

Bloomington, Ill. Sept 13. 1853.

Geo. B. Kenkean, Esq
Lexington, Ky.

Dear Sir:

Your letter of the 2nd Inst^{ce} to Mr^s Edwards, has been forwarded by him to me here where I am attending court. When, in your letter to me, of the 12th July, you gave the opinion that O. V. Heo would abandon their suit, it was plain to my mind they intended no such thing, else they would have told you so plainly. The matter now takes me at great disadvantage, in this, that it will cost me now to leave the Circuit (which has just commenced) and attend to taking proof, then it would to give up the claim; and your letter does not mention ^{the} terms of your next term.

But the great difficulty of all is the want of something definite, to take proof about. Without a bill of particulars

stating the names of the persons of whom,
O. J. Hoos claims that I have collected
money for them, any proof I can possibly
take, will be void of the mark— can
not meet Lewis' statement, (which I now
suppose he is determined to make) that "I
told him I owed the amount attached"—
I can prove by John J. Stuart, of Spring
field Illinois, that he & I were partners
in the law from the Spring of 1837 to
the Spring of 1841, and that, so far as
he knows, we never had any business for
O. J. Hoos— By ~~Amos W. B. B. B.~~ Stephen
J. Logan of Springfield, Ill., that he
& I were partners from the Spring of 1841
to the autumn of 1844, and that so far
as he knows, he & I never had any business
for O. J. Hoos— By William H. Sherman
of Springfield, Ill., that he & I have been
partners from the autumn of 1844 up to
the present time; and that so far as
he knows, he & I never had any business
for O. J. Hoos— and by all three, that

they never knew of me, individually, having
any business for O. V. Co. - Also, by Newman
W. Edwards of Springfield, Ill., that so far
as he knows, ^{or believes} the whole of the business of O. V. Co.
in Illinois passed through his hands, and
that so far as he knows or believes, none
of it ever went into my hands - that
the claims at Beardstown & Shellyville
both passed through his hands, and were,
in the fall of 1843, given to me, as dis-
parate debts, by Mr. Jordan, in manner as
I have stated in my answer; and
that less than three years ago, the father-
in-law of one of the debtors, called on him
to try to compound the debt - As I un-
derstand, both these claims were into
judgments; and as to that at Beard-
stown, I can prove the truth of the an-
swer, by the record, and by Henry E.
Dummer of Beardstown, Cass Co. Ill. -
As to that at Shellyville, I can prove
the truth of the answer, by the record

that it was taken, not by me, but by a
different attorney, and that it remains
apparently unsatisfied. By William
H. Thornton of Shelbyville, Illinois, that
he is the father-in-law of the debtor—
that the debtor has gone to California;
and that he left this, among others,
as an unpaid debt, which he des-
ires, ^{the witness} to compound for him if he could.

All this I can prove; but without a
Bill of particulars, it seems to me,
it will not meet the case—
Can they not be ruled to give a
Bill of particulars?

This matter harasses my feelings a good
deal; and I shall be greatly obliged
if you will write me immediately, un-
der cover to Mrs Edwards, at Spring-
field Ill.—telling ^{me} first, when is the
next term of your court; and second,
whether I can or can not have a
bill of particulars—

Yours truly,

A. Lincoln