presbytery had recess till the afternoon at 3 o'clock.

*Wednesday afternoon, 3 o'clock.*—Presbytery went into session, and the clerk resumed the reading of the testimony. At 6 o'clock the Presbytery adjourned to meet tomorrow morning, at 9 o'clock. Closed with prayer.

*Thursday morning, 9 o'clock, January 20th, 1853.*—Presbytery met and was opened with prayer. The clerk resumed the reading of testimony.

*Thursday evening, 3 o'clock.*—Presbytery went into session. The reading of the testimony, as taken before the commission, was finished. The

parties being present, and declining to open any new testimony, it was resolved that the testimony is now concluded. A question was here raised as to the order in which the roll should be called; when, upon a motion, it was decided that the roll should be called as the names now stand in our Presbyterian records. Mr. Frederick Bush, elder from the First church, Lexington, presented himself in the place of Mr. T. Bullock, elder of the same, and by general consent the question was left open till tomorrow.

The parties then being present, and the testimony having been concluded, the prosecution was begun by T. G. Strahan.

Presbytery then adjourned till tomorrow morning, at 9 o'clock. Closed with prayer.

*Friday morning, 9 o'clock, January 21st, 1853.*—Mr. Strahan then concluded the prosecution on his part; and the Presbytery had recess till afternoon at 3 o'clock.

*Friday afternoon, 3 o'clock.*—Presbytery went into session. Mr. Frederick Bush again presented himself as delegate from the First Presbyterian church, Lexington, and the following minute was adopted, to wit:

“Mr. Thomas W. Bullock, the representative of the First Presbyterian church, Lexington, in this Presbytery, took his seat, and sat as a member for several days at the commencement of the present adjourned sessions; when he was taken sick and has been absent until the present time, and is still unable to sit in Presbytery; upon the occurrence of his said sickness the session of said church had a meeting and appointed Frederick Bush, a member of that session, to represent it in Presbytery in case of need, and he has been present in Presbytery at its session since, as he was at most of its previous sessions since the commencement of its adjourned sessions, but has not hitherto offered to take his seat, because he hoped Mr. T. W. Bullock might yet be able to resume his seat. Upon information this day received that Mr. T. W. Bullock continued ill, and the argument upon the case being about to commence by Mr. Brown, the said Frederick Bush presented himself and took his seat, and his name is enrolled.”

Mr. Brown then began his defense, and spoke two hours; when the Presbytery adjourned to meet on Tuesday morning, at 10 o'clock. Closed with prayer.

*Tuesday morning, 10 o'clock.*—Presbytery met according to adjournment, and the minutes having been read, Mr. Brown resumed his defence; and at 2 o'clock Presbytery had recess till half after three o'clock.

*Tuesday afternoon.*—Presbytery met, and Mr. Brown resumed his defence. At 6 o'clock Presbytery adjourned to meet tomorrow morning, at 9 o'clock. Closed with prayer.

*Wednesday morning.*—Presbytery met and was opened with prayer. The following minute was presented and adopted, viz:

“The Presbytery, during its present adjourned sessions, having sat about seven hours a day for ten days (occupying parts of three weeks) in the trial of Mr. Brown, and having now heard him for a day and a half, it is now ordered, in pursuance of some former order touching the hearing of the parties in this case, that Mr. Brown may be heard one additional day, being the present day, in his further defense; that the prosecuting committee may then occupy not over one day in reply; that Mr. Brown may occupy again not above two hours in a replication; that the prosecuting committee may then occupy not above two hours in a final rejoinder.



After which the parties shall be heard no further. And it is further ordered, that upon the calling of the roll, no member of the court shall occupy more than three hours in explaining the grounds of his judgment, without the special leave of the court."

After which, Mr. Brown resumed his defense at one o'clock. Presbytery had recess till afternoon at three o'clock.

*Wednesday afternoon, 3 o'clock.*—Presbytery met. Mr. Brown again entered upon his defense, and concluded his speech at six o'clock; when the Presbytery adjourned till tomorrow morning, nine o'clock. Closed with prayer.

*Thursday morning.*—Presbytery met, and was opened with prayer; when Mr. Bullock, on the part of the prosecution, began his speech. At noon, the Presbytery had recess till three o'clock.

*Thursday afternoon.*—Presbytery met. Mr. Bullock resumed his speech. At six o'clock, Presbytery had recess till half past seven o'clock, P. M.

*Thursday evening, 7½ o'clock.*—Presbytery met, and Mr. Bullock concluded his first speech. After which, the Presbytery adjourned till tomorrow morning. Closed with prayer.

*Friday morning.*—Presbytery met, and was opened with prayer. Mr. Brown began his replication, and spoke two hours. He concluded the defense. Mr. Brown having stated the action of the session of the McCord church, with respect to certain testimony of J. J. Bullock, one of the witnesses in this case, the following minute was presented, viz:

"It having been notified to this court, in open session, by the Rev. J. H. Brown and G. B. Kinkead, Esq., a ruling elder of the Second Presbyterian church of this city, that that session has undertaken, by a sessional act, to call to account one of the witnesses in the case on trial, and that witness a minister of the body, for testimony given in this case before that body, it is ordered that the clerk of that session lay upon the table of Presbytery the session book containing the whole records relative to the above stated action."

Which minute, upon motion, was laid on the table for the present. The ayes and noes being called for, the vote stood as follows, to wit:

Ayes—Ministers; Shave, Brown, Lowry, Wallace, Brank. Elders; R. Pindell, Neat, C. F. Smith, Monroe, Crooks, Lewis, Offut—12.

Nays—Ministers; J. J. Bullock, Strahan, Forsythe, Price, Breckenridge, Bayless. Elders; Walter Bullock, Logan, Bush, Young—10.

Mr. Bullock, on the part of the prosecution, then made his closing rejoinder, and the case was handed over to the court; and it was announced by the moderator that both the prosecution and the defense, according to the meaning of our book, were out of the house.

Presbytery then had recess till afternoon, 3 o'clock.

*Friday afternoon, 3 o'clock.*—Presbytery met, and the roll as it stands in our Presbyterian records was called, and the members in the lot arose and give their opinion. At the usual hour Presbytery adjourned to meet Tuesday morning, February 1st, 1853. Closed with prayer.

*Tuesday morning, February 1st, 1853.*—Presbytery met according to adjournment, and was opened with prayer by the moderator. The members continued the delivery of their opinions. At one o'clock Presbytery had recess till afternoon, 3 o'clock.

*Tuesday afternoon, 3 o'clock.*—Presbytery met. Dr. Breckenridge having exhausted his time, it was moved without his request that he be per-

mitted to go on, which he did. At 6 o'clock Presbytery adjourned till tomorrow morning. Closed with prayer.

*Wednesday morning, February 2d, 1853.*—Presbytery met. Rev. H. V. D. Nevins appeared and took his seat; his reasons for absence from the court were sustained. The members resumed the expression of their opinion. At 10 o'clock Presbytery had recess till afternoon, 3 o'clock.

*Wednesday afternoon, 3 o'clock.*—Presbytery met. The discussion was continued. At 6 o'clock Presbytery had recess till 7 o'clock, P. M.

*Wednesday, 7 o'clock, P. M.*—Presbytery met. At 9 o'clock Presbytery adjourned to meet tomorrow morning at 9 o'clock. Closed with prayer.

*Thursday morning, 9 o'clock, February 3d, 1853.*—Presbytery met. The court continued its discussions. At 10 o'clock Presbytery had recess till afternoon, 3 o'clock.

*Thursday afternoon, 3 o'clock.*—Presbytery met. Mr. Wallace, a ruling elder from the Mt. Horeb church, and Mr. G. W. Fishback, from the Salem church, appeared in Presbytery. The discussion was resumed. The roll was called to Harmony church. The clerk having omitted to call the name of Mr. Lewis, the delegate from that church, it was suggested that his name be called. Whereupon the following resolution was offered by Mr. Nevins, viz: Resolved, That the clerk now call upon the members present, as delegates, who have not been present during all the session of this adjourned meeting of Presbytery, and who have not been called upon yet for their opinions in the case.

Presbytery then had recess till 7½ o'clock, P. M.

*Thursday evening, 7½ o'clock.*—Presbytery met. The following resolution was offered by Judge Monroe, as a substitute for Mr. Nevins' resolution:

"Resolved, That the clerk now enroll the names of the delegates present, whose names have not been enrolled, and that such of them as have not received the charge as members of the church, receive such charge if they desire to vote in the case before the Presbytery." The following amendment was offered by Dr. Breckenridge, and corrected by Mr. Lewis, to wit: Mr. George W. Lewis, a ruling elder in the church at Harmony, took his seat in this Presbytery on the first day of its present adjourned sessions, and sat about three days and a half, and then left the body, and was absent from Friday, at 1 o'clock, P. M., to the following Tuesday week; during which period there were eleven or twelve sessions of the Presbytery. He was then present three days, and was absent two days more, which embraced four sessions of the Presbytery, and then he presented himself again in Presbytery on Wednesday night, February 2d. Under these circumstances the Presbytery is of the opinion that Mr. Lewis ought not to vote in the case of common fame against Rev. John H. Brown, either upon any of the charges, or the final judgment, or any other matter material to the decision of the case. Mr. Lewis has stated to Presbytery that he heard the testimony to the end of Dr. Young's deposition, and has read all the balance of it, and has heard Mr. Brown's defense for one day, and the chairman of the prosecution, and also the reply of Mr. Brown and rejoinder of the prosecution."

The yeas and nays were called on the adoption of the amendment, and were as follows, viz:

Yeas—Ministers; Forsythe, Breckenridge, Price. Elders; Bush, W. Bullock, Logan, Offut, Young—8.

Nays—Ministers ; Shane, Lowry, Nevins, Wallace, Brank. Elders ; Pindell, Neat, Smith, Monroe, Crooks—10.

Elders Lewis, Wallace, and Fishback declining to vote on this question.

A motion was made to lay on the table the substitute offered by Judge Monroe.

The yeas and nays were called for, and were as follows, to wit :

Yeas—Ministers ; Forsythe, Breckenridge, Price. Elders ; Bush, W. Bullock, Logan, Offut, Young—8.

Nays—Ministers ; Shane, Wallace, Nevins, Lowry, Brank. Elders ; Pindell, Neat, Smith, Monroe, Crooks, Lewis—11.

The vote was then taken on the substitute offered by Judge Monroe by yeas and nays, and it was adopted.

Yeas—Ministers ; Shane, Wallace, Nevins, Lowry, Brank. Elders ; Pindell, Neat, Smith, Crooks, Monroe, Lewis—11.

Nays—Ministers ; Forsythe, Breckenridge, Price. Elders ; Bush, W. Bullock, Logan, Offut, Young—8.

Elders Fishback and Wallace declining to vote.

Mr. Charles Nichols, an elder from the Georgetown church, appeared in Presbytery. The following minute was offered by Dr. Breckenridge, to wit : That the name of Charles Nichols, an elder from the Georgetown church, who appeared in Presbytery, and stated that he had been delegated on last sabbath, in the place of J. Kenny, the regular delegate, to attend this adjourned session of Presbytery, and that he had read the testimony, (being furnished with a private copy by the clerk of the commission) is not embraced in the foregoing resolution offered by Judge Monroe."

The yeas and nays were called for on the adoption of this minute, and were as follows, to wit :

Yeas—Ministers ; Forsythe, Breckenridge, Price. Elders ; Bush, W. Bullock, Logan, Offut, Young—8.

Nays—Ministers ; Shane, Wallace, Nevins, Lowry, Brank. Elders ; Pindell, Neat, Smith, Lewis, Monroe—10.

Elders Wallace, Fishback, Crooks and Nichols declining to vote.

The following minute, corrected by Mr. Nevins, was offered by Dr. Breckenridge, which was rejected by a vote of eight to nine, Mr. Nevins declining to vote. "The Rev. H. V. D. Nevins having sat two days at the commencement of the present adjourned sessions of the Presbytery, and then having absented himself during three weeks from the sessions of the body, appeared again in Presbytery on Wednesday, the 2d day of February, 1853, and during the first session on that day was allowed by the moderator (no member objecting at the time) to be called, and to give his judgment in the case now pending and on trial. During his absence from Presbytery the court was charged, all the testimony was read, occupying five or six days. The parties were heard, occupying four and a half days, and the calling of the roll had proceeded during another day and a half, when Mr. Nevins made his appearance in Presbytery, an hour or two before the calling of his name as aforesaid, and stated that he had the testimony, a copy being furnished him, at his own request, by the clerk of the commission. Under the circumstances of the case the Presbytery are of the opinion that Mr. Nevins ought not to have been called, and to have given any judgment in the case, and that he ought not to vote on the case, or in any matter of judgment connected with it."

Presbytery then adjourned until tomorrow morning, 9 o'clock. Closed with prayer.

*Friday morning, 9 o'clock, February 4th, 1853.*—Presbytery met at 9 o'clock. Minutes were read and corrected. It was then moved that the vote be taken on the charges.

The first charge was read, and the roll being called, the vote stood as follows, to wit: Sustained, 7; not sustained, 13; three declining to vote.

The detailed vote on the several charges was as follows:

FIRST CHARGE.

Sustained—Ministers; Forsythe, Breckenridge, Price. Elders; Bush, Bullock, Logan, Offut—7.

Not sustained—Ministers; Shane, J. W. Wallace, Bayless, Nevins, Lowry, Brank. Elders; Crooks, Young, Smith, Lewis, Neat, Monroe, Pindell—13.

Refused to vote—Elders; J. H. Wallace, Fishback, Nichols—3.

SECOND CHARGE.

Sustained—Ministers; Forsythe, Breckenridge, Price. Elders; Bush, Logan—5.

Not sustained—Ministers; Shane, J. W. Wallace, Bayless, Nevins, Lowry, Brank. Elders; Crooks, Young, Smith, Lewis, Neat, Monroe, Pindell—13.

Sustained in part—Elders; Bullock, Offut—2.

Refused to vote.—Elders; J. H. Wallace, Fishback, Nichols—3.

THIRD CHARGE.

Sustained—Ministers; Forsythe, Breckenridge, Price. Elders; Bush, Bullock, Logan—6.

Not sustained—Ministers; Shane, J. W. Wallace, Bayless, Nevins, Lowry, Brank. Elders; Crooks, Young, Smith, Lewis, Neat, Monroe, Pindell—13.

Sustained in part—Elders; Offut—1.

Refused to vote—Elders; J. H. Wallace, Fishback, Nichols—3.

FOURTH CHARGE.

Sustained—Ministers; Forsythe, Breckenridge, Price—3.

Not sustained—Ministers; Shane, J. W. Wallace, Bayless, Nevins, Lowry, Brank. Elders; Crooks, Logan, Offut, Young, Smith, Neat, Monroe, Pindell—15.

Sustained in part—Elders; Bush—1.

Excused—Elders; Bullock—1.

Refused to vote—Elders; J. H. Wallace, Fishback, Nichols—3.

FIFTH CHARGE.

Sustained—Ministers; Forsythe, Breckenridge, Price. Elders; Bush—4.

Not sustained—Ministers; Shane, J. W. Wallace, Bayless, Nevins, Lowry, Brank. Elders; Crooks, Offut, Young, Smith, Lewis, Monroe, Pindell, Neat—14.

Excused—Elders; Bullock, Logan—2.

Refused to vote—Elders; J. H. Wallace, Fishback, Nichols—3.

SIXTH CHARGE.

Sustained—Ministers; Forsythe, Breckenridge, Price. Elders; Bush, Bullock, Logan, Offut—7.

Not sustained—Ministers; Shane, J. W. Wallace, Bayless, Nevins,

Lowry, Brank. Elders; Crook, Young, Smith, Lewis, Monroe, Pindell, Neat—13.

Refused to vote—Elders; J. H. Wallace, Fishback, Nichols—3.

SEVENTH CHARGE.

Sustained—Ministers; Forsythe, Breckenridge, Price—3.

Not sustained—Ministers; Shane, J. W. Wallace, Bayless, Nevins, Lowry, Brank. Elders; Crooks, Bullock, Logan, Offut, Young, Smith, Lewis, Monroe, Pindell, Neat—16.

Excused—Elders; Bush—1.

Refused to vote—Elders; J. H. Wallace, Fishback, Nichols—3.

EIGHTH CHARGE.

Not sustained.—Ministers; Forsythe, Shane, J. W. Wallace, Bayless, Price, Nevins, Lowry, Brank. Elders; Crooks, Bush, Bullock, Logan, Young, Smith, Lewis, Monroe, Pindell, Neat—18.

Sustained in part—Ministers; Breckenridge—1.

Excused—Elders; Offut—1.

Refused to vote—Elders; J. H. Wallace, Fishback, Nichols—3.

When the names of elders Wallace and Fishback were called they declined to vote, and presented the following paper, giving their reasons, which was ordered to be recorded, and is as follows, to wit:

February 4th, 1853.—Having been present at the initiatory meeting of the Presbytery in the trial now pending, but having been providentially hindered from returning to its sessions until near the time for the final decision to be given, we feel it due to ourselves that the grounds of our failure to express an opinion in the case should be stated on the records. We feel it to be a matter involving consequences of such magnitude to the accused, as well as the church of which we are officers, because that we could not, consistently with a good conscience, cast our vote without having heard the official testimony read in open Presbytery, or the argument in the case. We feel especial hesitancy in the step we are called to take, because of the loss on our part of the important bearings on our opinion, which the defence of the accused would have made, either in impressing us with a conviction of his innocence or guilt.

GEORGE F. FISHBACK.

JOHN H. WALLACE.

When Mr. Nichols was called he declined voting, and asked leave to present a paper this evening giving his reasons. The second charge was then read and voted upon. [See detailed vote, page 000.]

The moderator then appointed a committee, consisting of Wallace, Shane and Munroe, to draft a minute expressing the opinion of the majority, and giving the reason therefor.

Dr. Breckenridge moved to take up from the table the resolution offered by him touching the action of the session of the Second Presbyterian church, in relation to one of the witnesses in this case. Pending the discussion of which motion, the committee having returned, and brought in the following report, viz:

“Whereas the Presbytery has patiently and laboriously investigated the charges preferred against the Rev. John H. Brown upon the ground of common fame. The members of the court having expressed their views in the case; and whereas the accused has been acquitted by a formal vote of Presbytery, based upon the fact that the whole testimony duly weighed is insufficient to sustain the charges:—Therefore,—Resolved, That the

Rev. John H. Brown has our undiminished confidence, as a man of integrity and veracity, and as a minister of the gospel, and as such he is commended to the church at large, and to the church of which he is the pastor."

Which was adopted by yeas and nays, as the final minute in the case:

Yeas—Ministers; Shane, Wallace, Bayless, Lowry, Brank, Nevins, Elders; Crooks, Young, Smith, Lewis, Monroe, Pindell, Neat—13.

Nays—Ministers; Forsythe, Breckenridge, Price. Elders; Bush, W. Bullock, Logan, Offut—7.

Wallace, Fishback and Nichols refused to vote.

The question being made the moderator decided that the prosecuting committee and the accused were now in the house.

A motion, by J. Neat, was then made to adjourn *sine die*.

The yeas and nays were called for, and were as follows, viz:

Yeas—Ministers; Shane, Nevins, Lowry. Elders; Neat—4.

Nays—Ministers; Forsythe, Breckenridge, Wallace, Bayless, Price, Brank, J. J. Bullock, Strahan, Brown. Elders; Crooks, Bush, W. Bullock, Logan, Offut, Young, Smith, Wallace, Fishback, Lewis, Monroe, Pindell, Nichols—22.

The vote was then taken by yeas and nays, on taking up the resolution of Dr. Breckenridge, and stood as follows, viz:

Yeas—Ministers; Forsythe, Breckenridge, Bayless, Price, Bullock, Strahan. Elders; Bush, W. Bullock, Logan, Offut, Young, Wallace, Fishback—13.

Nays—Ministers; Shane, Wallace, Nevins, Lowry, Brank, Brown, Elders; Crooks, Smith, Lewis, Monroe, Pindell, Nichols, Neat—13.

There being a tie, the moderator decided in the affirmative, and the paper was taken up.

Mr. Kinkead being present was permitted (his name being mentioned in the paper of Dr. B.) to offer the following paper in explanation, which was considered to be satisfactory, and ordered to be spread upon the minutes, to wit:

"The resolution of Dr. Breckenridge in regard to a statement purporting to have been made in open session of Presbytery, by the Rev. John H. Brown and G. B. Kinkead, a ruling elder in the Second church in the city, being under consideration, and Mr. Kinkead being allowed to make an explanation touching the same, said that there was no sessional meeting in regard to the matter, but a meeting of part of the gentlemen composing the session. That it was agreed by them that he (Mr. Kinkead) should have a friendly interview with Mr. Bullock, and ascertain whether he could not consistently with his duty strike from his testimony that part of it which involved a part of the members of the Second Presbyterian church and session; because they considered it irrelevant to the issue and likely to continue further strife.

Whereupon the paper was laid upon the table.

Presbytery then had recess until 2½ o'clock, P. M.

Friday afternoon, 3 o'clock.—Presbytery met. It was moved and carried that Mr. Kinkead, Alternate from the Second Presbyterian church, be permitted to take his seat in place of Mr. Pindell, who is absent by reason of sickness.

Dr. Young and Offut asked leave of absence from the remaining sessions of Presbytery; which was granted. Mr. Wallace presented the account of

\$107, of William Ferguson, sexton; which was received and allowed, to wit:

*Presbytery of West Lexington,*

In account with WILLIAM FERGUSON.

To attending on the sessions of Presbytery from Tuesday, Sept. 28th, 1852, to Thursday, Sept. 30th, and from Tuesday, Oct. 20th, to Thursday, Oct. 28th, 1852—6 days at \$3 per diem, \$18.00.

To attending, etc. of commission from Tuesday, Nov. 9, 1852, to Saturday, Nov. 13, 1852—5 days; from Tuesday, Nov. 23, 1852, to Saturday, Nov. 27, 1852—5 days; from Monday, Nov. 29, 1852, to Saturday, Dec. 4, 1852—6 days; from Monday, Dec. 13, 1852, to Saturday, Dec. 18, 1852—6 days; from Monday, Dec. 20, 1852, to Saturday, Dec. 25, 1852—6 days; from Monday, Dec. 26, 1852, to Saturday, Jan. 1, 1853—6 days; from Monday, Jan. 3, 1853, to Saturday, Jan. 8, 1853—6 days; from Monday, Jan. 10, 1853, to Tuesday, Jan. 11, 1853—1 day;—41 days, at \$1; \$41.00.

To attending, etc. of Presbytery from Tuesday, Jan. 11, 1853, to Friday, Jan. 14, 1853—4 days; from Tuesday, Jan. 18, 1853, to Friday, Jan. 21, 1853—4 days; from Tuesday, Jan. 25, 1853, to Friday, Jan. 28, 1853—4 days; from Tuesday, Feby. 1, 1853, to Friday, Feby. 4, 1853—4 days—12 days at \$4, \$48.00.

\$18.00

41.00

48.00

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\$107.00

A motion was made to appoint a committee to assess upon the churches the amount which may be voted as the expenses of Presbytery; which was carried and the following committee were appointed—Logan, Wallace, Neat.

A motion was made to make an appropriation to the clerk of the commission of \$200 for his services; which was carried.

Mr. Nevins offered the following paper, which was ordered to be spread upon record, and is as follows: viz:

“The impression made by the paper introduced in regard to Mr. Nevins, filed by the clerk and marked ( ), but not adopted, is to be modified by a consideration of the following facts: Mr. Nevins explicitly declares that he has read the whole testimony in the case fully and weighed it carefully—that he felt perfectly satisfied for himself that he was capable of rendering a fair judgment in the case, and that the momentous question at stake induced him to believe that it was his duty to vote in the case.”

The committee appointed to assess the amount upon the churches made the following, which was adopted and received, viz:

Pisgah, - - - - -	\$22	Winchester, - - - - -	\$18
Bethel, - - - - -	20	Hopewell, - - - - -	20
First church, Lexington, -	30	Mt. Horeb, - - - - -	12
Second “ “ - - - - -	42	Nicholasville, - - - - -	12
Frankfort, - - - - -	34	Clear Creek, - - - - -	12
Woodford, - - - - -	12	Cherry Spring, - - - - -	12
Versailles, - - - - -	8	Georgetown, - - - - -	12
Walnut Hill, - - - - -	18	Harmony, - - - - -	10
Salem, - - - - -	10	Union, - - - - -	10

Mt. Sterling, - - - - - \$ 6	Beard church, - - - - - \$ 4
Providence, - - - - - 10	Williamstown, - - - - - 4
Carrollton, - - - - - 10	Warsaw, - - - - - 4
North Middleton, - - - - - 4	Mt. Pleasant, - - - - - 12

And the treasurer was directed to pay over to the clerk of commission and the sexton the sums appropriated to them.

The minority of Presbytery here presented their complaint against the decision of Presbytery in the case of common fame against the Rev. John H. Brown, and was ordered to be spread upon the records, viz:

The undersigned, members of the West Lexington Presbytery, upon the trial of the case of *fama clamosa* against the Rev. J. H. Brown, are of opinion—

1st. That some of the proceedings in this case which had a material influence upon the issue of it, and that the final minute by way of judgment in it are, in the words of our standard (*Discipline*, chap. vii, sec. 4, par. 3,—Of Complaints,) contrary to the constitution of the church, injurious to the interests of religion, and calculated to degrade the character of those who have pronounced that judgment and adopted or connived at those proceedings.

2d. That the judgment of the court is contrary to the testimony in the case, even admitting the whole of the testimony to be relevant, competent, and true.

3d. That a large part of the testimony bearing favorably to the accused is wholly incompetent and should never have been admitted by the court.

4th. That a considerable portion of the members of the court, who constituted a part of the majority, were not legally entitled to participate in the final votes rejecting the charges and acquitting Mr. Brown.

5th. That the principles avowed in the judgment rendered by divers of members of the court, upon which principles their judgments of acquittal were avowedly rendered, are contrary to the word of God and sound morality.

6th. That the judgment acquitting Mr. Brown is in a high degree injurious to the peace of our churches and to the good report of the Presbyterian church, and of the ministry of the Gospel of God.

7th. That the court, holding its session in the church of which Mr. Brown has been for some years the pastor, has had to encounter, from a large part of that congregation, violent and continued efforts to discredit the court, to degrade certain members of it, to seduce and control the opinions and votes of other members of it, and in general so to operate on the court, and the public mind around it, by improper means, as to affect materially, if not to determine the character of the decision actually rendered upon the whole of which grounds, and upon each of them, and upon all other irregularities, improprieties and illegalities appearing on the record. The undersigned members of the minority of Presbytery make their complaint to the Synod of Kentucky, against the Presbytery of West Lexington, and against its irregular proceedings, and its unjust decision in the afore-mentioned case of *fama clamosa* against the Rev. John H. Brown.

R. J. Breckenridge,  
Wallace,  
Bullock,  
George S. Fishback,  
James Logan,  
E. N. Offut,

John H. Wallace,  
M. B. Price,  
J. J. Bullock,  
F. G. Strahan,  
William H. Forsythe,  
F. Bush.



Mr. Nichols here presented the following paper, explaining the reason why he did not vote in the case of common fame against J. H. Brown, which he in the forenoon obtained leave to present, which paper is as follows :

“ Having been so lately appointed to represent the Georgetown church, in the place of J. B. Kenny, Esq., who could not attend, as that before I could take my seat the argument for the prosecution and defense had both been delivered ; therefore, in deference to the opinions of members of Presbytery, as expressed upon the subject, I think it proper, under all the circumstances, to refrain from voting, though I had read the testimony, and felt prepared at first to do so.

C. NICHOLS.”

The prosecuting committee gave notice that they would appeal to Synod. Presbytery then adjourned to meet in Frankfort. Closed with prayer.

JOHN G. SIMERALL, *Moderator.*

R. G. BRANK, *temporary Clerk.*

FRANKFORT, *Thursday morning, 8½ o'clock.*

Presbytery came to order, and was opened with prayer. The minutes of the previous meeting were then read, pending which Dr. Breckenridge offered the following paper, by way of correcting the minute, which was adopted by a vote of fifteen to six, and is to be read at page 79 : “ About the commencement of the adjourned sessions of Presbytery, on the eleventh day of January, in the Second Presbyterian church in Lexington, Rev. R. J. Breckenridge laid before the body, before the reading of the testimony began, a correspondence between himself and the Rev. L. A. Lowry, and Rev. William M. Scott, which was read ; after which a motion was made that the papers thus submitted be kept *in retentis*, by the clerk, subject to the future action of the Presbytery. Pending this motion the Rev. L. A. Lowry stated to Presbytery, that he had no allusion to the Presbytery, as a body, nor did he recollect that he had any member in his mind in certain expressions used, when he wrote the letter, which statement satisfied the Presbytery ; whereupon the whole correspondence was handed back to Dr. Breckenridge. Now, inasmuch as no notice is taken on the minutes of Presbytery of this transaction, it is ordered that this minute be recorded under date of January 13th, as a part of the proceedings of Presbytery of the date above stated, and that the stated clerk of Presbytery be directed to indorse all the letters submitted and returned, so as to identify them as the exact papers laid before Presbytery, and action on by the body, as above stated.”

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The committee on the records of the West Lexington Presbytery recommend their approval to page 47, with the following exceptions : 1st. On pages 24 and 30 there is evidence that a resolution adopted at one meeting of the Presbytery, was taken up at a subsequent meeting and changed or amended materially, and then the resolution, as so changed, was entered into the minutes of a previous meeting, in place of the resolution as originally adopted and recorded.

Done in Synod, October 16th, 1852.

JOHN D. MATHEWS, *Moderator.*

Article of agreement, entered into this 10th day of November, 1849, between David L. Goodloe of the one part and John H. Brown of the other part, witnesseth—That said Brown binds himself to deliver over to said Goodloe the stock of books, paper, stationery, etc., remaining on hand on the 1st day of May, 1850, of which an invoice is then to be taken; and said Goodloe binds himself to pay said Brown original cost of said stock, as exhibited in the invoice, with seven per cent. on same; and also for the fixtures and appurtenances connected with said store and belonging to said Brown, said Goodloe is to pay the sum of four hundred and sixty-five dollars. One-third of the whole invoice, including the fixtures, is to be paid on delivery of the stock when the inventory is completed; one-third on the 1st of November, 1850; and the remaini g third on the 1st of May, 1851.

Witness our hands and seals, this 10th day of November, 1849.

D. S. GOODLOE, [Seal.]  
JNO. H. BROWN, [Seal.]

Said Brown agrees to reduce the stock as much as practicable by the time it is to be transferred to said Goodloe. JNO. H. BROWN.

Colonel Goodloe presented as evidence two notes, of which the following are copies: LEXINGTON, KY., March 1st, 1850.

Twelve months after date, we or either of us promise to pay to Thomas W. Goodloe, or order, thirty-four hundred and fifty-one dollars and 86-100, for value received, without defalcation or discount, negotiable and payable at the Northern Bank of Kentucky, Lexington.

D. S. GOODLOE.  
W. C. GOODLOE.  
W. GOODLOE.

Indorsed, *Thomas W. Goodloe,*  
*John H. Brown.*

LEXINGTON, KY., March 1st, 1850.

Exchange for \$3,351<sup>33</sup>/<sub>100</sub>.

Eight months after date, pay this my only bill of same tenor and date, to my own order, thirty-three hundred and fifty-one and 33-100 dollars for value received; negotiable and payable at the Northern Bank of Kentucky, Lexington.

W. C. GOODLOE.

Indorser, *D. S. Goodloe.*

Skillman proves that Brown ought to pay cost of arbitration; Brown admits  $7\frac{1}{2}$  per cent. on school books, \$1 87 $\frac{1}{2}$ ; D. Brown's (page 173) overcharge on Letter Paper, \$3.06; Almanacs, for 1850, 200, \$37.00; Diaries, \$5.25. See Moore's answer to Question 5, p. 110; Todd, Derby & Bradley, and all book merchants, agree with Moore. Overcharge on India ink, see G.'s statement, and D. Brown's testimony touching it, \$9.58. D. Brown proves that paper O, on page 50, Goodloe is overcharged \$42.00, \$25.00 of which was paid for maps, \$17.00.

Now will Mr. Brown pay me, or will I have to sue him again?

On page 69, Mr. Brown filed the mark used by him in the bookstore; and D. Brown has proven, page 164, that they sold at cost and 10 per cent. in January and February, 1850. Now all that wish to know whether, or not, they sold books at cost and 10 per cent. can soon find out, by comparing the mark in books bought, and the cost mark on page 169.

My two Pamphlets, in Appendix, page 1 to 28, are denounced as false by Mr. Brown. I ask of the public a careful comparison of them and the testimony.

## SYNOPSIS.

### FIRST CHARGE—(See page 211.)

This charge does not involve the real ownership of the Book-Store; but if it did, it is fully proven. The book-store *sign* was Dwight Brown: it was advertised as Dwight Brown's. The purchases and sales were in the name of Dwight Brown. It was listed for taxation in the name of Dwight Brown.—(See page 1.) Skillman, page 27; Trotter, page 1—prove that Brown told them that he purchased the store for Dwight. At page 110 he writes to W. W. Moore that he purchased the store for Dwight; page two he tells Yeiser that he had no interest in an account for books sold—it belonged to Dwight; Waller, page 3, that he had nothing to do with the book-store—it was Dwight's. Dwight tells Smith and Morrison, page 8, that the book-store belonged to him. Here there is every form of visible ownership in Dwight, compared with the statements of both J. H. & D. Brown that the store was Dwight's; to oppose this, is J. H. Brown's private communication to Scott, Turner, Sayre and Dwight, and Harvy Brown's oaths. To say the least of it, the great preponderance of the evidence is, that Dwight owned the book-store, while no one can deny that J. H. Brown was guilty of gross duplicity and falsehood in regard to the ownership of it.

### SECOND CHARGE—(See pages 11-12.)

This charge is fully proven, and for the purpose of showing the bearing of proof on each specification, will be separately repeated:

1st. Unfair and disreputable arts to induce the purchase.—Goodloe, on page 11. That Brown, to induce him to purchase, represented that he could sell on the same terms to Todd, McKee, Trotter and Dudley.—Dr. J. J. Bullock, page 102. Skillman, page 32, corroborates this representation. Todd, page 95; McKee, page 91; Trotter, page 1; Dudley, page 76—each prove it false.

2d. Represented his stock less than it was. D. S. G. proves the stock was represented at \$8,000; yet in the face of his contract, to reduce it as much as possible, it was invoiced three months afterwards at \$10,000.

3d. Represented his stock as better than it was. Skillman proves that Brown admitted he represented the stock good. Griswold, page 20; Bodley, page 104; Moore, Derby and Dean—prove it was very bad.

4th. Put upon G. stock, etc.—See Arbitrator's award, page Ap. 63.

5th. Took advantage of G. in mode of invoicing.—J. H. B., page 31, Ap. Admits that, by representing that original cost was marked in the books, induced G. to invoice by the marks in them; and D. Brown, pages 163-4, proves that the original cost was not always truly marked in the books. Gilbert, page 28, proves that D. Brown acknowledged that Good-

loe told him that he (Goodloe) knew nothing about the book business, and relied on J. H. & D. Brown to make out a correct invoice.—Page 171, Quest. 131, D. Brown, and Paper O.

## O.

List of articles taken in a small blank-book by Dwight Brown and copied in invoice by J. H. Brown.

14 Books,	\$8 75
29 do.	3 50
14 do.	1 75
3 Pruning Knives,	37
3 doz. Dice,	15
1 do.	62
1/2 Ream Bank Account,	1 75
1/2 Ream Music Paper,	4 50
3 Bow Hair,	1
3/4 doz. Paint Saucers,	62
1/2 gross Pens,	45
5 Tooth Brushes,	10
4 do.	9
3 quires Note Paper,	20
22 sheets do.	2 1/2
4 1/2 Silver do.	19
1 pack Note Paper,	25
5 do do.	19
6 bands Bordering,	13
12 do.	10
16 reams Printing Paper,	3 12 1/2
6 Maps Kentucky, etc.,	5 00
1 Webster's Dictionary,	87
2 odd volumes Rees' Encyclopedia,	worth nothing,
12 small Books,	18
11 do.	22
12 do.	20
7 do.	50
3 packs Silver Edge Visiting Cards,	83
500 large Wafers,	50

List of articles copied into the invoice by J. H. Brown from small blank-books handed him by D. Brown.

		Difference.	
14 small Books,	27	\$8 73	03
29 do.	13	3 77	27
14 do.	13	1 82	07
3 Pruning Knives,	38	2 14	03
3 doz. Dice,	18	54	09
1 do	63	63	01
1/2 ream Bank, (lot)		1 75	87 1/2
Music Paper, (lot)		4 50	2 25
3 Bow Hair,	13	39	03
8 Paint Saucers,	8	64	21
1 1/2 gross Pens, per gross	45	67	44
Loose Pens, (lot)			1 50
9 Tooth Brushes,	10	90	04
3 quires Note Paper,	21	63	03
22 sheets do.	3	66	11
4 1/2 Silver do.	20	90	04
6 quires Note Paper,	25	1 50	30
6 bands Bordering,	15	90	12
12 do.	20	2 40	1 20
16 r'ns Print Paper,	3 13		80
6 Maps Kentucky,	5 00	30 00	25 00
1 Webster's Dict.	1 87	1 87	1 00
2 vols. Rees' Encyclopedia,	20		20
11 small Books,	18	1 93	
7 do.	22	1 54	
12 do.	18	2 16	
12 do.	50	6 00	1 20
8 pks. Sil. E. Vis. Cards	83	6 64	4 15
500 large Wafers,	50	2 50	2 00

Quest. 141-2-3 to Brown, and answer to 57, that if an article cost 12 1/2, 11, 22, or 44, it was marked one cent higher, to use a blind; and T. Dolan, page 91, concerning *lot*—all prove that Brown did take advantage of G. in invoicing. By referring to Paper O, above, you can readily see how an invoice of \$6,000 can be made to amount to \$10,000. Henry proves, page 75, that D. Brown listed under oath \$8,000 worth of stock in bookstore on 10th January, 1850; and D. Brown proves, page 172, that he added \$160 worth of new stock from 10th January to 1st March. Page 165, "we advertised to sell for cost, and ten per cent. after the first day of January, 1850; and the sales were very much increased; and if they had continued as good up to first of May, I have very little doubt but the stock would have been reduced to about \$6,000." *Note*.—If he had, as he has sworn, \$8,000 on hand January 10th, and sold in months of January and February, as he has proven, (Page 172, Quest. 135,) \$2,100, at 10 per cent. on cost, leaving a fraction over \$6,000 on hand, for which he charged me \$10,000, and his sales had been as good April and May as January and February, the stock would have been less than \$4,000. Here is conclusive evidence that either the city of Lexington, or D. S. Goodloe, has been dealt foully with.

6th. The sale of patronage and influence is not denied, or the failure to comply denied.

7th. The contract stipulates for a reduction of the stock, (see page 235,) and how it was intended to be, and was, reduced, the following extract from Brown's letter to Moore, page 59 Ap., will show:

Mr. W. H. MOORE & Co: We will want several thousand dollars' worth of goods between this and first day of May, 1850. We have made arrangements by which we expect to sell a large number of books between this and the first of May.

Lexington, Nov. 12, 1849.

J. H. BROWN.

(Note.—The contract bears date November 10, 1849—the letter above two days after.)

8th. The agreement in regard to the cost of the arbitration, is proven by Skillman, page 30, that Brown was bound for the cost, according to agreement.—See Johnson, Hunt, and Shy's depositions.

9th. Arts to change the contract. J. H. B., Ap. page 29, states "He advised Goodloe, as a friend, to take possession first of March," and afterward proves by Dwight that his motive in getting G. to take possession, was to get security on his notes; and he did get negotiable notes, payable to a third party, and collected the whole of them as soon as due, notwithstanding he was admittedly indebted to G. for errors.

10th. The advance of the tax is proven by Dwight, as also the refusal to pay it, and the recovery defeated by Dwight's oath.

11th. Specification not seriously denied, in the literal aspect in which it is presented, and yet there is in it a case of villany rarely equalled. It is proved in this record that J. H. Brown copied the invoice in his own room from loose slips of paper, as stated in his pamphlet to the public, and from small blank-books, as stated in his written defense before the encampment, (page 22 Ap.) and Dwight so proves. Throughout the record, Dwight fathers the errors; yet one of the small blank-books was found and identified by D. Brown and compared with J. H. Brown's copy on that invoice, and the result is that all the overchargings are not in Dwight's original, but in J. H. B.'s copy, and doubtless if the residue could be found, it would prove the same general facts. Then again there is in the use of the word *lot*, a strange mystery: it is not in Dwight's original. He simply had one-fourth ream, \$1.75 per ream. It is John H. Brown who extends it \$1.75, when it should be 43 $\frac{3}{4}$ ; and it was he who subsequently put in the word *lot*, without there being any other "lot." The one-fourth ream, this blank-book, and those entries explain J. H. Brown's agency in the false invoice and Dwight Brown's facility in swearing.

#### THIRD CHARGE—(See it.)

The twelve specifications under this charge are for that number of specific falsehoods, and are each of them fully proved, and several of them by the contradictory statements of Mr. Brown:

1st. The falsity of the representation in regard to other purchasers of the book-store at the same price. The proof of this is under specification of Second Charge.

2d. After the sale, in defending himself by repeating that falsehood, etc., see deposition of Dr. Bullock, page 102.

3d. He stated that the stock complained of could be sold for cost at trade-sale.—See deposition of Skillman, page 32; Quest. 62; Bodley, page 64; Dean, 122—proves these falsehoods.

4th. Repeated untruths about old almanacs.—Ap. 11, Cox's Certificate, Falsehood No 5, Ap. 29, J. H. B. He agreed to sell to Goodloe on the same terms he bought of M. cost 7 per cent.—Dean, (B.'s clerk,) page 121. In taking Marshall's invoice, under which Brown bought, there was some entries of hard stock, which were invoiced much under the original cost. Of this (hard stock) there was some music and novels.—See Arbitrator's report, page Ap. 63.

5th. Dr. Letcher, page 155.—That B. told him he could have sold his book-store to several others on same terms he sold to G., but was unable to find the purchaser.

6th. F. K. Hunt, page 77.—That Brown represented his stock to be good as proved by Skillman before the arbitrator. Griswold, page 21.—That Brown's stock sold to G. was not good, and for \$5,000 he could buy a better stock than B. sold G. for \$9,400. Moore, Derby and Bradley sustains Griswold as competent to value the stock.

7th. G., Ap. 7.—That B. told him his stock amounted to \$8,000, and would reduce it to about \$4,000. Skillman, page 28.—That Brown was astonished when the invoice amounted to \$10,000.

8th. Todd, page 94.—That B. told him a business could be done in Lexington from \$20,000 to \$25,000 annually, in book business. Dr. McKee, page 91.—B. told him business was not good as formerly; and D. Brown, Quest. 136, page 172, that during four months, a portion of which time they were selling at cost and 10 per cent., their sales were at the rates of \$13,800 per year.

9th. G., Ap. 12.—Brown represented to him that March and April were the best months for the sale of books, and as a friend, advised him to take possession at once. D. Brown proves, page 137, that B. feared G.'s solvency, and gave G. possession to get security on the notes.

10th. B., Ap. 32.—"I assured G. that we marked all books at original cost, and we proceeded to invoice them from marks in the book." D. Brown, page 164, 2, 82, proves that all the books were not marked at original cost.

11th. B., Ap. 32.—These books from my library were valued by Marshall and Dean. Page 123, Dean states that he and M. only valued a portion of them.

12th. Leavy, page 55.—B. said the almanacs were charged to him. D. Brown, page 170.—Marshall did not invoice almanacs to his father for 1846 and 1847.

13th. J. H. B. asserts and proves by E. Oldham, page 126, that B. did not make a speech prosecuting G. Smith, and Minutes of Encampment, page 100; Allen, page 195; Shipley, 190; Ayres, 98—all prove that B. did prosecute G. by speech before Encampment.

15th. J. H. B., Ap. 30.—"G. states, page 6, that he made various strenuous and protracted efforts to induce me to arbitrate, but that all failed." So far from the above being correct, the very reason is the fact, as all the testimony will show. Mr. G. never made any proposition to me to arbitrate; all the propositions came from me, which he declined. Read Goodloe's statement, page 8 to 16, which proves he did not use the language "very strenuous and protracted efforts."

16th. W. A. Leavy, page 65.—Goodloe said that he was willing for Skillman and himself, or the Elders of any Presbyterian church in the county, might settle the difference.

17th. Skillman, page 28.—“Goodloe in his presence proposed to Brown to leave all matters of difference to himself and Leavy, and B. declined.”

18th. J. H. B., Ap. 31.—“That D. Brown never owned any interest in the book-store.” N. B. Waller and Skillman prove that Brown told them the book-store was Dwight's; George Yeiser, that Brown said an account sent to him for books, to collect, was Dwight's. E. Morrison and Clay Smith prove that Dwight told them the book-store was his.

19th. J. H. B., Pamphlet, page 5.—All the stock on hand passed from Marshall to Brown. D. Brown, page 170.—Marshall did not invoice to Brown, almanacs for 1846 and 1847—that he did not consider them stock.

20th. D. Brown, page 174, proves that J. H. Brown stated in his pamphlet, page 13, that more than \$3,000 of his stock was sold before Gilbert entered Goodloe's book-store; and D. Brown proves on same page, that there was not \$3,000 worth sold before Gilbert entered the store.

21st. D. S. Goodloe, page 8, proves that Brown told a falsehood about suppression papers. Pages 19 and 20 of Ap. proves Falsehoods Nos. 22, 23, 24, 25 and 26.

27th. Richard Prindell, 186, Quest. 23, proves Falsehood No. 27.

28th. J. H. B., Ap. 31.—“I freely admitted that I did not know what the Executive Documents cost.” Dr. Bullock states, page 102, “That J. H. Brown told him that he bought the Executive Documents at White's sale, far below their value, and that he did not feel himself bound to sell to G. for that price.”

29th. M. B. Morrison, page 90.—That Brown told him that he traded C. and Rice's Debate for Executive Documents.

30th. Page 4, Brown's pamphlet, he states: “The first instruction I had of any discontent on the part of Goodloe, was a floating rumor on county court day, that I had defrauded him. In company with Mr. Skillman I immediately called on G. for an explanation.” Skillman, page 23, Quest. 68.—Did, or not, G. request you to call on B. in reference to old almanacs, maps, etc., sometime before you and B. called to see G. on county court day? Answer: He did; and I did call on B. in reference to the almanacs. I told Mr. Brown, in that interview, that Col. G. was very much dissatisfied, and that G. had said to me that he would bring suit if he did not settle.

31st. J. H. B., Ap. 29.—“I was willing to make a sacrifice for Goodloe's interest, and did so; for the premium he gave for possession first of March, was not one-tenth the regular profits for sometime.” D. Brown, Quest. 88, page 172—That his sales for February, 1850, were \$720; and in another Question, that they were selling at 10 per cent. advance on cost; consequently he was making only three per cent., as G. was to pay him seven per cent., making only \$21.60 per month—not one-fourth of his expenses per month. Again, D. Brown's answer to Questions 8 and 9, page 157, proves that the prominent motive of Brown in giving possession first of March, was to get security, as he doubted Goodloe's solvency.

32d. J. H. B., Ap. 28.—Goodloe had free access to all our account books; was made acquainted with average daily sales, annual sales, the profits on such sales, etc. D. Brown, Quests. 115 and 116.—He gave G. the cost mark a few days before they commenced taking the invoice, and

that G. had no means of knowing the cost of books except through J. H. B., H. B. or himself; and Question 128, "Will you refer to your books and state how much India ink was sent to Danville and how much returned?" Answer: "We have no books that will give the information desired." (*Note.*—Brown had a branch of his store in Danville, and if he did not charge that branch with goods sent, and credit by goods returned. All business men will readily see that B.'s books are as unreliable as his statements, and what could G. tell by examining books that were kept in such a way?)

33d. Weir, Quests. 2 and 3, page 65, proves Falsehood 33.

34th. Berryman, 31, Quests. 3, 4 and 5 proves 32.

35th. Berryman, 30-7, proves B. excused himself for absence from Presbytery at Danville because of bad health; yet Brown admits that he was at that time in Cincinnati buying books.

36th. Pages 225 and 230 proves that J. H. Brown told a falsehood about the session of his church calling to account one of the witnesses.

#### FOURTH CHARGE—(See page 213.)

Page 33, Rev. E. Foreman states that he gave B. \$100 per share for 10 shares of Insurance stock, in Oct., 1849, which was transferred to him November 13, 1849; and when Dr. Bullock informed him in September last, that there was no dividend declared in November, 1849, he was surprised. That the company broke, and it was a total loss. That B. never proposed to share any portion of the loss. Skillman, page 45.—"That he bought of Dr. Hunt 39 shares of Lexington Insurance stock, November 6, 1849, at \$90 per share, and told B. of his purchase on that day."—See Skillman's answer to Question 127, page 47. And you can readily see what he thinks of this charge.—Dudley, page 76, 2-8. There was surprise expressed at the price paid by F. for the stock.—See Dr. John C. Young's answer to Questions 3, 5 and 6, page 25—and Foreman's answer to Questions 32 and 33, page 36.



## EXCEPTIONS.

1. T. W. Bullock excepts to question 16, by defence to Mr. Goodloe, on page 18.
2. Mr. Brown excepts to question 17, by prosecution to Mr. Foreman, page 35.
3. Dr. Breckenridge excepts to answer given by Mr. Skilman to question 83, page 42.
4. Also to all the testimony given about cord-wood by Oldham, Gilmore & Co.
5. Also to D. A. Sayre's testimony so far as it is based on private declarations of Mr. Brown to him.
6. The exception of F. G. Strahan to the 11th question by defence to Mr. Kemper, on page 179, ought to have been appended to said question, page 103.

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## CERTIFICATE.

HAVING examined the testimony taken in the trial of the Rev. J. H. Brown, also the proceedings of the Presbytery in the case as presented in the forgoing volume, and compared them with the original records, I find them substantially a true copy; except as noted in the errata, and the exceptions found in the appendix.

F. G. STRAHAN,  
*Stated Clerk of W. L. Presbytery.*

THE  
FIRST  
PART  
OF  
THE  
HISTORY  
OF  
THE  
REIGN  
OF  
HENRY  
THE  
FIRST  
BY  
JOHN  
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## ERRATA.

- Page 13—"4,317.35" should be "4,137.35."  
Page 37—Question 38, "was to Skillman, and balance of the deposition his."  
Page 52—"Not have refused" should be "not have referred."  
Page 75—" \$9,000" should be "\$8,000."  
Page 89—Answer to Question not printed. Answer: He did not render any aid, and was present very little of the time.  
Page 92—September 29th, "1849" should be "1847."  
Page 93—"May, 1849," should be "May 17th, 1849."  
Page 102—"Articled" should be "detected."  
Page 105—"Introductory" should be "interlocutory."  
Page 107—Question 30 should be erased.  
Page 119—Question 11 omitted. It is: "Did I ever make any proposition to you to assist in the Lexington Female Seminary until all negotiations with Mrs. P. had terminated?"  
Page 132—"Forty-nine or fifty" should be "49-50ths."  
Page 151—"Or whether" should be "or within."  
Page 153—"Bad dealing" should be "hard dealing." Same page—"Stanwood" should be "Harwood's."  
Page 156—"6,060" should be "3,060."  
Page 183—"Worthy man" should be "wealthy man."  
Page 186—"Ten churches" should be "two churches."  
Page 210—"When Dr. Breckenridge" should be "whether Dr. Breckenridge."  
Page 210—"Had the testimony" should be, "had read the testimony."  
Page 229—"On our opinions" should be "on our decisions."  
Page 232—Near bottom of the page "Wallis" should be erased.  
Page 213—"Pa price of the price" should be "par price of the stock."  
Page 215—"Harrod" should be "Harned."  
Page 216—"Proceed to try him" should be "proceed to try him on the charges tabled against him."  
Page 218—Near bottom of page, "E. N. Offutt, Elder from Cherry Spring," is left out.  
Page 220—"Ministers Waller, Bullock," should be "J. J. Bullock;" "S. Turner" should be "I turned;" and "to competency" should be "its competency."  
Page 222—At top, "committee" should be "commission;" and next to "leave to reply again," insert "and prosecution to respond;" again, under "7th," read "by call of the roll and record;" "The court then charged," should be "The court was then charged."  
Page 223—"Clean Creek" should be "Clear Creek."  
Page 224—"Some former order" should be "The former order."

ERRATA.

- Page 12—“A. 1732” should be “1732.”
- Page 13—“Question 20” was to “William” and balance of the question “.”
- Page 14—“Not have related” should be “not have related.”
- Page 15—“20,000” should be “20,000.”
- Page 16—Answer to Question not printed. Answer: “He did not render any aid and was present very little of the time.”
- Page 17—“December 20th, 1832” should be “1831.”
- Page 18—“May 1832” should be “May 17th, 1831.”
- Page 19—“Answered” should be “Answered.”
- Page 20—“Interrogatory” should be “Interrogatory.”
- Page 21—“Question 20” should be “20.”
- Page 22—“Question 11” should be “11.” “Did I ever make any promise to you to testify in the Jackson I made Seminary until all persons were sworn?” should be “Did I ever make any promise to you to testify in the Jackson I made Seminary until all persons were sworn?”
- Page 23—“I was sworn or did” should be “I was sworn or did.”
- Page 24—“or witness” should be “or witness.”
- Page 25—“and bearing” should be “and bearing.” “Latter page—”
- Page 26—“Latter page—”
- Page 27—“Latter page—”
- Page 28—“Latter page—”
- Page 29—“Latter page—”
- Page 30—“Latter page—”
- Page 31—“Latter page—”
- Page 32—“Latter page—”
- Page 33—“Latter page—”
- Page 34—“Latter page—”
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## A P P E N D I X .

### TO A JUST PUBLIC.

THE matters of controversy between the Rev. John H. Brown and myself, having been submitted to arbitration, and I having recovered from him \$619 60 which was my due, and of which he was unwilling, voluntarily, to make restitution, according to the dictates of common honesty, to say nothing of those christian precepts which he professes to revere, I had supposed that the matter was ended. But John H. Brown, justly feeling that his reputation was suffering, ventured upon the questionable policy of bolstering it up by a *certificate of character*! The certificate, in reality, proved nothing—for it only disclaimed the finding, on the part of the arbitrators, a want of “integrity and good faith” on the part of J. H. Brown, from the transactions “submitted to their investigation.” (I suppose they mean Legal Fraud.) And as no legal technical fraud was alledged on my part against him, of course the arbitrators did not touch the question! But even this certificate, though ostensibly procured with a view of satisfying friends who had been shaken in their confidence, I understand was fraudulently printed. Finding that Mr. Brown and his friends were attempting to injure me thus by implication, I republished a portion of his card, simply appending the *items of award*, without comment. Again, the controversy between Mr. Brown and myself, according to the rules of the Masonic Fraternity, we both being Masons, came up before the Encampment, and was there determined. Once more the Rev. gentleman comes with another certificate, and through himself and friends, appeals to the world. Mr. Brown pleads thus before the highest court of character—the public—to that tribunal I also must answer—and whatever odium must rest upon those who venture to thrust their private griefs upon the ears of others, must rest not upon me.

I will not deny that I enter reluctantly upon this duty. In the first place, Mr. Brown and myself and family, have for years been upon good terms, and on our part, at least, the most friendly relations; it was therefore a long time before proof upon proof, forced me into the conviction of his fraud: and longer still, before I could so far forget the past as to urge it to his injury. But above all things I abhor personal controversy, as leading to no desirable result, even to the victor. Yet reposing upon the consciousness of right and inevitable facts, I dare venture to place him, *as he is*, before the public! If it took all of Mr. Brown’s religion and the obligations of Masonry, (as he said before the Encampment,) to keep his hands off me, certainly I ought to be allowed to vindicate myself with pen and ink, particularly as Mr. Brown pledged himself before the Encampment to pay my account and correct further errors, and has failed to redeem his pledge. His friends having circulated in this and other counties that he was triumphantly acquitted by the Encampment, and that there was a tie vote on my expulsion—both statements being false, I am compelled, in defense of my own reputation, to make this publication. And in doing this, I shall not, like him, travel out of the record. I shall not attempt by implication, and rumors, and perversion, to divert censure. I will confine myself to that transaction out of which injury comes only to myself.

1st. Then I charge John H. Brown with having sold me books for more than cost—which were by contract to have been sold at cost! 2d. I charge



Amount below contested by Brown, but proven :

Continuation of items arbitrated and decided :	Cost to J. H. Brown.	J. H. Brown charged Goodloe.	Difference.
18 Davis' Series.			
6 " "	\$15 75	\$16 92	\$1 17
1½ dozen Comstock's Philosophy,	5 25	5 52	27
3 Anthony's Caesar,	9 00	9 33	33
1 Xenophon,	3 00	3 60	60
9 Anthon's Homer,	1 62	1 65	03
1 dozen Spellers and Definers,	9 45	10 21	76
2½ " Goodrich's 1st Reader,	1 56	1 6	12
5 Adams' Geography, (one more charged than bought.)	1 74	1 84	10
15 sheets Silver-bordered Note,			45
96 cards Steel Pens,	82	90	08
400 Engravings,	5 76	6 72	96
Allowed for over charge on Ruckenbergers,	3 50	8 50	5 00
48 Dodge, &c.,			6 11
Ancient Map and 17th Century,	1 40	2 40	1 00
27 Old Magazines,	1 50	3 00	1 50
1 East's Reports, (defective.)			5 13
			2 50
Difference in Extensions and Additions,	\$31 00		\$150 20
Allowed over charge on Music,	130 00		
Over charge on Almanacs,	106 62		
" " Harper's Bible,	4 00		
" " Cheap Publications,	30 00		
			301 62
Seven per cent on \$451 82,		31 65	\$451 82
			31 63
			\$483 47
The following Books were returned to Mr. Brown, with the name of the person and library to which they formerly belonged, in parenthesis :			
33 copies Campbell & Rice's Debate,	\$1 00	33 00	
2 " " " gilt,	1 50	3 00	
8 Old Books, (damaged.)		4 02	
1 Hopkins' Notes on Economy, (R. H. Crittenden,) [1841,]		45	
1 Fragments, by Sprig, (presented to Mrs. Clarinda Brown,		25	
1 Mitchell's Algebra, (W. B. Brown,)		67	
1 Colburn's Sequel, (Hugh L. White, 1844.)		42	
1 " " (Ezekiel McClanahan, 1844.)		42	
1 " " (G. D. Shackelford,)		42	
1 Sanders' 4th Reader, (E. Irvin,)		38	
1 " " (J. T. Shackelford,)		38	
1 Goodrich's 4th Reader, (D. Scott,)		30	
1 Teale on Neuralgia, (Medical Library,)		19	
1 Chapsell. (M. D. Durby & Co.)		75	
1 Davies' Bourbon, (Joshua F. Lawrence,)		90	
1 Cicero Delphina, (J. A. Messick,)		50	
1 Folsom's Livy, (Vandike,)		45	
1 Buchanan on Mill Work, (Jno. Trimble,)		2 59	
1 Hector Bosang, (Chas. S. Marshall,)		3 00	
2 vols. Reece's Cyclopaedia, Trans. Library, Lex.)		20	
1 Lot of Executive Documents,		40 00	
1 Harney's Algebra,		67	
19 Books, with the name of Thomas Dean in them,		11 38	
		\$104 16	
Seven per cent. Carriage on \$104 16,		7 30	
			111 46
Six per cent. interest from Sept. 1, 1850, to June 7, 1851, .		24 56	\$594 93
			24 56
Amount of damages assessed by the Arbitrators, and paid by Brown to Goodloe,			\$619 59

Here follows a list of items bought by Brown, and invoiced to self, by account of stocks taken Feb. 1, 1849, and invoiced to me March 1, 1850. Mr. Brown was the clerk when he invoiced to self, Feb. 1, 1849, and to me March 1, 1850, and had the same means of invoicing *correctly in 1850 that he had in 1849*. It is most remarkable that he should have been the clerk each time, and never have charged himself *too high* in a single instance that I have seen, and one year afterwards invoiced the same articles to me so much above cost.

	Marshall in. to Brown, Feb. 1, 1848.	Brown to self, February 1, 1849.	Brown to Goodloe, [March] 1st, 1850.
10 vols. Martin Colonies, . . . . .	\$3 75	\$3 75	\$5 00
1 doz. National Spellers, . . . . .	1 12½	96	1 65
1 " Towns' " . . . . .	87½	96	1 20
1 " Hazen's " . . . . .	1 37½	96	1 68
1 Kent's Commentaries, . . . . .	11 50	12 50	13 50
4 Smith's Virginia, . . . . .	3 20	3 20	4 00
11 Simpson's Euclid, . . . . .	6 60	6 60	7 92
83 Christian Hymns, . . . . .	21 58	22 41	25 72
12 Watts' Hymns, . . . . .	96	96	1 08
16 Christian System, . . . . .	6 40	5 60	9 60
1 Lot Maps, . . . . .	10 50	10 50	36 95
1 Lot India Ink, Crayons, etc., . . . . .	6 00	Ink, 2 00	Ink, 11 55
Almanacs, . . . . .	34 00	25 00	131 32
Executive Documents, (cost at auction,) . . . . .	12 40	20 00	40 00
Music, . . . . .	121 79	100 00	255 00

Again this table will show what Almanacs, Music, India Ink, and Maps were invoiced at by Skillman, Marshall and Brown from 1845 to 1850.

	Skillman inv. to Marshall, Feb. 1, 1845.	Marshall to self, Feb. 1, 1846.	Marshall to self, Feb. 1, 1847.	Marshall to Brown, Feb. 1, 1848.	Brown to self, Feb. 1, 1849.	Brown to Goodloe, March 1, 1850.
Almanacs, . . . . .	\$17 00	\$0 00	\$10 00	\$34 00	\$24 00	\$131 00
India Ink, . . . . .	5 50	2 00	3 37	etc. 6 00	2 00	11 50
Music, . . . . .	145 00	132 30	139 48	124 72	100 00	255 00
Lot of Maps, . . . . .	5 00	4 00	0 00	10 50	10 50	36 95

It will be seen by the above table, that all the Almanacs invoiced from 1845 to 1849, were invoiced on the 1st day of February, the Almanacs being dated for that year. Mr. Brown charged me with these Almanacs the 1st day of March, they being for years 1845 to 1850.

He has also charged me 7 per cent. carriage on these old Almanacs—books out of his Library—books taken of Thomas Dean, and others—the executive documents—2 Nos. Reese's Cyclopaedia, proven to belong to the Transylvania Library—1 copy of Teal on Neuralgy, proven, claimed, and taken by Prof. Peter, to belong to the Medical Library, Lexington—1 Novel; proven and taken by Jas. Logue, Librarian, belonging to the Lexington Library; all of them having the ticket and number of the Library in them—Do. School books with names of Shackelford, White, Irvine, McClanahan, dated Richmond, 1844.



Now here is no dispute that I was wronged \$619 59. I do not stop to comment upon the fact that J. H. Brown is proven in possession of a large number of books, placarded with the names of other owners. Estimating the errors in addition and extension, as one error against me—and thirty entries of cheap publications, from which \$30 was deducted—there are 185 errors against me, and none (that I have seen) in my favor. Now is it possible that 185 errors should have been made against me and *none* in my favor, by any combination of chances? In Skillman's invoice to Marshall, no error was made! In Marshall's invoice to Brown, no error was made, except \$4 63 in addition! If 185 errors are made against me, by over charges, &c., is it not more probable that as many more are made against me by charging the quantities improperly? Errors that were made in this way I had no means of detecting.

Again, M. D. Gilbert testifies that Brown had invoiced his stock to me above cost. J. Griswold testifies the same. (See Record.) To place J. H. Brown's intentions beyond controversy, I give one more proof. The Executive documents were purchased at the sale of the late Hon. John White's property, at \$12 40, by John H. Brown, invoiced to D. Brown at \$20, Feb. 1st, 1849, charged to me at \$40 00, March 1st, 1850, both times in the handwriting of John H. Brown. I challenged the price of the Executive documents before the arbitrators, D. Brown admitted an error and reduction from \$40 to \$20. I then asked him if that was the *real* cost, he said it was. John H. Brown was present and *silent!* I then once more challenged said item, and produced certificate of sale, showing that J. H. Brown had bought said documents at \$12 40! Now an *indifferent* spectator at the sale *remembered* the original price, by which means I got at the real cost, and Mr. Brown who purchased them and had a bill of same, stood by in silence when the challenge was made! (See Record.)

*Charge 2nd.* I charge John H. Brown, with representing to me that he bought Marshall's stock at cost and carriage, and that no portion of it was *valued*, which was untrue. *Proof positive.* C. S. Bodley testifies that he is pretty certain a portion of Marshall's stock was *valued* to Brown! A. T. Skillman proved and Brown admitted, that a Lot of Novels was charged half the retail price. J. Griswold proved that Marshall's stock was valued to Brown. (See Record.) All these men are above challenge for veracity, and all book Merchants! Lastly, above all I yet call on *John H. Brown* to get any respectable business man to examine Marshall's invoice to Brown, and deny that any part of the stock was valued.

*Charge 3rd.* That he represented his stock as good and saleable, when it was neither! *Proof inferential.* That he so represented it, is proven indirectly by the fact of his putting it at cost and 7 per cent. on carriage, which nothing but a most select stock could warrant. Again. If it was good and saleable, how came it that after an attempted reduction of the stock, it was invoiced at two thousand dollars more than Brown himself represented it would be, of course the new books coming in were sold, and the old stock being unsaleable, remained unreduced! *Proof positive.* M. D. Gilbert, testified that I charged J. H. Brown with having represented his stock to me to be good, and Brown did not deny it—A. T. Skillman testified that Brown admitted that the stock was as good as he represented it to be. J. H. Brown in his written statement, admits that he represented the stock, as a stock, to be *good*. J. Griswold testified that the stock was bad; and valued the stock that cost me \$9,549 57 at \$5,412 32; and that \$5,000

cash would buy a far more valuable and saleable stock! Mr. Griswold was recommended by Messrs. H. W. Derby & Co., W. H. Moore & Co., and C. F. Bradley & Co., all large book merchants of Cincinnati, as being the best judge of books known to them, East or West. The invoice was shown to H. W. Derby & Co., and W. H. Moore & Co., and they sustained Griswold's valuation. C. S. Bodley, John Kennard and M. D. Gilbert, all book merchants, then in business, testify that Griswold has the reputation of being a good judge of the value of books, and that they had examined his valuation and consider it a fair one. Mr. Brown, after careful examination of Griswold's valuation, only assails some 5 or 6 items. (See Record.) Nearly all of which I bought in Philadelphia, same month of Brown's invoice to me, for less than Griswold valued them at. Nor has Mr. Brown introduced a single book merchant in business, to prove that Griswold's valuation was not a fair one. M. D. Gilbert testifies that the stock was bad, and that he could with \$5,000, buy a stock, with which, more money could be made; and that he was directed by me to sell the stock for anything he could get over cost. C. S. Bodley says that a part of the stock was not worth 10 cts. on the dollar; and that he had no idea there was so much bad stock until he examined it. Here then I am injured near \$5,000 by putting too much confidence in John H. Brown. (See Record.)

*Charge 4th.* That the said Brown knowingly withholds from me, dues acknowledged to be mine! *Proof.* He refused to pay my account of \$125 77 for books, &c., some of which were sold him at cost, all of which he admits to be correct, save tax and commission on books, and books in Philadelphia. Again, there have been found many errors since the award of the arbitrators, which he is by his written contract, bound to correct, as well as by equity to pay, if there was no written obligation. (See contract.)

*Charge 5th.* That Mr. Brown is guilty of falsehood and dishonorable suppression of papers! *Proof:* In Mr. Brown's written statement he denies that I ever made any proposition to him to arbitrate. His language is, "Mr. Goodloe never made a proposition to arbitrate; all the propositions to arbitrate came from me, which he declined. He ultimately made a written conditional proposition, after declining all the unconditional ones I had made." *Proof 1st.* A. T. Skillman proves that Goodloe proposed to Brown in his presence, to leave all matters of difference to Wm. A. Leavy and himself, or to the session of Mr. Brown's Church, and Mr. Brown declined. *Proof 2nd.* W. A. Leavy proves that Goodloe said to him that he was willing that A. T. Skillman and himself, or the session of Mr. B.'s church, or the elders of any Presbyterian church in the county, might settle their differences. Jas. Weir proves a similar proposition. Leavy, Weir and Skillman, are elders of Mr. B.'s church. *Proof 3rd.* I then submitted the following proposition in writing which Mr. Brown declined.

"REV. JOHN H. BROWN:—I propose that the whole matter in contest between us, in reference to the purchase of Dwight Brown's Book Store, by me from you, be referred to two business men, (not Lawyers,) one to be chosen by you and one by me, and they to choose an umpire, and then for these three to hear the whole case, and do justice between the parties, and their decision to be binding. An answer in writing is requested.

"D. S. GOODLOE."

*4th.* Brown told me that he could have sold the book store on the same terms to Dr. McKee, of Richmond. He also told me and others,

that the book business was good, but that I did not understand it, was the cause of my complaint. Dr. McKee being called, testified that he wrote to Mr. Brown on the subject, Brown advised him not to commence the business in Lexington, that the Law, Literary and Medical schools were going down! (See Record.) *Proof 5th.* Mr. Brown repeatedly said that he could have sold his stock of books to two others, on same terms sold me, but *after* a labored effort failed to prove it. *Proof 6th.* J. Weir testified that J. H. Brown stated the larger amount of Almanacs sold me, were for the year 1850. *Proof,* B. Johnson testified that he counted all the Almanacs invoiced to me, and the larger number of them were for years, 1846, '47, '48 and '49. *Proof 7th.* Mr. Skillman testified that J. H. Brown said that the portion of stock complained of by me, he could sell for more than cost at trade sale. *Proof,* C. S. Bodley testified that a portion of the stock examined by him, was not worth 10 cts. in the dollar. *Proof 8th.* Mr. Brown told W. A. Leavy, that the Almanacs invoiced to Goodloe, he had paid for. *Proof,* Mr. Brown charged me with Almanacs for years, 1846, '47, '48, '49 and '50, and did not pay for any previous to 1848. (See Record.) *9th.* Mr. Brown exhibited before the encampment, on Marshall's invoice to Brown, Feb. 1848, charge of 150 Nos. of Harper's Bible, for \$25, and contends that the Bible invoice to me, March 1st, 1850, was made of these numbers. I challenged this assertion and exhibited Brown's invoice to self, Feb. 1st., 1849, with charge of lot Nos. Harper's Bible for \$4 being all the numbers Harper's Bible on hand: one year after, Brown bought the 150 Nos. of Marshall, and also exhibited bill of \$10 paid by Brown for binding Harper's Bible, in May, 1849, in Philadelphia. *Dwight Brown* then acknowledged before the arbitrators that he had traded with a customer for these numbers of Harper's Bible, and gave him \$4 for them, and bought more numbers in Philadelphia, to make the Bible complete, and had it bound, and upon this testimony the arbitrators fixed the price of the Bible at \$18 in place of \$22. Yet in the face of this evidence, J. H. Brown persisted in contending before the encampment, that the Bible was made of the 150 numbers bought Feb. 1st, 1848. *Proof 10th.* Mr. Brown told me the stock amounted to about \$8,000 and would reduce it to about \$4,000; the stock amounted to over \$10,000, and Skillman testified that he and Brown both were astonished when the stock amounted to \$10,000. Skillman and Leavy testified further, that they understood from Mr. Brown, before the invoice was taken, that it would not exceed \$8,000. *Proof 11th.* Before the arbitrators, I challenged the price of Campbell's and Rice's debate, charged to me at \$1. Mr. Brown stated to me that he did not know what they cost, (*notwithstanding Mr. Brown published the book.*) I introduced a letter from Derby & Co., showing that they had been published for 50 cents per copy. *Proof 12th.* Mr. Brown admits that he recommended to me Dwight, to take charge of my business. Yet Dwight Brown, the only child of J. H. Brown, was the only material witness introduced by J. H. Brown against me. And when I introduced Mr. Skillman to prove that the book store belonged to Dwight, J. H. Brown propounded the following question to Mr. Skillman—Have you not often heard me complain of D. Brown's carelessness in business, and express doubts whether he would ever become a business man? Answer—I have frequently heard you complain of him and reprove him, and express doubts of his ever becoming a business man. *13th.* Before we traded, Mr. Brown took from his shelves different books, and told me the cost and sell-

ing price, and also told me that the true cost was marked in the books. Now I do not know whether Mr. Brown told me the true cost of the books or not, as I did not then know his private mark, but I do know that many books were marked more than the true cost, as I have abundantly proved. (See Executive Documents, Martin's Colonies, &c.) *Proof 14th.* At Mr. Brown's request, I paid D. Brown's tax on store, of \$24, for 1850, and charged it to him, which he refuses to pay. To show the injustice of this, I will state—the store was listed for taxes by D. Brown, in 1849 and 1850. I listed for taxation in 1850, the full amount of my taxable property. I then paid Dwight Brown's tax for 1850, \$24; he having continued to sell books for his benefit, until March 1st, 1850. Here is conclusive evidence that I paid \$24 tax more than I should have paid for 1850, and Mr. Brown that much less than he should have paid. *Proof 16th.* When I took possession of Mr. Brown's stock, he had a lot of books from Lea & Blanchard, of Philadelphia, on commission; many of them had been in store for years. He assured me that it was my interest to take them; believing Mr. Brown, I suffered him to charge them over to me, on commission, with 7 per cent carriage on them. Soon after this, Messrs. Lea & Blanchard advised me that the books must be returned to them—complaining that Mr. Brown had not sold more of them. I packed them up and sent them back, and charged them the 7 per cent. carriage charged me by Mr. Brown—they refused to pay it, saying that the contract was that Mr. Brown was to pay carriage. I then charged it to Mr. Brown, and he refused to pay. Here I have lost \$26. Mr. Brown may give his own version of this, and I will leave it to any respectable book merchant. *Proof 17th.* Mr. Brown charged over to me, without my knowledge, (he having the invoice in his possession every night until I executed my note to him, See Record.)

25 Lacon De Literature,	\$1 50	\$37 50
3 Alexander on Chess,	6 00	18 00
		<hr/>
		\$55 50

These books were then on commission, with Moss & Brothers, Philadelphia, for sale on Mr. Brown's account—he also charged me 7 per cent carriage on these books. If Mr. Brown had a right under our contract, to charge these books to me, he had a right to charge me with books on commission in every State in the Union.

Now to the suppression of papers. Mr. Brown exhibited before the arbitrator a list of some ten or twelve charges, which he contended were invoiced to me at less than cost. I assailed them, and Mr. Brown withdrew the paper from the arbitrators. This paper fell into the hands of my attorney, and was handed to me; I compared the list of items with the invoice, and found and made a memorandum to that effect on that paper, that would have enabled me to have shown that the items were charged at their value. Before the committee, Mr. Brown asked me for that paper; I handed it him, supposing it the property of the committee. In Mr. B.'s answer to me, he took a copy of said list, without my memorandum being exhibited, and attempted to show by Marshall's invoice to Brown, and Brown's invoice to Goodloe, that Goodloe was charged less by Brown than Brown was charged by Marshall. When in fact the error was merely apparent and not real, as my memorandum would have proven. Yet this document which was mine, was kept by Mr. Brown, and refused

me at that time, by which means he left a false impression upon the encampment to my injury. Again, before the committee, as we could not compel the presence of witnesses, it was agreed that questions might be written out, presented to the witnesses by Mr. Brown and myself, and then be returned and read. Mr. Brown proposed questions for M. B. Morrison to answer, which he did answer, but which Brown returned to Morrison, telling him to burn or destroy them. One of the committee knowing that Mr. Brown had desired to question Mr. Morrison, asked Mr. B. if he wished to question Mr. M., to which he replied he did not. I then sent for Mr. Morrison, and propounded the following questions—Has the Rev. John H. Brown handed you any questions to answer? "He has." Where are they? Mr. Brown then replied, "I can save you the trouble, here they are," holding a paper in his hand. Mr. Morrison replied, the questions were at his house! The committee then demanded them of Mr. Morrison. Mr. Morrison and one of the committee, then went after the questions, and they were read before the committee. Here then was one falsehood! but it was intended to cover another. For in those answers, Mr. Morrison proves that Mr. Brown told him, that he gave Campbell's and Rice's debate, for the Congressional documents: when in truth they were bought at auction! Hence the bold venture of non-detection in one falsehood, to cover another! On both of which he was doomed to fail!

Having performed this disagreeable duty, so far as the general character of these transactions is concerned, I now place him before the world, whose ordinary morality he violates, as knowingly withholding from me large amounts, which his written contract and his pledge before the Lodge compel him to pay. Among the over charges which remain to be corrected, agreeable to his admitted version of the contract, I will give a few examples from which the public will form an idea of all. Brown bought of Marshall, India Ink, Crayons, &c., for \$6. Invoiced to self, India ink, \$2, to me, same ink, \$11 55. This ink was invoiced to me at 15, 20 and 25 cents per stick. Bodley testifies that he had not sold \$5 worth in eight years—that it cost 5 and 6 cents per stick, and retailed at 15, 20 and 25 cents? This is the same lot of ink sold by Skillman to Marshall, and by Marshall to Brown. I have Marshall's bill, and I challenge Mr. Brown to show that he ever bought any save of Marshall, or that cost 15, 20, 25 cents per stick! Again, Mr. Brown charged me with 8 packs of Visiting cards, at 83 cents per pack, and can not produce any bill but for 4 packs at 83 cents per pack. Mr. Brown gave Geo. W. Norton \$10 for an old Writing Desk, and charged me \$12 50 for same Desk. Mr. D. Brown, bought of J. G. Mathers, two pictures, to hang up in his chamber, at retail price, and charged me with same pictures at retail price and 7 per cent. carriage on said pictures and writing desk. These, with more than 100 other errors remain uncorrected! John H. Brown has at last, in his written statement, admitted that he represented to me "that the stock sold Goodloe, as a stock, was good." I now propose and obligate myself to pay John H. Brown \$500, to choose one respectable book merchant, I choosing another, and they to choose, if necessary, a third—then they shall take the invoice, and decide, whether, "the stock, as a stock, as invoiced to me, was good." If they determine the stock to have been good, then the said \$500 to be paid by me to Mr. Brown, but if they shall determine "the stock as a stock" not to have

been good, then Mr. Brown to be compelled to make it good—and that there shall be no quibble about *now* determining it, whenever there is a doubt about sales since made, or any other matter not susceptible of reasonable certainty, said doubts shall be decided to Mr. Brown's advantage! It now remains to be seen whether John H. Brown, with all his tact, ingenuity and sophistry, can evade this plain issue!—whether any social position, however high, can place him above these obligations which are rigidly enforced even to the ruin of the humble and friendless—and whether the moral and religious sentiments which he professes to teach, and his obligations of Masonry, will permit J. H. Brown, who has the means, (because he is protected by law, in consequence of a defective arbitration,) to refuse to make good his admitted representations to one proven to have the most implicit confidence in him, and to pay debts, which equity as well as his written obligation, compel him to liquidate!

D. S. GOODLOE.

N. B. The evidence in the case of J. H. Brown and myself, was made a record by the Encampment, and I have attempted to give a correct statement of it. (A copy of the record is at my store and can be seen.) But should Mr. Brown find any mistake in my quotations from it, I insist that he publish the entire record, *as he has ample means to do so*. Mr. Brown introduced proof to show that I was only worth \$6,000, and I having proven that he injured me near \$5,000, the public can readily see that it would be a great tax on my remaining *thousand*, for me to publish the entire record.

#### AGAIN TO A JUST PUBLIC.

JOHN H. BROWN has, at least, been forced by public sentiment to attempt a refutation of the charges specifically made against him. I think in the beginning, as his pamphlet will show, *I* as much overrated *his* ability, as the event will prove, *he underrated* mine. I came before the public, not to make a display of rhetoric, but of facts; and whether or *not* I can "spell, am a fool, deranged and rotten-hearted," seems to me immaterial to the issue whether or not John H. Brown defrauded me in the sale of his bookstore.

If I am not by profession, a man of letters, I was bred a gentleman, and have sufficient regard for myself, as well as sufficient respect for the public, to avoid the Parson's lead, in the use of vulgar epithets. I confess to being fool enough to suppose that he who assumed the badges of Christianity, had also the realities; but wiser men than *I* have been unable to see the wolf through the sheepskin, till the fangs fastened in the flesh, broke up the illusion.

If I am "deranged," the once reverend gentleman will perhaps find that I have method in my madness. If "rotten-hearted," sound ribs prevent the Parson's analysis, whilst *his physical unsoundness, leaves proof incontestible of his early moral abasement*. I think the Parson will find it as hard to patch up his *character*, as his physicians will to mend his *person*. They are both incurably diseased.

I charged J. H. Brown with lying in seventeen specific cases. He vindicates himself by saying in substance, that a fool may ask a question which it would take a wise man a long time to answer. That sort of

defence may answer for such a pastor, but it wont do in any court of Law or Equity—it wont answer in any savage or civilized nation under the sun, and above all, it wont do in the State of Kentucky, the County of Fayette, and the city of Lexington. Against all my charges and proof, he brings only his veracity, his personal word, when I had already attacked that veracity, and that personal word, in seventeen specific cases, and which word he triumphantly vindicates by the fact that, “a very distinguished man” has said, that a fool may ask a question which it will take a wise man a long time to answer.

I *reaffirm*, then, all my first declarations against him; and I contend he has not brought the *proof* to refute a single one.

On page 9 Mr. Brown “disproves my charge of fraud in Almanacs,” by his “word.” He says almanacs preceding 1848 would not exceed half a hundred, yet last Court day I piled before my store nearly 5,000 dated 1848–49 and ’50 and 720 dated 1846–7. Read certificate:

“I hereby state that I brought up from the cellar of the bookstore occupied by D. S. Goodloe, seven hundred Almanacs for the years 1846 and 1847, which were published by Marshall, and it has been the custom in the store to fill up boxes, when packing books, with Almanacs of the same stock, and to use them for wrapping and waste paper; and I have no doubt, that more than one thousand have been thus disposed of during my connection with the store.

ALFRED COX.

“This 25th day of June, 1852.”

As the Parson seems to object to specifications, I will take a more general view of his fraud and put it in a form not to be obscured.

*The fraud in its incipency, or the disreputable means used to induce me to make the trade.*—When a jockey wishes to cheat a friend who confides in his honor, and who is no judge of the article, the usual means are to say that A, B and C had offered such and such prices. Now the Parson represented to me that the trade he offered would be advantageous to me, and as evidence of the fact, stated that he could sell to Mr. Wm Todd, of Frankfort, to Dr. McKee, of Richmond, or Judge Trotter and W. A. Dudley, of Lexington, on the same terms, and that I must determine *at once*, or lose the trade, still he preferred selling to *me*, &c., &c. Judge Trotter testifies that he did not know that Mr. Brown wished to sell, and W. A. Dudley states that he was told by some one that with a capital of \$10,000, \$5000 could be made, and \$20,000 one could make \$10,000, and that if Mr. Brown would guarantee that, he would buy the bookstore. Here the Parson not only falsifies, but butts the head of one falsehood against another. He represents to Todd that it is a *good* business, to McKee that it is a *bad* business, and as he regarded me as “*a fool*,” I suppose he thought it would be easier to cheat *me* and escape detection, than McKee or Todd, and hence he preferred selling to me.

*2nd. Progression in the Fraud by false representation of the Stock.*—It is abundantly proved by the depositions of A. T. Skillman, M. D. Gilbert, and J. H. Brown’s written statement on file, that he represented the stock to me to be good. It is also proved by M. D. Gilbert J. Griswold, C. S. Bodley, H. W. Derby & Co., F. Bradley & Co., and W. H. Moore & Co., all book merchants, that the stock was bad.—See app. Here is proof of the false representation of the value of the stock. Pothier on the contracts of sale says: “As a matter of conscience, any deviation from the most exact and scrupulous, is repugnant to the good faith that ought to

prevail in contracts. Any dissimulation or misrepresentation concerning the object of the contract, or materially affecting the quality of the article sold, is contrary to that good faith, for we are commanded to love our neighbor as ourselves. Whether a party thus misrepresenting a material fact, knows it to be false, or made the assertion without *knowing* whether it was true or false, is wholly immaterial, for affirmation of what one does not know to be true, is equally in *morals* and *law* as unjustifiable as the affirmation of what is known to be false—and *even* if the party *innocently* misrepresents a material fact by mistake, it is equally conclusive, for it operates as a surprise and imposition on the other party. Every false representation of the quality of the article sold, binds the seller to make good any material defect."

*3rd. Progression of the Fraud by dishonorable and selfish means to induce me to take possession of the store before I had agreed to do so by the contract.*—In February, Mr. Brown called upon me and represented that the customers were leaving the house, but that March and April were the best months for the sale of books, and it was for my interest to take possession, and he would let me have possession for a small premium, and as a friend he advised me to take possession at once. This apparently disinterested act of friendship invoked my gratitude and I took possession. Here he first asserts that he did *this* through kindness to me, but when I pressed him hard, he proves that the reason for hastening possession, was, he believed me on the eve of insolvency and wished security. He has convicted *himself* of this duplicity and falsehood by his son.—See app.

*4th.—Further progression in the Fraud.*—He and his son made out an inventory of the stock, enormous for the number and magnitude of its errors, then he tells a falsehood as to the way it was done, to inculpate me, when it was done by *himself*. It is in proof that the errors on the 1st 29 pages which Mr. Brown says were taken in the store in my presence, are very few and inconsiderable in amount, and on the next 6 pages, taken by me, there are no errors.—See app.—In the residue copied by Mr. Brown from loose slips of paper in his room, (none of which were made out by me) their name may be called legion. I do not know whether Mr. Brown or his son did this, but I suspect the former, as he has withheld from the public these slips, which can alone vindicate himself and inculpate Dwight

*5th. Consummation of the Fraud.*—Negotiable notes are required to be executed to a third party, by which all defence is cut off, and every cent is coercible at the day—no difference how gross the fraud or how numerous the errors in the invoice; and the last cent is exacted to the day, notwithstanding errors to a large amount were detected and many admitted before the last note fell due—without any offer on his part to give credit or refund anything, and leaving me to coerce restitution.

These facts viewed in connection with a minister of the Gospel, who upon learning that a confiding friend has a wish to engage in the book business, calls upon him and by grossly exaggerating the quality of his stock, and falsely representing to him that good judges were willing to give the price demanded (yet from motives of pure friendship prefers *his* taking the stock at a bargain) induces him to purchase a bad stock at the full price of a good one, and still under the guise of friendship, induces a possession to be paid for in advance of the contract—makes an invoice enormous in the number and magnitude of its errors, all in his favor,



requiring negotiable notes to a stranger, thus effectually cutting off all defence, but exacting the last farthing in the face of admitted errors, forms a case of fraud and oppression which all the certificates and white-washing resolutions that can be written, can not wipe out, and he who can see "nothing in it inconsistent with strict integrity and fair dealing and the purest principles of a minister of the gospel," dishonors his own intelligence and conscience infinitely more than he stigmatizes me as a slanderer.

It is known that the matters of difference between Mr. Brown and myself, were submitted to arbitrators, and its results likewise known. My counsel M. C. Johnson and Samuel Shy advised me that proof of the fact that Mr. Brown misrepresented, would not entitle me to recover for fraud in misrepresenting the quality of the stock, unless I could also prove that Mr. Brown knew the stock was not good, and they did not contend for it before the arbitrators. In regard to the errors M. C. Johnson advised me that whether fraudulently made or not, the amount of damages must be the same (i. e. the *bare amount* of the errors, no more,) and therefore he did not argue before the arbitrators that they were fraudulently made. For the truth of this refer to these two gentlemen. The arbitrators, however, gave Mr. Brown a certificate of character, (moreover, M. C. Johnson and Samuel Shy, though hardly pressed, refused to sign this quasi white-washing certificate,) and under *that* he has taken shelter as his only protection against these damning facts. What amount of charity it required of the arbitrators to reach the conclusions supposed to be contained in the certificate, they can explain. I have reason to believe, and I unhesitatingly express the conviction that the certificate of these gentlemen was obtained from them by representations as to the use that was designed to be made of it, which turned out to be utterly untrue. I further state that upon the appearance of my answer to Mr. Brown's pamphlet, he meanly attempted to substitute the arbitrators for himself in the quarrel with me, and was only prevented from doing so by the indignant reprobation of one of the arbitrators. I further state my perfect conviction that Mr. Brown can not *now* obtain from those arbitrators, a reiteration of even the implied confidence, contained in the certificate which they once gave him. But is it not pitiable for a minister of the gospel, instead of resting the defence of his character upon the facts of his case, to take shelter under the *coat tail of these men of the world*.

Our case was also before Webb Encampment upon charges against Brown for defrauding me, and against me for slander in charging *him* with fraud. The Encampment, by a divided vote (*not triumphant*) found that I had not proved Brown guilty of fraud, and by a similar vote that I was not guilty of slandering him. A few nights after the trial, a part of the *triers* met, and by a meager majority, passed Mr. B.'s white-washing resolutions. I am authorized to say that if the absent triers had been present, the resolutions would not have passed. Mr. B. himself circulated these resolutions to my prejudice, as the letter of C. F. Burnham, on file in the Encampment, will show.

*The White-washing resolutions of the Presbytery.*—After I published my pamphlet, Mr. B. went to the Presbytery sitting in Carrolton, on the last night of the session, in the absence of its most experienced members, and upon the certificates of the arbitrators and Encampment, had the following preamble and resolution passed:

"WHEREAS: A printed document titled 'To a Just Public,' by D. S.

Goodloe, of Lexington, intended to injure the ministerial character and reputation of Rev. J. H. Brown, has been sent to this Presbytery, the charges contained in which having been fully and fairly investigated, before the Webb Encampment No. 1 of Knights' Templar, a court of the highest order of Masonry, of which both parties are members, after a long and laborious trial of several weeks, and the same transactions out of which these charges have grown, having been previously arbitrated, by a committee of three of the most intelligent and respectable citizens of Lexington, chosen by the parties themselves, and whereas it is the duty of the Presbytery to be watchful over the character of its members and to protect the same when wantonly and maliciously assailed, to the injury of the cause of Christ, therefore, resolved,

"1st. That the Rev. J. H. Brown has our warmest sympathies in the abuse that has been heaped upon him, and our highest regard as a man of integrity and veracity and also as a minister of the gospel.

"2nd. That the above preamble and resolution together with the card signed by the arbitrators, and the decision of the Encampment, as made public by their own act, bearing on the charges and character of Mr. Brown, be sent to the Presbyterian Herald for publication.

"A true copy: T. G. STRAHAN, *Stated Clerk.*"

These resolutions condemning and denouncing an absent man without a hearing, and lauding a present one about transactions concerning which they knew nothing and professed to know nothing, of a piece with some of which we shall hereafter introduce, very properly excited the surprise and condemnation of the experienced men in that body, who at the time were absent. Mr. Brown upon hearing this, determined not to attend the adjourned meeting at Harmony, although official duties had been, with his consent, assigned him, knowing that proceedings in his case would not be had in his absence. Afterwards having reason to apprehend that if he did not go to Harmony, the Presbytery would probably adjourn to Lexington so as to compel his presence, he changed his mind again and went; and upon the meeting of the Presbytery, the following letter was read:

"*To the West Lexington Presbytery:*—The undersigned has been informed that the Presbyters above named, at a late meeting, passed certain resolutions in regard to matters in dispute between himself and the Rev. John Brown in which the published statements of the undersigned were characterized as malicious slanders, and in which the confidence of the Presbyters in Mr. Brown, is declared to be entire and undiminished, and he is further informed that those resolutions were passed, without any attempt on the part of the Presbyters to investigate the points involved in the matters in dispute between Mr. Brown and himself. In this state of the case, supposing his information to be correct, the undersigned has to inform the above named Presbytery, that he merely sent to it, and to a few of its members, some copies of his late publication touching the conduct of Mr. Brown, as a matter of information, without meaning thereby to involve himself in any personal proceedings before the Presbyters; supposing, however, that Mr. Brown would for his own sake, if he believed himself innocent, demand a full investigation; but now he feels called upon to say to the Presbyters distinctly, that the statements contained in his publication are strictly true, and are capable of being clearly established by proof; and to add that if the Presbyters will allow him to do so, he will undoubtedly make these assertions good at its bar in any proper manner that body

shall point out. If the Presbytery will not permit a person who is not a member of the Presbyterian church, as the undersigned is not, to arraign one of its ministers, then the undersigned has only to say that he leaves the matter to be disposed of as the Presbyters may deem proper, simply remarking, that under that view of the case, justice, and *prudence* even, would seem to require that the Presbytery should use some reserve in denouncing by name, persons to whom they deny the right of being heard before them, when injured by their ministers.

“Respectfully, D. S. GOODLOE.”

The original resolutions were reconsidered, and the following adopted in stead :

“RESOLUTIONS OF THE PRESBYTERY AT HARMONY, May 4, 1852.

“1st. *Resolved*, That in view of all the circumstances connected with this whole matter, there is no call for the action of the Presbytery on the subject, there being nothing before the Presbytery so to impair confidence in the integrity of Mr. Brown as to require of the Presbytery or even to render proper the originating of any such action.

“In Presbytery at Harmony, May 4th, 1852, a letter from D. S. Goodloe touching the action of the Presbytery at Carrolton in the matter of the charges of Goodloe against Brown.

“2d. *Resolved*, That as the minutes of the proceedings at Carrolton as now amended and recorded, do not contain the matter complained of, Presbyters deem it unnecessary to take any further action in the case, unless at the demand of Mr. Brown.

A true copy :

“T. G. STRAHAN, *Stated Clerk*.”

Here the Rev. Gentleman, it seems, puts more confidence in his white-washers than in his facts, and disgracefully declined the investigation, pretending that the lodge would turn me out, and disgrace me. I was not present at the meeting of the Presbytery, but I have no doubt from what I have heard from various sources, that one great reason why the Presbytery took the course it did, was the violent opposition of Mr. Brown and his friend G. B. Kinkead, Esq., to any investigation of the subject, on the part of the Presbytery, unless charges were regularly tabled against Mr. B., which charges, I being a member of another denomination, *could not table*, as Mr. B. well knew. On his way to Carrolton, at Frankfort, he saw my publication and telegraphed W. H. Rainey in substance, “*Goodloe has published; have the Encampment called.*” The Encampment was called, and the charge of publishing my pamphlet alleged against me. I plead justification, and proposed to prove that my pamphlet was true. Here a rich scene of attempted judication ensued. Brown’s advocates contended that I ought not to be allowed to prove my innocence, because *that* would be to try Brown; and *to acquit me* would be to *convict him*. Such are the ideas some have of the sanctity of the black gown. But not so thought the Encampment. They agreed the proof should be made; whereupon the Parson unconditionally abandoned the court, and the charges, by an overwhelming vote, were laid upon the table for ten years, and thus were quashed the whole proceedings. To compare small things with great, like Milton’s Satan, thus he ruminates—

“Me miserable! which way shall I fly?  
Where’er I fly is hell, and in each deep,  
A lower deep, still threatening to devour me, opens wide.”

The public had rejected him, the Presbytery had refused shelter, and the Encampment deserted him in the hour of need, when forsaken and forlorn, he was very willing to take refuge under the wing of that church whose arbitration he had rejected, with contempt and indignation, because of their partiality to him. After months of drumming up, a meeting was called, and from seventy to eighty persons, from a congregation of 400, assembled, many of the church members refusing to lend themselves to the thing, and several who were present, having a distaste to it. When the meeting was organized, one of the most pious and intelligent elders addressed the meeting, and said in substance, that any testimonial in favor of Mr. Brown, to be of any value, must proceed from a full acquaintance with all the facts. That they owed it to Mr. Brown, when their expression of confidence went forth to the public, that it should not be caviled at, as ignorantly made; and as the testimony in the case between Mr. B. and myself was in writing and accessible, he proposed it should be read before they should proceed to decide. One of Mr. Brown's counsel before the arbitrators, in substance said in reply, that the matter had been before the public long enough for any one to inform himself, who wished to do so. He was opposed to reading the record, and urged a vote at once. Thereupon the thing was done without reading the proof. Here these seventy odd members of a Christian society, have deemed it proper to take up a private controversy, growing out of a business transaction between a member of their church and one of another, and to pass and publish resolutions white washing the character of their member, but trying to blacken the character and prostrate the business of the other, without giving him an opportunity to be heard. A community can but regard it (*as I most certainly do*) as an open declaration of war, upon their part upon my character. All this was done in the face of the known sale, by their Reverend Pastor, of *his* good will and *their* patronage in business. In conclusion, there is one point in these resolutions, of which I cordially approve, to wit: the pledge of all the persons met together *there*, habitually to pray for their beloved Pastor, for certainly no one can be more thoroughly convinced that he needs their prayers, and no one can be more interested than I am, that they should be so far efficacious, as to make him restore, to those he has injured, his ill-gotten gains.

I now proceed to take up the Parson's appeal "To the Public," and show that he has not a single inch of ground to tread upon. Fourteen of my specific allegations of falsehood, remaining without an attempt at refutation, I shall now proceed to increase the number.

As evidence that the statements in my former pamphlet were true, read certificate:

"The undersigned having acted as chairman of the committee appointed to collect and report evidence to the Encampment, on the charges preferred against the Rev. J. H. Brown, and also against Col. D. S. Goodloe, (as originally preferred by the former,) and having at the request of Col. G. examined his publication addressed to a 'Just Public,' and compared it with the evidence as reported by said committee, is of the opinion, that the facts therein referred to, as taken from said evidence, are correctly represented, and that so far as said publication refers to the statement in that report, it presents a fair and correct synopsis of such parts of the evidence aforesaid, as are therein given.

D. J. AYRES."

*Falsehood No. 18.*—Page 1st of Brown's pamphlet reads: "Goodloe has published an altered and perverted award of the arbitrators." The arbitrators furnished me with the items composing the award, in which Brown has charged me with almanacs, maps and many books belonging to other individuals, the possession of which he could not justify, making one hundred and eighty-five errors against me, and finding none against himself, except errors in *addition and extension*. Now, errors in addition and extension are common, and no moral delinquency is imputable. I therefore gave Mr. Brown, in my enumeration of errors, the benefit of this allowance. I counted the 34 errors in addition and extension against me and the 20 in my favor as one error only, in the 185, else they would have been swelled to two hundred and nineteen. Upon such flimsy basis does he charge upon *me* falsehood. Again he attempts to show falsehood by enumerating errors! What will the public think when told that not a single item of his alleged errors was proven or allowed by the arbitrators.

*Proof that the statement in my Card was correct.*—H. Bell states he recollects distinctly that the arbitrators furnished Col. G. with the items of the award, and that Col. G. called his attention to the proof sheet of his published card, and he (Bell) told Goodloe he believed it substantially correct.

*Falsehood No. 19.*—Brown asserts, page 4, that as soon as he had intimation of my discontent, on county court day, he, with A. T. Skillman, called on me, and proposed to correct errors—when the truth is, I had previously complained to Brown, in consequence of which, he had ceased to visit my store, and after that to Messrs. Skillman and Leavy, requesting them to see Brown and cause him to settle. They did call, and he refused to correct the errors of the almanacs, said he held the contract and would settle by it. (Refer to Skillman and Leavy.)

On page 5, he says, "Neither Marshall nor Skillman made any complaints of stock taken in their invoices." For the best of *reasons*, there were no errors except four dollars and sixty-three cents, in the addition of Marshall's, nor did they strip their own libraries and charge *their* old books, as well as the books of other individuals; besides they were all book men, and hence there was no chance to defraud.

*Falsehood No. 20.*—We read on page 22, Brown's pamphlet, that "he refused to prosecute me before the Encampment." Now, he not only brought the charges against me himself, but he was the only one I know of who preferred any. He not only spoke against me, but he was the only one that did so while I was present. He also did all he could to have me found guilty. In a speech of four hours, (the two cases being tried at the same time,) he was silly enough to declare that nothing but his Masonic obligations prevented him from using personal violence towards me.

*Falsehood No. 21.*—On page 7, Mr. Brown says of the Christian System, "the one examined cost 70 cents, and the whole were put down at that price." This is false! had he shown to the arbitrators that any one cost 70 cents, they would have allowed that price.

On page 8 Mr. Brown says he "directed them not to contend for the almanacs as soon as Mr. Bodley deposed that it would be unusual;" he proves this by his own witness, and makes a merit, that is, he persists in a claim of the most transparent rascality, until he loses all hope of success, then *magnanimously* gives up the goods.

With regard to that India Ink, etc. I regard his attempted refutation, on page 9, as one of the most ingenious pieces of sophistry, indefiniteness.

and mystification on the records of evidence or argument. I now restate that Brown invoiced to himself two dollars worth of India Ink, the 1st of Feb., 1849, and to me the same at eleven dollars and fifty cents, March 1st, 1850, at 15, 20 and 25 cents per stick. Bodley testifies that it costs 5 and 6 cents per stick in the East, and retails at 15, 20, and 25 cents per stick here. I pin him down again: I have Marshall's bills, and I defy him to show that he purchased of any one else except Marshall, or that such is not the true price. It is sufficient to remark that Brown, in his pamphlet, does not even affirm that he bought more, or that he brought any from Danville.

I remind Mr. Brown that he bought only four packs of Cards at 83c., yet he charges me with 8. I again require him to produce the bill.

He says he "left the invoices with me." Yes, and he left Dwight with me, also. I saw but little of the invoices, and knew but little of the business, and it was not until Dwight left me, and I had employed Mr. Gilbert, that I even suspected that I had been defrauded in the sale. But D. Brown was recommended to me *by his father at great personal sacrifice, (that of collecting in his accounts when clerking for me at \$500 per year.)* Mr. Brown says he really needed Dwight's services in another channel. In what more profitable channel he could be employed by *his father*, it is hard to tell. But he explains these wonderful sacrifices of his directly, by saying, "and having been in Goodloe's employ, it will be readily understood how his testimony becomes important." *Very indeed!* For it was necessary for him, if possible, to exculpate his father; but here was "the tug of war." He and his father, had both repeatedly stated that the establishment belonged to D. Brown, but now it was imperative on Dwight to swear *he* was not concerned, in order to be a competent witness.

Under an agreement by a committee of the Encampment to the effect that B. and myself might take written *ex parte* testimony, which should afterward be read as legal evidence,

Mr. Brown had put several queries to M. B. Morrison.

I sent for Morrison and before the committee, asked him, "Has Mr. B. handed you any questions to answer?" M. replied that he had.—"Where are they?" I enquired. But Mr. Brown here interposed, holding a paper in his hands. "Here they are." Morrison, however, replied that the questions and answers were both at his store. One of the committee accompanied M. to his store, got the proposed questions and answers, and they were read, before the committee as legal testimony, according to previous agreement.

A portion of the answers were in substance as follows:

I have seen charges in Brown's invoice to G. that are not susceptible of satisfactory explanation; for instance, the Executive Documents. Were I to make a purchase of 300 coats in Philadelphia, I presume I would not recollect the cost of 20 lots of coats; but were I, on my way home, to purchase one heavy Beaver over-coat, I am sure I would remember whether it cost \$12, \$20 or \$40 in cash. Again, were I to sell my entire stock at cost and 7 per cent., those that were moth-eaten or injured, should be taken at an agreed valuation, and not be taken at cost and 7 per cent." The above is part of the testimony which B. *suppressed*, alleging that it was illegal, though taken according to agreement and elicited from M. by B.'s own questions. But it was not the illegality of the testimony which induced its suppression, but the fact that it did not suit Brown's purpose,

appears from the following fact, testified by Morrison, that when he (M.) had answered the first questions put to him, Brown returned to him both the questions and answers, telling him to *burn or destroy them*. The most dishonorable part of the thing, however, was that, finally Brown wrote out a question and answered it himself, which question and answer he left for Morrison to copy. This of course M. declined doing, but still holds them in his possession in Brown's own hand writing. Again. Just before B. published his pamphlet, he called on Morrison and insisted on taking his deposition. M. replied that his testimony was on file in the Encampment. B. declared it was not; that the committee had rejected it. This was a falsehood, for the same testimony is even now on record in the Encampment; but B. hoped possibly by taking a second deposition from Morrison, to induce him to contradict his first or admit something inconsistent with its statements.

B. then asked Morrison if he was not possibly mistaken in asserting that he (B.) had told him, that he gave C. and R. Debates for the Executive Documents. M. replied that he was not. Brown demanded if it would not be weak in him to make such statement to M. when he (B.) knew that Goodloe had filed certificate of their cost 24 hours before, showing them to have cost \$12,40? M. admitted that, except upon the ground that he wished to convince him (M.) alone, and enlist him on his side, adding that he was satisfied of the correctness of his statement. B. then said "that G. or himself must fall before the community. That he could prove G.'s character of the blackest dye—that there was a conspiracy to put him (B.) down, which he understood, and would expose;" and then he went off into intimations about personal violence similar to those he made in the Encampment.

On page 10, Brown's pamphlet, we read concerning the Executive Documents: \* \* \* \* \* that they should have been charged \$20 and not \$40. This book with a number of others, amounting to about \$500, were put into the store from my private library, more than eighteen months previous to the sale to Goodloe.—\* \* \* \* \*

But Goodloe says the Executive Documents only cost me \$12,40, and why charge him \$20? Because being ignorant of the cost of the books, they were, with many others, submitted to the valuation of Messrs. Dean and Marshall, and were valued at \$20. If Goodloe had presented the certificate of real cost, it would have been corrected accordingly. This he declined to do, hoping that he could thereby lay a snare, in which I would be caught. He says that D. Brown stated \$20 to be the real cost of the book, and that I was present and remained silent. Neither of which is true. We both knew that he had in his possession the certificate of the clerk of the court of Madison county, giving the cost of the book, and the deposition of G. B. Kinkead and R. Pindell, on file and in my possession, is in the teeth of Goodloe's assertion."

Now to get clear of one falsehood, he tells *Falsehood No. 22*, that the books were put down at \$40 when they should have been \$20, when afterwards he shows, *himself*, that they cost only \$12,40. *Falsehood No. 23*.—He says these books were proved to have been put in 18 months before the sale. The record has it more than a year. He sold me by contract, none of his old library, and what matters it, when they were put in? *Falsehood No. 24*.—It is shown that Marshall and Dean valued them

at \$20. Now, it is not shown that they were valued at \$20 by Dean and Marshall. We have only Dwight's word for it, and we will show that he is as unreliable as his father. *Falsehood No. 25.*—He says it is not true that D. Brown states \$20 to be the real cost of the books. He admits it himself, above, and the record shows the same. *Falsehood No. 26.*—He says it is not true that he was present when Dwight proved the price to be \$20, and remained silent. Shy's deposition proves it. His deposition is as follows :

"I asked Dwight Brown what sum he had fixed as the cost of the Executive Documents, he replied that he had fixed or rather reduced the first price of \$40, to \$20. I then asked him distinctly if \$20 was the cost of said Documents, and he said it was. The Rev. John H. Brown was present and heard these questions and the answers, but did not say anything, and from his silence my conclusions were, that he assented to the answers of his son as correct, when D. Brown fixed the cost positively at \$20. I then and there told them, we still challenged said item at \$20, and asked Col. Goodloe to produce the certificate of the sale, and the same was produced, which showed that the Rev. J. H. Brown had purchased said Documents for \$12,40 cents at the sale aforesaid. Whereupon J. H. Brown instantly arose and said he had an explanation to make in relation to said Documents at a proper time."

*Falsehood No. 27.*—Brown says, "he knew G. had the certificate of cost of the books, and that the deposition of Kinkead and Pindell are in the teeth of Goodloe's assertion." *This is false.*

Question from Brown to Kinkead. "Did I, or not, contend before the arbitrators that I knew not the cost of the Executive Documents, having bought them at White's sale?" Ans. "You did."

Again. B. says I "laid a snare to catch him;" that is true, but I did a great deal worse, I DID CATCH HIM, and even Dwight can not save him here.

Page 12, Brown endeavors to refute my allegation by the quibble that the stock was valued to Marshall twelve days before the sale, and that he took the stock at Marshall's valuation to himself, and ergo, the stock was not valued to Brown. This is the meanest of all quibbles; for he induced me to take *his* stock, at original cost and 7 per cent., assuring me that his stock was better than that he bought of Marshall, and that he gave Marshall cost and 7 per cent. for carriage, and did not value any portion of it, thereby not only obliging me to take Marshall's stock at original cost when he bought it at valuation, but palmed upon me his own old books at original cost and 7 per cent., and thus injuring me nearly \$5000. Page 13 and 14 Brown assails Griswold's valuation. In B.'s sale to me, he charged me cost and 7 per cent. carriage, which is the full amount of carriage from the east, and bound himself to reduce the stock as much as possible before my taking possession. In the teeth of this contract, after the sale he made large purchases in Cincinnati, which cost him about 2 per cent. carriage injuring me in the amount of the unsaleable books, and the difference of carriage of 5 per cent. on cost, and also by the increase of stock instead of diminution. Again, Griswold threw all his stock together, and valued it as if new, then deducted 20 per cent., so that all Brown's attempts at showing an undervaluation, fall to the ground. Brown says, "Some of the books were in stock and invoiced to Goodloe, but afterwards valued by Griswold, who in his valuation, reduced them from 150 to 250



per cent., and afterwards deducted 20 per cent. from the whole amount, for shopworn and damaged books. If I am not overgood at spelling, I am tolerably good at ciphering. I thought when an article was reduced 100 per cent., it was down to nothing! The Parson calls me a "fool," but he *has proved himself one*. On page 14 he attempts to refute my allegation of assailing items, by saying in the Encampment, he assailed more than 50; now the truth *is*, before the arbitrators, Mr. B. presented a list of errors in my favor. I assailed the entire list, and B. withdrew them, *and not one of them was allowed*, as the award of the arbitrators in my pamphlet will show. Mr. B. only assailed 6 items in the record of evidence, and by reference to the certificate of Alfred Cox in appendix, we shall find I bought 4 of the 6 items since Griswold valued them, at less than his valuation, and I again repeat that Mr. Brown can not show a single error in my favor in the entire invoice, and I challenge him to the investigation.

Page 14, Brown asserts that I sold nearly as many books of the stock I purchased of him in the year '50, as I sold of the stock of my own purchase. Were this even true, it would prove nothing, as I authorized Gilbert, as is proved, to sell the stock for cost, and *much* was auctioneered off for less than cost, and the new stock was invariably sold at fair profits. On page 15 he says that I filed accounts against him for \$185.07 and only brought suit for \$107.74; the 1st amount was morally due me, yet a portion of it having been before the arbitrators and lost by D. B.'s testimony, I was debarred from further recovery. Thus he calumniates me by implication! On page 15 is *Falsehood No. 23*. I deny his whole attempted refutation of specifications and call for proof concerning Campbell and Rice's Debates. Skillman does not prove it.

As to what Mr. Brown has said in reference to recommending his son rather than Harvey to me for employment, it is both untrue and unjust to his brother, for according to his own statement, his recommendation was, that his son would suit me better than his brother, which according to the opinion he is proved to have had of his son, was only that his brother was less suitable than a person who was utterly unsuitable, whereas, it is known in the community, that his brother is a reputable and competent man of business.

FALSEHOOD No. 29.—Brown says it is in proof that I agreed to pay D. Brown's tax on store for 1850. This is false, and I will here remark that it is most wonderful, that Mr. Brown should withhold this tax of \$24 from me, when the store was listed by Dwight and he sold books for his own benefit from 1st of January to the 1st of March, yet he having proved by Dwight that I agreed to pay it, and his refutation on page 14 and 17, being also false, and proved only by D. Brown. I will now proceed to prove that D. Brown is unworthy of credit.

I charge J. H. Brown with sacrificing his only son as a scape-goat to cover up his frauds! The sign of the house was Dwight Brown; but if D. Brown was interested he could not be a witness for him. Now, to escape himself, he takes the ground that Dwight, his son, had no interest in the store, and then throws all errors upon him, and compels him to swear him out, through all difficulties. Now, it often happens, that there are what are called sleeping partners—men interested in houses when their names do not appear—but never till now was such a thing known as a man's name being singly at the head of a house for years, who had no interest of a pecuniary character whatever in it! Now, if it were true that

D. Brown had no interest in the house, it was a fraud which the Rev. gentleman willfully aided and abetted his son in perpetrating upon the community pecuniarily and socially. It enabled D. Brown to get credit upon a false basis of property owned. Whilst in a community where property gives social position, here as every where, it was a fraud upon society, male and FEMALE! But should it turn out that D. Brown had an interest, which he is now compelled to deny—an only son to save the reputation of the father! however much every generous mind would be inclined to cast the mantle of charity on him over a vice which leaned to virtue's side, so much the more should a father who would thus sacrifice a son, meet the hot indignation of every honest man, who feels for outraged virtue, and his own in another's wrong! *Proof:* I reiterate, that the sign of the house was Dwight Brown from the time the house passed into the hands of Brown, to the time I took possession! D. C. Wickliffe, editor of the Observer and Reporter, testifies that he advertised for Marshall, and that when D. Brown came into possession, he came to Wickliffe and made a similar contract to the one made with Marshall, and that he advertised about two years in Brown's name for which D. Brown paid him! A. T. Skillman testifies that John H. Brown told him that he bought the store for Dwight Brown. A. T. Skillman, H. Bell, M. T. Scott, J. Weir and W. A. Leavy assert that they never knew a man doing business in his own name to the amount of near \$15,000 annually, without being interested one cent! (See record.) Again, Dwight Brown listed the book store for all the time he did business, for taxation in his own name! And lastly, he himself told Clay Smith and Alex. Cox, that he, D. Brown, owned the store! (See record.) Stronger proof is not possible in the nature of testimony, oral or circumstantial, than is here accumulated, that D. Brown was owner, in whole or in part, of the book store! Now, that all this is done to make a scape-goat of Dwight Brown and free J. H. Brown from the moral and pecuniary penalties of his fraud, is strengthened by the fact that said D. Brown is the only material witness that John H. Brown ventured to introduce, who seemed ready to answer all purposes. In his written statement, John H. Brown denies that he recommended his son to me to do business, and then when I introduce Skillman to prove that D. Brown did business in his own name, the same John H. Brown propounded the following questions to Mr. Skillman.

Question.—In all your conversations with me in reference to Dwight Brown, have you not uniformly heard me say that if D. Brown should prove to be steady in his habits and acquire business qualifications it was my intention to give him an interest in the book store?

Answer.—I have no recollection of ever conversing with you upon that subject; it is probable, however, there might have been such a conversation, as I had the idea in my mind that Dwight some future day was to have an interest in the book store.

Question 2d.—Have you not often heard me complain of D. Brown's carelessness in business, and express my doubts whether he would ever become a business man?

Answer.—I have frequently heard you complain of him and reprove him and express doubts of his ever becoming a business man.

Again, when John H. Brown is pressed upon there being so many errors against me, Dwight testifies that he alone is responsible for them. When D. Brown's attention is called to almanacs charged to me at \$2,25 per 100,

and they proven to have cost \$2, Dwight explains that he did not look at the bill. When he is shown 10 Martin Collonies charged to me at 55 cents, per volume, he reduced them to 50 cents, saying that was the true cost. The bill was produced showing that they cost 37½ cents. D. Brown again explained that he did not look at the bill. When he is shown Executive Documents charged me at \$40, he reduced them to \$20, saying that was the true cost—when the clerk's certificate was produced and showed that they cost \$12,40, D. Brown complained that I had the certificate when he changed the charge from \$40 to \$20, and did not let him know it. (See record.) When errors accumulate, and proof is made that they are against the shewing of the original cost, they are assumed as his, by the son; but when the father is pressed hard before the lodge, he accuses the son of "not having an educated conscience!" this is too bad for farther pressing!

What I have now said of Dwight Brown has been with extreme reluctance. In my former pamphlet I studiously avoided assailing him. The pamphlet of Mr. Brown has rendered it indispensable for me to point out distinctly the nature of the business relations between him and his son Dwight, and the nature and value of Dwight's testimony. It has appeared to me one of the most extraordinary and one of the most *unfeeling* portions of Mr. Brown's conduct, that he should unhesitatingly attempt to sacrifice his only child, for the purpose of screening himself. However great the condemnation which Dwight Brown deserves, the public cannot fail to see that his father was not the proper person to immolate him, and that the young man may plead in extenuation of his conduct, his bad training and hereditary tendency to vice.

On page 19 he begs leave to decline Goodloe's gambling proposition. I offer him \$500 to be honest, but he declines, and calls it gambling. His declension of course is an acknowledgment that he now owes me more than \$500, yet the "purity of his conscience" forbids him to restore it.

On page 18 Brown denies that the certificate of character from the arbitrators was fraudulently published. I assert on the authority of, and refer to Hunt and Bell, that it was.

On page 20 his whole denial of my assertions, that he pledged himself to pay my account, is refuted by his own equivocal admissions. (For proof see app.) Again, on the same page, Brown says, in the Encampment, the vote on whether or not I was guilty of slandering him, was a tie vote, and asks, will Goodloe deny it? Yes I deny it, and affirm that he states a falsehood knowingly. (See app.)

With regard to Brown's charge against me, a few words will suffice. On page 17, Brown says that I accused him of a suppression of papers and that I alluded to M. B. Morrison's deposition, which deposition had been handed to Dr. Ayres, and he was unable to get; and that *that* deposition involved facts connected with a business transaction of mine, of such turpitude as is rarely developed, &c., &c. Now, this statement of Mr. Brown, he knows is false; for the deposition of M. B. Morrison, explanatory of a consignment of goods, was handed to the chairman of the committee, and not being legal testimony, was rejected by them, and retained by Dr. Ayres. The deposition, being misplaced, was never found by Dr. Ayres, till since the publication of Brown's pamphlet, when it was immediately handed to Mr. Morrison, who handed it to me, and I have sent it to Mr. Brown. Now, I challenge and defy Mr. Brown to publish that document. Now here is a base calumny—base in its conception, and its mode of utter-

ance still more infamous. The paper upon which it is based, was supposed by its holder, and no doubt Mr. Brown, to be lost. So that by mere good fortune I am saved from his poisonous arrows. If any thing could be added to the infamy of the parson, this would swell the burthen of his woes.

In my first pamphlet, I refrained avowedly from travelling out of the case at issue, to attack Mr. Brown's general character, as there is, I confess but little added to the general morality by the exposure of private character; and I was aware of the responsibility which rests upon one who takes the initiative, in such warfare. If I now shall violate the rule which society prescribes, and my own sense of propriety in the first instance dictated, the odium must rest upon *John H. Brown who has ventured to throw the first stone.*

I owe it to myself, and to truth, to state that within the period which has elapsed since I fell into the hands of Mr. B., which is now nearly three years, I have had occasion to know a vast deal more about his character and past life, than I knew before; and that if I had known as much three years ago as I know now, so far from reposing in him the confidence which I then did, I should have declined having any business transaction with him.

No. 1.—That Mr. Brown is in the habit of taking advantage of the weak, is illustrated by a case of cheating on a small scale, which can only be accounted for upon the principle, suggested by a friend, that J. H. Brown had as great a propensity for gouging in a trade, as Bishop Onderdonk had for laying hands upon the women, and I am not at all sure that this is the only point of resemblance. John H. Brown purchased wood of a slave of Samuel Stone, Esq. The contract was, that the wood was to be corded on Brown's lot by the slave at fixed price. When the slave commenced hauling, Brown commenced burning. When the hauling was completed, it was not convenient for Mr. Brown to commence cording and measuring, but very convenient to continue burning. This game was played for several weeks, against the remonstrance of the slave. The burning still continued till the slave appealed to Dr. H. S. Venable, an elder in the Parson's church. Dr. Venable went with the slave to Mr. Brown's, reprimanded the man of "pure intentions," and ordered the slave to cord the wood. The slave in doing so, made as many open spaces in the cords as possible, as some compensation for Brown's burning. Brown remonstrated, but Venable still stood by, maintained it was right, and saw the wood measured and paid for. When Brown paid the slave the money, he said, "You t-h-u-n of a b-i-t-c-h, if I ever catch you on my lot again, I will hit you a thousand." Whereupon the slave very submissively replied, "No danger, sir, *I never visit any but gentlemen,*" and closed the gate.

No. 2d.—Another instance with "pure intentions." Mr. Brown having built a large house in Richmond, contracted with a free negro, his own Sexton, to furnish materials and paint it for a given price.—The negro labored faithfully, and when done, found the paint furnished, cost a fraction more than he agreed to paint the house for, yet Mr. Brown held him strictly to the contract.

Again. Mr. Brown contracted with a plasterer to do a certain amount of plastering, for a given sum—this was in the way of repairing, and about three times the amount contracted for. fell and was put on, still no extra charge was made, yet Mr. Brown disputed the account, and would not pay it till threatened with a law suit. That gentleman certifies that Mr. Brown will take the advantage of any man in a contract.

No. 4th.—When Brown left Richmond, he sold Mr. ——— the residence of the late Dr. Venable. Brown represented the lot to contain two and seven eighths acres. When the purchaser came to examine Mr. Brown's deed to the land, of recent date, he found it to contain only two and three eighths acres. Upon being reproached with misrepresentation, he took refuge under the plea of an "innocent mistake," but took care to pay back no part of the purchase money.

No. 5th.—This gentleman, being sick in bed, engaged to purchase, in connection with the place, Brown's coal and wood then on hand, but on the condition that two of the neighbors should appraise the articles without the presence of either himself, or Mr. Brown. Notwithstanding this agreement, Mr. Brown found it convenient to be present at the appraisal in positive violation of his promise and contract.

No. 6th.—"*Integrity of Character.*"—Brown prevailed upon Colonel C. W. White to agree to unite with him as security for Caleb Buckanan in a note for a loan of money. Buckanan applied to O. W. Walker for the money upon the proposed security. Walker told him he could have it. Soon after Buckanan left the store, the Parson entered, and asked what Buckanan had said. Walker repeated—Brown responded that it was true that he had agreed to go on the note as security, but he was a preacher, and it did not suit his "calling" to be involved in *the affairs of the world*, and begged Mr. Walker to say to Buckanan on his return, that he had not the money. Walker told Brown, "but, sir, I have the money, and promised Mr. Buckanan to let him have it, and if you want a damned lie told, you must tell it yourself." Brown made no reply but walked off quietly. Of course he had only made an "innocent mistake."

No. 7th.—The loan, however, was perfected out of the funds of Mrs. T. A. Clarke, a member of Brown's church. Buckanan drew up the note signed by himself, procured White's signature and carried it to the agent of Mrs. Clarke, but the agent refused to loan upon it because White had signed upon the condition that Brown was to sign also. Brown went to the agent and importuned him to let Buckanan have the money on the note as it was; but the agent still refused. He then applied to Mrs. Clarke and induced her, an unsuspecting and confiding member of his church, without letting her know of White's condition of signing, to order the agent to pay over the money. When the note fell due, White was sued upon it, and avowed his determination to defend the suit and expose Brown. The suit was withdrawn, and settled in such a manner as Mr. Brown can best explain. No doubt, however, he acted with "the purest intentions of a minister of the Gospel."

8th.—Again, when Mr. Brown purchased Jas. Weir's farm, Brown contended that he was entitled to some rails purchased of the railroad company; he also had a misunderstanding with Weir about the cutting of cord wood, in both of which transactions, Weir told me Brown acted badly. Again, at Mr. Weir's sale, Mr. Brown purchased a lot of corn in the shock, but refused to execute his note for it, notwithstanding others, who bought of the same lot of corn, promptly settled. Mr. Weir complained of Mr. Brown as having behaved very unfairly in all these transactions, and so much were his feelings injured by Brown's conduct, that he absented himself on the communion season, which was near at hand, and went to another church, whereupon, Mr. Brown unwilling to lose one of his elders, immediately settled it.

No. 9th.—A few years ago, a gentleman by the name of Ash, a minister of the gospel, was induced to remove from one of the neighboring counties, where he was doing very well in his profession as a teacher, and take off the hands of Mr. Brown an unprofitable school he was conducting in this town. By the representations of Mr. Brown, Mr. Ash was induced to pay him a high price for the furniture, fixtures, lease and good will of the school, &c., &c., *of course the man was ruined*, all the representations proving to be untrue, and every thing he bought, when sold again, paying but a small part what he agreed to give for them. Mr. Brown passed him through two operations, buying him and selling him, and it is needless to add in what condition he left him.

No. 10th.—While we are upon preachers, I will give another case. About the time Brown was working up Ash, he was a speculator in the stock of the Lexington Insurance Company. For a certain number of shares, say ten, Brown had given about thirty-five dollars each. These shares he sold just before the company broke, to the Rev. Mr. Firman for \$100 each, but soon after this transaction, the company made a total bankruptcy, and Mr. Firman lost every farthing he had paid to Brown, who, in a brief space, by the help of a brother minister, had converted \$350 into a \$1,000. What passed between Brown and Firman preliminary to the contract, and what has occurred since the failure of the company, I have no authority from Firman to state. But I have good reason to believe that Firman made this purchase upon the strong representations made by Brown, and that the whole loss has been thrown upon him.

No. 10th.—These transactions of which we have been speaking are of some magnitude, but Brown does not despise *even* the smallest gains when *acquired in an honest way*.

No doubt he can therefore give a satisfactory account of the manner in which he made \$10, in a fast and loose purchase of bull calf, with Mr. James Waller and H. Gratz; and also of the manner in which he forced Barton Potter, of Clay county, to pay him such a price for a horse, under *very* peculiar circumstances, concerning which Col. White, of Richmond, is reported to have said he would hear him preach again when he (B.) should restore to Potter the fifty dollars out of which he had cheated him.

All that I have now said related to pecuniary transactions alone.

12th. Mrs. Price, the widow of the Rev. Jacob F. Price—for whom Mr. Brown professed great friendship during his life—commenced a boarding school at Pisgah, in order to support herself and little children. She applied to B., as a friend, to procure for her the services of Mrs. Gay, a lady of high reputation as a teacher. Mr. Brown readily undertook the friendly office, and so conducted the negotiation as to secure the services of Mrs. Gay, for a rival school which he *himself* had established in Lexington; leaving the widow and orphan children of his friend to admire his fidelity. Refer to Mrs. Price and J. S. Berryman.

13th. Mr. B. is not accused of stealing my books, but he is accused of vending *dead men's sermons* at Paris and Harrodsburg, and other places; and such is his reputation in this respect that, considering my own improvement in literature since I commenced the book business, if Mr. Brown will furnish me with any number of his manuscript sermons, which any good judge will say are fair specimens of good preaching, I will undertake to show that a greater number of them are plagiarized, than he can prove he was days in Lexington, when the cholera was raging among his people in

1849, and he, as report says, was rolling ten pins and drinking mint julips and pitching quates at the Estill Springs.

14th. *Of Plagiarism.*—About four years ago, Mr. B. published, as original, a small volume for the use of his congregation, containing a church covenant, a short creed, prayers, &c., &c. This volume proved to be entirely plagiarized from one that had been published some years before for the church in Louisville, then under the care of Mr. Sawtell. The subject of the use of such church manuals came before the Synod of Kentucky—Mr. B. knowing that this subject in general, and his volume in particular, would be discussed and settled in the Synod, which would meet at Danville in 1849, found it convenient to be absent from that body, which pronounced against all such manuals in general, and Mr. Brown's among the rest. At the following Synod, Mr. Brown being called to account for his absence from the Synod at Danville, excused himself by saying that the state of his health did not allow him to attend. In point of fact, when he was too sick to go to Danville to defend his little book, he was well enough to go, and did actually go, to Cincinnati to purchase some of the very books which, within a few weeks thereafter, he sold to me on such fair and honorable terms.

15th. It is known to all the Presbyterians in Kentucky that, during the difficulties in that church some years ago, Mr. B. was a violent and noisy member of what is called the New School party. After the division of the church, and when it appeared that the party to which Mr. B. belonged was in the minority in Kentucky, he still urged those who were supposed to sympathize with him, to adhere to their principles at all hazards. But suddenly *he acquired new light*. At the very edge of the precipice he slipped the halter, betrayed his friend, Dr. Styles, his father-in-law, Dr. Cleland, and others, whom he left to take the leap he urged upon them. A few years later, he turns up the Pastor of an Old School Church, with a fat salary, and on the highway to fortune as a dealer in books. At present, he stands indorsed by 35 male and 38 female members of the congregation, which he obtained under the circumstances stated above, and which he serves, as *they declare*, so entirely to their satisfaction.

These items which I have now given, are a few characteristic portions of the biography of this *eminent divine*. They constitute an interesting, but at the same time a very imperfect exhibition, of his life and character. I have only ventured to publish such transactions as would not outrage public decency, and I leave it to his own conscience, if it be not seared, to determine how many more and how much worse things it will be completely in my power to establish concerning him, whenever, in my own opinion, it will be necessary to my own vindication. On the present occasion, I have not designed to do anything more than to give him a gentle intimation of the danger which such men as he incur when they seek to cover up their injuries of others, by loose attempts at traducing them.

In conclusion, having attempted (though unsuccessful,) in various ways to settle this matter, a brief summary of the means used will not here be inappropriate. When I found myself defrauded, I first offered to leave the case to members of the church. This failing, I wished to leave it to impartial business men; but Mr. Brown was bold to declare that he would not have it settled without the advantage of law or without a lawyer. I proposed submitting the case to Presbytery, then sitting at Crittenden. Mr. Brown declining, I sent that body, when convened at Carrolton, a copy

of my Pamphlet; but Mr. Brown *there* declined making any defence. The arbitrators, after hearing testimony many days, at length made an award in an hour or two, thus omitting (as I have since discovered,) errors which J. H. Brown admitted. Their award was \$619 63, but should have been more.—My counsel, too, in the absence of proof, which I now possess, dissuaded me from a law suit; but they now pronounce my case stronger than they had supposed.

I am fully persuaded that I have been defrauded by Mr. B. to a very large amount, and that I can establish *this* in a court of law. If he has any sense of *right* remaining, and really believes that he has dealt with me fairly and honestly, he must be *desirous* of establishing that fact to the satisfaction of mankind. The verdict of a jury is the surest and the clearest decision of such a controversy as this. I pledge myself to Mr. B. and the public, that if he will release me from the obligation created by the written submission to the arbitrators, I will immediately institute legal proceedings against him, by means of which his character as a cheat, or an honest man, can be definitely settled; and my character as a man of truth, or a slanderer, can be put beyond dispute. If he fails, or refuses to accept this proposition, and prefers, instead of it, to shelter himself behind the legal advantages he has obtained, and under the credulous partiality of a few deluded friends, the public of course understand that *he* is fully aware that his conduct admits of no defence.

I have traded for more than twenty years in produce, stock, houses and lands, and dealt in merchandize; have been associated with all classes of men, but honor bids me make the avowal, that J. H. Brown has told me more falsehoods and fewer truths, than any man I have met; and I have by him been more badly overreached. Upon these expressions, a friend of mine remarked that he awarded me no sympathy. I asked him why. He replied, because you have knowingly placed yourself in his power, for God Almighty has written in his face what every man can read, "Beware of a Swindler."

There are few species of moral delinquency of which he is not suspected. A member of a christian church, by usury he violates the commandments—a slanderer, an oppressor of the poor, a plagiarist, a deceiver of widows, a shameless falsifier for gain, a perfidious friend, a fraudulent trader, a suppressor of other's papers, a holder of unbought goods, the assassin of the reputation of his own son in order to cover up his frauds, a defrauder in intent of innocent parties to any contract, and a defrauder in fact to mine. I will not charge him with many other violations of decency, because I would not shock the sensibilities of the public. Professing the christian religion, he is an unmasked hypocrite; and a preacher of the gospel, he has stripped the dead and given utterance to other men's sermons as his own. The prayers of his church have been formally and publicly proffered him; I recommend him to their most fervent supplications. If successful, I would rejoice for humanity's sake, for it would stand as a beacon of hope, that salvation is possible for the worst of men.

D. S. GOODLOE.



## STATEMENT OF JOHN H. BROWN.

In the fall of 1849, Mr. Goodloe called at my store and had some conversation with D. Brown in relation to the purchase of my bookstore. He requested my son, as he informed me, to ask me to call at his store and see him on the subject. Being in bad health and confined very much to my room I did not call to see him until he requested my son a second time to speak to me on the subject. When I *did* call, he stated to me in substance, what he says I stated to him, viz., "that he was tired of the dry goods business," etc.

Some of the conversation related by Mr. Goodloe *substantially* passed between us. I at no time told him I would reduce my stock "as low as he wished," nor even as low as \$4,000. I did tell him that the stock could probably be reduced to \$6,000 by the 1st of May. I did not tell him *this* could be done and the assortment kept up and the customers retained. On the contrary, I told him the effect of so reducing the stock as he desired, and in the obligation bound me to do, would be to leave the worst of the stock on hand, and urged him not to do it. He replied that he could fill it up at the spring trade sale, and the stock would be new. Mr. G. is also widely mistaken in reference to the second interview.

I never told Mr. G. that I had received a letter from Mr. Todd, of Frankfort. I did tell him that I had an interview with Mr. Todd; that he stated to me that he would like to engage in the book business in Lexington, assigning his reasons, which, I doubt not, Mr. Todd will recollect. I never stated to Mr. Goodloe or any one else, that I "was confident that I could trade with Todd, and that he (Goodloe) must give me an answer immediately." Nothing passed between Mr. Goodloe and myself in regard to the custom of dry goods merchants to value an agreed amount. But *one* proposition was named, viz., to sell him at cost and 7 per cent., as I had purchased of Mr. Marshall. I have no doubt I did state to Mr. Goodloe that in my opinion the stock, as a stock, was good. I never did say to him that it was better than Mr. Marshall's stock.

During the time the preliminaries were being settled, Mr. G. was often in the bookstore making inquiries concerning amount of sales, profits, etc. He had free access to all our account books. He was made acquainted with the average daily sales, also annual sales, and the profits on such sales.

We ultimately traded. The contract was drawn by myself, signed, and each took a copy.

Previous, however, to our trade, Mr. G. spoke of his want of knowledge of the book business; when I advised him to confer fully with Mr. Skillman before he went into it; which he did, and which was proved by Mr. Skillman before the arbitrators.

I did call to see Mr. G. in January, as he states in his declaration. I did not, however, tell him that the months of March and April were the best months in the year for the sale of books. I told him that our regular customers were leaving because we opened no new accounts in the year 1850, but sold mostly for cash; that he had bound me to reduce the stock as low as practicable, and the regular customers could not be retained, and it would be his interest to take possession at an earlier day than our agreement. I was willing to make a sacrifice for Mr. G.'s interest, and did so; for the premium he gave for possession the 1st of March was not one-tenth

of the regular profits for the same time. In fact the additional amount paid by Mr. Goodloe for possession 1st of March was no consideration with me in the contract. I had not required security. He then agreed to give me such security as I might wish; which with me was the main consideration, and which in connection with another fact, viz., that my friends feared Goodloe's failure, and that I would lose the debt, induced me to take the notes in the form I did, and not the reason Mr. Goodloe assigns. The invoice was not commenced, as Mr. G. states, on the 7th of March, but February 27th. The mode in which the invoice was taken has been in testimony, and other facts bearing on this subject will still be developed. Most of the invoice is in my writing, though I was not present half the time of the taking of the invoice. Much of it was written in my room, having been taken in small blank-books and sent to me to transfer to the invoice-book. The invoice was extended and added by myself, and done in great haste for the accommodation of Mr. Goodloe, and not doubting the existence of errors, I appended to the invoice an agreement providing for their correction. What Mr. Goodloe has stated in regard to the form and execution of the notes is substantially correct. The reasons assigned are his own, and not mine. The form of the notes Mr. Goodloe thought strange, but my reason will be shown in due time. Mr. Goodloe seems to convert every instance of kindness on my part into design to injure him. I did advise him to employ Dwight Brown rather than my brother Harvey. I stated that Dwight knew much more of the book business, although my brother was the best book-keeper. This I did at a sacrifice, for I wished my son to spend his time in settling up the concern, that he might be ready to go to the farm when I got possession. Mr. G. is mistaken again, when he says, "he knew I bought out Marshall by the advice of Mr. A. T. Skillman." Mr. S. never advised me to make the purchase, although I conferred with him previous to my trade with Marshall. I never stated to Mr. G. that my stock was either better or smaller than the stock bought of Marshall, but I did propose to sell on same terms I bought of Marshall.

Mr. Goodloe states that the invoice was in my hands every night from the time we commenced taking it until he executed his notes, and assigns this as a reason why he did not examine it. This is true, and will account for the invoice being in my writing, being most written at night in my room. Mr. G. further states that there are no mistakes in the invoice in his favor. The examination now in progress will show how far such declarations are reliable. Mr. G. states that (by advice) he had the stock valued by competent book men and that the valuation was \$4,137,33 less than the original invoice of Brown to Goodloe. As we progress with this examination it will be seen that Mr. Goodloe's competent book men valued the stock amounting to thousands of dollars which never was seen by the valuers, having been sold months previous to the valuation. That this same unseen stock they often reduced from twenty to fifty per cent., when it had been sold at profits of 100 per cent. months before. As we progress there will be various developments connected with this valuation.

Mr. Goodloe's statement of what transpired between him and myself, (on page 5 and 6,) in presence of A. T. Skillman, differs very much from my recollection, and also Mr. Skillman's, concerning which he has already testified. On page 6 Mr. G. represents me as unwilling to arbitrate the matters of difference between us; that he made various and strenuous and protracted efforts to induce me to arbitrate, but that all failed. So far

from the above being correct, the very reverse is the fact, as all the testimony will show. Mr. G. never made a proposition to me to arbitrate; all the propositions came from me, which he declined. He ultimately made a conditional written proposition, after declining all the unconditional ones I had previously made, and which he knew when he made it would be unacceptable for reasons previously assigned.

Mr. Goodloe's statement in reference to our agreement about the cost of arbitration, is not according to my recollection, and Mr. Skillman's evidence sustains me in my view of the agreement. Subsequently a different arrangement was made, and signed by Mr. G. and myself in regard to the costs. The statement on pages 8, 9 and 10, in reference to the correction of the invoice by D. Brown and himself, is a matter of which I have no personal knowledge. It will come up in the progress of the investigation when D. Brown will be allowed to speak for himself. Mr. Goodloe is again mistaken when he says I contended before the arbitrators that the executive documents cost \$20. I freely admitted that I did not know what they cost, but adduced the account books to show that they were valued into the bookstore by Marshall and Dean at \$20.

As testimony has been introduced to show D. Brown interested in the bookstore, notwithstanding his declaration to the contrary before the arbitrators, I here state that his testimony at that time was true. He never had any pecuniary interest in the bookstore, he being at the time a minor. At the close of page 12 Mr. G. says, "Every calculation and extension in the entire invoice of 103 pages was made by J. H. Brown, and between 170 to 200 errors, all against me, and in favor of John H. Brown." Whether this statement accords with the truth, will be seen when that matter comes to be examined.

I would further state that during the taking of the invoice of Brown to Goodloe all the invoices were on the counter for reference, and whenever any difficulty occurred about the cost of any article they were referred to to settle it. These invoices were all left in Mr. Goodloe's possession, and were in his hands for months, that he might have an opportunity of examining them, and pointing out any errors for correction, and yet he suffered almost, if not altogether, eight months to pass by before he intimated any dissatisfaction, and then not to me, or to my son, D. Brown, but to persons having no interest whatever in the matter. Mr. Goodloe has said much in regard to articles charged for which no invoice is produced. The facts are these, as will appear in the future investigation of this matter. I distinctly stated to Mr. Goodloe, before we commenced taking the invoice, that there would be doubtless many small articles for which no invoice could be found, and many others which would require much time, and cause much delay to find them, and I proposed to him to take the invoice from the cost mark in the books themselves. He inquired if we marked all articles at original cost, or did we add a certain and fixed per cent. to the cost, as some dry goods merchants were in the habit of doing? I assured him that we marked all articles at original cost. We then by agreement proceeded to take from the books and articles themselves, and the original invoices were never referred to except a book was unmarked, or the mark on an article so obliterated as to be illegible. This was a matter of positive agreement at the time, otherwise the invoice would have been taken by reference to the original invoices. From the mode in which Mr. Marshall's invoice (under which I purchased) was taken, it is impos-

sible to furnish an invoice of many articles which were charged to Mr. Goodloe according to the mark on the article at the time the invoice of Brown to Goodloe was made.

Mr. Marshall's invoice to me was taken as an account of stock, and not with a view to sale, and was taken twelve days, or thereabout, before I made a proposition to purchase. This fact will account for the mode in which it was taken, and for the impression of Mr. Goodloe that Mr. Marshall's stock was (in part) valued to me. It will also account for some discrepancies between my invoice to Goodloe, and Marshall's to me. When it is remembered that Mr. Marshall's invoice to me covers only 65 pages and mine to Goodloe covers 103 pages, the reason why no invoice can be produced will be apparent. Mr. Goodloe complains of the summary mode in which my invoice to him is taken. Mr. Marshall's to me is much more so. I also state that the grouping together of articles in my invoice to G., such as 20 books at 25, and extended \$5, was Mr. Goodloe's own proposition, and would not have been done but at his suggestion, and many such charges were arranged and classified by Mr. Goodloe and B. Johnson, as they could classify while the invoice was in progress. The small books were almost all classified and charged. This, B. Johnson has already testified, and further confirmatory evidence will be adduced. These charges in Mr. Goodloe's writing (see Brown's invoice to G. page 46) in regard to *music*, which placed among the articles contested by Brown in Goodloe's printed card, I will state the following facts. It was freely admitted to be an error. It was charged at 3 cents, when it ought to have been charged at 2 and 4 cents. None was charged at 4 cents, though our invoices as exhibited, show that all the eastern music purchased west cost 4 cents. This was all admitted before the arbitrators, and not contended.

The principle on which the arbitrators awarded to Mr. Goodloe the amount of reduction on music exhibited in his card I do not know, nor have I ever inquired; as to the pecuniary part of their award, was with me a minor consideration. Mr. Goodloe has said *much* in reference to the books from my library introduced into the store and charged in invoice of B. to G. For the satisfaction of the committee I would state that all such books were introduced into the bookstore eighteen months before my sale to Mr. Goodloe, and were valued at the time by Mr. Marshall and Dean at eastern prices, which the ledger shows, and which was proved before the arbitrators. These books having been purchased at different times and in different places, and some of them at auction, and many of them having been obtained, in exchange for debate with Campbell and Rice, (which I published,) I did not know what they cost; they were therefore put into stock at valuation. Such was the case with Executive Documents previously alluded to, a book which I purchased at auction several years previous, and had no recollection of the cost, and which, therefore, was valued as were many others. All the books and stock in the house were open to a full examination by Mr. Goodloe, and although I told him, as I no doubt did, that the *stock* was good, and no merchant would be inclined to think his stock bad, still it was his privilege to examine for himself. Every facility was afforded him for so doing; and he had the privilege of examining not only himself, but by any competent person, as to the value of the stock, before he purchased; and that he might be fully satisfied, I referred him to Mr. Skillman, who was known to be a competent judge in all matters per-

taining to the book business, as testified by Mr. Bodley before the arbitrators. Some of the worst stock in the house was invoiced by Mr. Goodloe, and in taking it down it all passed through his hands, and he made no complaint. A short time after Mr. Goodloe took possession of the bookstore, the stock was all moved from the former stand to the one now occupied by Mr. Goodloe. Mr. Goodloe and my brother, H. B. Brown, remained at the old stand and took books from the shelves, etc., and sent them by servants to the new store, where they were arranged on shelves by D. Brown and B. Johnson, clerks of Mr. Goodloe; consequently, in the removal, much of the stock must have passed through Mr. Goodloe's hands, and he made no complaint whatever of the salability of the same. This was after Mr. G. had been east and made one purchase, though the books purchased had not arrived. Mr. Goodloe thinks it strange that the business should have been done in the name of D. Brown, and still he have no pecuniary interest in the store; and notwithstanding D. Brown's sworn statement before the arbitrators, and my statement to the same purport, Mr. G. has labored in the progress of this case to prove them false. By way of explanation, I would state that the business was done in the name of D. Brown because I did not wish it done in mine: being a minister of the gospel, and believing my influence might thereby be affected; and for the additional reason that it was my purpose to establish D. Brown in the book business, when he attained a suitable age and the requisite qualifications, and therefore it would be an advantage to him to do business in his own name. Mr. Goodloe's entire course in all transactions connected with my sale to him, shows that he believed the bookstore to be *mine*, (see Goodloe's statement.) He sent for me to confer concerning the purchase of the bookstore. He traded with *me* and not with D. Brown. I drew the obligation, and it was signed by him and myself, and when invoice was completed, the notes were taken in my name, and Dwight Brown is not known in the whole transaction, except in the provision for correcting the invoice, and the reason assigned why his name and not mine is inserted, was that he (D. Brown) knew far more about the details than myself.

In conclusion, I would state that I sold the bookstore, not because I did not find it profitable, but because of my impaired health, and its interference with my main avocation and the discharge of my duties as pastor of the Second Presbyterian church in this city. These are the reasons which influenced me to make the sale, and which I assigned to Goodloe.

JOHN H. BROWN.

INFORMATION of gross moral delinquency having been given Webb Encampment against Sir Knight John H. Brown, at stated meeting of said Encampment, on the 1st day of July, 1851, a committee was appointed, according to Article 20th of the By-Laws; who reported the following charge to the stated meeting of said Encampment, on the 5th instant:

CHARGE 1st.—That Sir Knight Brown has been guilty of a violation of his Masonic vows and obligations. *Specification 1st*—In having entered into a contract with Sir Knight Goodloe, to sell him books at the original prices, as exhibited by the invoices, which he did not do, but in violation of his contract, sold them at prices much greater than the original invoices then in the possession of Sir Knight Brown, exhibited as the regular or

usual prices, thereby wrongfully obtaining from Sir Knight Goodloe a larger sum of money than was justly due to him.

CHARGE 2D.—Sir Knight Brown has been guilty of making false representations to Sir Knight Goodloe, in reference to the quality and salability of the books sold. *Specification 1st*—In having represented the books to be good and salable, when in fact many had to be sold at very reduced prices, and many could not be sold at all. *Specification 2d*—In having represented to Sir Knight Goodloe that he had bought books from Mr. Marshall at the original prices as exhibited by the invoices, and that Sir Knight Goodloe should have them at the same prices, when in truth the books bought by Sir Knight Brown from Mr. Marshall were valued to him, and by him sold to Sir Knight Goodloe, at prices very different from the original cost as set forth in the original invoices, thereby violating his contract and injuring greatly a worthy Sir Knight, in violation of his Masonic duties and obligations.

The committee to collect the testimony in relation to the above charges—  
Sir Knights W. S. Chipley, Jesse Bayles, H. F. Turner.

REV. JOHN H. BROWN:

*Dear Brother*,—It becomes my painful duty, as Recorder of Webb Encampment, No. 1, to send you a copy of the above charge, from which I do hope and pray that you may successfully and triumphantly vindicate yourself.

Yours, sincerely,

J. L. KEMP, Recorder.

At a regular meeting of Webb Encampment, No. 1, of Knights Templars and Appendant Order, A. L. 1852, January 6, A. D. 1852, the following resolutions were adopted:

- 1st. *Resolved*, That Sir Knight Rev. John H. Brown has fully exonerated himself in regard to the charge of fraud in the sale of his bookstore to Sir Knight Goodloe, and that his honor and veracity are fully sustained.
- 2d. *Resolved*, That this Encampment furnish Sir Knight Brown a copy of these resolutions; also the session of the church of which he is the pastor.
- 3d. *Resolved*, That these resolutions be spread upon the minutes of the Encampment.

In testimony whereof, I hereunto affix the seal of the Encampment, and subscribe my name as Recorder of the same.

J. L. KEMP, Recorder.

The above is a correct copy of the original in my hands.

W. A. LEAVY, Clerk of Session 2d Pres. Ch., Lex.

October 11th, 1852.

At the largest called meeting ever held of the congregation of the Second Presbyterian church, of which the Rev. John H. Brown is pastor, upon motion, M. T. Scott was appointed chairman, and R. Higgins secretary.

The object of the meeting was explained by Dr. J. R. Allen, who also offered the following preamble and resolutions :

*Whereas*, the character of our beloved and revered pastor, the Rev. John H. Brown, both as a minister of the gospel and as an upright man, growing out of transactions between him and D. S. Goodloe, Esq., has been assailed with great bitterness by the latter, and the charges made against him have been widely disseminated in the community ; and whereas all matters of controversy between said Goodloe and our said pastor were submitted by them to the arbitrament of F. K. Hunt, Henry Bell and Benj. Gratz, Esqs., men of the highest standing in our community, who, after spending several days in the thorough examination thereof, aided by counsel for both parties, and in the presence of two of the session of the church, pronounced in their award that they saw nothing which, in the slightest degree, should impair the integrity of our pastor ; and whereas, since the said arbitration, the said Goodloe has reiterated his charges in a pamphlet put in circulation, to which Mr. Brown has responded, and each of us has, with deep interest, to the extent of our opportunity, endeavored to form a just judgment of the matters whereof he has been accused : Now, after time for mature deliberation and reflection, in view of all the facts before us, under the solemn and united responsibilities that we owe to the community in which we live, to the church to which we belong, and to the Great Judge before whom we stand, we do here and before the world declare this as our unanimous resolve—That our confidence in the staid integrity and fair dealing of our beloved and revered pastor remains unshaken ; that we have seen nothing or know nothing connected with this whole transaction, inconsistent with the purest intention of a minister of the gospel ; nor is there, in our opinion, a single one of the numerous details of said transactions, on which any fair minded person, not influenced by personal ill will, would, after he had made himself fully acquainted with it, be willing to found an accusation of fraud or dishonest dealing. We do further resolve—That as christians, and as members of the Presbyterian church, we sympathize sincerely with our beloved and revered pastor in the fiery trial through which he has been called to pass. Resolved further—That as Christian men, having confidence in his Christian integrity, and putting a high value on his usefulness as a minister, we will, on all suitable occasions and in all proper ways, uphold and strengthen him against his enemies, and in our daily prayers beseech that he may be upheld and strengthened by that Power who holds the hearts of all men in his hands.

Upon the vote being taken, the foregoing preamble and resolutions were unanimously passed. Upon motion, Messrs. H. T. Duncan, R. Higgins and Dr. D. Bell were appointed a committee to wait upon Mr. Brown with a copy of the proceedings of this meeting, and that they be published in the city papers and Presbyterian Herald, and also inserted upon the book of records of this church, with the names of those in attendance. Upon motion, the meeting adjourned.

R. HIGGINS, *Secretary.*

M. T. SCOTT, *Chairman.*

We, the undersigned, members of the congregation of the Rev. J. H. Brown, hereby desire to express to him their regret that he should have deemed it proper to discontinue his regular pastoral duties, and request that, if consistent with his feelings, they shall be immediately resumed, assuring him of their continued affection and confidence. Lexington, September 13th, 1852.

R. Pindell, A. Pindell, M. T. Scott, E. T. Scott, M. C. Browning, Mrs. R. C. Browning, Mrs. E. D. Sayre, Will H. Rainey, Mrs. M. J. Rainey, Mrs. D. A. Sayre, Wm. Christie, Mrs. C. M. Davidson, Jennie Hull, J. T. Davidson, W. A. Leavy, A. Vanmeter, E. A. Vanmeter, Jacob Vanmeter, E. McD. Vanmeter, Jas. Vanmeter, Saul Vanmeter, Wm. Vanmeter, R. A. Hull, E. Hogan, Rebecca W. Redd, Isabella Hogan, John R. Allen, C. Van Giesen, Mrs. C. Van Giesen, Miss Ryerson, A. A. Morgan, Jos. B. Ceoper, Mrs. S. H. Cooper, Geo. B. Kinkead, E. Kinkead, Nancy McGee, Mrs. Whitney, Jas. H. Allen, H. T. Duncan, Eliza Duncan, E. D. Sayre, J. C. Vanmeter, B. Warfield, R. Higgins, Elizabeth Christian, W. K. Higgins, J. C. Butler, A. T. Skillman, A. Gilmore, Susette G. Orear, N. A. Gilmore, Thos. C. Orear, F. J. Weir, E. J. Weir, Fannie Weir, Ellen Robb, Emily Hale, Lucy Cunningham, Margaret Skillman, Lucy W. Scott, J. W. Scott, J. Weir, G. B. Hale, Mrs. Henry, Geo. W. Norton, Elizabeth Norton, S. M. Letcher, A. J. Barry, Mrs. Barry, D. Bell, G. Menifee, P. Joutt, C. Bell, B. H. Hall, A. H. Clark, F. Downes, Mrs. Stribling, Mrs. M. A. Wallace, Miss Atee, Cornelia Redd, Susan Webb, Mrs. Sarah Redd, E. R. Skillman, M. E. McFarland, Lucy Webb, Lucy C. Scott, Mrs. Mary Harwood, Mrs. Chas. Ford, Mrs. F. H. Vanmeter, Mrs. S. B. Scott, Mrs. L. A. Butler, W. T. Scott, M. Dudley, J. M. McKee, M. C. Wilson, R. M. Cunningham, Joe P. Cunningham, Parker Craig, M. E. Craig, Mrs. E. Atee, Mrs. D. L. Dudley, Mrs. D. Bruce, Miss Norton, Mrs. Cochran, Mr. Cochran, Mrs. Eliza B. Emmons, Virginia C. Norton, Jno. T. Lyle, Mrs. J. T. Lyle, C. McCaw, Sallie McCaw, Mary J. Kindall, Mrs. Ellen Letcher, Robert Innes, Catharine Innes, Wm. E. Bain, W. H. Brand, Thos. B. Munroe, Jr., J. R. Smith, Rich. A. Buckner, Jno. T. Hogan, Miss Susan Pleasants, Mrs. A. E. Stewart, John W. Patterson, Margaret L. Patterson, Isaac Cook, William Atwood, G. P. Ross, Sophia Ross, Mrs. S. S. Cochran, L. Blanton, C. R. Ross, Sallie Ross, E. R. Allen.

DR. BROWN:—

*Dear Sir,*—I have just taken your letter from the office, and reply at once. I returned yesterday evening from assisting Brother Strahan at a communion. I have no way of supplying my pulpit, and should therefore be repeating too soon a vacation in my church, to prevent a vacant sabbath in yours. I judge you would not think that right. I regret really that it is so, for I have not forgotten your kind and very valuable assistance of us in a time of need. Though without the hope of rendering an equivalent to your people, I would very cheerfully serve them as well as I might. I regret this the more as I have been once before compelled to excuse myself.

Very truly, yours,

J. G. KEMPER.



	Cost Brown.	B. chg'd G.	Difference.
A.			
10 Colonial Library,	\$3 75	\$5 50	\$1 75
4 Rough and Ready Annual,	3 00	4 00	1 00
1 Smith's Virginia, defective,		80	80
4 Cook's Own Book,	1 68	1 84	16
2 Small Books on Great Subjects,	2 55	3 60	1 05
3 vols. Bohn's Library,	2 55	3 00	45
7½ doz. Toy Bibles,	3 49	4 65	1 16
1 Barnes' Notes,	56	57	1
11 Bayard on the Constitution,	4 40	5 50	1 10
1 Rotinson's Researches,	4 00	5 00	1 00
11 Simpson's Euclid,	6 60	7 92	1 32
18 Davies' Series,	15 75	16 92	1 17
6 do. do.	5 25	5 52	27
1½ doz. Comstock's Philosophy,	9 00	10 08	33
2 Davies' Lights and Shades,	3 20	3 30	10
1 Harney's Algebra,	56	67	11
3 Economic Chess Board,	1 02	3 75	2 73
5 do. do.	68	1 36	68
11 Washing Memorandums,	16½	1 65	1 49
4 Screen Handles,	24	40	16
9 doz. Gum Tickets,	10 12½	14 67	4 55
22 " Cedar Pencils,	2 75	2 86	11
24 " do. do.,	3 60	4 80	1 20
400 Engrayings, (lot,)	3 50	8 50	5 00
16 Parchment Sheets,	5 60	9 60	4 00
8½ doz. Guitar Strings,	7 00	8 30	1 30
10¼ " Violin Bridges,	4 73	10 75	6 02
18 packs Detector Envelops,	1 17	1 26	09
1 Kent,	12 50	13 50	1 00
6 Bullion's Latin Reader,	3 36	3 90	54
3 Anthon's Cæsar,	3 15	3 75	60
4 Latin Lessons,	2 80	2 88	8
7 Note Books,	5 25	5 60	35
8 do. do.,	3 00	3 20	20
1 do. do.,	75	80	5
6 Check do.,	4 05	4 20	15
2 do. do.,	2 70	2 80	10
6 Washing Memorandums,	9	90	81
9 Follen's German Readers,	2 70	4 05	1 35
1 German Testament,	27	40	13
1 Z-nophon,	1 62	1 65	3
9 Anthon's Homer,	9 45	10 21	76
88 Campbell's Hymns,	24 86	27 28	2 42
32 Psalmists,	13 76	14 40	64
11 Wat's' Hymns,	88	99	11
1 Churchill on Females,	2 35	2 50	15
56 Arnold's Inks, (pints,)	7 00	9 52	2 52
26 David's and Black's,	4 33	4 42	9
241 Arnold's,	7 23	14 46	7 23

	Cost	Brown.	B. chg'd	G.	Difference.
1 Rayer on Skin,	9	60	9	63	3
1 Oxford Bible,	6	50	7	00	50
3 Fifes,		51		90	39
1 do.,		28		40	12
3 do.,	1	62	1	80	18
72 quires Blank-books,	9	00	9	36	36
2 doz. National Spellers,	3	00	3	30	30
4 Child's First Book,		24		32	8
11 $\frac{1}{2}$ doz. Cobb's Spellers,	1	42	2	25	83
2 " Town's do.		16		20	4
43 " Hazen's do.	4	95	6	02	1 07
1 " Speller and Definer,	1	60	1	72	12
3 " El'ty Spellers,	2	10	2	25	15
3 $\frac{7}{12}$ doz. Common School Primer,	2	51	2	58	7
2 $\frac{8}{12}$ " McGuffey's Second Reader,	4	27	4	48	21
2 $\frac{5}{12}$ " Goodrich's First do.	1	74	1	84	10
21 Davies' Arithmetic,	4	41	5	25	84
11 do. First Lessons,		99	1	43	44
39 do. Tables,	2	93	3	12	19
9 Robinson's Arithmetic,	1	62	2	25	63
27 do. do.	4	86	5	40	54
16 Carmina Sacra,	10	00	10	08	8
3 $\frac{2}{12}$ doz. Pike's Arithmetic,	8	30	8	36	6
1 $\frac{1}{3}$ " Colburn's do.	2	33	2	40	7
$\frac{1}{12}$ " Cobb's First Reader,		15		16	1
1 " do. Third do.	2	00	2	04	4
3 $\frac{2}{12}$ " Smith's Arithmetic,	7	90	7	98	8
2 $\frac{1}{3}$ Ray's First Arithm tic,	1	63	1	68	5
1 $\frac{1}{2}$ doz. Ray's Second do.	2	25	2	34	9
9 Dodd's Arithmetic,	2	54	2	70	16
152 School Records,	20	52	25	84	5 32
50 Testaments,	3	50	4	00	50
$\frac{3}{4}$ doz. Swift's Philosophy, First part,	1	31	1	35	4
$\frac{1}{4}$ " do. do. Second do.		69		75	6
$\frac{1}{12}$ Olney's Geography and Atlas,	4	33	4	48	15
5 Adams' do. (only 4 bought,)	1	80	2	25	45
15 sheets Silver border Note,		86		90	8
4 Blank Note-books,	3	00	3	20	20
54 do. do.	20	25	21	60	1 35
6 Check do.	4	05	4	20	15
10 do. do.	13	50	14	00	50
4 Fifes,		68	1	20	52
1 do.		54		60	6
400 Sunday School Primers,	4	00	16	00	12 00
1 gross Babcock's Toys,	2	12	2	50	38
6 Maps of Kentucky,	5	00	30	00	25 00
16 Christian System,	6	40	11	20	4 80
96 cards Steel Pens,	5	10	6	06	96
7 Washing Memorandums,		10	1	05	95
8 bottles Ink,		24		48	24
25 Robinson's Arithmetic,	4	50	6	25	1 75

	Cost	Brown.	B. chg'd	G.	Difference.
16 Upham's Mental Philosophy,	24	00	32	00	8 00
30 gallons Lard Oil,	13	80	18	00	4 20
1 Life of President Reed,	2	60	2	63	3
48 Dodge,	1	40	off	2 40	1 00
61 Ruschenbergers,	17	08	6	11	off
39 do.	10	92	4	88	6 10
1 Ancient Map,	4	00			
1 Map Seventeenth Century,	45		1	50	off
27 Old Magazines,	5	13			5 13
1 Copy Easts. Reports, (defective.)					2 50
Difference in extensions and additions,	31	00			
Allowed overcharge on Music,	130	00			
Overcharge on Almanacs,	106	62			
Do. on Harper's Bible,	4	00			
Do. on Cheap Publications,	30	00			
			301	62	
Seven per cent. on \$451 82,			31	63	
					333 25
2 copies Campbell & Rice, gilt,	1	50	3	00	
33 do. do. do., cloth,	1	00	33	00	
1 Golyer's Lectures, T. C. Dean,			1	00	
1 Rush on the Mind, do.			1	25	
1 Good's Book of Nature, do.			1	05	
1 Smiley's Philosophy, do.			40		
					39 70
1 Port's Visit to Greece, do.			50		
1 Kennet's Lectures, do.			50		
1 Library of Choice Reading, do.			1	50	
1 Art of Painting, do.			45		
1 Davies' Bourdon, do.			95		
1 Tacitus, do.			45		
1 Cicero de Oratore, do.			50		
1 Smart's Cicero, do.			45		
1 Elements of Criticism, do.			20		
1 Lacy's Moral Philosophy, do.			60		
1 Bailey's Algebra, do.			50		
1 Fable's Amusements, do.			45		
1 Townsley's Introduction, do.			20		
1 Hieroglyphic System, do.			20		
1 Geometry, do.			90		
1 White's Universal History, do.			40		
1 Ladies' Lexicon, do.			20		
1 The Lady's Book of Flowers, do.			30		
1 Revised Statutes of United States, do.			40		
2 vols. of Napoleon, do.	25		50		
1 Watts on the Mind, do.			22		
1 Hobly's Dictionary, do.			1	10	
1 Rosentine on Homœopathy, Dean,			23		
1 Hopkins' Notes, R. H. Crittenden,			45		
1 Fragments by Dr. Spring, presented to Mrs. Clarinda Brown,			25		

	Cost	Brown.	B. chg'd	G.	Difference.
1 Mitchell's Algebra, W. B. Brown,				67	
1 Colburn's Sequel, Hugh L. White,				42	
1 do. do., E. McClanahan,				42	
1 do. do., G. D. Shackelford,				42	
1 Goodrich's Fourth Reader, D. Scott,				30	
1 Harney's Algebra,				67	
<hr/>					
1 Teal on Neuralgia, Med. Lib. Lexington,			10		15 80
<hr/>					
1 Chapsell, W. H. Derby & Co.,			75		538 77
1 Davies Bourdon, Joshua F. Lawrence,			90		
1 Cicero Delphini, J. A. Merrick,			50		
1 Folsom's Lives, Vandyke,			45		
1 Sanders' Fourth Reader, E. I. Irvington,			38		
1 do. do., J. T. Shackelford,			38		
1 Buchanan on Mill Work, John Trimble,			2	50	
1 Hector Bossang, Charles S. Marshall,			3	00	
2 vols. Rees' Cyclopaedia, Transylvania Library, Lexington,	10			20	
1 lot Congressional Reports,			40	00	49 16
<hr/>					
			104	66	587 83
Seven per cent. carriage on \$104 66,					7 32
<hr/>					
					595 15
Six per cent. interest from September 1st, 1850, to June 7, 1851,					24 56
<hr/>					
Amount of damages assessed by the arbi- trators and paid by Brown to Goodloe,					\$619 71

## EXTENSIONS AND ADDITIONS.

List of errors against Goodloe: 22, 10, 05, 15, 10, 10, 02, 98, 14, 12, 1.00, 10.00, 70, 1.00, 02, 30, 30, 10, 22, 10, 10, 40, 1.20, 7.52, 40, 50, 6.36, 2.61, 60, 40, 20, 10, 8.00, 10 cents=\$53.95.

List of errors against Brown: 2.00, 20, 20, 40, 1.20, 19, 1.00, 2.80, 2.00, 3.80, 1.00, 1.00, 1.00, 10, 1.00, 05, 1.35, 50, 80 cents=\$21.29.

Amount of errors against Goodloe,	\$23.95
Less errors against Brown,	\$21.29
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Balance of errors against Goodloe,	\$32.66
B. Johnson's expenses,	5.00
Griswold's ditto, to be placed to Cr. Moore & Co., by me,	65.00
<hr/>	

\$102.66

		B.	
Page 1	2 Ornithology,	\$0 75	\$1 50
" 3	1 Webster's Dictionary,		6 00
" 5	2 Nuttall's Ornithology,	75	1 50
" 8	2 Land and Birds,	1 75	3 50
" 20	20 Constable's Miscellanies,	25	5 00
" 20	29 Questions,	10	2 90
" 20	4 do.	16	
" 20	3 Books Bor'd,	22	
" 20	6 do. do.	37	
" 20	16 do. do.	30	
" 20	1 Bloomfield's Greek Testament,	5 00	5 00
" 24	1 Walls' Infant Baptism,	8 00	8 00
" 27	17 Pinnock's School Series,		8 50
" 29	1 Harper's Bible, extra bound,		22 00
" 29	1 Paper Weight,		2 25
" 29	1 Silk Umbrella,		3 75
" 35	3 Medical Almanac,	43	1 29
" 36	5 Letter Scales,	63	3 15
" 36	2 Compasses,	75	1 50
" 36	1 Hair Brush,	60	60
" 36	3 Pruning Knives,	38	1 14
" 36	4 Erasing do.,	25	1 00
" 36	1 do. do.,	60	60
" 37	1 Tenpins, imperfect,		1 00
" 37	2 set Extra Dice Men,	37	74
" 37	1 do. do.		30
" 37	1 do. do.		60
" 37	1 pair Wood Dice Cups,		50
" 38	4 quires Journal Paper, $\frac{3}{8}$ ,		1 50
" 38	1 ream Double Size Account,		5 50
" 38	3 Pen Racks,	35	1 05
" 39	500 Large Wafers, lot,		2 50
" 39	3 Pomatum,	15	45
" 39	3 Tooth Powder,	25	75
" 39	2 do. do.	15	30
" 41	14 cakes India Ink,	25	3 50
" 41	8 do. do.	20	1 60
" 41	43 cakes do.	15	6 45
" 41	6 Ebony Handle Seals,	50	3 00
" 62	12 Bird's Philosophy,	1 00	12 00
" 63	2 Thread Holders,	75	1 50
" 65	5 Cigar Cases,	50	2 50
" 65	1 Paper Weight,		2 25
" 65	2 Diaries,	1 00	2 00
" 66	1 Smelling Bottle,		1 25
" 66	1 Letter Rack,		50
" 48	1 Juvenile Library,		5 00
" 48	1 Village Library,		3 00
" 48	1 Children's do.		2 50
" 48	1 Line Upon Line,		25

Page 48	2 Rise and Progress,	45	90
	1 Edwards on Affections,		35
	1 gross Brown's Catechism,		2 00
	1 Life in the Nursery,		1 50
	8 dozen Shorter Catechisms,	25	2 00
	43 Tracts Presbyterian Board,	10	4 30
	3 Sunday School Books,	16	48
	12 do. do.	12	1 44
	69 do. do.	9	6 21
" 67	1 Clarionet,		4 50
" 68	1 Poems of Sisters,		1 50
" 70	1 Writing Desk, (of G. W. Norton,)		12 50
" 71	1 Bunyan's Progress,		5 00
" 74	1 ream Unruled Letter,	lot, 1 25	1 25
	do. Post,	lot, 1 00	1 00
	do. Blue,	lot, 1 25	1 25
	do. do.	1 25	1 25
	do. French,	lot, 1 75	1 75
	do. White,	1 75	1 75
	do. do.	2 00	2 00
	do. do.	1 20	1 20
	do. English Post,	1 50	1 50
	do. Cap,	1 75	1 75
" 75	do. Letter,	1 10	1 10
	do. Cap,	1 25	1 25
	do. Commercial Post,	1 25	1 25
	do. do. do.	1 00	1 00
" 76	3 dozen Dutch Almanacs,	5	1 80
	40 sheets Bank Note Paper,	8	3 20
	10 Perpetual Almanacs,	10	1 00
	2 Engravings,	1 00	2 00
" 81	1850 Almanacs,	2 25	
" 83	2100 Note Envelops,	40	8 40
" 90	16 reams Printing Paper,	3 13	50 08
	4 do. do.	2 75	11 00
	6 do. do.	2 00	12 00
	4500 Almanacs,	2 00	90 00
" 91	1 Library,		40 00
" 94	87 Portraits Gen. Taylor,	9	7 83
" 97	32 Maris' Syntax,	38	12 16
" 100	16 Mammoth Cave,	20	3 20
	28 volumes British Poets,	20	8 60
" 101	23 Drawing Boards,	16	3 68
	39 Murray's Grammar,	20	7 80
	8350 Plain Notes, per hundred	35	29 51
	5 Arnold's Latin Lessons,	56	2 80
" 96	2 Bird's Philosophy,	80	1 60
" 49	1 Panorama of London,	1 75	1 75
	31 Maps Illinois, Georgia, Arkansas,	25	7 75
" 61	1/2 gross Bonnet Boards, white, lot,		3 25
" 66	1 Perspective Drawer,	8 00	8 00
	8 Silver Pencils,	35	2 80

Page 66	4 Silver Pencils,	35	1 40
	3 do. do.	1 25	3 75
	2 do. do.	1 00	2 00
	9 do. do.	1 25	11 25
	26 do. do.	30	7 80
	2 do. do.	75	1 50
" 68	3 Clarionetts,	6 00	18 00
	1 do.		12 00
" 84	17 dozen Envelops,	30	5 10
	20 sheets Embossed Paper,	9	1 80
" 85	3 1/2 quires Post,	25	88
	3 do.	23	69
	5 Flowered Note,	25	1 15
	24 dozen Fancy Envelops,	25	6 00
	5 packages Envelops,	30	1 50
	4 do. do.	22	88
" 93	1 lot, Nos. Napoleon,		12 50
" 94	1 " Books Bord,		3 00
	87 Portraits of Taylor,	9	7 83
" 95	1 lot Diaries,	1 70	1 70
	2 Diaries,	20	40
" 102	9 vols. Lord Chancellors,	1 40	12 60

Show that you have paid 7 per cent. carriage on the following bill of books, on commission :

	Geo. F. Cooledge,	25 00	
	Henry C. Bayard,	8 00	
	Barnard Ship,	24 80	
	Appleton & Co.,	25 60	
	— Morris,	32 80	
	Allen & Pollock,	19 20	
	J. F. Conover,	18 00	
	S. S. & W. Wood,	17 95	
	Thomas, Copperthwait & Co.,	40 00	
	Moss & Brothers,	25 00	
	Grigg & Elliott,	13 86	

Page 63	56 Novels,	15	\$8 40
	51 do.	17	8 67
	4 do.	40	1 60
	18 do.	38	6 84
	28 do.	14	3 92
	32 do.	25	
	25 do.	35	
	34 do.	09	
	168 do.	15	
	55 do.	16	
	17 do.	33	5 61
	16 do.	56	8 96
	116 do.	15	
	52 do.	04	
	49 do.	33	

Page 63	186 Novels,	15	
	57 do.	33	
	35 do.	27	
" 93	29 do.	10	
" 37	10 Violin Bows,	30	\$3 00
	12 do.	46	5 52
	1 do.		84
	2 do.	67	1 34
" 49	31 Maps, Illinois, Georgia, Arkansas, etc.,	52	7 75
" 73	15 Czerney's,	38	5 70

## C.

Pages 68 and 69.			
2 Poems of the Sisters,	\$1 50		\$3 00
1 Tennyson's Poems,			1 35
1 Bartlett's do.			1 35
1 Stories of Poets,			95
1 Tasso,			1 15
2 Chaucer,	1 00		2 00
2 Geraldine,	80		1 60
1 Knights of Malta,			80
2 Hocklega,	80		1 60
2 Lord's Poems,			82
1 Spanish Testament,			85
1 Voices of the Night,			85
2 Christmas,	75		1 50
1 Montague,			75
1 Forrester,			75
3 Loves of the Poets,	1 00		3 00
1 Father Ripa,			75
1 English Poets,			1 15
1 Lives of Early Writers,			1 15
1 Southey's Poems,			75
1 Bowles' do.			75
1 Spirit of the Age,			1 15
1 Dramatic Poets,			1 15
1 Sketches,			98
1 Knights of Malta,			95
1 Vicar of Wakefield,			50
3 Oracle of Poets,	95		1 84
1 Legends of Ireland,			1 15
1 Southey's Poems,			75
1 Imagination,			80
1 Forrester's,			75
1 Motherwell,			75
2 Lord's Poems,	82		1 64
1 Bowles' do.			75
1 Montague's Selections,			50



## D.

40 Whist Counters,	06	\$2 40
9 Emery Bags,	15	1 35
8 quires Note Paper,	14	1 12
40 do. do.	05	2 00
20 sheets Embossed Note,	09	1 80
19 do. do. do.	07	1 33
22 do. do. do.	03	66
14 packages Note Paper,	25	3 50
4 do. do. do.	19	76
5 quires do. do.	20	1 00
10 do. do. do.	10	1 00
10 do. do. do.	15	1 50
9 do. do. do.	25	2 25
6 do. do. do.	15	90
3 do. do. do.	15	45
2 Papeterie,	50	1 00
8 do.	38	3 04
1 do.		40
4 do.	33	1 32
5 do.	30	1 50
5 quires Silvered Sprig Note,	15	75
2½ do. do.	48	1 20
1 pack Envelops,		25
4 quires Note Paper,	19	76
4½ do. do. Silver,		90
17 dozen Envelops,	30	5 10
18 packs do.	20	3 60
5 quires Embossed Note,	19	95
4½ do. do.	14	63
5 do. do.	18	76
5 do. do.	25	1 25
6 do. do.	25	1 50
1 lot Envelops,		1 50
4 do. do.	20	80
12 packs do.	19	2 28
15 do. Mourning,	06	90

## E.

5 packs Fancy Cards,	20	\$1 00
8 do. Silver do.	50	1 50
5 do. do.	25	1 25
8 do. Silver do.	83	6 64
14 do. do. do.	40	5 60
10 do. do. do.	19	1 90
1 box No. 2,	5 25	5 25
34 packs Cards,	20	6 80
61 do. do.	10	6 10
36 do. do.	04	1 44
15 do. do.	10	1 50

36 packs Cards,	19	3 84
24 do. do.	09	2 16
60 do. do.	17	10 20
7 dozen packs Cards, printing,	1 00	7 00
2 do. do. do. do.	1 62	3 24
7 do. do. do. do.	1 25	8 75
27 do. do. do. do.	06	1 22
9 do. do. do. do.	10	90
18 do. do. do. do.	06	1 08
5 do. do. No. 6,	25	1 25

## F.

Please show the original bill for the following articles :

2 Inkstands,	30	\$ 60
13 do.	28	3 64
7 do.	60	4 20
31 do.	08	2 48
21 do.	12	2 52
5 do.	07	35
1 lot do. glass and tin,	2 00	2 00
5 do. wood,	15	75
6 do.	12	72
5 do. pocket,	18	90
51 do. glass,	19	9 69
10 do.	10	1 00
33 quires Blank-Books,	27 $\frac{3}{4}$	9 13
24 do. do.	18 $\frac{3}{4}$	4 48
8 do. do.	75	6 00
5 do. do.	33	1 65
4 do. do.	20	80
3 do. do.	25	75
20 do. do.	38	7 60
7 do. do.	75	5 25
184 do. do.	23	42 32
8 do. do.	20	1 60
5 do. do.	80	4 00
16 do. do.	25	4 00
7 do. do.	20	1 40
30 do. do.	16	4 80
16 small Inks,	3	48
28 six oz. do.	15	4 20
8 four oz. do.	13	1 04
9 two oz. do.	10	90
9 pints do.	22	1 98
3 bottles do.	6	48
1 dozen Printing Cards,	1 68	1 68
2 do. do.	2 04	4 08
1 do. do.	72	72

Appendix.

47

1 dozen Printing Cards,	\$1 08	\$1 08
1 do. do.	2 28	2 28
1 lot loose packs do.	4 50	4 50

G.

Explain—		
10 Violin Bows,	30	\$3 00
12 do.	46	5 52
1 do.		84
2 do.	69	1 38
1 do.		1 50
Page 46 1 Juvenile Library,		5 00
1 Village do.		3 00
1 Children's do.		2 50
2 Rise and Progress,	45	90
1 gross Brown's Catechisms,		2 00
1 Life in the Nursery,		1 50
8 doz. Shorter Catechisms,	25	2 00
43 Tract Primers,	10	4 30

H.

Brown charged Goodloe,		
Page 48 1 Juvenile Library,		\$5 00
1 Village do.		3 00
1 Children's do.		2 50
1 gross Brown's Catechisms,		2 00
1 Life in the Nursery,		1 50
8 doz. Shorter Catechisms,	25	2 00
43 Tracts Presbyterian Board,	10	4 30
3 S. School Books,	16	48
12 do.	12	1 44
69 do.	9	6 21

Brown bought of J. L. Wood, Cincinnati, October 10th, 1849,		
1 Juvenile Library,		5 00
1 Child's Cabinet,		2 50
1 Village do.		3 00
23 Library Books, half bound,	8	1 84
43 do.	9	3 89

The charge of 69 S. School Books are composed of the two of 23 at 8 cents, and 43 at 9 cents, making the charge of 69 S. School Books at 9 cents, \$6.31. Consequently the charge of 43 Tracts, Board, 10 cents, \$4.30, is an error; and of the charge 69 at 9 cents,—23 cost 8 cents, and 43 cost 9 cents, and these charges are subject to the further discount of 7½ per cent.

## I.

CINCINNATI, October 15th, 1851.

Sales for account of Messrs. H. W. Derby &amp; Co., (D. S. G.) books of

D. S. Goodloe, by C. S. Woodruff.			Brown charged per copy.
20 vols. Grimshaw's England,		\$2 60	
17 do. Questions,	1½	26	\$1 05
1 Esquival on Insanity,		85	
6 Collins' Midwifery,	12½	75	
4 Dick on Indigestion,	25	1 00	45
5 Kames' Elements,	25	1 25	66
3 Pinnock's History,	18	54	50
1 Lee's Midwifery,		90	1 42
1 Underwood on Children,		35	1 13
7 Worcester's History,	15	1 05	
8 Nunnally on Erysipelas,	30	2 40	
6 Beaumont's Experiments,	10	60	18
2 Niell on Arteries,	45	90	85
4 Hibberdan's Commentaries,	85	1 00	37
1 Hunter on the Blood,		80	1 37
2 Hunter on the Animal Economy,	55	1 10	60
1 Wilson on the Skin,	40	40	90
2 do.	32½	65	90
3 vols. Bay State Collection,	10	30	63
2 " Nuttall on Ornithology,	35	70	75
2 London Lancet, sheep,	40	80	45
9 do. cloth,	25	2 25	53½
3 Bigelow's Botany,	60	1 80	8 00
1 Cleaveland's Antiquities,		13	65
1 Young Ladies' Class-Book,		23	62
1 do. Anatomy,		1 00	2 40
1 Billard on Infants,		40	1 10
1 Brande's Dictionary,		55	1 00
7 National Glee Book,	10	70	
10 Handel and Haydn,	10	1 00	35
7 Russell's England,	15	1 05	30
4 Roget's Physiology,	50	2 00	1 00
1—2 vols. Gross's Path. Anatomy,	1 00	2 00	4 00
7 Paley's Philosophy,	21	1 47	21
9 Ludlow's Manual,	50	4 50	1 10
3 Vade Mecum,	25	75	
5 Porter's Analysis,	12½	63	
2—4 vols. Rankin's Popes,	50	2 00	2 75
8 Lecons de Literature,	50	4 00	1 50
4 do.	37½	1 50	1 50
2 Henderson and Forbes,	30	60	60
3 Burnet's Reformation,	32½	97	2 00
			48 70
Less commission,		3 90	
" catalogue,		1 25	4 15
			\$43 55

## K.

LIST OF BOOKS SOLD AT TRADE SALE.		
20 vols. Grimshaw's England,	30	\$6 00
17 " " Questions,	12½	2 12½
1 Esquinol on Insanity,	1 05	1 05
1 Collins' Midwifery,	45	2 70
4 Dick on Indigestion,	45	1 80
5 Kames' Elements,	66	3 30
3 Pinncock's History,	50	1 50
1 Lee's Midwifery,		1 42
1 Underwood on Children,		1 13
7 Worcester's History,	67	4 69
6 Beaumont's Experiments,	18	1 08
8 Nunnely on Erysipelas,	30	2 40
2 Neill on the Arteries,	80	1 70
4 Hebserden's Commentaries,	37	1 48
1 Hunter on Blood,		1 37
2 do. Animal Economy,	60	1 20
1 Wilson on Skin,		90
2 do.		1 80
3 vols. Bay State Collection,	63	1 89
2 Nuttall's Ornithology,	75	1 50
2 London Lancet, sheep,	45	90
9 do. cloth,	53½	4 80
1 Bigelow's Botany,		8 00
1 Cleaveland's Antiquities,		65
1 Young Ladies' Class-Book,		62
1 Curvellier's Anatomy,		2 40
1 Bollard on Infants,		1 10
1 Brandie's Dictionary,		1 00
7 National Glee Books,	40	2 80
10 Handel and Haydn,	35	3 50
7 Russell's England,	30	2 10
4 Roget's Physiology,	1 00	4 00
1—2 Gross' Path. Anatomy,	2 00	4 00
7 Paley's Philosophy,	21	1 47
9 Ludlow's Manual,	1 10	9 90
3 Vade Mecum,	60	1 80
5 Porter's Analysis,	30	1 50
2—4 vols. Rankin's Popes,	2 75	5 50
8 Lacon de Literature,	1 50	12 00
4 do.	1 50	6 00
2 Henderson and Forbes,	60	1 20
		<hr/>
		\$116 27½

## O.

List of articles taken in a small blank-book by Dwight Brown and copied in invoice by J. H. Brown.

14 Books,	\$3 75
29 do.	3 50
14 do.	1 75
3 Pruning Knives,	37
3 doz. Dice,	15
1 do.	62
½ Ream Bank Account,	1 75
½ Music Paper,	4 50
3 Bow Hair,	12
¾ doz. Paint Saucers,	62
¾ gross Pens,	45
5 Tooth Brushes,	10
4 do.	9
3 qrs. Note Paper,	20
22 sheets do.	2½
4½ Silver do.	19
1 pack Note Paper,	25
5 do.	19
6 bands Bordering,	13
12 do.	10
16 reams Printing Paper,	3 12½
6 Maps Kentucky, &c.	5 00
1 Webster's Dictionary,	87
2 odd volumes Rees' Encyclopedia, worth nothing,	18
12 Small Books,	22
11 do.	20
12 do.	50
7 do.	83
3 packs Silver Edge Visiting Cards,	50
500 Large Wafers,	50

List of articles copied into the invoice by J. H. Brown from small blank-books handed him by D. Brown.

		Difference.	
14 Small Books,	27	\$8 73	03
29 do.	13	3 77	27
14 do.	13	1 82	07
3 Pruning Knives,	38	1 14	03
3 doz. Dice,	18	54	09
1 do.	63	63	01
½ ream Bank, (lot)		1 75	87½
Music Paper, (lot)		4 50	2 25
3 Bow Hair,	13	39	03
8 Paint Saucers,	8	64	21
1½ gross Pens per gross	45	67	44
Loose Pens, (lot)			1 50
9 Tooth Brushes,	10	90	04
3 qrs. Note Paper,	21	63	03
22 sheets do.	3	66	11
4½ Silver do.	20	90	04
6 qrs. Note Paper,	25	1 50	30
6 bands Bordering,	15	90	12
12 do.	20	2 40	1 20
16 rms. Print. Paper,	3 13		80
6 Maps Kentucky,	5 00	30 00	25 00
1 Webster's Dict.,	1 87	1 87	1 00
2 vols. Rees' Encyclopedia,	20		20
11 Small Books,	18	1 98	
7 do.	22	1 54	
12 do.	18	2 16	
12 do.	50	6 00	1 20
8 pks. Sil. E. Vis. Cards,	83	6 64	4 15
500 Large Wafers,	50	2 50	2 00

## P.

A list of articles copied into small blank-book (in pencil) and handed to J. H. Brown by his son, Dwight, to copy into the invoice, but was not copied correctly, as will be seen by reference to statement below.

Dwight's pencil invoice.

16 Mammoth Cave,	
30 gallons Lard Oil,	
1 Circulating Library,	
5 Prayer-Books, lot,	6 00
6 Bibles, lot,	5 70
1 lot Life Napoleon, retail price	
25½ cents.	12 50
1 lot Paper, broken cases,	11 37

J. H. Brown's copy invoice.

16 Mammoth Cave,	20	3 20
30 gallons Lard Oil,	60	18 00
1 Circulating Library,		40 00
5 Prayer-Books,	1 20	6 00
6 Bibles,	95	5 70
1 lot Life Napoleon,		12 50
1 " Paper, broken cases,		11 37

Q.

A list of articles taken down in small blank-books by J. H. Brown, and copied by himself into the invoice.

500 Large Wafers,	50	500 Large Wafers,	50	\$2 50
1 lot Beads,	25	1 lot Beads,		25
1 " Crayons,	1 00	1 " Crayons,		1 00
350 Engravings,	2	350 Engravings,	2	7 00
50 "	2	50 "	3	1 50
16 sheets Parchment,	60	16 sheets Parchment,	60	9 60

Z.

ACCOUNT OF STOCK TAKEN FEBRUARY 27TH, 1850.

		Brown to Goodloe.		Griswold's val.	
Page 4	3 Irving's Works,	\$1 00	\$3 00	\$0 83	\$2 49
	3 do.	83	2 49	83	2 49
	4 do.	94	3 76	83	3 32
	1 do.	1 10	1 10	83	83
	1 do.	90	90	83	83
	1 do.	87	87	83	83
Page 6	1 Bible,	1 75	1 75	1 75	1 75
	1 do.	1 42	1 42	1 42	1 45
	1 do.	1 75	1 75	1 75	1 72
	1 do.	1 75	1 75	1 75	1 75
	1 do.	1 90	1 90	1 90	1 90
	1 do.	1 75	1 75	1 75	1 75
Page 18	5 small books,	34	1 70		
	8 do.	22	1 76		
	5 do.	14	70		
	11 do.	28	3 08		
	10 do.	35	3 50		
	38 do.	16	6 08		
	2 do.	10	20		
	20 do.	13	2 60		
	12 do.	23	2 76		
	27 do.	14	3 78		
	1 do.	55	55		
	8 do.	17	1 36		
	4 do.	10	40		
	4 do.	30	1 20		
	10 do.	17	1 70		
	21 do.	15	3 15		
	2 do.	13	26		
	11 do.	17	1 87		
	23 do.	25	5 75		
	10 do.	15	1 50		
	9 do.	11	99		

All these are put down at 12 1/2

		Brown to Goodloe		Griswold's val.	
Page 18	4 small books,	\$ 25	\$1 00		
	2 do.	07	14		
	14 do.	20	2 80		
	11 do.	07	77		
	9 do.	04	36		
	14 do.	07	08		
	23 do.	21	4 83		
	9 do.	10	90		
Page 19	22 do.	17	3 74		
	7 do.	20	1 40	12½	\$5 50
	15 do.	21	3 15		
	32 do.	20	6 40	12½	4 00
	14 do.	27	3 78	27	3 78
Page 20	29 do.	13	3 77	12½	3 63
	14 do.	13	1 82	12½	1 75
Page 27	14 Bibles,	1 92	26 88	1 75	24 50
	1 do.	1 75	1 75	1 75	1 75
	10 do.	65	6 50	65	6 50
	3 do.	70	2 10	70	2 10
	3 do.	35	1 05	35	1 05
	1 do.	1 00	1 00	1 00	1 00
	1 do.	2 50	2 50	2 50	2 50
	1 do.	1 00	1 00	1 00	1 00
	1 Psalms,	3 00	3 00	2 25	2 25
	2 do.	2 00	4 00	1 50	3 00
	10 Bibles & Psalms,	1 21	12 10	1 00	10 00
	1 Bible,	35	25	25	25
	20 Psalms & Hymns,	69	13 80	50	10 00
	2 Bibles,	67	1 34	67	1 34
	11 Psalms & Hymns,	67	7 37	67	7 37
	11 do.	88	1 76	63	1 26
	7 do.	1 13	7 91	87	6 09
Page 28	10 Testaments,	25	2 50		
	15 do.	15	2 25		
	20 do.	17	3 40		
	5 do.	30	1 50	15	10 05
	13 do.	16	2 08		
	4 do.	16	64		
			\$12 37		
Page 29	7 Testaments,	42	2 94	42	2 94
	1 Card Case,	2 50	2 50		1 50
	1 do.	2 75	2 75		2 00
	1 do.	87	87		50
	1 do.	87	87		50
	37 Canes,	39 30	39 30		26 20
	13 Inkstands,	28	3 64	28	3 64
	12 3 qr. Blank-Books,	63	6 36	63	7 56
	8 2 qr. do.	42	3 36	42	3 36
	5 " do.	50	2 50	42	2 10
	11 3 qr. do.	83	9 13	63	6 93

All these are put  
down at 12½ - \$40.87



Appendix.

		Brown to Goodloe.		Griswold's val
Page 29	3 3 qr. Blank-books,	\$ 56	\$4 48	\$ 63
Page 36	1 lot seals,	1 00	1 00	67
	1 " G.S.Penholders,	1 50	1 50	75
	1 " Note Paper,	75	75	75
	400 Note Envel's, lot,	1 00	1 00	50
Page 38	12 packs Print. Cards,	14	1 68	} 08 5 76
	12 " do.	17	2 04	
	12 " do.	06	72	
	12 " do.	17	2 04	
	12 " do.	09	1 08	
	1 lot loose packs,	4 50	4 50	4 50
	4 qrs. journal, lot,	1 50	1 50	4 50
	Music paper, lot,	4 50	4 50	4 50
Page 44	11 books,	28	3 08	20 2 20
	15 do.	20	3 00	20 3 00
	11 do.	23	2 53	20 2 20
	11 do.	33	3 63	20 2 20
	18 do.	17	3 06	10 1 80
	28 do.	13	3 64	10 2 80
	5 do.	16	80	10 50
	8 do.	10	80	10 80
Page 46	9 do.	20	1 80	20 1 80
	4 do.	30	1 20	20 80
	6 do.	25	1 50	20 1 20
	5 do.	35	1 75	20 1 00
	1 do.	50	50	20 20
	3 do.	28	84	20 60
	12 do.	16	1 90	10 1 20
	5 do.	10	50	10 50
	3 do.	09	27	10 30
	3 do.	13	39	10 30
	2 do.	08	16	10 20
	3 do.	17	51	10 30
	2 do.	10	20	10 20
	2 do.	22	44	15 30
	1 do.	24	24	15 15
	2 do.	15	30	15 30
	1 do.	33	33	15 15
	2 do.	10	20	15 30
	8 do.	15	1 20	15 1 20
Page 47	19 small books,	33	6 27	12 2 37
	30 do.	15	4 50	12 3 75
	23 do.	15	3 45	12 2 88
	4 do.	13	52	12 50
	9 do.	16	1 44	12 1 13
	4 do.	20	80	12 50
Page 48	9 small books,	30	2 70	13 1 17
	5 do.	15	75	13 65
	4 do.	28	1 12	13 52
	1 do.	29	29	13 13

These in Goodloe's handwrite.

These in G's hand-write.

		Brown to Goodloe.		Griswold's val.	
		\$	\$	\$	\$
Page 48	2 small books,	37	74	13	26
	6 do.	20	1 20	13	78
	11 do.	25	2 75	13	1 43
	3 do.	08	24	13	39
	2 do.	22	44	13	26
	6 do.	09	54	13	78
	2 do.	27	54	13	26
	2 do.	40	80	13	26
	2 do.	15	30	13	26
	1 books in lot,	80	80		75
	2 do.	10	20	10	20
	1 do.	75	75		75
	4 small books,	16	64	10	40
	4 do.	16	64	10	40
	3 do.	20	60	10	30
	3 do.	05	15	10	30
	4 do.	20	80	10	40
	16 do.	14	2 24	10	1 60
Page 56	50 Bibles,	22	11 00	22	11 00
	4 do.	57	2 28	46	1 84
	3 do.	70	2 10	70	2 10
	1 do.	37	37	31	31
	1 do.	75	75	60	60
	1 do.	57	67	67	67
	1 do.	35	35	35	35
	1 do.	57	57	46	46
	1 do.	25	25	25	25
	2 do.	70	1 40	70	1 40
	1 do.	70	70	70	70
	1 do.	1 00	1 00	1 00	1 00
	3 do.	57	1 71	46	1 38
	11 do.	35	3 85	35	3 85
Page 57	10 Medical Books,	2 12	21 20	2 12	21 20
These in Goodloe's hand write.	3 do. do.	2 34	7 02	2 34	7 02
	1 do. do.	2 10	2 10	2 10	2 10
Page 63	56 Novels,	15	8 40	12½	7 00
	51 do.	17	8 67	12½	6 38
	4 do.	40	1 60	30	1 20
	18 do.	38	6 84	30	5 40
	28 do.	14	3 90	12½	3 50
	4 do.	63	2 52	45	1 80
	1 do.	38	38	30	30
Page 75	1 lot Paper, Cap,	1 25	1 25		1 25
	1 do. do. Letter,	1 00	1 00		1 00
	1 do. do. blue and white,	1 50	1 50		1 00
	1 do. do. Bath Post,	50	50		50
	1 do. do. Cap,	60	60		50
	1 do. do. close ruled,	75	75		50
	1 do. do. do. do.,	40	40		40
	1 lot Pencils,	75	75		25
	1 do. Paper, box No. 1,	40	40		40

Appendix.

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		Brown to Goodloe.	Griswold's val.
Page 75	1 lot Paper, box No. 2,	75	75
	1 do. do. do. do. 3,	80	80
	1 do. do. do. do. 4,	2 00	1 00
Page 76	1 do. do. do. do. 5,	25	25
	1 do. do. do. do. 6,	2 50	2 00
	1 do. do. do. do. 7,	75	75
	1 do. do. do. do. 8,	1 25	1 25
	1 do. do. do. do. 9,	1 50	1 50
	1 do. do. do. do. 10,	1 40	1 00
	1 do. do. do. do. 11,	1 00	1 00
	1 do. do. do. do. 12,	1 00	1 00
	1 do. do. do. do. 13,	37	37
	1 box gilt Paper,	2 00	2 00
	1 lot bill Paper,	60	60
	1 box French Paper,	3 50	3 00
	Page 80	50 Testaments,	08
27 Bibles,		25	7 15
1 Bible,		57	57
1 do.		1 12	1 12
2 Testaments,		25	50
1 do.		42	42
Page 83	3 Razors,	62	1 86
	4 do.	69	2 76
	2 do.	30	60
	2 do.	37	74
	61 packs Cards,	10	6 10
	36 do. do.	4	1 44
	15 do. do.	10	1 50
	18 qrs. note Paper,	21	3 78
	3 do. do. do.	21	63
	5 do. do. do.	20	1 00
Page 84	10 do. do. do.	15	1 50
	10 do. do. do.	10	1 00
	10 do. do. do.	15	1 50
	17 do. do. do.	13	2 21
	9 do. do. do.	25	2 25
	6 do. do. do.	15	90
	6 do. do. do.	20	1 20
	3 do. do. do.	15	75
	9 packs Envelopes,	7	63
	5 qrs. E. Note Paper,	19	95
Page 85	4½ do. do. do.	14	63
	4 do. do. do.	19	76
	5 do. do. do.	25	1 25
	6 do. do. do.	25	1 50
	1 lot Envelopes,	1 50	1 50
	4 doz. do.	20	80
	12 packs do.	19	2 28
	15 do. Mourn'g do.	6	90
	3½ qrs. Post,	25	88
	3 do. do.	23	69

21 quires lot,

		Brown to Goodloe.	Griswold's val.
Page 85	8 qrs. English Note,	15 1 20	7 56
	5 do. Flowered,	23 1 15	12 60
	4 do. Plain,	15 60	7 28
	1 do. Gilt,	15 15	7 7
	24 doz. Fancy Env'ps.	25 6 00	13 3 12
	24 packs do.	10 2 40	5 1 20
	17 do. do.	10 1 70	5 85
	3 do. do.	30 90	15 45
	4 do. do.	22 88	11 44
	4 do. do.	15 60	7 28
	2 do. do.	30 60	15 30
	15 do. do.	6 90	3 45
Page 88	17 Novels,	25 4 25	12 2 04
	16 do.	35 4 00	13 2 08
	25 do.	35 8 75	17 4 25
	34 do.	9 3 06	5 1 70
	38 do.	15 5 70	7 2 66
	43 do.	15 6 45	8 3 44
	42 do.	15 16 30	7 2 94
	45 do.	15 6 75	8 3 60
	55 do.	6 3 30	3 1 65
	17 do.	33 5 61	16 2 72
	16 do.	56 8 96	28 4 48
	18 do.	15 2 70	7 1 26
	48 do.	15 7 20	8 3 84
	50 do.	15 7 50	7 3 50
	52 do.	4 2 08	2 1 04
	31 do.	33 10 23	16 4 96
	18 do.	33 5 94	17 3 06
	26 do.	15 3 90	7 1 82
	39 do.	15 5 85	8 3 12
	40 do.	15 6 00	7 2 80
	44 do.	15 6 60	8 3 52
	37 do.	15 5 50	7 2 59
	15 do.	33 4 95	16 2 40
	21 do.	33 6 93	17 3 57
	21 do.	33 6 93	16 3 36
	22 do.	27 6 04	13 2 86
	13 do.	27 3 51	14 1 72
Page 89	5 Bibles,	90 4 50	75 3 75
	3 do.	1 50 4 50	1 12½ 3 37
	2 do.	1 75 3 50	1 50 3 00
	2 do.	1 97 3 94	1 60 3 20
	2 do.	1 55 3 10	1 35 2 70
	7 do.	1 40 9 80	1 25 8 75
	1 do.	3 00 3 00	2 50 2 50
	1 lot Draw. Paper,	1 50 1 50	75 75
Page 90	36 packs Cards,	19 6 84	9 3 24
	24 do. do.	9 2 16	5 1 20
	60 do. do.	17 10 20	8 4 80
	17 doz. do. aver.	1 20 18 40	60 10 20

Appendix.

		Brown to Goodloe.		Griswold's val.
Page 90	45 qrs. Blank Books,	30	13 50	23 10 35
	13 do. do. do.	23	2 99	23 2 99
	184 qrs. full bound bl'k,	23	43 31	18 33 12
	8 Blank Books,	20	1 60	15 1 20
	5 Receipt do.	80	4 00	50 2 50
	16 do. do.	25	1 25	20 3 20
	7 do. do.	20	1 40	15 1 05
	30 do. do.	16	4 80	12½ 3 75
Page 91	Lot Paper,	11 37	11 37	6 50
	4 Testaments,	40	1 60	25 1 00
	6 small blank books,	1 00	1 00	50 50
	1 Byron,	1 00	1 00	1 00
	1 Pollok,	1 50	1 50	1 00
	5 Prayer-books,	1 20	6 00	1 00 5 00
Page 92	6 Bibles,	95	5 70	85 5 10
	1 lot Paper,	50	50	25
	2 Flutes,	1 00	2 00	60 1 20
	1 do.	75	75	50 50
	4 Fifes,	30	1 20	17 68
	1 do.		60	45 45
	15 Song Books,	5	75	3 45
	27 packs Cards,	6	1 62	3 81
	6 small Books, lot,		70	70
	6 Copy Books(large)	30	1 80	30 1 80
	4 do. do. do.	50	2 00	35 1 40
Page 94	32 C. and R. Debate,	1 00	32 00	50 16 00
	96 cards Steel Pens,	17	6 72	3 2 88
	1 lot book boards,		3 00	2 00
	87 Portraits of Taylor,	9	7 83	2 1 74
	12 boxes Pens,	25	3 00	7 84
	Note Paper,	50	50	30
Page 95	1 lot Diaries,		1 70	nothing
	9 packets Cards,	10	90	5 45
	6 doz. Cedar Pencils,	20	1 20	15 90
	1 lot Sealing Wax,		75	11 50
	2 Daily Journals,	30	60	12½ 25
	24 cards Steel Pens,	10	2 40	5 1 20
	18 packs Cards,	6	1 08	3 54
	2 qrs. Lace Edge,	30	60	15 30
	1 lot Note Paper,		1 25	63
	2 Diaries,	20	40	nothing
	10 Inkstands,	10	1 00	10 1 00
	3 Sand Boxes,	9	27	7 21
	3 Wafer do.	17	51	17 51
	8 bottles Ink,	6	48	3 24
	6 bottle Inkstands,	10	60	10 60
	250 Quills, lot,	75	75	50
	60 Toy Books,	6	3 60	3 1 80
	12 cards Pens,	8	96	5 60
	6 Memorandums,	20	1 20	14 84
	59 do.	20	11 80	14 8 26

		Brown to Goodloe.		Griswold's val.	
Page 95	36 Memorandums,	16	5 76	14	5 04
	6 do.	15	90	14	84
	6 do.	20	1 20	14	84
	12 do.	11	1 32	14	1 68
	6 do.	30	1 80	14	84
	120 do.	2	2 40	2	2 40
Page 96	1 lot Paints,		1 00		50
	1 lot Pens, 12 boxes,		2 40	10	1 20
Page 97	15 small Books,	19	2 85		
	17 do. do.	18	3 16		
	14 do. do.	23	3 22		
	21 do. do.	16	3 36		
	12 do. do.	27	3 24		
	11 do. do.	24	2 64		
	12 do. do.	23	2 76	16	27 20
	11 do. do.	18	1 98		
	7 do. do.	22	1 54		
	12 do. do.	50	6 00		
	12 do. do.	18	2 16		
	14 do. do.	16	2 24		
	12 do. do.	18	2 16		
	16 Latin Grammars,	40	6 40	37½	6 00
Page 98	39 Song Books,	9	3 51	9	3 51
	11 do. do.	10	1 10	9	99
Page 100	5 Novels, lot,		60		40
	19 Small Books,	16	3 04	8	1 52
	33 do. assorted,	13	4 29	9	2 97
Page 101	16 do. Books,	16	2 56	8	1 28
	14 do. do.	10	1 40	5	70
	11 Books,	21	2 31	11	1 21
Page 102	13 Small Books,	20	2 60		
	17 do. do.	18	3 06		
	13 do. do.	16	2 08		
	12 do. do.	23	2 76		
	11 do. do.	24	2 64	18	21 60
	10 do. do.	18	1 80		
	12 do. do.	19	2 28		
	9 do. do.	32	2 88		
	8 do. do.	23	1 84		
	12 do. do.	50	6 00		

LEXINGTON, February 11th, 1848.

*W. H. Moore & Co.:*

Gentlemen,—Having recently purchased of Mr. Charles Marshall his bookstore for my son, who will hereafter conduct the business, I shall be obliged to you, at your early convenience, to forward me a catalogue of such books as you keep on hand, with the lowest cash prices appended.

Respectfully,  
JOHN H. BROWN,  
*per Thos. A. Dean.*

LEXINGTON, September 30th, 1848.

*Messrs. Derby & Co.:*

Allow me to introduce my son, Mr. D. Brown, who is engaged in the book business in this city. He may wish to make a permanent arrangement with you, by which he may order books in time to come.

For any such arrangement I will be responsible, (he not being of age.) We have seen your catalogue and conversed with your agent, and possibly an arrangement may be made by which a large portion of our books may be purchased of your house.

We have been purchasing rather largely of school-books of Smith. But if you and my son can agree, we will hereafter make our orders from your house.

He is young and inexperienced, and any attention or assistance rendered him will be thankfully received. I refer you to John B. Thorp, James Morgan, Rev. N. L. Rice, J. A. James & Brother.

Respectfully,  
JNO. H. BROWN.

LEXINGTON, KY., November 12, 1849.

*Mr. William H. Moore:*

Our sales have been good of late, and we can pay the bill I made with you in October, if you will make the proper discount. Please state what discount you will make, and if your proposition is acceptable I will remit the money forthwith. The bill will be due about the 10th of June, 1850. If you will send us a catalogue with your lowest prices affixed, we may make some large orders.

We will want several thousand dollars worth of books between this and the 1st of May, 1850. If you will make it our interest, we will order from you, for which we will allow you to draw on us the first of every month, beginning with January. We have made an arrangement by which we expect to sell a large number of books between this and the first of May; but we must sell low in order to effect it, and to do this we must purchase low.

Please reply without delay. Respectfully,  
J. H. BROWN.

LEXINGTON, KY., March 15th, 1848.

*My dear Mrs. Gay:*

I received a letter this morning from Mr. Charles Brent, near Paris, (a member of the Presbyterian church,) inquiring if I knew any young lady whom he could employ as a teacher in his family. He has three children, from six to twelve years of age. He wishes the ordinary branches to be taught, with music. I recommended Mary, and wrote to him that I would

address you on the subject. I also gave him your address, and he will probably write in reference to procuring Mary as a teacher in his family.

Allow me to say that Mr. Brent is a Christian gentleman; his family is one of the first in Bourbon county; and I would think it would be a most excellent place for Mary. The letter to Mrs. Price, inclosed in mine, was forwarded to her the same day it was received. She offers you, you say, only \$200, which you think is too small a salary for one who has been engaged in teaching as long as you have. In this I perfectly agree with you; but as an apology for Mrs. Price, it must be remembered that she is just commencing her school, and it may be small for the first season. You can doubtless do better in the way of salary. I have now in my hands two letters received only a few days since, wishing me to furnish them teachers, each of which offers a larger salary than Mrs. Price.

If Mrs. P. would offer you a salary that would justify you in accepting it, you will find all I said in my previous letters in reference to the pleasantness of the family and neighborhood to be true. She is a most estimable Christian lady, and a home in her family could not be otherwise than pleasant.

I would further say, if you should not engage with Mrs. Price, an opening may present itself in our school, as the trustees have expressed their dissatisfaction with Mr. and Mrs. Wright, and will no doubt make a change at the close of the present session. Your name has been mentioned in the board as a suitable person to succeed him.

May the Lord ever be with you, and guide you in the right way.

Yours fraternally,

JOHN H. BROWN.

*Rev. J. H. Brown:*

AT HOME, May 8th.

Dear Sir,—I received yesterday your kind letter, accompanied by your letter to Mrs. Gay, and one from myself to the same person. I love frankness and candor, especially among Christian people, and I am glad you have sent me those letters. Allow me at the outset to express to you my gratitude for the kindness and sympathy indicated by your letter. No one could possibly appreciate as I do the sympathy of Christian friends without having passed through the deep, deep overwhelming sorrow with which I had been exercised. You say you suppose my friends have made upon my mind the impression, that you had interfered and prevented my getting Mrs. Gay to assist me in my school, and allude to some particular warm but injudicious friend by whom you think the impression has been made. Mr. Berryman, I suppose, is the friend to whom you allude; if so, you are mistaken. It was the circumstances, much more than anything said by Mr. B., that made the impression. Having received from Mrs. Gay a letter stating that she would be much pleased to assist me in my school, but that the salary I offered would be inadequate to her support, and she could not teach for less salary than \$250 unless her daughter could be associated with her as music teacher, telling me also that she would start immediately for Marietta, and requesting me to write to her at that place; which I did, and told her I would give her \$250, and requested her to come immediately on, be here as near the first of April as she could. About the first of April, when I was looking every day for Mrs. Gay or a letter from her, my sister-in-law, Mrs. James Price, from Clark, in coming down to make me a visit, stopped in Lexington; when she came to my house, she inquired whether I had heard from Mrs. Gay? I told her I had not; but supposed



she had not had much more than time enough to write since she reached Marietta. Why, said she, they say in Lexington that she is coming to teach for Mr. Brown. She did not say, neither did I ask from whom she got the information—probably at W. S. Jackson's or Col. Anderson's, where she visited. I saw Mr. B. about this time, and mentioned to him what I had heard, without telling him from whom. When Mr. Berryman was at Presbytery he met with Mrs. Price, who told him the same she had told me. Just after Mr. B. returned from Presbytery I met him in Lexington, and asked him to inquire at the office for a letter for me; telling him at the same time, as I got no letter from Mrs. Gay, I feared there was some truth in what I had heard. Just at this time Mrs. Anderson came up. She asked if I had heard from Mrs. Gay? When I told her not, she remarked, I fear you will be disappointed in getting her; I heard from Mrs. Menifee that Mr. Brown's school would be revived, that he was going to take charge of it, and have Mrs. Gay to assist him. Mr. B. said, that he had heard the same in Clark; and feeling that I had the information from three different sources, I felt excited, and remarked to Mr. B., that I should go and see you before I left town and know if you had heard from Mrs. Gay and were expecting to get her, and should tell you if you were, that although I had half a dozen little children to take care of, as my school would be small, I would teach it myself till I could make some other arrangement, and I would withdraw my claims and decline in your favor. Mr. B. seeing, I suppose, that I was excited, said, Mr. Brown could not do such a thing, and you had better not go to see him, I am going round there and I will ask him whether he has heard from Mrs. Gay. I met Mr. B. again, a few hours afterwards; he told me he had seen you, and you said you had written to Miss Gay for Mr. Brent, but that you could not make a proposition to Mrs. Gay when you knew I wished her. When Miss Swindell was at your house, she says Mrs. Brown remarked, that she expected Mrs. Gay at your house, to stay till Monday, when she was going out to teach for me.

Mr. Gray, of Harrodsburg, spent a day at my house the week after my school commenced, and informed us that he had traveled with Mrs. Gay from Brownsville to Marietta, and that she was coming on to teach for me, and would probably be at my house the week after he was there. Information from these sources, and receiving no answer to my letter to Mrs. Gay, kept me several weeks in a state of anxiety and suspense. While I do not now at all regret that Mrs. Gay did not come, (my present arrangement suits me much better than to have had her,) I do, however, regret that this misunderstanding has taken place, and that your feelings have been wounded. The misunderstanding would never have occurred if you had made the same statement to me that you did in your letter to Mrs. Gay, viz., that your own school would probably, and two others certainly make her better propositions in the way of salary than I could do. I would never, for a moment, have desired Mrs. Gay's services for a smaller compensation than she could obtain in another situation.

If I have done you injustice, I know no amends which I can make but to ask your pardon, which I do most cheerfully and sincerely. You know little, little indeed, of my feelings, if you suppose I would desire to injure your standing, or that of any other of God's ministers.

Very respectfully, your friend,

M. R. PRICE.

“REV. JOHN H. BROWN:—

“I propose that the whole matter in contest between us, in reference to the purchase of Dwight Brown’s bookstore, by me from you, be referred to two business men, (not lawyers,) one to be chosen by you and one by me, and they to choose an umpire, and then for these three to hear the whole case, and do justice between the parties, and their decision to be binding. An answer in writing is requested. D. S. GOODLOE.”

LEXINGTON, January 23, 1851.

JOHN H. BROWN.

I accept.

Mr. Brown chooses Frank. K. Hunt; Col. Goodloe chooses Henry Bell, and if from any cause, either can not serve, the place to be filled by the party choosing another in his place, the books and papers to be deposited with the arbitrators, so that either party can have access to them. The time to be fixed to suit the parties, and the payment of expenses of arbitration to be settled by the arbitrators.

JOHN H. BROWN,

W. M. O. SMITH, *per Goodloe.*

D. S. GOODLOE.

#### A CARD.

Misunderstanding and difficulties having arisen between Rev. John H. Brown and David S. Goodloe, growing out of a sale of a bookstore, by the former to the latter, all matters in controversy between them were submitted to the undersigned, F. K. Hunt and Henry Bell, and their umpire, Ben. Gratz, for arbitration; and it affords them, and the undersigned counsel for said Brown, pleasure to state that having with diligence heard and examined the matters in controversy between the parties, we found nothing therein which could be construed to impair the integrity or good faith of Mr. Brown; nor after hearing the testimony did the counsel of Mr. Goodloe place the argument of the cause on any such ground. But it was argued and decided upon the existence of errors, for the correction of which provision was made in writing, at the time of the contract, and upon the legal construction of the contract itself.

Given under our hands, this 27th day of May, 1851.

F. K. HUNT,

HENRY BELL,

BENJ. GRATZ.

GEORGE B. KINKEAD, R. PINDELL, *Counsel for Mr. Brown.*

#### A CARD.

Misunderstanding and difficulties having arisen between Rev. John H. Brown and David S. Goodloe, growing out of a sale of a bookstore, by the former to the latter, all matters in controversy between them were submitted to F. K. Hunt and Henry Bell, and their umpire, Benj. Gratz, for arbitration. The following is the decision of said arbitrators:

The undersigned to whom was referred the arbitration of the matters in controversy between the Rev. John H. Brown and Col. D. S. Goodloe, having been first duly sworn, and having heard the witnesses, and other proof produced by the parties, and the arguments of counsel, do award and decide as follows:

1st. We are of opinion that nothing has appeared in the transactions, that

have been submitted to our investigation, at all affecting the integrity or good faith of either of the parties.

2d. We decide and award that the said Brown shall pay to the said Goodloe \$483.57, with legal interest thereon from the 1st day of Sept., 1850, till paid, in full discharge of all liability to said Goodloe, arising out of the matters submitted to us, except as to the matters hereinafter provided for.

3d. We decide and award that the sale to said Goodloe did not properly include either the books that had been purchased of Thomas Dean, the books that came from the private library of said Brown, the Congressional Library, or any second-hand books that were not either purchased for the bookstore, by said Brown, or exchanged for in the regular course of the business; in which case they are properly chargeable only at their actual cost, or at the actual cost of the books for which they were exchanged, as the case may be, with the seven per cent. added. We further decide that the sale to Goodloe included one copy of "Campbell & Rice's Debate," bound in muslin; and we award, that said Goodloe shall return to said Brown all the books herein decided not to be embraced in the sale, and thereupon, said Brown shall pay to him the invoice price of such books as he shall so return, with seven per cent. thereon, and legal interest upon the gross amount thereof, from the 1st day of September, 1850, till paid. We reserve the power to settle and decide any questions that may arise in the execution of this part of this award.

4th. We award that each party shall pay his own costs expended in this arbitration.

May 13, 1851.

The following are the items arbitrated and decided :

F. K. HUNT,

HENRY BELL.

	Cost to B.	B. ch. G.	Diff'nce.
8 large Maps of Kentucky.....	\$ 5 00	\$ 30 00	\$ 25 00
400 Sabbath School Primers.....	4 00	16 00	12 00
11 Washing Memorandums.....	16	1 65	1 49
16 sheets Parchment.....	5 60	9 60	4 00
10½ dozen Violin Bridges.....	4 75	10 75	6 02
6 Washing Memorandums.....	9	90	85
241 Arnold's Inks.....	7 23	16 66	7 23
46 do. Pints.....	7 00	9 52	2 52
152 School Records.....	20 52	25 86	5 32
16 Christian System.....	6 40	11 20	4 80
7 Washing Memorandums.....	10	1 05	95
16 Upham's Mental Philosophy.....	24 00	32 00	8 00
30 gallons Lard Oil, bought in Cincinnati.....	13 80	18 00	4 20
10 Colonial Library.....	3 75	5 50	1 75
4 Rough and Ready Annuals.....	3 00	4 00	1 00
5½ dozen Toy Bibles.....	3 49	4 65	1 14
11 Bayard on Constitution.....	4 40	5 50	1 10
1 Robertson's Researches.....	4 00	5 00	1 00
11 Simpson's Euclid.....	6 60	7 92	1 32
3 Economic Chess Boards.....	1 02	3 75	2 73
5 do. do. do. ....	68	1 36	68
4 Screen Handles.....	24	40	16
9 dozen Gum Tickets.....	10 12	14 67	4 55
2 Small Books on Great Subjects.....	2 55	3 60	1 05
24 dozen Cedar Pencils.....	3 60	4 80	1 20
8½ " Guitar Strings.....	7 00	8 50	1 50
1 Kent's Commentary.....	12 50	13 50	1 00
9 Fellon's German Reader.....	2 70	4 05	1 35
1 German Testament.....	27	40	13
88 Campbell's Hymns.....	24 86	27 28	2 42
1 Smith's Virginia.....		80	80
4 Cook's Own Book.....	1 68	1 86	16
58 other overcharges on books.....			16 51
Amount admitted by Brown.....			\$124 10

Amount below contested by Brown, but proven.		Cost to B.	ch. G.	Diff'nce.
18	Davis' Series.....	\$ 15 75	\$ 16 92	\$ 1 17
6	do. do. ....	5 25	5 52	27
1½	dozen Comstock's Philosophy.....	9 00	9 33	23
3	Anthon's Cæsar.....	3 00	3 60	60
1	Zenophon.....	1 62	1 65	3
6	Anthon's Homer.....	9 45	10 21	76
1½	dozen Spellers and Definers.....	1 56	1 68	12
2	do. Goodrich's First Readers.....	1 74	1 84	10
5	Adams' Geography, one more charged than bought.....			45
15	sheets Silver-bordered note.....	82	90	48
96	cards Steel Pens.....	5 76	6 72	96
400	Engravings.....	3 50	8 50	5 00
	Allowed for overcharge on Ruschenbergers.....			6 11
48	Dodge, etc.....	1 40	2 40	1 00
	Ancient Map and Seventeenth Century.....	1 50	3 00	1 50
27	old Magazines.....			5 13
1	East's Reports, (defective,).....			2 50
	Difference in extensions and additions.....	31 00		\$150 20
	Allowed overcharge on Music.....	130 00		
	Overcharge on Almanacs.....	106 62		
	do. Harper's Bible.....	4 00		
	do. Cheap Publications.....	30 00		301 62
				\$451 82
	Seven per cent. on \$451.84.....		31 63	
			483 47	
	The following books were returned to Mr. Brown with the name of the person and library to which they formerly belonged, in brackets.			
33	copies Campbell and Rice Debate.....	1 00	33 00	
2	do. do. do. do. gilt.....	1 50	3 00	
8	old books, (damaged,).....		4 02	
1	Hopkin's Notes on Economy, [R. H. Crittenden,].....		45	
1	Fragments, by Spring, [presented to Mrs. Clarinda Brown, 1841,].....		25	
1	Mitchell's Algebra, [W. B. Brown,].....		67	
1	Colburn's Sequel, [Hugh L. White, 1844,].....		42	
1	do. [Ezekiel McClanahan, 1844,].....		42	
1	do. [G. D. Shackelford,].....		42	
1	Sanders' Fourth Reader, [E. Irvin,].....		38	
1	do. do. [J. T. Shackelford,].....		38	
1	Goodrich's Fourth Reader, [D. Scott,].....		30	
1	Teale on Neuralgia, [Medical Library,].....		10	
1	Chapsell, [H. W. Derby & Co.,].....		75	
1	Davies' Bourdon, [Joshua F. Lawrence,].....		90	
1	Cicero Delphini, [J. A. Messick,].....		50	
1	Folsom's Livy, [Vandike,].....		45	
1	Buchanan on Mill Work, [John Trimble,].....		2 50	
1	Hector Bossang, [Charles S. Marshall,].....		3 00	
2	volumes Reese's Cyclopaedia, [Transylvania Library, Lex.].....		20	
1	lot Executive Documents.....		40 00	
1	Harney's Algebra.....		67	
19	books with the name of Thomas Dean in them.....		11 38	
			104 16	
	Seven per cent. carriage on \$104.16.....		7 30	
			111 46	
			594 92	
	Six per cent interest, from September 1st, 1850, to June 7, 1851.....		24 56	
	Amount of damages assessed by the arbitrators, and paid by Brown to Goodloe.....			\$619 59

285.1  
P911

W580











