

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

the Honorable George Manierre Judge of the Seventh
of the State of Illinois, and Sole Presiding Judge of the Circuit
County, in the State aforesaid, and at a term thereof begun and
Court House in the City of Chicago, in said County, on the Seventh
Monday, (being the Seventh day) of April
in the year of our Lord one thousand eight hundred and fifty nine
and of the Independence of the said United States the Eighty-third

Present, Honorable George Manierre Judge of the 7th Judicial
Circuit of the State of Illinois.

Charles M. Horn States Attorney.

John Gray Sheriff of Cook County.

Attest, Wm L Church Clerk.

Be it remembered that heretofore, to wit, on the Six-
teenth day of March in the year of our Lord, One
thousand eight hundred and fifty eight, the "Archite-
tural Iron Works" of the City, County and State of
New York, by Geo. A. Ingalls its Solicitor, filed in
the office of the Clerk of the Court aforesaid its certain
Petition & bond for costs in the words & figures
following, to wit:

Petition

State of Illinois } Cook County Circuit Court
Cook County } of the April Term A. D. 1858

To the Honorable the Circuit Court of Cook County

The Petition of the Architectural Iron
Works of the City, County and State of New York,
a Corporation Existing under the laws of the State
of New York, and having power by their act of in-
corporation to sue in Courts of Law and Chancery

respectfully show unto your Honor that on or about the
~~twentieth~~
Sixth day of February in the year of our Lord One
thousand eight hundred and fifty seven, your Petitioner
or being the Proprietor of Iron Works in the City of New
York, one John Link of the City of Chicago in the State
of Illinois, entered into an agreement in writing with
your Petitioner, which said Instrument in writing
was duly signed and sealed by the said John Link,
a copy of which said Instrument in writing is hereto
attached marked A. and which your Petitioner
prays may be made a part of this Petition. In and
by which said Instrument of writing, your Petitioner
in consideration of the payment to be made by the
said Link, covenanted and agreed to and with
the said Link, to make, put up and finish in a
good, substantial and workmanlike manner
on the premises on the North West corner of Lake and
Lasalle Streets situated in the City of Chicago a fire
story, iron front, seventy six feet and eight inches
high from the top of the first story sills to the top
of the cornice, and being sixty feet and seven and
one fourth inches in length on Lake Street, and
ninety feet in length on Lasalle Street making in
all one hundred and fifty feet and seven and one
fourth inches in length. And your Petitioner
further shows unto your Honor that it was provi-
ded in and by the said written agreement that
the design of said Iron front should be the same

"Answered and in 2d inst.
Nov 21, 1858"

as one your Petitioner was, at the time, of the making of said agreement about to erect for one Cary on Chamber and Reed Streets in the City of New York, with the exception that the first story columns were to be fifteen inches deep and twelve inches diameter, and also that the first story cornice was to be six inches smaller than Cary's and to have no medallion blocks, and the pedestal above cornice to be two inches less in height than Cary's and the top cornice was to be the same as that erected by your Petitioner on the corner of Church and Vesey Streets in the City of New York, except that the planacier was to be plain instead of pannelled, the frieze was to be plain with circular wreaths and no bosses, pediments or scrolls, and the width of the openings above the first story between the iron piers were to be five feet and five and $\frac{3}{8}$ inches on Lake Street, and five feet and three and a half inches on Lasalle Street. The first story on Lake Street was, by the terms of said agreement, to be divided into eight openings, four of which were to be for doors and four for windows and all of which said openings were to be filled with rolling iron shutters, doors in the door openings and sash in the windows. And the first story on Lasalle Street was to be divided into twelve openings, one as a door, one as a window, both filled like those on Lake Street, and the remaining ten openings on Lasalle Street were to be filled with Cast iron Asher black work.

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And your Petitioner further shows unto your Honor that your Petitioner further agreed, in and by said agreement, to furnish basement posts for said building as follows, Eight of them to be eight feet and six inches long each, and to be eighteen inches deep and ten inches face. And one of them was to be twenty one inches square. The price to be 3 1/2 cents per foot delivered in New York on board.

And your Petitioner further shows unto your Honor, that it was further provided in and by the said written agreement, that any alterations or additions to the plan of said Iron front which shall involve extra expense, that such additions should be paid for accordingly.

And your Petitioner further shows unto your Honor that in and by the terms of said Contract, the said Link was to pay to your Petitioner for the said one hundred and fifty feet and seven inches and one quarter of an inch, at the rate of two hundred and fifteen dollars for each lineal foot, amounting to the sum of thirty two thousand, three hundred and seventy nine dollars and eighty nine cents (\$32379.89).

And your Petitioner further shows, that by the terms of said Contract, the said Link was to pay your Petitioner for the nine posts so to be used for the basement at the rate of three and one half cents for each post.

And your Petitioner further shows and states to your Honor, that all the additions and alterations to be made to said Iron front were to be paid for by

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the said Link such prices as they were worth.

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And your Petitioner further represents unto your Honor, that all of said Iron work, was by the terms of said Contract, to be shipped to said Link at New York, and that the last story of said building was to be shipped at New York by the tenth day of July 1857 unless your Petitioner was prevented by accidents beyond the control of your Petitioner.

And your Petitioner further shows and represents to your Honor, that your Petitioner shipped all of said Iron front before the 10th day of July A. D. 1857 and has duly and properly put up the same in conformity with said contract, and is entitled to receive for the same from the said John Link the sum of thirty two thousand three hundred and seventy nine dollars and eighty nine cents (\$32379.89)

And your Petitioner further represents to your Honor, that your Petitioner also delivered in conformity with said Contract, before the said 10th day of July 1857 the said basement posts, which weighed eighteen thousand eight hundred and ninety six pounds for which your Petitioner is entitled to receive from the said John Link the sum of six hundred and sixty one dollars and thirty six cents (\$661.36)

And your Petitioner further represents unto your Honor, that in addition to the said Iron front, your Petitioner furnished full piers for said building on the West side thereof on Lake Street, not contain

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C.

plated by the original plan as agreed between the said Link and your Petitioner which occasioned on additional expense to your Petitioner of the sum of six hundred dollars, and for which your Petitioner is entitled to receive from said Link the said sum of six hundred dollars (\$600.)

And your Petitioner further shows to your Honor that in addition to the said Iron front, your Petitioner also furnished shutters and dwarf doors for said building and delivered the same at New York in accordance with said Contract before the 16th day of July 1857, And that the said dwarf doors and shutters are reasonably worth the sum of One thousand dollars (\$1000) making in all the sum of thirty four thousand six hundred and forty one dollars and twenty five cents due your Petitioner from the said John Link under and by virtue of said Contract.

And your Petitioner avers that all of the alterations and extra work and materials was done and finished at the request and with the consent of the said John Link and that the prices of the same as herein before stated are just and reasonable, and are charged according to their value as provided in said written agreement.

And your Petitioner avers that the said work was to be done within three years from the making of said contract, and that the said work was completed on the 17th day of September A. D. 1857. and that by the

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terms of said Contract, the said Link agreed to pay the last instalment for said work and materials on the completion of said work.

And your Petitioner further avers, that the description of the Real Estate upon which said Iron front was erected is Sub lots one (1) two (2) and three (3) in Lot eight in Block nineteen (19) in the Original Town of Chicago, and that the said John Link is the owner or has some estate in the said premises.

And your Petitioner avers that your Petitioner was, at the time of the making said Contract, and still is a Corporation existing under and by virtue of the laws of the State of New York, and has power by virtue of their ^{inc} Corporation to bring suits in Courts of Law and Equity.

And your Petitioner further represents unto your Honor, that the whole of the said sum of thirty four thousand six hundred and forty one dollars and thirty five cents (\$34641.35) still remains due and payable from said John Link to your Petitioner under and by virtue of said written agreement.

And your Petitioner prays Judgment against the said John Link for the amount so due your Petitioner as aforesaid with interest thereon from the 17th day of September 1857. and that said Judgment may be a lien upon the premises hereinbefore described with the building thereon situated to the whole value of said building and to the extent of the interest of the said

Link in said Sub lots at the time of making said contract with your Petitioner as aforesaid. And that a sale of said right Estate and interest may be ordered and decreed by this Honorable Court, and that the proceeds of such sale be applied to the discharge of said judgment in pursuance of the Statute in such cases made and provided, and for such further and other relief as this Honorable Court shall deem meet and proper to grant, and your Petitioner will ever pray &c.

Geo. A. Ingalls Solicitor
for the Architectural
Iron Works

Copy of Contract referred to in body of
Petition as marked A.

Agreement made and concluded the twenty sixth day of February one thousand eight hundred and fifty seven, by and between John Link of Chicago in the County of Cook and State of Illinois of the first part and the Architectural Iron Works, O. D. Badger Supt. of the City, County and State of New York of the second part in these words. The said parties of the second part, covenant and agree to and with the said party of the first part to make, put up and finish in a good, substantial and workmanlike manner on the premises known as N^{os} Lake Street and N^{os} LaSalle Street, being the

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North West corner of Lake and Lasalle Streets in the City of Chicago, a five story Iron front 76 ft. 8 in. high from top of first story sills to top of cornice 60 ft. $7\frac{1}{4}$ in. in height on Lake Street and 90 ft. in length on Lasalle Street, making in all 150 ft. $7\frac{1}{4}$ inches in length. The design is the same as Cary's which we are about to erect on Chamber and Read Sts in New York with the exceptions that the first story columns are to be 15 inches deep and twelve inches diameter. 1st story cornice 6 inches smaller than Cary's, and to have no Medallion Blocks, the pedestal above cornice to be two inches less in height than Cary's. The top cornice same as that erected by us corner of Church and Vesey Sts. N. Y. Except that the planier is to be plain instead of pannelled. The frieze will be plain with circular wreaths, no trusses, pediments or scrolls. The width of the openings above 1st story between Iron pieces will be 5 ft. 5 $\frac{3}{8}$ in. on Lake St. and 5 ft. 3 $\frac{1}{2}$ on Lasalle St. The first story on Lake St. to be divided into eight openings, 4 of them as doors 4 as windows, all to be fitted with Rolling Iron shutters (doors in the door openings, sack in the windows) The first story on Lasalle Street to be divided into twelve openings, one as a door, one as a window, both fitted as above, and the remaining ten openings to be filled with Cast iron Ashlar Block work. The party of the first part to furnish all necessary anchors to anchor the front to brick walls and beams and the anchors to be built in the walls by the masons.

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to suit on front. Proper rooms over front and to be prepared for us so that we can have easy access to the building; a clear and unobstructed front to be made so we can lay out our work and set up and sufficient flooring put down so that we can store our boxes and small castings from the sidewalk and have sufficient room to work, and overhead to be secured from falling timber &c. in case the walls are not finished when we begin to set. Sufficient flooring to be provided on the upper floor to work our derricks. The carpenters to provide ladders or other easy mode of going up and down the building while in process of construction. We to ship the last story by tenth day of July (accidents beyond human control fire &c. excepted) We further agree to put up after reasonable notice that it has arrived and the foundations, scaffolding &c. is ready for us (reasonable allowance in case of breakage or accident beyond human control)

On the aforementioned part of the agreement being complied with, by the party of the first part, we agree to erect the said Iron front in Chicago on the before mentioned lots for the sum of two hundred and fifteen dollars per lineal foot \$215. making in the aggregate \$330,750⁰⁰

We also further agree to make basement posts, eight of them 8'6" long 18" deep 10" face one " " " 21" square the price to be 3 $\frac{1}{2}$ ¢ per pound delivered in New York on board. Alterations or additions which involve extra expense will be charged accordingly. Payments,

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The proceeds as & we stand for the parties
of the 2nd part as an abbreviation.

When the first story is shipped nine thousand dollars
and the amount of basem^t. posts. When the second
story is shipped seven thousand dollars, When the 3rd
story is shipped, six thousand dollars, When the 4th story
is shipped, five thousand dollars, When the 5th story is
shipped, three thousand dollars, the balance when com-
pleted. The payments to be made in New York City funds
The party of the second part to transfer to the party of the
first part the certificate of insurance as greater security.

In witness whereof the parties to these presents have
each with the other hereunto set their hands and seals the
day and year first above written to this and one other in-
strument of like tenor and date

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"John Link (seal)"

Bond for Costs

Architectural Iron Works } Book Co.
vs. } Circuit Court
John Link }

I do hereby enter myself
security for Costs in this cause and acknowledge myself
bound to pay or cause to be paid, all costs which may
accrue in this action, either to the opposite party or
to any of the officers of this Court in pursuance of the
Laws of this State.

Dated this 16th day
of March 1857

John M. Van Osdel

And thereupon on the day and year aforesaid, to wit, March 17th 1858 there was issued out of the office of the Clerk of said Court and under the seal thereof, the People's writ of Summons directed to the Sheriff of said County to execute & clothed in the words and figures following, to wit,

12.

Summons

State of Illinois }
County of Cook }^{ss}

The People of the State of Illinois, to the Sheriff of said County—Greeting:

We command you that you summon John Link, if he shall be found in your County, personally to be and appear before the Circuit Court of Cook County, on the first day of the next term thereof, to be holden at the Court House, in Chicago, in said County, on the Second Monday of April next, to answer unto Architectural Iron Works in a Petition for Mechanics Lien.

And have you then and there this writ, with an endorsement thereon, in what manner you shall have executed the same.

Witness William L. Church, Clerk of our said Court, and the seal thereof, at Chicago aforesaid

This 17th day of March A. D. 1858

Wm L. Church Clerk



And afterwards, to wit, on the 30th day of March

in the year last aforesaid said writ was returned into the Court aforesaid by said Sheriff, endorsed as follows to wit, Served by reading to the within named Defendant & delivering a copy thereof to him the 30th day of March 1858

Fees: 1 service, 50 - 1 copy, 50 - 2 miles, 10 - Return, 10

13.

\$1.20 Pd. by Plffs. Atty. John L. Wilson Sheriff, by George Anderson Deputy

And afterwards, to wit, on the 25th day of May in the year last aforesaid, the said Defendant by A. W. Wendell his Solicitor filed in the Court aforesaid in said cause his answer to the Petition therein in words & figures following, to wit,

Answer

In the Circuit Court of Cook County
May Term A.D. 1858

The answer of John Link, Defendant, to the Petition of the Architectural Iron Works, Petitioning

This Defendant now and at all times hereafter saving and expressly reserving unto himself the benefit of all and all manner of exception that may be had or taken to the said Petition, by reason of the manifold errors, imperfections and insufficiencies of said Petition, for answer thereto, saith That it is not true as alleged and set forth in said Petition that he ever made or entered into with the said Petitioner or with any other person in their behalf, the Contract for putting up a five story Iron

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front of building on the premises mentioned in said Petition as the same is alleged and stated in said Petition. And this Defendant denies that any materials were ever furnished or work done for him upon the said Premises under the Contract in said Petition expressed and set forth. And this Defendant denies that any thing or sum of money whatever is due to the said Petitioner by reason or on account of the said Contract in said Petition set forth, or of the matters and things in said Petition contained as therein alleged.

And this Defendant further denies that the said Petitioners have any lien or charge upon his said premises by reason of aught alleged in said Petition, and that the same ought to be sold to satisfy any such pretended lien. And this he is ready to verify, wherefore he prays that the said Petition may be dismissed at the Petitioner's costs — and be forthwith hence discharged with his reasonable costs and charges in and about about this suit most wrongfully sustained.

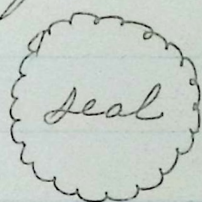
And further he saith not

John Link

State of Illinois }
Cook County }^{ss}

John Link being first duly sworn doth depose and say that he knows the contents of the above answer and the same is true in substance and fact. John Link

Sworn to & subscribed
before me this 3rd May 1858



M. Summerfield
Notary Public

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And afterwards, to wit, on the 9th day of March in the year last aforesaid, the said Petitioner filed his Replication to the answer of the said Defendant in the words & figures following, to wit,

Replication

State of Illinois } Book County } ^{ss}	Book County Circuit Court
Architectural Iron Works vs. John Link	}

The Replication of Architectural Iron Works, Complainant, to the answer of John Link, Defendant, to the Petition of the above Complainant. This Repliant saving and reserving to himself all and all manner of advantage of Exception to the manifold insufficiencies of the said Answer, for replication thereunto, says — That said Petitioner will aver and prove his said Petition to be true, certain and sufficient in law to be answered unto; and that the said answer of the said Defendant is uncertain, untrue and insufficient to be replied unto by this repliant, without this, that any other matter or thing whatsoever in the

said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things this repliant is, and will be ready to aver and prove as this Honorable Court shall direct, and humbly prays as in and by his said Petition he has already prayed.

Geo. H. Ingalls
Solicitor for Complainant

And afterwards, to wit, on the 14th day of March in the year last aforesaid, the said Petitioner filed in said cause a certain Bond for costs in the words & figures following, to wit,

Bond for Costs
State of Illinois } Cook County Circuit Court
Cook County }
Architectural Iron Works }
vs. } Mechanics Lien
John Link }

I do hereby enter myself security for Costs in this Cause and acknowledge myself bound to pay, or cause to be paid, all costs which may accrue in this action, either to the opposite party, or any of the officers of this Court in pursuance of the laws of this State.

Dated this 14th day
of March 1859

Fred. Litz

And thereupon, on the day and year last

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aforesaid, to wit, at the term of said Court last aforesaid, the following proceedings, among others, were had and entered of record therein, to wit,

17. Architectural Iron Works }
12953 vs. } Petition for Mech. Lien
John Link }

On motion of S. W. Wendell, of Counsel for said Defendant, it is ordered, that he have leave to amend his answer herein.

And afterwards, to wit, on the 7th day of April in the year last aforesaid, the said defendant by his said Attorney filed in said Court, his amended answer in said Cause in the words & figures following, to wit,

Amended Answer

In the County Circuit Court
March Va. T. 1859

The amended answer of John Link, Defendant, to the Petition of the Architectural Iron Works, of the City of New York, Plaintiffs.

This Defendant for further and amended Answer to said Plaintiffs Petition. While he denies that he ever made or entered into the Contract as alleged and set forth in the Plaintiffs Petition herein filed, admits that on or about the time mentioned in said Petition he did, to wit, at the City of New York, make and enter into, with said Petitioner, a certain Contract, in words and figures as follows, viz. "Made and concluded

the twenty sixth day of February, one thousand eight hundred and
 fifty seven by and between John Link of Chicago, in the County
 of Cook and State of Illinois of the first part, and the Architec-
 tural Iron Works. D. D. Badger Supt. of the City, County and
 State of New York, of the second part, in these words — The
 said parties of the second part covenant and agree to and
 with the said party of the first part, to make, put up and finish
 in a good, substantial and workmanlike manner on the prem-
 ises known as Nos Lake Street and Nos
 LaSalle Street, being the North West corner of Lake and
 LaSalle Streets, in the City of Chicago, a five story Iron front
 76 ft. 8 in. high from top of first story sills to top of cornice
 60 ft. $7\frac{1}{4}$ in. in length on Lake Street and 90 ft. in length
 on LaSalle Street, making in all 150 ft. $7\frac{1}{4}$ inches in
 length; the design is the same as Cary's which we are about
 to erect on Chambers and Read Sts. in New York, with the ex-
 ceptions that the first story columns are to be 15 inches deep
 and twelve inches diameter. 1st Story cornice 6 inches
 smaller than Cary's and to have no medallion blocks,
 the pedestals above cornice to be ten inches less in height
 than Cary's, the top corner the same as that erected by
 us corner of Church and Vesey Sts. N. Y. except that the
 planicians is to be plain instead of pannelled, the
 frieze will be plain with circular wreaths, no busses,
 pediments or scroll, the width of the openings above
 1st story between Iron piers will be 5 ft. 5 $\frac{1}{2}$ in on Lake
 St. 5 ft. 3 $\frac{1}{2}$ in of LaSalle St. the first story on Lake Street
 to be divided into eight openings, 4 of them as doors & as

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" windows, all to be fitted with rolling Iron shutters (doors
 " in the door openings, sash in the windows) the first story
 " on Sadalla St. to be divided into twelve openings, one as a
 " door, one as a window, both fitted as above and the remain-
 " ing ten openings to be fitted with cast Iron Ashlar Block
 " work. The party of the first part to finish all necessary anchors
 " to anchor the front to brick walls and beams, and the anchors
 " to be built in the walls by the masons to suit our front. Proper
 " frames under front and to be prepared for us so that we
 " can have easy access to the building, a clear and unob-
 " structed front to be made so we can lay out our work
 " and set up, and sufficient flooring put down so that
 " we can store our boxes and small castings from the
 " sidewalk and have sufficient room to work, and the
 " overhead to be secured from falling brick &c. in case
 " the walls be not finished when we begin to set; suf-
 " ficient flooring to be provided on the upper floors to
 " work our Derricks, the carpenters to provide ladders
 " or other easy mode of going up and down the build-
 " ing while in process of construction. We to ship
 " the last story by the tenth day of July (accidents beyond
 " human control, fire &c. excepted.) We further agree
 " to put up after reasonable notice that it has arrived
 " and the foundations, scaffolding &c. is ready for
 " us (reasonable allowance in case of breakage or
 " accident beyond human control.)

" On the aforementioned part of this agreement
 " being complied with by the party of the first part

" he agrees to erect the said Iron front in Chicago on the
 " before mentioned lots for the sum of two hundred and
 " fifteen dollars per lineal foot \$2.15 making in the
 " aggregate \$32,379 ⁸²/₁₀₀

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" We also further agree to make Basement
 " posts, Eight of them 8" 6 long 18 in deep 18 in face
 " One " " " " " 21 in square

" The price to be 3 1/2 % per pound delivered in New York
 " on board. Alterations or additions which involve
 " extra expense will be charged accordingly.

" Payments When the first story is shipped
 " nine thousand dollars and the amount of basement
 " posts, When the 2^d story is shipped seven thousand
 " dollars. When the 3^d story is shipped six thousand
 " dollars. When the 4th story is shipped five thousand
 " dollars. When the 5th story is shipped three thousand
 " dollars. The balance when completed. The payments
 " to be made in New York City funds. The parties of
 " the part to transfer to the party of 1st part the certificate
 " of insurance as greater security.

" In witness whereof the parties to these presents
 " have each with the other hereto set their hands
 " and seals the day and year first above written to
 " this and one other instrument of like tenor and
 " date

" Signed and sealed on the (signed) John Link (seal)
 " part of D. D. Badger in presence (seal) D. D. Badger Supt. (seal)
 " of Wm S. Sampson

" The pronouns us & we stand for the parties of the
 " 2^d part as an abbreviation.

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This Defendant further answering says that it is not true stated and set forth in said Petition that by the terms of the contract made between this defendant and said Petitioners that the whole of said Iron work and materials was to be delivered by Petitioners to this defendant at New York. This defendant insists that by said contract and the term thereof the same was to be furnished, supplied and delivered by said Petitioners at the premises in Chicago upon which said building or Iron front was to be & was erected and put up by Petitioners for defendant; excepting only the said Basement posts nine in number which were not included in the contract or work to be done or furnished by said Petitioners at first and for which they were to be paid the said sum of \$32,379 ⁷/₁₀ but were only required in consequence of a slight change in the plans of the Basement story and foundation of said building by which iron posts or columns were put in the place of stone columns or piers - and which iron piers, but none other of said iron work, was by the said agreement hereinbefore set forth to be delivered to this defendant at New York on board and for which so delivered he was to pay the said price of three cents and a half a pound. And this defendant further insists that by the terms of said contract the said Petitioners were bound to forward the whole

of the said Iron work & materials save as above, and deliver the same at the premises upon which said building was to be and in fact was erected in Chicago being the premises at the North West corner of Lake and La Salle Streets in Chicago.

22 This defendant further says that the Iron front which said Petitioners did erect, put up and finish for defendant upon the said premises was not of the height of seventy six feet and eight inches as provided by said agreement and as the original plans were made and drawn, but only of the entire height of seventy six feet, that said Petitioners Iron work and materials, forwarded, shipped and delivered by them were eight inches less than the contract and Architects plans of building called for, and that the whole building, walls, stories and all the Architectural plans, arrangements and the whole structure had to be reduced to conform to the Iron fronts delivered by Petitioners. And that the Iron front actually furnished and put up by Petitioners was less valuable than that agreed upon, by, at least, five hundred dollars, and cost Petitioners to erect five hundred dollars less than it would have cost to fulfil the literal requirements of the Contract, and defendant hereby claims the right to deduct five hundred dollars from whatever amount may be due and owing from him to them, or claimed by them to be due and owing.

And defendant further answering says that, by said contract, it was the duty of said Petitioners and

they were thereby bound and required to carry out and make the said Iron front perfect and completely finished, that they are not entitled to have the said sum of six hundred dollars as claimed in said Petition for ^{purvisly full} piers for the side thereof on Lake Street, that in order to make the Lake Street front complete it was necessary that Petitioners should put in the full piers at the West end or extremity of the front on Lake Street, that they were notified and required to put them in, by defendant and by the Architect of the building, Otto F. Matz, in order to make the work a job complete, and defendant charges that acquiesced in that construction of the contract and consented and agreed that no extra charge should be made therefor. And this defendant avers that on the twenty fourth day of September A. D. 1897, that he and said Petitioners had an accounting together of and concerning the matters growing out of said Contract, and that the said sum of six hundred dollars claimed for said full piers was expressly deducted and disallowed from the balance then agreed to be due & owing from defendant to said Petitioners as from a copy of account of work and payments made rendered by said Petitioners to defendant will more fully appear, a copy whereof is hereto attached marked Exhibit "A" which defendant prays may be taken as a part of this answer, this defendant denies that they were, or constituted extra work or materials not contemplated by the original plan, and he insists that they did form part of the

original work and materials provided and contemplated by said original plan.

21.

This defendant further answering denies it to be true as stated in said Petition that the said Petitioners duly and promptly put up and finished shipped the said Iron front in the manner therein provided and agreed upon, he admits that plaintiffs put the said Iron work by and within the times required by said contract; and that they did put up for him an Iron front upon the said premises, but he avers that the same was not put up in good and workmanlike manner in all respects as required by said contract, that two of the Iron columns put up and used by them in his said building were broken and defective and unfit to be used for that purpose which is a damage to this defendant of one hundred dollars. Defendant admits that said Petitioners furnished said Basement posts, and they were supplied by Petitioners to defendant at the cost stated in said Petition viz. six hundred and sixty one dollars and thirty six cents. He also admits that said plaintiffs also furnished certain doors, lattice and dwarf doors used in and about the said building and not in the original agreement but extras and that the same are worth the sum claimed for them in the Petition namely, the sum of one thousand dollars. This defendant further answering says, that at different times during the progress of said Works as the different stories of said Iron front arrived at

Chicago, at the special instance and request of said Petitioners he advanced and paid freights on said Iron as the said shipments arrived, in all amounting to eighteen hundred and twenty dollars and ninety two cents, which by agreement of said Petitioners was to be allowed on account of the money due or to become due to them on said contract,

25.

This defendant further answering says that he paid said Petitioners on the 26th of May 1857 Seven thousand dollars; on the 27th of May in the same year, the sum of nine thousand dollars; on the twenty second day of June in the same year, ten thousand dollars; on the eighth of July, fifteen hundred dollars, and by Petitioners express order and request he paid to H. M. Bailey, one of their agents in the putting up said works, on the 19th June in the same year, one hundred dollars, on the 27th June one hundred and fifty dollars; on July 4th one hundred and sixty dollars, on 16th July five hundred and sixty dollars; on the ^{one hundred and fifty} ~~thirtieth~~ of July, ^{on the twenty eighth of July} five hundred and sixty four dollars and fifteen cents; on the fourth day of August, one hundred dollars; on the third day of September, one hundred dollars, all in the same year 1857 and in all amounting to thirty one thousand two hundred and five dollars and seven cents.

And this defendant further saith that on or about the twenty fourth day of September in the year of our Lord one thousand eight hundred and fifty seven, this defendant had a final accounting with said Petitioners by D. D. Badger & H. M. Bailey their

2C.

said agents duly authorised to act for said Petitioners, and upon said accounting together of work & materials furnished & done by said Petitioners in putting up said Building and under said contract above herein set forth and of the payments of money made by defendant as above shown to Petitioners and to their agents and for their use as above there was found to be still due & owing from defendant to Petitioners the sum of two thousand eight hundred and fifty dollars and twenty four cents in all, and no more, which amount defendant then and there paid to them as by said account and receipt hereto attached and made a part of this answer & marked as exhibit "A": as aforesaid will more fully appear. And this defendant denies that there is now due and owing to said Petitioners anything or sum whatever on account of said contract or the matters and things alleged and set forth in said Petition.

This defendant therefore prays that he may be here dismissed with his reasonable costs in and about this suit expended and sustained.

John Link

State of Illinois }
Cook County } ss

In the Cook County Circuit Court
March T. term 1859

John Link being duly sworn deposes and says, that he has heard read the above answer and now knows its contents, that the same are true as therein stated.

John Link

Subscribed & sworn to before
me this sixth day of April A. D. 1859



Jno. Summerfield
Not. Pub.

Exhibit "A."

27.

John Link

To the Architectural Iron Works Co.

1859

April 7

For making double instead of single pier
adjoining "Lurdan" involving the
necessity of rendering useless the fol-
lowing castings, say 17 Chamfered &
Moulded pieces of lintel, Weighing
6630^{lb} 60 feet of top cornice piece
7 arches 7 soffits 6 lintels between
Posts 2 half columns and two half
pieces behind ditto altered as per
your letter Mch. 30/59

600 "

June 3.

" Cash for Expenses collecting draft on Chicago

14 "

" 150 ft. 7 1/4 inches of 5 Story Iron front "Cary"
Pattern on cor. Lake & LaSalle Streets Chicago
as per contract at 215¢ foot

32379 89

" 8 Basement Posts '8, 6" long 10 x 18

1 do do '8, 6" " 21 x 21 &

12. 341- 3 1/2

431 94

"	1 1/2 for Insurance on Posts	6	48
	Cartage at Chicago	6	00
	Freight & Dockage of Posts	65	41
	Selling Basement Posts	62	50
	Extra for difference in width of 4 door sills made 4 ft. 9 in. wide instead of 3 ft. 3 in. wide		

28

1620 5 1/2 ² 89 10

Forward

33,655 31

July 30	"	3 Extra shutters with groove strips	}
		5 do Loffit's	
		4 do Lash	
		1 do Lattice under Window	
		1 pr Dwarf Doors	

1,000 "

Credit

34,655,31

May 26 By sight aft on Marine Bank Chicago
date this day

7,000

27 " Cash

9,000

June 22 " do

10,000

July 8 " do

1,500

15 " do pr H. M. Bailey June 19. 100

"

June 27. 150

July 4. 160 410

July 16 By Cash per H. M. Bailey 56 0 "

30 do do 15 0

28 do do 36 4,15

August 4 do do 100 "

Sept. 3 do do 100 "

Ballance due A. I. Works
(Debit chg of April 7

29

By Freight paid on 1st 2nd 3rd & 4th Shift.

29384	15
\$ 5,271	16
600	00
4671	16
1820	92
\$ 2850	24

Received Payment for the above ballance

(signed) D. D. Bauger
R. H. M. Bailey

And afterwards, to wit, on the 13th day of April in the year last aforesaid the said Petitioner filed its Replication to the amended answer of the defendant in said cause in the words & figures following, to wit,
Replication to Amended Answer

State of Illinois } Book County Circuit
Cook County } Court
Architectural Iron Works }
vs. }
John Link }

The Replication of the Architectural Iron Works, Complainant, to the Amended Answer of John Link Defendant, to the Petition of the above Complainant. This Replier saving and reserving to himself all and all manner of advantage of Exception to the manifold insufficiencies of said Answer, for replication thereunto says, that said Petitioner will aver and

30.

and prove his said Petition to be true, certain and sufficient in law to be answered unto, and that the said Answer of the said defendants, is uncertain, untrue and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto, confessed and avoided traversed or denied, is true. All which matters and things this repliant is and will be ready to aver and prove as this Honorable Court shall direct and humbly prays as in and by his said Petition he has already prayed.

Geo. A. Ingalls
Solicitor for Complainant

And afterwards, to wit, at the April term of said Court, to wit, on the 22nd day of April in the year last aforesaid, the following proceedings among others, were had and entered of record therein, to wit,

Architectural Iron Works)
12953

vs
John Link

Petition for Mech. Lien

This day comes the said Plaintiff by Geo. A. Ingalls, its Attorney, and the said Defendant, by A. W. Windell his Attorney, also comes, and on motion it is ordered that said Plaintiff have leave to amend its Petition in this

31.

cause by inserting the word "shipped" in place of the word "delivered," And issue being joined herein, it is ordered that a Jury come, whereupon come the Jurors of a Jury of good and lawful men, to wit, N. S. Barrington, J. R. Barnes, J. N. Woodruff, J. W. Cook, Charles Douglass, J. M. Rossiter, H. DeFuy, W. S. Nichols, W. Guthrie, S. S. Paddleford, P. S. Manchester Samuel Miles, who being duly elected, kissed and sworn well and truly to try the issues joined herein aforesaid and a true verdict render according to law and the evidence, and after hearing the evidence as well on the part of the said plaintiff as the said defendant, the arguments of Counsel and the instructions from the Court, retire to consider of their verdict under the charge of an officer of the Court, with directions from the Court that when they shall have agreed upon a verdict, they seal up the same and afterwards separate to meet the Court at the coming in thereof to-morrow morning at nine o'clock,

And afterwards, to wit, at the November term of said Court, to wit, on the 23 day of November A. D. 1859 the following proceedings, among others, were had and entered of record in said cause, to wit,

12953

as

John Link

Petition for Mech. Lien

This day comes the said Petitioner, by Geo. A. Ingalls, its Attorney, and on his Motion, leave is given said Petitioner to amend its Petition herein by inserting the word "twenty" making "twenty six" instead of six.

32.

And afterwards, to wit, at the February Term of said Court, to wit, on the seventh day of March A.D. 1859 the following proceedings, among others, were had and entered of record therein, to wit,

Architectural Iron Works	}	Petition for Mech. Lien
12953 vs		
John Link		

On Motion of Geo. A. Ingalls of Counsel for said plaintiff, ~~it~~ it is ordered that said plaintiff have leave to substitute the name of Fred Letz as security for costs in said cause, in place of J. M. Van Osdel on the said Letz filing such surety.

And afterwards, to wit, at the same term of said Court last aforesaid, to wit, on the 23rd day of April in the year last aforesaid, the following proceedings among others, were had and entered of record therein to wit,

Architectural Iron Works	}	Petition for Mech's Lien
12953 vs		
John Link		

33,

This day again come the said parties, by their Counsel, and the Jurors of the Jury aforesaid also come, and having agreed upon a verdict, say, We the Jury find the contract to have been made and performed as alleged in the Complainant's Petition in this cause, and that there is due under said Contract from the said defendant to the said Complainant for work done and materials furnished the sum of three thousand one hundred and nineteen dollars. Whereupon both Complainant and defendant by their respective Attorneys enter their motions for a new trial of said cause.

And afterwards, to wit, at the same term of said last aforesaid, to wit, on the 18th day of May in the year last aforesaid the following proceedings, among others, were had and entered of record therein, to wit,

Architectural Iron Works	}	Mechanic Lien
12953 vs John Link		

This day again come the said parties by their Counsel, and the Court being fully advised of and concerning the premises, now orders that the motions of the Petitioner and defendant heretofore entered for a new trial of said cause, be overruled, and the same are overruled accordingly, to which the Petitioner, by his Counsel, now here excepts, and the Jury having found the amount due the said Petitioner from the said defendant, on the contract

34.

mentioned and described in the said Complainant's petition to be the sum of three thousand one hundred and nineteen dollars. Now it is Ordered, adjudged and decreed that the Plaintiff and Petitioner in this cause have a judgment against the said defendant, John Link for the sum of three thousand and one hundred and nineteen dollars and that the said plaintiff and petitioner have a Mechanic's lien upon the premises and real estate described in the plaintiff's petition filed in this cause and described as follows "The premises on the North West corner of Lake and LaSalle Streets in the City of Chicago, in the State of Illinois, sixty feet and six and one fourth inches in length on Lake Street and ninety feet in length on LaSalle Street for said sum of three thousand one hundred and nineteen dollars with interest thereon from the date of this decree with the costs of this proceeding. And it is further Ordered, adjudged and decreed that L. C. Paine Free Master in Chancery of Cook County in the State of Illinois proceed to sell the real estate and premises mentioned and described in the said plaintiff's petition, and being a lot or parcel of Real Estate on the North West corner of Lake and LaSalle Streets in the City of Chicago, State of Illinois sixty feet and six and one fourth inches in length on Lake Street and ninety feet in length on said LaSalle Street, with the buildings and appurtenances thereon situated, after publishing the hour, day and place of sale for twenty days immediately

35-

prior thereto in some daily Newspaper published in said City of Chicago, to the highest and best bidder for cash, at the hour appointed for such sale and make proper conveyances of said premises as such Master in Chancery and special Commissioner hereby appointed, to the purchaser or purchasers thereof and apply and disburse the proceeds arising from such sale as follows: First to pay all costs of such sale, including the said Master's Commissions also all the costs in this cause. Second, to pay the said plaintiff, The Architectural Iron Works, the sum of three thousand one hundred and nineteen dollars with interest thereon from the date of this decree to the day of sale. And it is further Ordered, adjudged and decreed that if there shall be any surplus of money arising from such sale of said premises after the payment of such sum so as aforesaid then the said Master to pay such surplus into this Court to await its further order. And it is further Ordered that the said defendant John Link, his personal representatives and assigns be forever barred from having or maintaining any claim against the said premises. And it is further decreed that in case the said premises shall not sell for enough to pay said costs and expenses, Judgment and interest as aforesaid, that the said Complainant have an execution against the said defendant John Link for any such balance so remaining unpaid. Whereupon the said defendant excepts

36.

and prays an appeal to the Supreme Court of the State of Illinois which is granted upon condition that the defendant shall on or before Monday next execute and file with the Clerk of this Court his appeal bond herein in the penal sum of six thousand two hundred and thirty eight dollars conditioned according to law with George T. Abby as surety thereto. And on Motion it is ordered that the said defendant have until Monday next to prepare and file his bill of exceptions herein.

And afterwards, to wit, on the 21st day of May in the year last aforesaid said defendant filed in said cause a certain stipulation in the words & figures following, to wit,

<u>Stipulation</u>	Cook Co. Cir. Court
Architectural Iron Works	April Term 1859
vs.	Meek Lin
John Link	

It is stipulated between the undersigned as Attorneys of the respective parties hereto that the time for filing the appeal Bond & Bill of Exceptions in this cause may be extended until Wednesday next

May 21. 1859

Geo. A. Ingalls for Compl.
Arthur W. Windett
for Link

And afterwards, to wit, on the 24th day of May

in the year last aforesaid, said defendant filed in said cause his certain bill of exceptions in the words & figures following, to wit,

37.

<u>Bill of Exceptions</u>		In the Cook Co. Cir. Court
The Architectural Iron Works	}	April Term A.D. 1899
vs.		Mech. Lien
John Link	}	

And now at this present term of Court, issue being joined in said cause, the said cause came on for a trial, and a jury being called and sworn. The Complainants being present by George D. Ingalls Esquire their Solicitor, and the defendant by Arthur W. Wendell offered in evidence to sustain the issue on their part a written contract signed by the defendant. Signature of defendant to contract admitted, which contract in words and figures is as follows, to wit,

Agreement made and concluded the twenty sixth day of February one thousand eight hundred and fifty seven by and between John Link of Chicago in the County of Cook and State of Illinois of the first part and the Architectural Iron Works, D. D. Badger Supt. of the City County and State of New York of the Second part in these words. The said party of the Second part covenant and agree to and with the said party of the first part to make, put up and finish in a good, substantial and workmanlike manner, on the premises known as Nos
 Lake St. and Nos LaSalle St.
 being the North West corner of Lake and LaSalle Sts. in

the City of Chicago, a five story Iron front 76 ft. 8 in high
 from top of first story sills to top of cornice 60 ft. 7 1/4 in.
 in length on Lake St. and 90 ft. in length on LaSalle
 St. making in all 150 ft. 7 1/4 in. in length. The design is
 the same as Cary's which we are about to erect on Cham-
 bers & Read Sts. in New York City, with the exceptions
 that the first story Columns are to be 15 in. deep and 12 in.
 diameter. 1st story cornice 6 in. smaller than Cary's and
 to have no medallion blocks, the pedestal above cornice
 to be 2 in. less in height than Cary's. The top cornice
 same as ^{that} erected by us, corner of Church and Vesey Sts.
 N. Y. except that the planisier is to be plain instead of
 pannelled. The frieze will be plain with circular
 wreaths, no brusses, pediments or scrolls. The width of the
 openings above 1st story between Iron piers will be 5"
 5 1/2 on Lake St. and 5" 3/4 on LaSalle St. The 1st story
 on Lake St. to be divided into eight openings, 4 of them
 as doors, 4 as windows, all to be filled with rolling Iron
 shutters (doors in the door openings, sash in the windows)
 The 1st story on LaSalle St. to be divided into twelve open-
 ings, one as a door, one as a window, both filled as
 above, and the remaining ten openings to be filled
 with cast Iron Ashler block work. The party of the first
 part to furnish all necessary anchors to anchor the front
 to brick walls and beams and the anchors to be built
 in the walls by the masons to suit our front. Proper
 platforms over front area to be prepared for us so that
 we can have easy access to the building. A clean and

39.

unobstructed front to be made so we can lay out our work & set up, and sufficient flooring put down so that we can store our boxes and small castings from the sidewalk and have sufficient room to work, and the overhead to be secured from falling bricks &c. in case the walls be not finished when we begin to set. Sufficient flooring to be provided on the upper floors to work our derricks. The carpenters to provide ladders or other easy mode of going up & down the building while in process of construction.

We to ship the last story by tenth day of July (accidents beyond human control, fire &c. excepted). We further agree to put up after reasonable notice that it has arrived and the foundations, scaffoldings &c. is ready for us (reasonable allowance in case of breakage or accidents beyond human control).

On the aforementioned part of this agreement being complied with by the party of the first part, we agree to erect the said Iron front in Chicago on the before mentioned lots for the sum of two hundred and fifteen dollars per lineal foot \$2.15, making in the aggregate \$32,379 $\frac{82}{100}$.

We also further agree to make Base-
ment posts, Eight of them 8" 6 long 18 in. deep 10 in.
face One " " " " " 21 in. Square.

The price to be 3 $\frac{1}{2}$ ¢ per pound delivered in New York on board. Alterations or additions which involve extra expense will be charged accordingly.

Payments When the first story is shipped

The pronouns us & we stand for the parties
of the 2nd part as an abbreviation

nine thousand dollars and the amount of Basement
posts; When the 2nd story is shipped, seven thousand
dollars. When the 3rd story is shipped six thousand
dollars. When the 4th story is shipped five thousand
dollars. When the 5th story is shipped, three thousand
dollars. The balance when complete. The payments
to be made in New York City funds. The parties of
second part to transfer to the party of 1st part the certifi-
cate of insurance as greater security.

In witness whereof the parties to these presents have each with the other hereunto set their hands and seals the day and year first above writtten to this and one other instrument of like tenor and date,

Signed and sealed on the part of D. D. Badger in presence of

John Link (seal)
D. D. Badger Sept. (seal)
W^m S. Sampson

40. and the said defendant, by his said Counsel then and there objected to the said contract being given in evidence in this cause, on the ground that it was not the same contract set forth in terms in Complainant's Petition which objection the Court overruled and permitted the said contract to be given in evidence to the Jury to which ruling of said Court the said defendant, by his said counsel then and there excepted.

And further to maintain the issue on their part the said Complainants also offered to read in evidence, the depositions of certain witnesses, to wit, Henry M. Bailey and

which depositions were in the words and figures following,
to wit,

41/ The Depositions of Enos B. Morse and Henry M. Bailey
of the City & County & State of New York, witnesses of lawful age
being produced, sworn & examined upon their corporal
oaths, the said Enos B. Morse on the 7th & Henry M. Bailey
on the 9th day of January in the year of our Lord one thousand
eight hundred & fifty nine at Number 74 Wall St. in the
City, County & State aforesaid, by me, the undersigned
Charles W. Newton, a commissioner duly appointed
by a (Declinimus Potestatem or commission issued out of
the Clerk's office of the Circuit Court of Cook County in
the State of Illinois bearing Teste in the name of said
Clerk, with the seal of said Court affixed thereto, and
to one directed as such Commissioner for the examination
of Henry M. Bailey & Enos B. Morse, witnesses in a certain
suit and matter in controversy, now pending and un-
determined in the said Circuit Court wherein the Ar-
chitectural Iron Works is plaintiff and John Link is
defendant, in behalf of the said plaintiff upon interrog-
atories of the plaintiff which were attached to said com-
mission & none others (the said commission & interrog-
atories being hereto annexed) The said witnesses being
first duly sworn by me, as witnesses in the said
cause, previous to the commencement of their respect-
ive examinations, to testify the truth as well on the
part of plaintiff as defendant in relation to the mat-
ters in controversy between the said plaintiff and

defendant so far as they should be interrogated, they, each for themselves did testify and depose as hereinafter particularly set forth.

42.

The said Enos B. Marse gave answers to said interrogations as follows

Answer to the first Interrogatory viz.

A My name is Enos Marse, I am fifty years old; by occupation I am an Iron workman & engaged in putting up cast iron buildings. Inside in the City of New York. I am acquainted with the parties to this suit. I have been employed by Plff. for nine years & knew the defendant first when I went to Chicago to assist in putting up a front for him some eighteen months ago.

Answer to the Second Interrogatory, viz.

A It is nine years next May since I first commenced putting up Iron buildings. I have been employed in putting up Iron fronts in New York, Baltimore, Boston, Chicago. I have put up Iron buildings at these places, for the plaintiffs.

Answer to the Third Interrogatory, viz.

A I have seen an Iron front building on Chambers & Read Streets in the City of New York, said to be owned by one Cary. I have also seen the one on the corner of Church & Vesey St. in this City but know but little about it. I have noticed particularly the architectural appearance of the one corner Chamber & Read Street.

Answer to the Fourth Interrogatory viz.

A I do know of Complainant putting up an Iron

front in Chicago, for Defendant. We commenced the work upon it, about the first of June 1857 & was finished about the last of September of the same year. The building was made of Cast Iron, that is the front. As to the openings, lengths &c. enquired about I would give the same answer as made by Mr. Bailey.

43

Answer to the Fifth Interrogatory, viz.

A The building we put for the defendant, in Chicago resembles the one put up for Carey on Chamber & Reed Streets in the City of New York, because the one put up for the defendant was made pretty much after & by the same patterns as Careys. I dont know that there is any difference at all between the buildings, except a slight difference in the cornice which I cant particularly designate.

Answer to the Sixth Interrogatory, viz.

A We put the posts up enquired about in this Interrogatory & furnished them, that is, the plaintiff, I mean by we. There were nine of these basement posts put up by plaintiff. I do not know their sizes or weight.

Answer to Seventh Interrogatory viz.

A I do not know how the work was done whether under a contract or otherwise as I was only employed by the day to work on the building & therefore know nothing about how the work was to be done. I know the building was altered from the plan after it was put up.

Answer to Eighth Interrogatory viz.

A Not knowing whether there was any written contract

or not I am unable to say anything about the extra work &c. enquired about.

Answer to Ninth Interrogatory

44. A All I know about any alterations is that Mr. Link said the building must be altered after it was put up, that we put it up according the plan agreed upon & then Mr. Link wanted it altered by taking out the rustic work & putting in doors & windows, which we done according to Mr. Link's directions which is the only assent or directions from the defendant, I know anything about. I have no paper or order giving any directions to make any alterations. I do not know the handwriting of the defendant.

Answer to the Tenth Interrogatory viz.

A The Complainant set the basement posts enquired about I cant say what it was worth to set the posts.

Answer to the Eleventh Interrogatory viz.

A I do not know who paid the freight or how much was paid.

Answer to the Twelfth Interrogatory viz.

A The Complainant furnished the materials for the front of Defendant. I cant say when the last story was shipped.

Answer to the Thirteenth Interrogatory

A I can state nothing more except that they all appear perfectly satisfied with the job

Eros Morse

The said Henry M. Bailey gave answers to said

Interrogatories, as follows.

Answer to first Interrogatory viz,

45. A My name is Henry M. Bailey. I am an Iron worker & engaged in putting up Iron fronts for stores & other buildings. I am 27 years of age, reside in the City & County & State of New York. I am acquainted with the parties to this suit, have known the Plffs for some two years & defendant for eighteen months.

Answer to Second Interrogatory viz

A I have been employed in the capacity of putting up Iron fronts for Stores &c. for the past two years, both in the City of New York & Chicago for the Architectural Iron Works, the plaintiffs in this suit. I have got up fronts in the City of New York in behalf of my employers, the Plffs. for J. M. Suizer & Co. in Mott Street for Thomas Hunt in Park Place for William B. Astor in Broadway No. 543 & others, which I superintended, and I also had charge of a portion of the work &c. of a building put up by the plffs for W^m H. Cary between Chamber & Ruse St. I have also put up Iron fronts in Chicago for Alexander Lloyd, William Jones & John Link the defendant. I acted as Superintendant in putting them up for the Plff.

Answer to third Interrogatory viz.

A I am acquainted with the appearance & location of the Iron fronts named ⁱⁿ the third Interrogatory.

Answer to fourth Interrogatory viz.

A I do know of the Complainant putting up for the defendant, an Iron front in the City of Chicago corner of Lake & LaSalle Streets. We commenced to put up this

46.

front on the 11th of June 1857 & finished the 19th of September of the same year, the material of which this front was put up was the best of Cast Iron, the height of the front from the top of the first story sills to the top of the cornice was seventy six feet & eight inches, its front was 60 feet six & one quarter inches on Lake & on LaSalle 90 feet making of front in all one hundred & fifty feet, six & one quarter inches. The openings on Lake Street above the first story was five feet three & three quarter inches in width, & the openings on LaSalle St were five three & a half inches in width. There were eight openings on Lake Street and twelve on LaSalle, four of the openings were for windows & four for doors on Lake Street & on LaSalle St. five of the openings were for windows, two for doors & five were made so that we could make openings of them & then filled up with iron, Cast iron.

Answer to fifth Interrogatory viz.

I There is a very strong resemblance in the Architectural appearance of Link's building and the one put up for Cary in the City of New York, as to the one put up in Church & Vesey St. in this City I cannot say there is any great resemblance though it is put up of the same material and manner, Cary's building however is of the same design or pattern with that of the defendants in Chicago. The only difference between the Cary building & the one on the corner of Lake & LaSalle Streets in Chicago, is that Cary's building is

finished with a different cornice, the work on the one amounting to about the same on one as the other.

Answer to Sixth Interrogatory viz.,

A The Complainant furnished & put up the basement posts for the front of Defendant in Chicago the posts so put up were nine in number, they were the ordinary sized posts used for such a building I do not now remember their exact size; the aggregate weight was twelve thousand, three hundred & forty one pounds.

Answer to the Seventh Interrogatory viz. &
Answer to the Eighth Interrogatory, viz.,

A There were alterations & additions in the work from the manner in which it was to be done under the contract, the alterations & additions were made at the request of the Defendant and the Architect in charge of the work for the Defendant, The alterations made some twenty two hundred & fifty or twenty three hundred dollars additional expense over & above the contract; The alterations consisted of extra doors & windows; there were four extra windows on LaSalle St. & one extra door on the same Street, & there was also an alteration in the front on Lake Street which consisted in changing from a single to a double post adjoining the next building on Lake Street, there was also an extra expense in altering four door sills on Lake Street & making them wider than the original plan which together with the extra work & expense in furnishing & putting up the nine basement posts & the window sashes & shutters & door on the extra windows & door mentioned, I believe constitutes all the

* The work was done by the Complainant
for defendant under a contract and was
in writing.

extra work & additions I now remember. There was an extra post run up through the entire front over the one I have mentioned as being changed from a single to a double post, which should, I suppose, be called extra work & for which the Complainant has a letter or order agreeing to pay for all the extra amount of casting used in the double posts.

48.

Answer to the Ninth Interrogatory vis.

A The directions to change or put up the extra work were all verbal except the one I have mentioned in regard to the posts. I am acquainted with the signature of the defendant & the paper or letter here produced is signed by the defendant which is here annexed and marked Exhibit "A." I have seen the defendant write often & from so seeing him write I know that the signature to Exhibit "A" is his signature as written by him.

48.

Answer to tenth Interrogatory vis.

A The Complainant did set the posts enquired about in said Interrogatory & they were worth from sixty to sixty five dollars to set them.

Answer to the Eleventh Interrogatory vis.

A The Complainant paid the freight on the basement posts from the City of New York to Chicago; the amount of freight so paid was sixty five dollars & forty cents.

Answer to the Twelfth Interrogatory vis.

A The Complainant did furnish the materials for the said front enquired about in said Interrogatory

The last story of said Iron front was shipped from New York
June 27th 1857

Answer to the Thirteenth Interrogatory viz,

49. A Nothing, except that when I settled with the Defendant for the work under the contract he was perfectly satisfied that the work was done according to contract & that the extra work was done according to his directions & order & made no objection to our bill for extra work, except that he wished to see the Complainant about the extra work in putting up the double posts, but as to the rest of the bill for extras he was perfectly satisfied and upon such settlement he gave me his note bearing date September 24th 1857 for \$2,850.24 with interest and exchange on New York, payable in sixty days, This note was payable to the order of the Architectural Iron Works. He gave me this note with the understanding and agreement that he would call and see the Plaintiffs in New York and settle with them for the extra work for the posts that being the only item in our bill which he disputed & in regard to the settlement of that he desired to see the plaintiffs personally before settling it. This note was returned to the defendant with the request to have it exchanged for a note payable in New York City which never was returned.

Henry M. Bailey

I, Charles W. Newton of the City and County & State of New York, a Commissioner duly appointed to take

57.

The depositions of Enos B. Morse & Henry M. Bailey the witnesses whose names are subscribed to each of the foregoing depositions, do hereby certify that previous to the commencement of their separate examinations as witnesses in the suit between the said, The Architectural Iron Works, and the said John Link, they were each separately & duly sworn by me as such Commissioner to testify the truth in relation to the matters in controversy between the said Architectural Iron Works, plaintiff, and the said John Link, defendant, so far as they should be interrogated concerning the same; that the said depositions were taken at my office Number 74 Wall Street in the City & County & State of New York; the said Enos B. Morse on the 7th & Henry M. Bailey on the 9th day of January A. D. 1899 and that after each of said depositions were so taken by me as aforesaid the interrogatories and answers thereto, as written down were read over to each of said witnesses & that thereupon the same was signed & sworn to by each of said deponents before me; the oath being administered by me as such Commissioner at the place, and on the day & year last aforesaid

Charles W. Newton

Commissioner

and the said defendant, by his said Attorney, then and there objected to the admission of said depositions and to the reading of the same to the Jury for the reason that the contract stated in the Plaintiff's Petition was not the same contract with that offered by them

in evidence. (The averment in the Petition was as follows
 "and your petitioners further represent unto your Honor
 "that all of said Iron works was by the terms ~~expressed by the terms~~
 "of said contract to be delivered to said Link at New York"

57. Whereupon the Court, on motion of Complainant, allowed
 the Petition to be amended by inserting the word "shipped"
 in the lieu and stead of the word "delivered," to the ma-
 king of which amendment the said defendant then
 and there objected and prayed that an exception there-
 for be allowed, and also asked that the said cause,
 and the trial thereof be continued, for that said amend-
 ment was a surprise upon him, which prayer was
 overruled by the Court; and to making of said amend-
 ment and to the refusal of the Court to grant a continuance
 of the case the said defendant then and there excepted.
 The Court thereupon allowed said deposition to
 be read to the jury, and the said defendant then
 and there excepted to the reading of said deposi-
 tion to the jury, and the said defendant then and
 there specially objected to the reading to the jury
 that part of the answer of the witness, Henry M. Bailey
 to the eighth interrogatory relating to the written order
 and note, being in the following words, viz,

"There were alterations & additions in the work from the
 manner ⁱⁿ which it was to be done under the contract, the
 alterations & additions were made at the request of the Defen-
 ant and the Architect in charge of the work for the Defendant
 the alterations made some twenty two hundred & fifty

or twenty three hundred dollars additional expense over & above
 the contract. The alterations consisted of extra doors & windows,
 there were four extra windows on LaSalle St. & one extra door
 on the same Street, & there was also an alteration in the front
 on Lake Street which consisted in changing from a single to a
 double post adjoining the next building on Lake Street, there
 was also an extra expense in altering four door sills on Lake
 Street & making them wider than the original plan, which
 together with the extra work & expense in furnishing & putting
 up the nine basement posts & the window sashes & shutters &
 door on the extra windows & door mentioned I believe con-
 stitutes all the extra work & additions I now remember. There
 was an extra post run up through the entire front over the
 one I have mentioned as being changed from a single to
 a double post, which should, I suppose, be called extra
 work & for which the Complainant has a letter or order
 agreeing to pay for the extra amount of castings used in
 the double posts," but the Court overruled said objection
 and defendant then and there excepted. The Petitioner
 then called, as a witness, W. S. Bouton also testified
 that he was and had been, for two years City Superintendent,
 and was in the Iron foundry business, and had him-
 self made the castings for Iron fronts of buildings in
 Chicago, knew the building in question. Mr. Bouton
 testified it was worth the sum of six hundred and
 eighty dollars to make, cast and put up a foot of solid
 Iron work excluding the openings from the floor of
 the sills of the first floor, and throughout to the top of

the building. This testimony related to the charge made in the Petition of six hundred dollars for extra work and material rendered necessary in putting up a double column at the termination of the Lake Street front of the building. Complainants also offered in evidence a letter from Link to them, to show that the extra column was ordered by him, which letter is as follows.

D. D. Badger Esq.

Dr. Sir

53.

Having just returned to the City, I learned from Mr. Mott that you had sent on the drawings for my front. I find that the finish on the West line, adjoining Mr. Lurdan is not complete. I understood, from you, and Mr. Johnston, that in case Lurdan and Rosenberg did not contract with you for Iron fronts, that I was to have a full pier on my own ground, which I see you do not give me according to the plan furnished by you; this I must certainly have, I think it as much to your interest as mine to make a nice looking job of it, for my part I do not want anything but what is just & right, and really hope that the most amicable understanding may always exist between us, for my part I feel like looking up to you for every assistance and advice that might be necessary under the circumstances and would have expected that you would have been as particular about the finish as myself. I should have done the best ^{I could} to persuade the other parties to build with me, in this I was working for your interest as well as my own. I would even be willing to pay you extra

for the amt. of castings in the column, which is more than I expected to have contracted for. I must have my entire front on my own ground, Sixty feet six and one quarter inches (\$60 feet $6\frac{1}{4}$ inches) Let me have an answer, directed to Mr. Mahr, as I am absent from the City a good deal, and inform him what you expect to do, "emphatically." I must have my building on my own ground, and must have a full front and complete finish, this I am entitled to.

Yours Respectfully &c.

John Link

March 30th 1857

John Mr. Van Esdel an architect testified that in Feb. 1857 he was consulted by defendant in Company with S. J. Surdani and Mr. Rosenfield in regard to plans for a block buildings to front one hundred feet on Lake Street, sixty feet for the defendant and twenty feet each for Surdani & Rosenfield. Witness explained to the Court and Jury that the plan of the Iron front comprised two columns in each pier between the windows and therefore one column of the pier between defendant's building and Surdani's would be in defendant's front and the other column would be in Surdani's front. Said witness stated that he had measured the openings in said front and found them about two inches less in width than is specified in the contract, that there is eight openings, which contraction added sixteen inches to the solid part

55-
 ✓ as pier of the front. This witness agreed with Bouton in his statements of the additional costs for making and putting up the extra column and thought the charge made therefor in the Petition of six hundred Dollars was a proper and fair charge. Had examined the building in question, it is situated on the North West corner of Lake & La Salle Streets in Chicago, in the State of Illinois. The building was completed and finished had measured it, the height was seventy six feet and seven inches by the United States Standard Measure. The Iron work was perfectly done work and materials and materials perfect as called for by the contract.

It would not look as well as a Double column, nor be as Architectural, but it would be a good and workmanlike job, so far as strength and durability is concerned. The design of the building has nothing to do with the workmanship. The job with a single column would not be complete as to Architectural completeness - a job may be workmanlike though not architectural.

This witness stated on Cross examination that the work of the job according to the plan and contract would not have been completed in a workmanlike manner if the double column had not been put in. This was all the testimony offered by the Complainants.

The defence called Otto H. Matz, an architect, was architect of this building and drew the plans.

56.

Stated that without the double column on the Lake Street front the job would not have been completed, nor could it have been regarded as done in a good and workmanlike manner without this double column. The plans were originally drawn for a front of one hundred feet on Lake Street, in the presence of the defendant, and according to those plans the Deft. have had but a single post instead of a double one. The putting in of the double posts caused the openings to be contracted sufficiently to make room for the extra post, the extra amount of solid Iron growing out of the contracting of the window amounts to sixteen inches. The adjacent proprietors were intending to build in the same manner and material. By this plan there would have been but a single column at Mr. Link's boundary line and a column in the wall immediately adjoining, but on the ground of the other owner. This plan was changed. The others did not build as at first proposed, and Mr. Link in order to have a complete wall upon ground insisted upon having a double column.

George A. Woodward, a witness on the part of the defendant, also testified that in the year 1857, he was clerk and Bookkeeper for Mr. Link, that he knew Henry M. Bailey who was Complainant's Superintendant of works in erecting defendant's building. Witness was shown a paper purporting to be a bill rendered for the work and extras from Complainant to defendant. The following is a copy of the paper.

New York

1857

Mr. John Link Chicago

To the Architectural Iron Works Co.

13th and 14th Streets near Avenue C.

D. D. Badger Superintendent

Office 42 Duane Street near Centre

1857

April 7

For making double instead of single Pier
adjoining "Ludam" involving the neces-
sity of rendering useless the following cast-
ings. Say 17 chamfered & moulded pieces
of lintel weighing 6630 - 60 ft of top cornice
piece & arches & soffits 6 lintels between
posts 2 half columns and 2 half pieces
behind ditto altered as per your letter

Mch. 36/57

600

June 3

For Cash for Expenses collecting Draft on Chicago

14

" 150 ft 7/8 inches of 3 story Iron front "Cary"

Pattern on cor Lake and LaSalle Street

Chicago as per contract at 2138 foot

32379 89

" 8 Basement Posts 8,"6 long 10x18

1 do do 8,"6 " 21x21

12341 - 3 1/2 "

431 94

" 1 1/2 for Insurance on Posts

6 48

" Cartage at Chicago

6

Freight and Dockage of Posts

65 40

Setting Basement Posts

62 30

Extra for difference in width of 4 door sills
made 4 ft. 9 in. wide instead of 3 ft. 3 in. wide

1620 - 3 1/2 "

89 10

July 30	"	5' Echa shutters with groove strips			
		5' do Soffits			
		4' do Lash			
		1' do Lathes under windows			
		1 pr. dwarf doors	1,000		
58,					34,635 31

Credit

May 26	By Sight dft on Marine Bank Chicago				
	date this day		7,000		
27	" Cash		9,000		
June 22	" do		10,000		
July 8	" do		1,500		
13	" do fr. H. M. Bailey June 19.	100			
		June 27	150		
		July 4	160	410	
16	" do do		560		
20	" do do		150		
28	" do do		564	15	
Augt. 4	" do do		100		
Sept 3	" do do		100		
					29,384 15
	Balance due A. J. Works				\$ 3,271 16
	Deduct Chig of April 7 th				600 00
					4671 16
Cr.	By freight paid on 1 st 2 nd 3 rd & 4 th Shipt.				1820 92
					\$ 2850 24

Rec^d Payment for the above balance

(signed)

D. D. Badger
R. H. M. Bailey

Witness knew Bailey's hand writing, had seen him
 write - signature is Bailey's, saw him write it, the receipt
 at the foot was written by Bailey, it was at the settlement
 between the Iron Works and Mr. Link in latter part of
 September 1857 when the work was finished. I was present
 at the settlement, it took place in the afternoon of the
 day Mr. Bailey left for the East. Mr. Link claimed that the
 \$600. item for the double column should be left out on
 the ground that it was called for by the contract. After
 talking the matter over it was agreed that it should be
 left out. Bailey said he was authorized to make the
 settlement and leave out the item. I heard the con-
 versation that passed between Link and Bailey.
 Bailey acted as agent for the Iron Works. After
 deducting the charge of \$600, the balance was struck
 at two thousand eight hundred & fifty Dollars and
 twenty four cents for which Link gave his promissory
 note at sixty days payable at the Marine Bank with
 exchange on New York. This note was given in pay-
 ment of the balance, and it was so agreed and under-
 stood at the time. The payments and credits mention-
 ed in the Bill were recognised by Bailey and admit-
 ted at the time to be correct. I made the indorsement
 on the Bill on the day mentioned in it, or about that
 time. It is "D. D. Badger & Co. a/c Sept. 24/57" The defend-
 ants here offered the Bill and receipt in evidence to
 show payment in full and that the \$600 charge was
 agreed by Petitioners to be withdrawn. It was admitted

by Complainants that the whole amount claimed in the Bill rendered had been paid except the six hundred Dollars item for the double column and the sum of two thousand eight hundred and fifty Dollars and twenty four cents and interest thereon from the date of settlement. And this was all the evidence given in the case, as well for defendant as for Petitioners. The Court gave the jury the following instructions for the Petitioners at their request, to wit,

Plff's In- }
struction } If the jury believe from the evidence that a contract was made and performed as alleged in the Petition, and that on the 24th day of September 1857 the parties in Controversy accounted together for a portion of the claim and that the same is not paid the Plaintiff is entitled to Interest on such portion from such settlement to this time. And if extra work was done, not included in the settlement, by reason of any change in the plan they are also entitled to recover therefor in addition.

Given
If the jury believe from the evidence that a note was given for a portion of said claim, not in absolute pay & that the same was returned to Def. with the request that he give a new note & that he retained the same & did not pay it that was no extinguisher of the demand or of the lien.

Given
The jury are instructed that the taking of a note for the amt. due for work and materials is not, of itself, an extinguishment of the right to maintain

a Mechanics' Lien.

Given

To the giving of which to the Jury defendant then and there excepted. The Court also gave the following Instructions for defendant at his prayer.

Def't's Instr^{ns}

61.

If the Jury believe from the evidence that under the contract and plans as originally made, defendant was to have a full pier or column and that such full pier and column was required by the contract to make the job complete, the same cannot be considered as extra work, nor can Plffs recover therefor ^{as extra work} in this suit.

If the Jury find that a final settlement of the claims on the contract was made by the Complainants with defendant, that at such settlement it was agreed by the parties that the item of \$600⁰⁰ marked April 7 was agreed to be deducted and disallowed, and was deducted by the parties, and that the plaintiffs took defendant's negotiable note for the amount of the balance as then agreed upon by the parties, and that the said note was given and received in full payment and satisfaction of said balance, such payment was an extinguishment of the right of Plffs. to maintain a Mechanics Lien, ^{and if the Jury must find a verdict which the Court qualified by adding the words as follows for def't.} "But if the Jury shall find that such note was not received in absolute payment and satisfaction but only on account of the indebtedness, then the plaintiff is entitled to recover the amt. thereof in this cause" which qualification the defendant excepted to.

Given as qualified

That whatever may have been the understanding

of the parties as to what buildings should be put up, prior to the contract, yet when the contract was made, the contract alone must govern as to the nature of the building to be erected. And if the Jury shall find that the double column was required by the terms of the contract, and was not added by any change in the plan subsequently adopted, then Plff. is not entitled to recover for it.

If the Jury shall find that there was an absolute payment of the balance, whether by note or otherwise, then such payment extinguished the lien. And although the note may have been sent to deft. yet this circumstance will not revive the right to maintain a Mechanics lien.

If the Jury shall find that under the contract the Plaintiff was required to put in the double pier, in order to make a complete performance of the job, they cannot allow any charge therefor as extra work.

Jury returned a verdict for Petitioners and assessed the amount due at \$3119. Whereupon the defendant entered motion for a new trial as follows.

In the Cook Co. Cir. Ct.

April Term 1859

Architectural Iron Works

vs

John Link

Mech Lien

Defendant by Arthur W.

Windett his Attorney moves the Court for a new trial upon the grounds & reasons following viz.

- 1 The Court erred in admitting the contract offered under the Pet. in evidence.
- 2 In permitting Complt. to amend Petition upon trial.
- 3 In giving Complt's instructions to the jury.
- 4 The verdict was against the whole evidence in the case and was without evidence.
- 5 The Court erred in not allowing defts Motion to exclude the Complt's. evidence from the jury.

63.

Arthur W. Windett

May 18/57

for deft.

Which the Court overruled and rendered judgment for Petitioners, and to the ruling of the Court in refusing to grant defendant a new trial, and in giving judgment for Petitioners against defendant, defendant then and there excepted and prayed an appeal and that the Court sign and seal this his Bill of Exceptions, which is accordingly done

In witness whereof the Judge of said Court hath hereunto set his hand and seal on this 25th day of May A.D. 1859

George Manierre seal
Judge of 7th Judicial Circuit
Illinois

And heretofore to wit: on the 21st day of May A.D. 1859 the said defendant filed in said Court his certain appeal bond in the words and figures following, to wit:

(over)

Appeal Bond.

641.

Know all men by these presents that we John Lusk and George D. Abbey of the County of Cook and State of Illinois are held and firmly bound unto the Architectural Iron Works of the City County and State of New York in the Sum of Six thousand Two Hundred and thirty Eight Dollars. for the payment of which well and truly to be made we bind ourselves our heirs executors, administrators & assigns jointly and severally by these Presents, Witness our hands and seals this twenty first day of May 1859.

The condition of the above obligation is such that whereas the said Architectural Iron works did on the eighteenth day of May in the year of our Lord one thousand Eight hundred and fifty nine recover in the Cook County Circuit Court at the April Term thereof in the year of our Lord one thousand eight hundred and fifty nine a judgment and decree against the said John Lusk for the sum of three thousand one hundred and nineteen Dollars besides costs of suit, from which said judgment and decree the said John Lusk hath prayed for and obtained an appeal to the Supreme Court of the State of Illinois

65.

Now therefore if the said John Lusk shall well and truly prosecute his said appeal with effect and moreover pay the amount of the judgment costs, interest and damages rendered or to be rendered against him in case the said judgment shall be affirmed in the said Supreme Court, then the above obligation shall be void otherwise it shall remain in and be of full force and effect.

In testimony whereof the said parties have hereunto set their hands and seals this 21st day of May A.D. 1889.

Taken and approved
by me in open Court
this 21st day of May A.D. 1889

John Lusk *Seal*
Geo. J. Abbey *Seal*

I, WILLIAM L. CHURCH, Clerk of the Circuit Court of Cook County, in the State aforesaid, do hereby certify the above and foregoing, to be a true, perfect and complete copy of the original writ, pleading, proceedings had and return of record Bill of Exceptions & appeal bond in a certain cause lastly pending in said Court on the Common Law side thereof, wherein The Architectural Iron Works is Plaintiff and John Lusk is Defendant.

In Witness Whereof, I have hereunto set my hand, and affixed the Seal of said Court at Chicago, this Fifteenth day of March A. D. 1890.

Wm L Church Clerk.

Dec 19 50

66p

274621

Sub. Ch. Ch. L. 1860
John Link

4

Architectural & Iron Work,

Link



19 50

66. In the Supreme Court of the State
of Illinois.

Third Grand Division.

April Term A.D. 1860.

John Link

The Architectural Iron Works,

Appel from the Cook County
Circuit Court.

And now comes the said Appellant
and Plaintiff in Error John Link
by Arthur H. Wendt his Attorney,
and says that on the record
of proceedings and on the
Judgment of said Cook County
Circuit Court, there are
divers great and manifest
Errors, in this, to-wit:

- 1 The Court erred in allowing
the Complainants below on the
trial of this case, to offer in Evidence
and to give to the jury, the written
Contract set forth in the Bill of
Exceptions.
- 2 The Court erred in permitting
the Complainants below to demand

67. their Petition during and upon
the trial of the case by changing
"Delivered" to the word "Shipped"
in that clause of the Petition
which asserted, that by the
"turning of said contract the
"abuse of said Iron works was
"to be "delivered" to said sink
at New York".

3. The Court erred in denying
the request of said respondents
made during said trial, and
in consequence of said order al-
lowing said amendment to
be made, that the Court would
continue the case - and the
said trial thereon - on the ground
that by said amendment the trial
dependent was taken of surprise.

4. The said Court erred in allowing
the Deposition of Emory B. Morse,
and Henry M. Bailey to be
read to the jury as evidence
upon the trial of said case.

5. The Court erred in denying the
Motion made by said respondents
upon said trial to strike out the
abuse evidence offered by the

68
Employments, and to withdraw
the same from the jury.

6 The Court erred in
allowing the Amendment
as mentioned in and heard
the made said Employment,
whereby the word "Twenty" was
inserted making "Twenty Six" in-
stead of "Six"

7 The Court erred in giving each
and all of the Instructions which
were asked by the Employment
below, and given for them
upon the trial of said cases,
to the jury.

8 The Court erred in refusing
to give the Second Instruction
in the part of the defendant
as asked for by him - and
in giving the qualification
thereto added -

9 The Court erred in refusing
to grant the said defendant
a new trial upon his motion
therefor - and in overruling
the same - as shown by the
Bill of Exceptions -

69.

- 10 The Court erred in rendering judgment for the said complainants, and against the said Defendant.
- 11 The Court erred in decreeing that said complainants should have a Mechanic's Lien upon the Premises described in the Petition.
- 12 The Court erred in ordering that said Premises be sold to pay said judgment & costs - that said Land should be without redemption - and a bar as against the said Defendant - his personal representatives and assigns - and that the said Land his personal representatives and assigns should be forever barred from having or maintaining any claim against the said Premises.
13. And that there were divers other great and manifest errors, Mistakes, and Misprisions in the said Record of proceedings and in the said judgment.

and laws in its order, and
 rulings therein. Wherefore,
 the said Appellant prays,
 that said judgment be
 reversed and in all things
 set aside, and held for
 naught, and is intimated.
 And that his costs in this behalf
 be adjudged to him -

Attorney G. Winchell
 Solicitor, and of counsel
 with said appellant.

April 16, 1860.

And now come the said Appellees the
 Architectural Iron Works, by George
 A. Angell, their Solicitor, and
 say, that, in said Record of Proceedings
 and judgment and on the said
 judgment there is no error;
 and prays that said judgment
 and decree of the said Court
 be affirmed, and that they be
 affirmed.

April 17, 1860.

302

Sap. Cont.

3^d. D.

John Link Apr. 7. 1860.

4

Architectural Iron Work,

Recd.

ap. ignominia Emu.

Filed April 19. 1860

L. Leland
Clerk