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A. He agreed to pay me $1000 for it

Q. Did he pay one thousand dollars into the business

A. No There was a gentleman bought one half of the office from me before John came back from Springfield and my brother George was desirous that John should settle down here and I sold him one half of the office and took Hancock's place who was the man I sold out the half to previously. He paid me the $300 that Hancock had advanced. He had loaned me about that time just before or just after $80 or $100. which was also applied to the purchase making in all little short of $400.

Q. Is that $400 all that John paid into the firm at that time

A. No I think I drew in the course of six years from the office about $400 more than he did I agreed to let him pay me out of his part of the surplus all over $12 per week on account of purchase This was the arrangement made with Hancock and John took his place Although the arrangement was not carried out on the part of John as we didnt have any general settlement during 5 years and 9 months he was with me and not until he left. We had a kind of novel way of keeping accounts. We used to collect and pay every week divide the surplus after paying expenses and start fresh Monday Morning sometimes it would be more and sometimes less and sometimes nothing

Q. About how much was his share of the profits while he was a member of the firm

A. I have been over it pretty carefully and I find it averaged $756 and some cents per year

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for five years and nine months and I reckoned it six years. I divided the whole amount by six and it gave $756 and some cents per year

Adjourned to April 30th 1862 8 O'clock P.M.

Met pursuant to adjournment.

Present, Commissioners, Clerk, Defendant with his Counsel, Robert M. Chatterton and Counsel for Plff.

Q. Was it a part of the contract with John that he was to devote his time to the business

(Objected to as leading)

A. I dont know that it was, that there was any other contract than is usual between two partners. Nothing special was said about that

Q. What amount did he get for his part of the business when he sold out

A. $2000. I believe

Q. How much did he pay to you as his share of the debts of the Office

(Objected to as it does not appear that he paid any thing)

A. He paid as his share of what was owing by the office over and above what was owing to the office and deemed collectable $150. Our agreement was I was to assume collect and pay and free him.

Q. Will you look at papers shown you and tell me if you know in whose handwriting they are, and if so in whose

A. The writing on the two envelopes is in Johns handwriting and the two letters are in Johns handwriting, the signature to this paper is in John handwriting

(Counsel for Plff offers in evidence the two