

No. 14524

Supreme Court of Illinois

Pierce

vs.

Brewster

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division

No. 103

Pierce
H. - 30
Op. 1866

14524

103-40

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IN THE
SUPREME COURT
OF ILLINOIS:

Third Grand Division--April Term, A. D. 1863.

WILLIAM P. PIERCE, SOLOMON K. HOWE, SIMON JONES,
GEORGE ROUNDS, GUSTAVUS JACKSON, THOMAS C.
STEARNS and HENRY ADAMS, *Appellants*,

vs.

JOHN K. BREWSTER, DANIEL S. BREWSTER, JOHN A.
CLARK, JAMES MITCHELL, HOLDEN PUTNAM, RODER-
ICK RICHARDSON and JOHN A. PAGE, *Appellees*.

ABSTRACT OF RECORD--- Creditors' Bill.

E. S. SMITH, *Solicitor for Complainants*.

L. L. Leland
Clirk

CHICAGO:

PRINTED BY BEACH & BARNARD, 14 SOUTH CLARK ST.

1863.

Filed Feb 13th 1863

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1863.

ABSTRACT OF RECORD.

UNITED STATES OF AMERICA, }
STATE OF ILLINOIS, } ss. R. p. 1
Stephenson County.

Pleas before the Hon Benjamin R. Sheldon, Judge of the Fourteenth Judicial Circuit of the State of Illinois, began and held at the court house, in the city of Freeport, on the 6th day of September, A. D. 1858.

Present—Hon. Benjamin R. Sheldon, Judge.
Urban D. Meacham, States Attorney.
John Wilson Shaffer, Sheriff.
Luther W. Guiteau, Clerk.

Bill filed April 30, 1858, and states— 3

That complainants recovered a judgment in the United States Circuit Court for the 7th Circuit and Northern District of Illinois, against John K. Brewster, one of the defendants in this suit, in the March Term, A. D. 1858, of said Court, for the sum of five hundred and ninety-four dollars and thirty-seven cents. (Folios 1, 4).

That execution was issued on said judgment and returned wholly unsatisfied. (Folios 4, 8). 4

That on or about Nov. 4, A. D. 1857, said defendant John K. Brewster made a pretended assignment for the benefit of creditors, to Daniel S. Brewster and John A. Clark; that said assignment authorizes the said assignees to sell the property and effects assigned, upon a credit, and was fraudulent and void. (Folio 19, 21) 8 9

- That defendants, by collusion, pretend that James Mitchell & Co. filed, in the Circuit Court of Winnebago County, Illinois, their bill against said defendants, Daniel S. Brewster and John A. Clark, praying the appointment of a Receiver to carry out the trusts created by said assignment, and that James Mitchell was appointed such Receiver and accepted said office; that before the filing of said bill by James Mitchell & Co., they were aware that suits had been already commenced to set aside said assignment, and to appoint a Receiver of the property, effects, &c., of John K. Brewster. And that said bill of Mitchell & Co., was filed for the purpose of placing said property and effects beyond the reach of complainants herein, and of defeating the suits then pending as aforesaid or which might be instituted; that in company with said Mitchell & Co., said assignees went to Winnebago Co., Illinois, and procured the removal of said Clark and Daniel S. Brewster as assignees, and the appointment of said James Mitchell to carry out the assignment. (Folios 22, 29).
- 10
- 15 Prayer, that defendants be decreed to pay complainants; that the assignment be set aside and the property applied in satisfaction of complainants' judgment; that a Receiver be
- 16 appointed, and for other relief; that a writ of injunction issue, and also a writ of summons. (Folio 43, 50)
- 21 Summons served on all defendants, except Roderick Richardson and John A. Page, on May 11th, 1858. (Folio 57).
- 21, 22 Affidavit of non-residence of defendants, Roderick Richardson and John A. Page, Filed May 17, 1858. (Folios 58, 59).
- 23, 24 Notice to Richardson and Page, and affidavit of publication of same, filed September 30, 1858. (Folios 60, 64).
- 25 Appearance of defendants by John A. Clark. Order to file defendants' answers by the 10th of November next. (Folio 65).

The answer of James Mitchell, Holden Putnam, John A. Clark and Daniel S. Brewster, four of the-Defendants: 27

Admits the recovery of judgment, issuing and return of execution unsatisfied, as alleged in complainants' bill.)Folios 67 and 68).

Admits that defendant, John K. Brewster, did make an assignment on the 4th day of November, 1857, to Daniel S. Brewster and John A. Clark, and that said assignment authorized said assignees to sell the property assigned upon a credit, and refers to copy of said assignment, attached to answer, and marked "Exhibit A." (Folio 73). 29

Avers, that on the 27th day of January, 1858, said assignment was amended so that the property assigned should not be sold upon credit, and refers to copy of said amendment, attached to answer, marked "Exhibit B." Avers also that the said assignment was not fraudulent, but made in good faith. (Folios 74, 75).

Admits proceedings in Winnebago County Circuit Court; and that they have been informed of the commencement of suits in some court, in Chicago, to set aside said assignment. 30
Deny collusion, but admit that John A. Clark and Daniel S.

"same, either at public or private sale, to such person, or
 "persons, for such prices and on such terms and conditions,
 "and *either for cash or upon credit*, as in their judgment may
 "appear best and most for the interest of the parties con-
 "cerned." (Folio 88).

37, 38 Schedule of real estate assigned. (Folios 101, 109).

44, 47 List of notes, belonging to J. K. Brewster, embraced in said
 assignment. (Folio 110, 146).

Books of account, accounts and personal property assigned.
 (Folios 146, 147).

47, 48 Schedule of preferred debts of J. K. Brewster. Folios.
 148, 152).

49 Schedule of debts of the second class. (Folios 152, 153).

49, 50 Schedule of debts of the third class. (Folios 154, 157)

50, 51 Amendment to the assignment of November 4th, 1857,
 which was made on the 27th day of January, A. D. 1858, in
 the following words, to-wit:

" Filed, Dec. 6, 1858,

" L. W. GUTEAU, Clk." (Folios 158, 159).

Defendants, Roderick Richardson, John A. Page and John K. Brewster defaulted. (Folio 160). 51

General replications to answer of defendants, James Mitchell, Holden Putnam, John A. Clark and Daniel S. Brewster, Field December 10, 1858. (Folio 161, 163). 52 53

Leave given to amend the answer of defendants, April 6, 1861. 57

Complainants' bill taken *pro confesso* as to the defendants, Roderick Richardson, John A. Page and John K. Brewster. Complainants give in evidence the answer of defendants, James Mitchell, Holden Putnam, John A. Clark and Daniel S. Brewster, and the assignment of John K. Brewster, marked "Exhibit A," excluding the amendment, marked "Exhibit B," attached to said answer, and called as a witness the defendant, James Mitchell.—April 6, 1861. 61

Testimony of JAMES MITCHELL, Defendant :

I knew the defendants, John A. Clark and John K. Brewster. In February, A. D. 1858, I was appointed Receiver by the Circuit Court of Winnebago County, Illinois, and received from the assignees of John K. Brewster, John A. Clark and Daniel S. Brewster, a schedule of accounts, notes and books. The assignment of John K. Brewster was composed of notes and book accounts, and quit-claim deeds for certain real estate, a true list of which is attached to the assignment, and a true copy of which, and of the assignment, is attached to the answer herein.

Roderick Richardson and John A. Page.

Witness produces the original assignment of John K. Brewster to John A. Clark and Daniel S. Brewster, which complainants offer in evidence, said assignment being truly and correctly copied into, and made a part of, the answer of defendants, Mitchell, Putnam, Clark and Daniel S. Brewster, herein.

The complainants then asked the witness the following question, viz :

“Have any notes, accounts or property of defendant, John K. Brewster, come into your hands or possession, since the filing of the bill of complaint herein? Have any notes, accounts, or property of defendant, John K. Brewster, come into your hands or possession, since the filing of your answer herein? Have you received any rents on account of any of the property of John K. Brewster, controlled by you as Receiver, or otherwise, since the filing of the bill of complaint herein?”

Which questions, respectively, the Court ruled to be improper, and refused to allow the same to be answered by the witness; and to which ruling of the Court, the complainants then and there excepted. The Court ruled that this witness, James Mitchell, should not be examined herein, save as to the defendants, other than the witness. To which ruling of the Court, the complainants then and there excepted.

Witness Testified : I have collected of these accounts and notes, about \$6,000—between \$5,000 and \$6,000—have disbursed out of the same for expenses, about \$2,500; besides, I have distributed, under the order of the Winnebago County

Circuit Court, as Receiver, to preferred creditors, 20 per cent. on the principal of their claims. The preferred creditors are mentioned in schedule attached to the assignment. There is still a balance in my hands, don't know how much, perhaps \$1,000 or more, (one thousand dollars) held on to for discharging the purposes of the trust, in me as Receiver. In February, A. D. 1858, and ever since, Daniel S. Brewster and John A. Clark lived in Freeport, Stephenson County, Illinois. (Folios 173, 178).

Defendants here admitted the insolvency of defendants, John W. Shaffer and Louis F. Burrell, as charged in the bill of complaint herein.

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Complainants then produced

JOHN A. CLARK, *who was sworn as a Witness,*

And Testified as follows, viz : I know defendant, James Mitchell. I was an assignee, appointed by John K. Brewster. I know nothing of defendant, Mitchell, receiving anything as Receiver, save what he himself tells me. He (Mitchell) has told me that he rented the Brewster House, conveyed to him as Receiver, for some time past at \$1,000 per annum. Store part of the House is different. The Brewster House has not rented at \$1,000 all the time since the assignment of John K. Brewster was made—part of the time since it was not rented—when rented it was at \$1,000 per annum. May have told me that he rented one at \$300 and one at \$600. The \$600, for the Hyde store, under the Brewster House. The Hyde store has been occupied all the time. The little store has not. Daniel S. Brewster was in Rockford, (Winnebago County) when the Receiver was appointed. Don't know who was Brewster's counsel at the time. Sweet filed the bill. Brewster lived at Freeport, Stephenson Co., Illinois, before and ever since the bill filed herein. I don't know about rents, only what Mitchell has told me, and it is most likely that he has told me all about receiving rents. (Folios 178, 181).

Complainants then produced

JOHN K. BREWSTER, *who was sworn as a Witness,*

And Testified as follows, viz: I was not in Winnebago County when Mitchell was appointed Receiver. Daniel S. Brewster is my brother. I can't tell when the indebtedness, mentioned in the bill of complaint herein, accrued to complainants. Defendant, Holden Putnam, is security for Mitchell as Receiver. Putnam is, and for five years past has been, Mitchell's partner in business. (Folio 181, 182).

64 Defendants offered in evidence their answer herein, together with an instrument attached thereto, marked "Exhibit B," purporting to be an amendment or addition to an assignment made by John K. Brewster, to which complainants objected; but the Court allowed the same to be given in evidence, to which the complainants then and there excepted. Defendants offered in evidence the amendment of the assignment, a copy of which is attached to defendants' answer, marked "Exhibit B," and proved the execution thereof by John K. Brewster, John A. Clark and Daniel S. Brewster. (Folios 182, 183).

Defendants then offered in evidence what purports to be an order of the Winnebago County Court, made at its September Term A. D. 1860, in the words and figures following, viz:

State of Illinois, Winnebago County. In the Circuit Court of Winnebago County, of the February Term, A. D. 1858—In Chancery:

JAMES MITCHELL, HOLDEN PUTNAM, RODER-
ICK RICHARDSON and JOHN A. PAGE,

Vs.

JOHN A. CLARK and DANIEL S. BREWSTER.

Now, at this day, came on to be heard the motion of the

complainants, by Sweet, their solicitor, to appoint a Receiver of the estate, lands, tenements, goods, chattels, rights, credits, books of account, bonds, bills, dues, demands, notes, judgments, and other evidences of indebtedness, assigned and sold by John K. Brewster to the said defendants, in trust for the uses and purposes therein mentioned in a certain deed of assignment made and executed by the said John K. Brewster to the said defendants, on the fourth day of November, A. D. 1857, and the defendants appearing by Jason Marsh, their solicitor, and upon reading the bill of complaint filed in this cause, and the affidavits of James Mitchell and John W. Shaffer, to said bill attached, and it also appearing to the Court that the said defendants were duly served with notice of said application, and after hearing the argument of counsel, on motion of Sweet, of counsel for the complainants, it is ordered, adjudged and decreed, that James Mitchell be appointed, and he is hereby appointed, to receive all the goods, chattels, lands, tenements, rights, credits, dues, demands, notes, bonds, bills, judgments, books of account and other evidences of indebtedness, sold, conveyed and assigned, as is in said bill of complaint set forth, stated and charged, by the said John K. Brewster, to the said defendants. And it is further ordered by the Court, that the said defendants do assign and transfer the said trust estate vested in them, by the said deed of assignment in the said bill of complaint set forth, to the said James Mitchell. And it is further ordered by the Court, the said James Mitchell shall proceed to dispose of the said trust estates, and apply the proceeds thereof in the manner and to the persons and for the purposes as set forth in the said deed of assignment, which said deed of assignment is set forth in the said bill of complaint filed in this cause. And it is further ordered by the Court, that before the said James Mitchell shall enter upon the performance of the duties of his said office of Receiver, to which he is hereby appointed, shall enter into bond to the people of the State of Illinois, for the use of all persons that may be interested, with Holden Putnam, his sureties to be approved by the Mas-

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ter of this Court, in the sum of ten thousand dollars, conditioned for the faithful performance of his said duties as Receiver, and for the faithful application of all the estate, lands, tenements, rights, credits, notes, book accounts, bonds, bills, and other evidences of indebtedness, according to the uses and trusts created by the said deed of assignment.

BENJ. R. SHELDON.

Filed, February 2, 1858,

M. B. DERRICK, Clk.

(Folios 184, 188).

And also the papers in the suit of James Mitchell et. al. v. John A. Clark et. al., of the February Term, A. D. 1858, of the Winnebago County Circuit Court.

- 66 The bill in said suit of James Mitchell et. al. v. John A.
Clark et al., sets up that John K. Brewster, defendant herein,
66 was indebted on the 14th day of October, 1857, to the com-
plainants in said bill, to-wit: James Mitchell, Holden Put-
nam, Roderick Richardson and John A. Page in the sum of
\$8,141.41, on seven promissory notes therein described,
bearing interest at ten per cent. per annum; that on the 4th
day of November, 1857, said Brewster was indebted to di-
vers other persons in about the sum of \$90,000; that on said
4th day of November, 1857, said Brewster made an assign-
67 ment to John A. Clark and Daniel S. Brewster of all his
property, &c., for benefit of creditors; that said Daniel S.
Brewster and Clark accepted and entered on their duties as
assignees; that the value of the notes, books of account and
other evidences of indebtedness assigned thereby, amount to
about \$8,000, most of which were collectable; that the real
68 estate assigned is so encumbered that complainants' only
source of collecting their debt is from the proceeds of said
notes, accounts, &c.; that said assignees have wholly neg-
lected to make any effort to collect said notes, accounts, &c.;
that they are so engaged in their own business, that they
have no time to attend to the execution of the trust devolved
on them by said assignment and refuse to do anything there-
in; and that unless a proper Receiver is appointed, said com-

plainants and other creditors of said John K. Brewster will receive little or no benefit from the assigned property ; that complainants are remediless at law, and pray that a Receiver be appointed to whom said assignees may be required to deliver over the assigned property, &c. (Folios 189, 209). 69 70

Affidavit of James Mitchell as to truth of statements in bill. (Folios 210, 211). 71

Affidavit of John W. Shaffer to same effect. (Folios 212, 214). 72

Copy of J. K. Brewster's assignment of November 4, 1857, 73, 90 and schedule of assets and liabilities, attached thereto, referred to in bill. (Folios 214, 286).

Certificate of filing and recording said assignment in Stephenson County, Illinois. (Folio 286). 90

Notice to Clark and D. S. Brewster of complainants' intention to apply for a Receiver. (Folios 287, 288). 91

December 10, 1862, ordered that bill of William P. Pierce and others v. John K. Brewster and others, be dismissed at plaintiffs' cost, and that complainants have leave to appeal on filing bond in sum of \$400, with Ezekiel S. Smith as surety, in forty days from date of entry of said order. 95

Copy of bond, filed December 29, 1862. 97

Plaintiff's bill of costs. 98

Defendants' bill of costs. 99

Certificate of complete record.

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION,

APRIL TERM THEREOF, A. D. 1883,

WILLIAM P. PIERCE

vs.

JOHN K. BREWSTER *et al.*

} *Appeal from Stephenson.*

BRIEF FOR APPELLEES.

I.

By the amendment, executed prior to appellants judgment, the original assignment was made good. (*Conklin vs. Carson*, 11 Ill. 508; 15 Johns. 571; 1 Johns. C. R. 261; *Hone vs. Woolsey*, 2 Edward's C. R. 289.) It is contended that in *Conklin vs. Carson* the creditors were direct parties to the agreement. But only a portion of them, ten out of eighteen, were parties.

It is also said that in *Hone vs. Woolsey*, the assignees re-assigned the property to the debtors, who made a new assignment to the same persons. How could they do this, if the doctrine set up by appellant is correct? What is the difference between this and a modification of the assignment, as in the case at bar? I am unable to perceive any. Neither could the Court in *Hone vs. Woolsey*; they say (p. 292): "If the first instrument were capable of confirmation, then no matter in what form it may have been done, whether by conveyance back to the assignors and a re-assignment to them, or by an instrument reiterating the trusts, and dispensing with the conditions upon which they were to take effect."

II.

Appellant assumes it is conclusively settled in 24 Ill. 257, that a power to sell on credit avoids an assignment, and no argument necessary on that point.

It is equally well settled, in *Sackett vs. Mansfield*, 26 Ill. 24, that a power to sell at public or private sale is good; that a certain amount of discretion is necessarily granted to the assignee; his judgment must be exercised, and the execution of all such trusts are under the control of a Court of Chancery, which will compel the assignee to use reasonable diligence in converting the property into money. The case of *Kellogg vs. Slauson*, 1 Kernan, 302, which this Court there cite, and say no subse-

Hill on Trustees
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quent decision has disturbed, decides that a clause leaving "the terms and conditions of sale" in the discretion of the assignee is unobjectionable.

The cases referred to by appellant held that the objectionable language might in those cases be construed to authorize a sale on credit. Here the amendment provides expressly against it.

III.

It is said the assignment directs the payment of a reasonable counsel fee, in addition to the commissions paid to assignee. The clause (Record p. 34,) authorizes assignees to *employ* one or more agents, attorney, &c. The cause for invalidating the assignment in *Nichols vs. McEwen*, 17 N. Y. 22, cited by appellant, was on account of the trust in favor of the assignee for the payment to *him* (a counsellor at law) of a reasonable counsel fee.

IV.

It is insisted the Court erred in refusing to permit defendant Mitchell to be examined as a witness except as to defendants other than himself.

Appellant admits this was in conformity to the rule prevailing in Courts of Equity in this country and England, prior to 1842; but insists that, as the rule has been modified in England by statute, and also in some of the States, therefore this Court should be governed by the modification.

It is supposed that the common law prevails yet, unless changed by our statute, and whatever may be thought of the propriety of modifying it, it is understood to devolve upon the legislature, (3 Scam. 305.) It is said Mitchell was not within the rule, because he was merely a trustee. But this is not so. Mitchell & Co. were parties to the suit as preferred creditors of Brewster, Mitchell being a member of the firm. (*Bradley vs. Root*, 5 Paige C. R. 638; 2 Daniels' Chanc. Prac. 1032.

Defendant, John K. Brewster, never appeared in the Court below, and does not appear here. It is conceived that some proof more than is here shown would be required to sustain a decree against him. There is no evidence he had any property that was not assigned.

I understand from counsel for appellant, that they do not rely on this point, taking the decree *pro confesso* as to him. It was not raised in the Court below.

F. C. INGALLS,

For Appellees.

CLARK, D. S. BREWSTER, MITCHELL,
PUTNAM, RICHARDSON and PAGE.

William P. Pierce

John K. Brewster
Chal

Brief for Defendants
 in Error

Filed April 27th 1883
L. Leland
Clerk

United States of America
State of Illinois
Stephenore J. J.

Please before the Hon Benjamin
R. Sheldon Judge of the Fourteenth Judicial
Circuit of the State of Illinois began and held
at the Court House in the City of Freeport on the
6th day of September A.D. 1858

Present Hon Benjamin R. Sheldon Judge
Urban & Meacham. State Attorneys
John Wilson Shaffer Sheriff
Luther H. Guiteaus Clerk

State of Illinois

Stephens County

3
Stephens County Court fourth
of the September Term ad. 1858
to the Judge of said Court in Chancery

sitting, Your Orators William P. Pierce, Solomon C. Home, Simon Jones, George Brown, Gustavus Jackson, Thomas B. Stearns, Henry Adams of the City of Boston in the State of Massachusetts being this their Bill against John K. Remter, Daniel S. Remter, John H. Clarke, James Mitchell, Holden Putnam, Roswell Richardson & John A. Page. And therefore your Orators complain and say that heretofore to wit in the term of March in the year of our Lord One Thousand Eight Hundred and fifty eight in the Court fourth of the United States for the 7th Circuit & Eastern District of Illinois by the consideration and judgment of said Court your Orators recovered against John K. Remter, John H. Shaffer & Louis B. Russell said John K. Remter being one of the Defendants in this suit the sum of Five Hundred & Twenty four Dollars and thirty seven cents for the damages which they had sustained as well by reason of the nonperformance of certain promises & undertakings as for the costs and charges of your Orators by them about their suit in that behalf expended which were adjudged to your Orators on and by the said Court whereof the said John K. Remter Defendant herein the said Louis B. Russell & John H. Shaffer were convicted as by the record of the said judgment in the Office of the Clerk of said Court reference being thereto had and to which greater certainties your Orators pray leave to refer more fully and at large appear.

And your Orators further shew unto your Honor that the said judgment so recovered in manner aforesaid remaining in full force and effect and the costs & damages aforesaid unpaid and unsatisfied your Orators on or about the seventeenth day of

March in the year of Our Lord One Thousand Eight Hundred and
fifty eight for the purpose of obtaining satisfaction of the said
Judgment sued and prosecuted on of the said Court a Writ of the
Process called a *Fieri Facias* directed to the United States Marshal
of said District that being the Decree which said Defendants
received at the time of the issuing of said Writ. By which
said Writ the said Marshal was commanded that of the
chattels lands and tenements of John K. Bremer. John W.
Shaffer. Louis J. Russell Defendants in your District
your cause to be made the sum of Five Hundred & Ninety four
Dollars & Thirty seven cents which your Oritors in the said
Court recovered against the said Defendants John K. Bremer
& the said John W. Shaffer & Louis J. Russell as aforesaid and
that he should have the money at the Clerk's Office of said
Court at Chicago in said District in Ninety days from the date
thereof to satisfy the Judgment so recovered by your Oritors
as aforesaid. and that he should have then and there that Writ.

And your Oritors further shew unto your Honor that the said
Writ of *Fieri Facias* before the delivery thereof to the said
Marshal was duly entered. and was afterwards and more about
the fifteenth day of March in the year of Our Lord One Thousand
Eight Hundred and fifty eight delivered to the said Marshal to
be executed in due form of law.

And your Oritors further shew unto your Honor that the said
Marshal of said District aforesaid on the Seventeenth day of
March in the year of Our Lord One Thousand Eight Hundred and
fifty eight returned on the said Writ to him in that behalf
directed and delivered as aforesaid that he had made search
for property belonging to John K. Bremer. that he was unable
to find anything belonging to him upon which he might be
said Execution. Said Marshal therefore returned said Writ
wholly unsatisfied as by the said Writ of *Fieri Facias*

and the directions and the return of the said Marshal Enrolled thereon as aforesaid nor on file in the Office of the Clerk of the said Court will more fully appear and to which or to any thereof your Orators pray leave to refer.

And your Orators further shew unto your Honor that the said Judgment still remains in full force and effect not reversed or satisfied or otherwise vacated and that the said Defendant John McRiemer nor the said John W Shaffer Lewis & Russell nor either of said parties nor any one else in their behalf nor in behalf of either of them have not paid the same to your Orators but have hitherto wholly neglected and refused so to do.

And your Orators further shew unto your Honor that there is now actually and Equitably due to your Orators upon the aforesaid Judgment the sum of Seven hundred & twenty four Dollars & thirty seven cents together with the interest thereon from the Third day of March One thousand eight hundred and fifty eight over and above all claims of said Defendants by the way of set off or otherwise.

And your Orators further shew unto your Honor that said John W Shaffer Lewis & Russell have each been copartners of the said Defendant John McRiemer in the mercantile business at the City of New York in said firm of Stephens & Co. that the indebtedness upon which your Orators obtained their Judgment aforesaid arose during the continuance of said Copartnership. That after said said copartnership was dissolved and as your Orators are informed said Defendant John McRiemer assumed the payment of the debts of said firm. And your Orators as a further reason for not making the said Shaffer & Russell parties to this your Orators bill aver upon information & belief that they the said Shaffer & Russell & each of them are insolvent & wholly destitute of property subject to levy or sale upon Execution.

11 And your Orators further shew unto your Honor that on or about the
fourth day of November and before that time in the year of Our
Lord One Thousand Eight Hundred and fifty seven the said
Defendant John K. Bremner was engaged in the mercantile
business at the City of New York in said County. And that your
Orators are informed and believe that in the course of the
mercantile business of the said Defendant John K. Bremner
divers persons became indebted to him to a large amount and
12 that the said Defendant last named at the time of filing this
your Orators bill of complaint had debts due to him and for which
he holds divers securities and evidences to a large amount
and has divers goods wares and merchandise and other articles
of personal property which belong to him or in which he is in
some way or manner beneficially interested. And that he has
equitable interests and things in action of some nature or kind
which might and ought to be applied to the payment of
your Orators said Judgment against him the said Defendant
last named.

13 And your Orators also charge that the said Defendant John
K. Bremner is the owner of or in some way beneficially interested
in some real estate in this or some other State or some chattels
real of some name or kind or some contract or agreement relating
to real Estate or the rents issues and profits of some real Estate.
And also that the said Defendant last named is the owner
of or in some way beneficially interested in the stock of some
company incorporated or unincorporated or in the profits of some
company or copartnership. And also that he has in his possession
at the time of the filing of this your Orators bill of complaint
14 some money in coin or bank bills, or that he has money deposited
in some Bank or elsewhere to his credit or that he has money
or securities for the payment of money held by some other person

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 in such or otherwise for his benefit. And if the said Defendant
 John K. Remter has made any sale assignment or transfer of
 his property or effects or any part thereof your Orators expect
 change that they believe such sale assignment or transfer
 is merely colorable and made with a view of protecting the
 property or effects of said Defendant last named so assigned
 and placing the same beyond the reach of your Orators said
 judgment and enabling the said Defendant last named to
 control and enjoy the same and the avails thereof or to hinder and
 delay your Orators in the collection of their debt or in judgment
 as aforesaid. And that so it would appear if the said Defendant
 would state and set forth when and to whom such sale transfer
 or assignment was made. And what was the amount in value
 of the property or effects so sold assigned or transferred. and
 what were the terms upon which such sale transfer or assignment
 was made. and what disposition has been made of the property
 or effects so sold assigned or transferred and in whose possession
 the same now is. or what has been done with the avails thereof
 And your Orators claim a full and complete discovery of all
 such property effects and things in action belonging to the said
 Defendant John K. Remter. And of all trusts whereby any
 property debts or effects are held for the use or benefit of the
 said Defendant last named and of every sale assignment
 or transfer which the said Defendant last named has made of
 his property debts or other effects. and of the person or persons
 to whom such sale assignment or transfer has been made
 the amount and value of the property debts or other effects
 so sold assigned or transferred. And the terms and other conditions
 upon which such sale assignment or transfer was made and all
 the facts and circumstances relating thereto and particularly
 what is the situation of the property debts or other effects sold
 assigned or transferred at the time of filing this your Orators bill
 of Complaint

18 And your Orators further shew unto your Honor that they have reason to believe and do believe that the said Defendant last named has property and other Equitable interests things in action or effects of the value of more than One Hundred Dollars Exclusive of all prior first claims thereon. and which your Orators have been unable to reach by Execution on said Judgment against the said Defendant last named. And that this your Orators bill Complaint is not exhibited by collusion with the said Defendant or with any other person or for the purpose of protecting the property or effects of said Defendant John K. Remter against the claims of other creditors. but for the sole purpose of compelling payment and satisfaction of the Judgment as as aforesaid recovered by your Orators against the said Defendant.

19 And your Orators further shew unto your Honor that they are informed & believe that on or about the said 4th day of November AD 1854 the said Defendant John K. Remter made a pretended assignment of his property effects including both real & personal property & the goods wares & merchandise aforesaid & notes accounts as for the benefit of his creditors as he pretends to the said Daniel S. Remter who is a brother of the said John K. the said John H. Clark both of whom had formerly each been co-partners of the said John K. Remter. And your Orators charge that said pretended assignment authorizes the said assignees to sell the property effects so pretended to be assigned upon credit. that therein James Mitchell & Co. (hereinafter mentioned) are preferred creditors in certain pretended debts & demands to a large amount that they said James Mitchell & Co. at the same time held incumbrances to a large amount but to shew amount your Orators are not informed upon the property or as part of so pretended to be assigned. And your Orators further charge upon information & belief that said pretended assignment was made with intent to hinder delay or defraud your

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Orators or other creditors & is fraudulent & void as to your Orators

And your Orators further shew that the said Defendants colluding together to mong & injure your Orators in the premises pretend that the said James Mitchell Holden Putnam Richardson & John A. Page copartners in trade under the firm name of James Mitchell & Co aforesaid have filed in the Circuit Court for the County of Hennepago in said State of Illinois their Bill of Complaint upon the fancy and thereof against the said Defendants Daniel S. Bunker & John A. Farlow have prayed the appointment of a Receiver to take & carry on the trust created in & by said pretended assignment. And that upon a hearing of said Bill & petition James Mitchell (one of the Complainants in the Bill filed for that purpose) was appointed Receiver. & that he has entered upon said office.

Whereas your Orators upon information & belief charge the truth to be that before the filing of said Bill by James Mitchell in the said Circuit Court of Hennepago County the said Defendants therein or one of them knew or had reason to know that proceedings or suits were then pending in other Courts even another Court for the purpose of setting aside said pretended assignment & appointing a Receiver of the effects of said John S. Bunker & knowing or believing or hearing that your Orators or other Creditors had or were about to institute proceedings for the purpose of reaching the effects of the said John S. Bunker. that the said Defendants knew or some of them colluding together to place the effects of said John S. Bunker beyond the reach of your Orators or Creditors of said Bunker & to prevent them or some of them from collecting their debts against or to avoid or defeat the proceedings or suits then pending as aforesaid or which might be instituted against said John S. Bunker. And in furtherance of said purpose the said Defendants Daniel S. Bunker & John A. Clarke

pretended assignees as aforesaid or one of them with their Attorney or Solicitor or the Attorney or Solicitor of one of them went to the City of Valerius in said State of Illinois with the necessary papers or writings or parts of them ready prepared for the removal of them as assignees for the appointment of a Receiver or of the effect of the said John McDieter. The said James Mitchell & Co (as Complainants) in the Bill for that purpose & there upon they or one of them presented the same to the Honorable Judge Sheldon at Chambers who refused to act in the premises. where upon afterwards the said James Mitchell & Co filed their Bill of Complaint in the Circuit Court of Hennepago County as aforesaid. The said Attorney or Solicitor for the pretended assignees appearing as Solicitor for the Complainants therein. That the said pretended assignees or one of them went to said County of Hennepago & carried the papers process or parts of them for the purpose of being served in said cause therein. neither of the parties defendant to said Bill being residents of the said County of Hennepago: requested the Sheriff or the Officer who executed the process in said cause to serve them or them that they order might return by the next train. That upon the hearing in said cause the said Daniel S. Dieter & John H. Clarke (Defendants therein as aforesaid) made no defence thereto nor either of them nor objection to their removal altho they or one of them was in Rockford the County seat of said Hennepago County & in Court at the time of the hearing in said cause.

And your Orator upon information & belief further charges the matter to be That the Order of the said Circuit Court of Hennepago County removing the assignees appointing a receiver or as aforesaid all of the proceedings therein in the matter aforesaid were obtained by and the instance of the said James Mitchell & Co or by some of the members of said firm & by collusion by & between the

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Defendants herein or some of them on the the object purpose
of wronging, & injuring your Creditors in the premises or other
Creditors or of hindering, delaying or defrauding them or some of them
29 in the collection of their demands against the said John K. Remyer
or of placing the effects & of said Remyer beyond the reach of
your Creditors or other Creditors are fraudulent & void as to your
Creditors or should be set aside. And that also the same would appear
if all of the facts & circumstances thereof were fully discovered
to your Honor

30 And your Creditors well know that the said Defendant John K.
Remyer would have paid to your Creditors the amount due them on
said Judgment or would have applied for that purpose any protected
money debts or other Equitable interests or things in action belonging
to him or in which he is in any way interested as in Equity and
good conscience he ought to have done. But now so this may it
please your Honor that the said Defendant, combining, and
confederating together and with divers other persons to your Creditors
unknown but whose names when discovered they may may be
inserted herein with proper and authentic proofs to charge them, and
contriving how to injure and defraud your Creditors in the premises
neglect or refuse to pay the amounts so due to your Creditors on their
said Judgment or to apply for that purpose any protected money
debts or other Equitable interests or things in actions belonging to the
said Defendant John K. Remyer and for reasons whereof the said
31 Defendants set up a variety of unfounded pretences. All such
actings done, neglects and pretences are contrary to Equity and
good conscience and tend to the manifest wrong and injury of your
Creditors in the premises In tender consideration thereof and for as
much as your Creditors are remediless in the premises at hand by
the direct and strict rules of the Common Law and cannot have
adequate relief even in a Court of Equity where matters of this
and similar nature are properly cognizable and redressable
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To the end therefore that the said Defendants may if they can shew
why your Orators should not have the relief hereby prayed and may
upon their several and respective corporal oaths and according to the
best and utmost of their several and respective knowledge remem-
brance information and belief full true direct and perfect answer
make to all and singular the matters and things hereinbefore
and charged and particularly to each of the several interrogatories
hereinafter numbered and set forth as by the Note here under-
written they are required to answer. That is to say the said Defendants
may fully set forth and discover according to the best of their
knowledge remembrance information and belief the nature and
situation amount and value of all the properties interests and
effects of the said Defendant John B. Greener including all
things in action of whatever nature or kind in all the particulars
relating thereto And that they may answer and state whether at
the time of filing this your Orators bill of Complaint he the said
Defendant last named has not debts due to him to a considerable
amount and if so that they may state particularly the amount
of such debts respectively and from whom the same ^{are} due and
what security is held therefor And also that they may state which
and what amount of said debts are good and collectable. and
what amount bad doubtful. and whether at the time of filing
this your Orators Bill of Complaint he has not some properties
real or personal in law or Equity belonging to him or held in trust
for him or in which he has some beneficial interest of some kind
or description and if so that they may state and set forth a full
true and particular account thereof and the nature and value of
his interest therein And that they may also state whether he
has not money of some kind in his possession or under
control or deposited to his creditor for his use or in some
or manner held for his use and benefit And if so that they may
state and set forth particularly the amount thereof and how and

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36. by whom the same is held. and that they may also state whether he has any other Equitable interest or things in action or other means belonging to him or in which he is in any way interested where he could pay any part of the amount due as aforesaid due to you

Orators upon their said judgment against him the said Defendant John B. Premier. And if the said Defendant last named has made any sale assignment or transfer of his property and effects or any part thereof that then the said Defendants may state and set forth each for himself jointly or separately generally but not in items what property or effects have been so sold assigned or transferred and the value thereof and particularly when and to whom and for what purpose and upon what terms and conditions such sale assignment or transfer was made and what has been done under such sale assignment or transfer. and what has been done with the property or effects so sold assigned or transferred and the avails thereof. And that the said Defendants may specially state or set forth each for himself jointly or separately

37. 1st Whether said assignment does not authorize said assignees to dispose of the property so assigned upon credit. Whether James Mitchell & Co are not preferred creditors to a large amount or what amount. Whether said Premier was then indebted to James Mitchell & Co to what amount. How did it arise. if for money loaned or advanced what has become of what disbursement did said Premier make of it

38. 2nd Whether James Mitchell & Co held securities for the debts preferred them what kind. How much of the property assigned was encumbered the number of the encumbrances thereon. the kind of each or favors. What was the consideration paid for said encumbrances each of them. from whom did it come or what disbursement has said Premier made of said consideration or the avails thereof

39. 3rd Whether there was any agreement or plan or understanding between the Complainants or Defendants or said Bill of James Mitchell & Co or either or both of them by which they were to obtain the removal of

40 assignees - or to appoint James Mitchell Receiver. or what was it
 Whether it was not understood that said assignees should make
 default in said suit. whether said assignees did not know of other
 suits or suit pending for the purpose of getting aside said assignment
 appointing a Receiver or whether they had not been served on the
 process therein. Whether they or some of them did not believe
 that others were about to institute such proceedings
 or whether that was not the reason said proceedings were instituted
 by James Mitchell & Co. - or what other.

41 H¹ Whether the said assignees or one or which of them with an attorney
 did not go to Galena for the purpose hereinbefore charged. or what other
 which they or he or which did not carry therefor papers ready
 prepared. or what papers who were the parties therein mentioned
 or did not they or one of them which or their said attorney present
 or read the same to said Judge or offer to do. Whether said
 Attorney did not appear as Solicitor for Complainants in said
 Bill of James Mitchell & Co. Whether either or which of said
 Defendants received in Winnebago County. Was it not under-
 stood between the parties to said Bill or some of them before the
 42 cause was filed that said assignees would permit or would procure
 service to be made upon them or one of them in said County of
 Winnebago or how otherwise. Whether said assignees or one did
 not carry the process to an Officer for what purpose. did
 not they or one of them request or speak to the Sheriff of said
 County or some officer therein about their or his being served therein
 Whether either of said assignees made any defence in said
 cause or objection to their removal. or why did they or one of them
 43 not make some defence or objection thereto. Whether they
 or one or which of them was not in the Court House at the time
 the hearing in said cause
 And that the said Defendants or some of them may be decreed

to pay to your Orators the amount so as aforesaid due to them
 for principal and interest on their said judgment together
 with your Orators costs and charges in this behalf sustained
 And may be decreed to apply for that purpose any money or
 property real or personal in law or Equity debts choses in action
 or Equitable interests belonging to said Defendant John Mc
 Kenster or held in trust for him or in which he is in any
 way or manner beneficially interested. And that the said
 Defendants may be enjoined and restrained from selling
 assigning transferring delivering negotiating discharging receiving
 collecting incumbering or in any way or manner disposing of or
 intermeddling with any debts or demands due to said John Mc
 Kenster or any bills bonds notes drafts checks book accounts
 mortgages judgments or other debts due to him whether in
 his possession or held by some other person in trust for him or
 to his use or benefit. And also from selling assigning transferring
 or in any manner incumbering or disposing of or intermeddling
 with any money in coin bank bills drafts or checks belonging
 to him whether in his possession or held by any person in
 trust for him use or benefit or any stocks or interest in any
 private or incorporated company or any property real or per-
 sonal things in action or chattels real held by them or by any
 other person for him or in which he has any interest whatever
 except when such trust has been created by or the funds so held in
 trust has proceeded from some person other than the said Defendant
 John Mc Kenster. And that all of the proceedings of the
 Circuit Court of Hennepago County in the matter aforesaid
 be adjudged and decreed null void as to your Orators that the
 same may be set aside & the property & effects of said John Mc
 Kenster may be subjected to the payment of your Orators
 said judgment that for that purpose the said pretended assignment
 may in like manner be decreed fraudulent void & may be set
 aside as to your Orators.

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And that the said Defendant last named may also be in like manner prohibited from making any assignment of his property and from conferring any judgment for the purpose of giving preference to any other creditor over your Orators and from doing any other act to enable other creditors to obtain his property. And that a receiver may be appointed according to the course of practice in this Court and in the usual manner of receivers in like cases of all the property Equitable interests things in action and effects of the said Defendant John H. Remter. And that your Orators have such further or such other relief in the premises as the nature of their case shall require and as shall be agreeable to Equity and good conscience

May it please your Honor to grant unto your Orators the People's Writ of Injunction issuing out of and under the seal of this Honorable Court to be directed to the said Defendant and to their Counsellors Attorneys Solicitors Executors and Agents therein and thereby commanding and strictly enjoining the said Defendants and the persons before mentioned in manner aforesaid. And may it please your Honor to grant unto your Orators the People's Writ of Summons issuing out of and under the seal of this Honorable Court to be directed to the said Defendants John H. Remter. Daniel Remter. John H. Clark. James Mitchell Holden Putnam Rosewell Richardson and John A.

Page therein and thereby commanding them and each of them on a certain day and under a certain penalty to be therein incited that they personally be and appear before the Judge of the Circuit Court of Stephens County at the Courtroom in Cheektown then and there to answer all and singular the premises and to stand to and abide by and perform such order and decree therein as to your Honor shall seem agreeable to Equity and good conscience And your Orators will ever pray &c

William P Price Solomon H Home

Smith & Demery

Comblts Solrs

E. McDemery

of Counsel

Simon Jones George Rimmer

Eustace Jackson Thomas O'Stearns

Henry Adams By

E. McDemery their atty in fact

Comblts

State of Illinois

Cook County

51 On this 26th day of April One Thousand Eight Hundred and fifty eight personally came before me
 Edward McDemery who being duly sworn saith that he is
 agent for said Complainants for the purpose of collecting the
 demands described in the foregoing Bill that the said Complainants
 are all non residents of this State as he verily believes and none of them
 are now therein - to the knowledge or belief of deponent that he has

read the foregoing Bill of Complaint and know the contents thereof
 and that the same is true of his own knowledge except as to the
 matters and things therein stated upon information and belief
 and as to these matters believes it to be true

Subscribed & sworn to before me

E. McDemery

this 26th day of April A.D. 1858

In Witness Whereof I have hereunto

set my hand & the Seal of the Circuit

Court of Cook County at Chicago the

day & year above written

J. M. L. Church Clerk for the Court

Filed April 30th 1858

L. W. Guilford Clerk

19

State of Illinois } In the Circuit Court of Stephenson
 Stephenson County } 3 Comrs of the September Term
 A.D. 1858

William P. Pierce. Solomon H. Home
 Simon Jones. George Rouns
 Gustavus Jackson Thomas C. Stearns
 and Henry Adams
 &c.

John H. Bremer. Daniel S. Bremer
 John H. Clark. James Mitchell
 Herman Pulnam Rouse H.
 Richardson & John A. Page

Bond for costs

I do hereby enter myself
 securities 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 30th day of April A.D. 1858.

Hiram Right

Filed April 30th 1858

L. B. Gentry Clerk

By W. H. Barry Deft

State of Illinois } In the Circuit Court of Stephenson
 Stephenson County } 3 Comrs of the September Term A.D.
 1858

William P. Pierce. Solomon H. Home
 Simon Jones. George Rouns Gustavus
 Jackson Thomas C. Stearns and Henry
 Adams

Chancery

&c.

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John K. Brewster. Daniel S.
Brewster. John A. Clark
James Mitchell Holden Putnam
Renee K. Richardson & John A. Page

55 Upon filing the accompanying Bill & Bond the Clerk
of the Court will please issue a Summons on the above
cause returnable according to Law

To L. W. Guiteau Clerk & Smith, Denney & Wright

April 20th 1858

Clerk for Complete

Filed April 20th 1858

L. W. Guiteau Clerk

State of Illinois

56 Stephenson County. } The People of the State of
Illinois to the Sheriff of said County Greeting, We command
you that you summon John K. Brewster. Daniel S. Brewster
John A. Clark. James Mitchell Holden Putnam Renee K.
Richardson & John A. Page if they shall be found in your
County personally to be and appear before the Circuit Court
of Stephenson County on the first day of the next term
thereof to be holden at the Court House in Freeport in said
County on the first Monday of September next to answer
unto William D. Pierce Solomon H. Home. Simon Jones. George
Rennet Gustavus Jackson. Thomas C. Stearns & Henry Adams
in their certain Creditors bill of Complaint filed on the said
Court on the Chancery side thereof And have you then and there
this writ with an endorsement thereon in such manner
you shall have executed the same

57 Wm. L. Guiteau Clerk of said
Court and the Seal thereof at Freeport in said

Seal

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County this 30th day of April A.D. 1858.

Lt. Gentry & Clerk

Served the within Summons by reading same to and leaving a true copy of it with the within named James Mitchell, John B. Bremeter, Daniel B. Bremeter, John A. Clark, Herolen Putnam & John A. Page this 11th day of May 1858 the within named Roseneo Richardson not found in my County

J. W. Schaffer Sheriff
per W. A. Youngman Deputy

Fee Service to	2.00
Mileage	2.00
Return	10
Copies to	2.00
	\$ 8.10

State of Illinois In the Circuit Court of Stephenson
Stephenson County vs County of the September Term
A.D. 1858

William P. Pierce, Solomon H. Horne
Simon Jones George Round
Gustavus Jackson, Thomas B. Stearns
and Henry Adams

vs.
John B. Bremeter, Daniel B. Bremeter
John A. Clark, James Mitchell
Herolen Putnam Roseneo
Richardson & John A. Page

Chancery

State of Illinois Stephenson County vs Hiram Bright of
lawful age and of the County of Stephenson being first
duly sworn according to law do the depose and say that

Rosevelt Richardson and John A Page two of the above
 named Defendants are not residents of the State of Illinois
 and further this document shall not
 be entered or subscribed before me
 this 17th day of May, A.D. 1858
 L. W. Guiteau Clerk

Wm. H. Rugh

Filed May 17 1858
 L. W. Guiteau Clerk

Chancery Notice

In the Circuit Court of Stephenson County of the September Term 1858
State of Illinois

Stephenson County

William D. Pierce. Solomon H. Horner
Simon Jones. George Bonds. Gustavus
Jackson. Thomas C. Stearns and
Henry Adams

vs.

John K. Bremer. Daniel S. Bremer

John A. Clark. James Mitchell

Holven Putnam. Rosue Richardson

and John A. Page

Affidavit of the nonresidence

of the above named Rosue Richardson and John A. Page two of the above
named defendants having been filed in the Office of the Clerk of the said
Circuit Court of Stephenson County Notice is hereby given to them the said
Rosue Richardson and John A. Page that William D. Pierce Solomon
H. Horner. Simon Jones. George Bonds. Gustavus Jackson. Thomas C. Stearns
and Henry Adams the complainants filed their Bill in said Court
on the Chancery side thereof on the 30th day of April A.D. 1858 and that
a Summons thereon issued in the said Court against said Defendants
Rosue Richardson. John A. Page. John K. Bremer. Daniel S. Bremer
John A. Clark. James Mitchell and Holven Putnam returnable
on the first Monday of September next A.D. 1858 as is by law required

Now unless you the said Rosue Richardson and John A. Page
shall personally be and appear before the said Circuit Court of
Stephenson County on the first day of the next term thereof to be held
at the Court House in Freeport in said County on the first Monday of
September A.D. 1858 and plead answer or demur to the said Bill of
Complaint the cause and the matter therein charged and stated will be
taken as confessed and a decree entered against you the said Rosue
Richardson and John A. Page according to the prayer of said Bill

H. Rugh

L. W. Guiteau Clerk

Complainant, Solicitor

63 J. J. Scroggs one of the publishers of the Freeport Weekly Bulletin a newspaper published in the City and Freeport Stephens Co. Md. do hereby certify that the affixed Chauncery Notice has been published for four successive weeks in said paper the first insertion being on the 20th day of May A.D. 1858 and the last on the 10th day of June A.D. 1858 for which we charge Six Dollars

J. J. Scroggs

64 Received Freeport June 30th 1858 of H. Rugh Esq. Six Dollars in full for publishing the annexed advertisement four times in the Freeport Weekly Bulletin

J. J. Scroggs

Filed Sept 20th 1858

L. W. Guiteau Clerk.

And after said term on the 20th day of September A.D. 1858
 it being one of the days of the aforesaid term of the September
 term, be it further ordered that the following entries be made as appears
 of Court records to wit

Ch 36. William P. Pierce Etal

v.

John McRae Etal

Creditors Bill

And

Now at this day came the said

Complainants by their Solicitor and also came the said
 Defendants by John H. Clarke Esq. their Solicitor and enter
 their appearance herein. And on motion of said Complainant
 it is ordered that the Defendants file their answer by the 10th
 day of November next.

In the Stephenson County Circuit Court
of the December Term A.D. 1858

In Chancery

The answer of James Mitchell, Holden Putnam, John H. Clark
and Daniel B. Remeter four of the Defendants to the Bill of
Complaint of William P. Peirce, Solomon H. Horne, Simon
Jones, George Rouns, Gustavus Jackson, Thomas C. Stearns
and Henry Adams Complainants

66 These defendants now and at all times saving & reserving
unto themselves all benefit and advantage of Exception which
can or maybe had or taken to the many errors uncertainties
and other imperfections in the said Complainant's said Bill
of Complaint contained for answer thereto or unto as much
and such parts thereof as these defendants are advised is or are
material or necessary for them to make answer unto these
defendants answering say, That they suppose it is true
and of all purposes relating to the trial of this suit admit
67 it to be true that said Complainant at the March Term A.D. 1858
of the Circuit Court of the United States in the Northern District
of Illinois said Complainant recovered a Judgment against
John H. Remeter, John W. Shaffer and Simon H. Russell for the
sum of Five Hundred and Ninety four Dollars & Thirty seven
cents and costs of suit, that Execution was issued on said
Judgment directed to the Marshal and that said Execution
was returned by said Marshal unsatisfied as charged in
said bill, and that said judgment remains unpaid and
unsatisfied as charged in said Bill. These defendants
also admit it to be true that John W. Shaffer and Simon H.
68 Russell had each been copartners of said John H. Remeter in
the Mercantile business at Freeport, that the indebtedness upon
which the Judgment aforesaid was obtained arose during the
continuance of said copartnership, that said copartnership was

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discolored. and these defendants subscribe to be true that said John M. Piemter did assume the payments of said indebtedness as charged in said Bill. but neither said Louis & Durrell and John W. Shaffer are insolvent or not these defendants do not know but they have been informed that said John W. Shaffer and Louis & Durrell are insolvent

These defendants further answering say that it is true that on or about the fourth day of November A.D. 1854 and before that time said John M. Piemter was engaged in the mercantile business in Freeport and that divers persons did become indebted to him to a considerable amount but these defendants do not know that at the time of the filing of said bill said John M. Piemter had debts to any amount due him for which he held securities and evidences of debt to large amount or to any amount or that he had goods wares and merchandise and other articles of personal property which belonged to him or in which he had an interest except his equitable interest in the property hereinafter mentioned which he had previously assigned to John M. Clark and Daniel S. Piemter. but on the contrary these defendants believe that said John M. Piemter did not have at the time of filing said bill any debts due him for which he held securities or evidences for any personal property which belonged to him or in which he had an interest except some household furniture necessary for the comfort and convenience of his family.

These defendants do not know nor have they any information or belief that at the time of filing said Bill said John M. Piemter had any real estate in this State or any other State or any chattels real or any contract or agreement relating to any real estate or any rents issues or profits of real estate or any stock in any company or copartnership or any money in coin or bank bills or any money deposited in any Bank or elsewhere to his credit or any

money or securities for money held by any person in trust for him other than what had been assigned by him as hereinbefore mentioned

These defendants further answering say it is true that on the fourth day of November A.D. 1857 said John W. Remter did make an assignment of his effects, real and personal for the benefit of his creditors to Daniel S. Remter and John A. Clark a copy of which assignment and Schedules are hereto attached marked Exhibit A and made part of this answer. That said Daniel S. Remter is a brother of John W. Remter but the said Daniel S. Remter for himself denies that he has ever been a copartner of said John W. Remter and the said John A. Clark admits that he had been personally copartner of said John W. Remter. That said assignment did authorize said assignees to sell the property so assigned for cash or on credit. But these defendants aver that afterwards to wit on the twenty seventh day of January A.D. 1858 said John W. Remter acting under the advice of counsel made a supplement or amendment to said assignment and delivered the same to said assignees as part of his assignment which supplement or amendment provided that said property assigned in and by said Original assignment should not be sold on credit, a copy of which supplement is hereto attached and marked Exhibit B. and made part of this answer. That said James Mitchell & Company did at the time hold incumbrances to a large amount on the property so assigned but these defendants do not believe that said assignment was made on the intent to hinder delay or defraud said complainant or other creditors of said John W. Remter but on the contrary these defendants believe that said assignment was made by said John W. Remter in good faith for the purpose of having his property real and personal applied to the payment of his debts

These defendants further answering say it is true that

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 James Mitchell & Company, did file their Bill in the Circuit Court of Winnebago County on the Chancery side thereof against John A. Clark and Daniel S. Remter in which they prayed the appointment of a Receiver to carry on the trust in said assignment, and it is true that James Mitchell one of the Copartners in the firm of James Mitchell & Company was by Order of said Court appointed a Receiver, and that he accepted said appointment and is now carrying on said trust. It is true that at the time of the filing of said Bill in the Winnebago County Circuit Court the Defendants had been informed that proceedings had been commenced or were about to be commenced in some Court in Chicago to set aside said assignment.

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 These Defendants deny all unlawful collecting for the purposes charged in said Complainant's Bill but the said John A. Clark and Daniel S. Remter for themselves say that they had a large amount of their own business to attend to and were unable to give the attention to the business of the assignment which was necessary to a proper discharge of their duties in that behalf. That they informed James Mitchell & Company of that fact and refused to proceed further in the premises. And James Mitchell and Volens Putnam on their part answering for themselves say that they deemed it necessary in order to protect their interests and the interests of the other creditors of said John S. Remter that a Receiver should at once be appointed to take charge of the property assigned and thereupon they James Mitchell and Company filed their Bill of Complaint for the purpose of having a Receiver appointed. And these Defendants all answering say it is true that said Daniel S. Remter and John A. Clark did go to Rockford where the Circuit Court was in session and advanced themselves to be served on the process and had their appearance entered and

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consented to the appointment of a Receiver. This time that said John A. Clark and Daniel Remter did do all that was necessary to facilitate the appointment of a Receiver and for the reason that they could not attend to the business imposed upon them by virtue of the trust in said assignment without great inconvenience and damage to their private interests. It was mutually agreed by and between said assignees and James Mitchell and Anthony that a Receiver should be appointed who could attend to the settlement of the business of said assignment as speedily as possible.

And these Defendants further answering say that James Mitchell is a proper person to be appointed Receiver that he is possessed of good business qualifications and of considerable wealth. Besides that he gave good and sufficient bonds under the direction of the Court to faithfully discharge the duties of said Receivership.

And these defendants emphatically deny that in said proceeding for the appointment of a receiver it was the intention to wrong or defraud said Complainant or any other creditor or creditors of said John K. Remter but on the contrary that their bona fide intention to have all the assets of said John K. Remter placed in the hands of a competent receiver that they might be faithfully applied to the payment of the debts of said John K. Remter as provided for in said assignment. And these defendants aver that said James Mitchell Receiver has proceeded diligently and faithfully to carry out and perform the duties imposed on him as such Receiver and that any change in the Office of Receiver would involve great and unnecessary expense and would only embarrass and delay the settlement of said trust.

And these Defendants deny all and all manner of unlawful combinations and confederacies wherein they are by said bill charged with the fact that there is any other matter caused

or thing in the said Complainant's said Bill of Complaint contained material or necessary for these defendants to make an answer unto and not herein and hereby or elland sufficiently answered confessed traversed and avoided or denied. is true to the knowledge or belief of these defendants all which matters and things these defendants are ready and willing to aver, maintain and prove as the Honorable Court shall direct and humbly pray the Court be dismissed unto their reasonable costs and charges in this behalf most wrongfully sustained

Turner & Gall,
Solicitors

James Mitchell
John A. Clarke
Daniel S. Remter
Holden Putnam

State of Illinois

Stephen C. Combs, } On this 6th day of December A.D. 1858
before me personally appeared the above named James Mitchell Holden Putnam, John A. Clarke and Daniel S. Remter and made oath that they have read the above answer submitted by them and know the contents thereof and that the same is true of their own knowledge except as to the matters therein stated to be on their information or belief and as to those matters they believe it to be true

Dec 11 Paid by Defer

Geo. A. Remter J.P. &

Exhibit A.

This Indenture made the fourth day of November in the year of our Lord One Thousand Eight hundred and fifty seven between John A. Remter of the County of Stephenson and State of Illinois of the first part and Daniel S. Remter and John A. Clarke of the County and State aforesaid of the second part Witnesseth that whereas the said John A. Remter is justly indebted on sundry sums of money and by reason of several losses which have recently

attended his business operations has been unable to pay and discharge all his liabilities on the punctuality or in full and the said John K. Remter is now desirous of making a fair and just distribution of his property and effects among his creditors.

Now therefore this Indenture Witnesseth that the said party of the first part in consideration of the premises and of the sum of One Dollar to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have granted bargained and sold released assigned transferred and set over and by these presents doth grant bargain and sell release assign transfer and set over unto the said party of the second part and to their Executors Administrators and assigns forever all and singular the lands tenements and hereditaments situate lying and being in the Counties of Stephenson Carroll and Indiarces in said State of Illinois and also all the goods chattels Merchandise Cattle Crops notes book accounts claims demands choses in actions books of account evidences of debt and property of every name nature and description whatever and wheresoever of the said John K. Remter the said party of the first part more particularly enumerated and described but not excluding any property not described in the Schedule hereto annexed and marked A.

To Have and to Hold the same and every part and parcel thereof unto the appurtenances to the said party of the second part their Executors Administrators and assigns In Trust nevertheless and to and for the following use intents and purposes that is to say That the said party of the second part shall take possession of all and singular the lands tenements and hereditaments and all other the property hereby assigned or intended to be and sell and dispose of the same either at public or private sale to such person or persons for such prices and on such terms and conditions and either for cash or upon a credit as in their judgment may appear best and most for the interests of the parties concerned

and convert the same into money and also to collect all and singular
 the said debts due bills, bonds notes accounts claims demands and
 choses in action or so much thereof as may prove collectable and
 thereupon to execute acknowledge and deliver good and sufficient
 deeds and bills of sale releases and all other instruments of
 conveyance that may be necessary and proper to effect a sale
 and transfer of any all the estate properties and effects hereby
 conveyed or intended so to be and by and with the proceeds of such
 sales and collections the said parties of the second part shall jointly
 pay and discharge all the just reasonable and usual expenses
 costs charges and commissions of making executing and carrying
 into full effect this assignment and the objects thereof in doing
 which the said parties of the second part is hereby authorized and
 empowered to employ one or more agents Attorney or Attorneys who
 shall be paid out of such proceeds a reasonable compensation for
 their services and the said parties of the second part shall also
 at the charge of said trust fund obtain and at all times keep
 suitable and reasonable insurance on the said properties and
 effects hereby assigned and conveyed and shall also pay all
 taxes now due or to come due on said properties until the same
 shall be sold and disposed of and the residue of the proceeds of
 such sales and collections shall be considered as the net
 proceeds of the properties and effects hereby assigned.

And just by and with the net proceeds the said parties of the
 second part shall pay and discharge on full the several and
 respective debts notes demands and sums of money due to the
 several persons named and designated on the Schedule hereto
 annexed and marked B together with the interest due and
 to grow due on such debts notes demands and sums of money
 respectively and if such net proceeds shall not be sufficient
 to pay the said debts and liabilities mentioned in said Schedule

in full then the sum shall be paid pro rata on the aforesaid proceeds share and share alike as far as the same will go in proportion to their respective amounts.

And Secondly by and unto the rest residue and remainder of such net proceeds if any shall remain after the payment in full of the said debts and liabilities mentioned in said Schedule B said parties of the second part shall pay to John W Shaffer and Louis F Russell or either of them all such sum or sums of money as the said John W Shaffer and the said Louis F Russell or either of them may or shall be legally liable to pay on any promissory note or notes made and executed to the several parties and firms mentioned in Schedule marked C and hereto annexed and which said notes have been executed in part by the late firm of John W Bremner Company and others of the said notes have been executed in the name of said firm of John W Bremner Co since the dissolution of said firm (which said several debts mentioned in said Schedule marked C, the said parties of the first part upon the dissolution of said firm of John W Bremner Co assumed and agreed to and on the said John W Shaffer and Louis F Russell to pay and discharge but has hitherto been unable so to do). And if the said residue and remainder of said net proceeds shall not be sufficient to pay the said legal liabilities of the said John W Shaffer and Louis F Russell on the premises then the same shall be paid pro rata on the aforesaid ~~net proceeds~~ rest residue and remainder of said net proceeds in proportion to the amount furnished then shall severally or jointly legally be liable as aforesaid.

And Thirdly by and unto the rest residue and remainder of said net proceeds if any shall remain after paying in full the said legal liabilities of said John W Shaffer and the said Louis F Russell above specified the said parties of the second part shall pay and discharge in full the several and respective debts

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 Notes and sums of money due or to become due from the said party of the first part or for which he is liable to the several persons and firms named and designated on the Schedule hereto annexed and marked D. together with the interest due and to grow due on such debt, notes and sums respectively. And if the said net residue and remainder of paid net proceeds shall not be sufficient to pay such debt and liabilities mentioned on such Schedule D in full then the sum shall be paid pro rata on the said net residue and remainder of paid net proceeds share and share alike as far as the same will go in proportion to their respective amounts.

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 And forthwith by and on the the net residue and remainder of paid net proceeds if any shall remain after paying in full the said debt and liabilities mentioned on said Schedule D. the said party of the second part shall pay and discharge all the other debt, demands and liabilities whatever now existing whether due or hereafter to become due against said party of the first part provided such remainder shall prove sufficient for that purpose and if insufficient then to apply such remainder to the payment and liquidations of such debts and demands pro rata share and share alike according to their respective amounts as far as such remainder will extend for that purpose and lastly the said party of the second part shall return the surplus if any remains after the payment of all debts due by said party of the first part as aforesaid to the said party of the first part his Executors Administrators or assigns In Witness Whereof the said party of the first part has hereunto set his hand and seal at New York the day and year aforesaid

John W. Bremer 

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 The words "but not including any property not described" on first page "with" on third page "legal" on 4th page are interlined

and the words "debts and" on the 1st page were erased before execution
 Thine H. H. Hibbard

The undersigned Daniel S. Remeter and John A. Clarke
 having been appointed in and by the foregoing deed of assignment
 do by these presents accept the trust and agree to carry out the
 same. Witness our hands

Thine H. H. Hibbard

Daniel S. Remeter

John A. Clarke

State of Illinois

Stephen C. Comerford I Homer A. Hibbard a Notary Public
 in and for said County do hereby certify that John A. Remeter
 personally known to me to be the person whose name is
 subscribed to the foregoing instrument of writing as having
 executed the same appeared before me this day in person and
 acknowledges that he signed sealed and delivered the same as
 his free and voluntary act and deed for the uses and purposes
 therein set forth. Given under my hand and Notarial Seal
 this fourth day of November A.D. 1854

Notarial
 Seal

Homer A. Hibbard

Notary Public

Schedule A.

Land situated in Stephens County and State of Illinois with
 The North West Quarter of the North East Quarter of Section
 Number Twenty seven (27) The South half of the South
 West of Section Number Twenty seven (27) The East half
 of the North East Quarter of Section Number Thirty three (33)
 The West half of the North East Quarter of Section Number
 Thirty four (34) and the North West Quarter of Section Number
 Thirty four (34) all of the said lands being in Township Number
 Twenty nine (29) North of Range Number Seven (7) East of the
 fourth Principal Meridian containing in all four hundred
 and forty acres more or less

The Mills and Mill lot at Winstonsaid former of Stephens one
 with the land privileges and appurtenances thereto belonging
 and described as follows (with Commencing at the North the easterly
 corner of Lot Number One (1) in said Winstonsaid thence the easterly
 on a line which shall range with the Northern boundary of said
 lot to a point on the North and South line running through the
 middle of Section Twenty two. on which said Mills and land are
 situated thence from said point South to the centre of said Section
 Twenty two thence still South to a point forty rods distance from
 said centre thence East to a point due North of the angle on
 Hubbards Creek near the South Easterly corner of the burying
 ground fence thence South from said point to said angle on
 Hubbards Creek thence along Hubbards Creek to Serral Creek
 thence along the Mill lot to the South East corner of Lot Eighty
 seven thence the easterly fifty feet thence Northerly Eighty feet
 parallel with the West line of lots Eighty six and Eighty seven
 to the South line of lot Eighty five thence the easterly to the South East
 corner of lot Eighty five thence along the Mill lot to the South
 West corner of Lot Forty two thence Northwesterly along the rear
 of the lot bordering upon the Mill pond to the place of beginning.
 Also that portion of the South East Quarter of the North West
 Quarter of Section Twenty two in Township Number Twenty
 Nine (29) North of Range Six East that lies South of the Mill
 race containing Thirty nine acres more or less

Also Lot Number Forty four (44) of the Town of Winstonsaid
 which stands the new stone - all of which is according to the
 record plat of said Town reserving all roads which are laid out
 over or across any part of said land lying in said Town of Winstonsaid
 It being expressly understood that said grantee their heirs
 and assigns shall have the right forever to maintain the dam
 now existing on the North East Quarter of said Section Twenty

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One mead Township Number Twenty Nine (29) so as fully to supply with water the Canal leading from said dam to the Mills which Canal they are to have the right forever to maintain and the right to enter upon the lands and lots through which the said Canal passes to view and repair the same at all reasonable times. Also the following described tract of land commencing at the North Easterly Corner of lot Number Seven (7) one Block Number Fifty six (56) in the Original Town of Freeport (northern of Freeport) running thence Southwesterly on the Easterly line of said lot Number Seven (7) Thirty five feet thence Southwesterly on a line parallel with the Burge Street Twenty feet thence Northwesterly parallel with the Mechanic Street Thirty five feet to Burge Street. thence North Easterly along Burge Street Twenty feet to place of beginning reserving from said last described tract free passage six feet wide over and through said last described tract. also lots Number Two (2) and Six (6) mead Block Number Fifty six (56) in said Original Town of Freeport. also the Easterly One half of lot Two (2) and all of lots Number Three (3) Four (4) and Five (5) in Block Number Fifty One (51) in said Original Town of Freeport. Also the following described tract of land lying and being in the front of Jodanis and State of Illinois north the South half of the North East Quarter of Section Number Nine (9) in Township Number Twenty seven (27) North of Range Number Five (5) East of the Fourth Principal Meridian

Also the following described tract of land lying and being in the front of Carroll and State of Illinois north the East half of the North East Quarter of Section Eight (8) and the West half of the North West Quarter of Section Nine (9) in Township Twenty five (25) North of Range Four (4) East of the Fourth (4th) Principal Meridian. Deeds of Conveyance for the above described lands have been this day Executed by John K. Bremer

and Emily L. Remeter his wife to the said John H. Clarke and Daniel S. Remeter the more effectually to carry out the intent and purposes of the annexed deed of assignment

List of Notes belonging to J. H. Remeter's Successors assigned

110) . Date	Name of Maker	Name of payee	When Due	Amount	Encorement
1857 July 7	Jacob Wolf	John H. Remeter	90 days	\$5.22	
1857 June 7 th	John Whithall	"	1 day	1.00	
1857 July 25	Charles Wilcox	"	60 days	11.86	
" Aug 1 st	D. Williams	"	" "	20.38	
" July 7 th	James Wilcox	"	Oct 1857	402.63	
1858 Aug 20	James Williams	"	60 days	4.86	
111) 1856 Sept 8	J. McWinders	"	" "	14.46	
" Jan 1	John Wilcox	J. H. Remeter Co	1 day	144.99	80.00
1857 " 1 st	Lewis Eble	J. H. Remeter	"	44.40	
1858 Aug 11	"	"	"	99.85	104.00
	Stephens County Overseer on Treasury			103.00	
1857 Jan 15	E. H. Hinkley	J. H. Remeter	30 days	15.00	
" Oct 21	Evans Hunter	"	1 "	20.90	
" May 9	W. C. Denton	"	" "	54.05	
" " 20	A. M. Denton	"	" "	64.38	
" " 8	James Van Pelt	"	" "	32.35	
" Oct 10	Bernard Eull	"	" "	8.46	
1854 Sept 1	Henry Sands	"	" "	4.75	
1857 May 16	Henry Throck	"	14 "	4.50	
" Aug 8	Abraham D. Smith	"	1 "	50.00	
" March 11	John Moore	"	" "	15.21	
" Aug 22	John Elwood	"	Jan 1857	30.64	
1858 March 22	Jonathan May	"	1 day	87.80	45.14
1857 Aug 6	Jane B. Thelino	"	60 days	20.85	
" Feb 20	Benj Thelmer	"	1 "	16.01	

1857	Sept 24	Nathan S Willis	"	30 "	20.51	
"	Feb 25	Wm Van Kester	"	1 day	11.65	
	Date	Name of Maker	Name of payee	When due	Amount	Encorements
1857	Sept 21	Elihu Van Brockling	J H Bunker	30 days	20.95	
1857	Feb 25	G Palmer	"	30 "	3.00	
1857	June 26	Daniel Vance	"	20 "	4.45	
1856	March 17	Jonathan Eppery	"	1 "	10.68	
					1779.05	279.14

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1857	Mar 20	Paul S Tumans	John M Bunker	10 Day	70.41	40.00
"	" 23	Peter Dreper	"	1 "	6.22	
1857	Jan 1	Olinor Schadle	"	"	22.00	
"	Sept 3	S Slough	"	30 days	23.87	20.00
"	" 28	Josiah Stedman	"	"	9.60	
"	Mar 7	Saml S Schadle	"	1 day	27.22	20.30
"	Feb 19	Joseph D Smith	"	"	48.55	34.00
1855	Jan 24	James Stevens	"	"	28.10	25.00
1856	Dec 18	Ezra Strong	"	"	21.76	12.00
1857	Jan 1	Hilton Satterlee	"	4 months	37.46	2.00
1856	Dec 31	Marling Schottel	"	1 day	15.00	6.00
"	Due	John M Schaffer	"	12 shares R M RR div 1857	1200.00	1000.00
1857	Sept 2	Ed Reed	"	1 year	10.35	
"	Mar 16	Sherman Rogers	"	1 day	.88	
1857	July 10	S Reese	"	"	8.12	
"	Feb 16	John Ronan	"	"	24.10	15.00
"	Due	Wm S Rust	"	"	6.63	
1857	Nov 15	"	"	45 days	29.15	20.00
1857	Mar 28	"	"	Apr 1857	6.63	1.92
1857	Sept 24	W H Parsons	"	30 days	127.18	97.00
"	Oct 10	Saml Pericoff	"	1 day	10.95	7.00
1857	June 10	J J Pellety	"	1 day	5.00	
1857	Sept 26	Jacob Parker	"	30 "	8.01	

1854 May 25	Richard Palmer	"	90 days	285.80	
1853 Aug 5	Michael Nagle	"	1 "	2.40	
1850 Sept 17	John McNamee	"	due	.75	
1857 June 25	Edmond Mullack 3 ^d	"	1 day	20.85	
1856 Jan 24	H Mayer	"	"	23.19	
1851 Oct 6	A.B. Mullack	"	2 weeks	3.35	
1853 July 30	Cornell McKee	"	1 day	20.64	
(120) 1857 Sept 22	Peter Mieders	"	30 days	4.50	
1857 July 6	Jacob Miller	"	1 st Sept 1857	26.02	
" Mar 28	Philip C Morgan	"	1 day	23.04	15.00
1855 Jan 22	Lightack Knacklee	"	10 days	99.40	
1857 Sept 5	Amos Lindeman	"	30 "	4.04	
" July 4	Levi Lucas	"	1 "	22.80	
(121) " 20	Stephens Russell	"	90 .	4.06	3.00
" " 17	L. M. Hatzger	"	1 st Sept 1857	9.26	
" Mar 21	Solomon Hailes	"	1 day	9.88	9.00
" June 24	Charles Bohler	"	"	44.71	1.25
1856 Dec 8	"	"	"	43.45	
1857 Sept 24	William Knight	"	1 day	23.00	10.00
" 22	Wm Ingram	"	30 days	13.52	
(122) 1855 Jan 22	Abraham Anson	"	1 "	49.79	25.00
1854 Sept 21	E.D. Kellard	"	60 "	236.09	230.64
1855 Jan 26	Harvey Hartson	"	1 "	1.48	
1857 Aug 28	Philip Hamon	"	1 "	1.38	
1855 Dec 21	Emanuel Hallman	J. B. Remeter Co	1 day	24.64	
(123) 1857 Oct 20	John Hood	John B. Remeter	60 days	18.00	
1857 June 15	A. O. Hopkins	"	1 day	32.15	
1857 Feb 28	John Hargley	John B. Remeter	1 day	8.29	
" Oct 3	Samuel Gubline	"	"	32.48	
" June 22	Levi Goodrich	"	"	30.94	
1854 Feb 16	Geo Stone	"	30 days	3.25	

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1854 Jan 13	John Gebler	"	1 day	26 00	
1854 Aug 29	W H Carroll	"	1 "	5 29	
1854 Oct 2	Vakutine Silmaro	"	1 "	5 48	
" July 4	S D Cates	"	3 months	15 71	
" June 24	Joseph Cross	"	1 day	85 75	35.00
1856 Feb 24	C P Becker Md.	"	"	9 64	
1854 Aug 24	Cornelius Greely	"	"	5 22	
(125) Sept 22	" "	"	30 "	36 51	
				995.40	336.92

1854 July 11	Josiah Forler	John K Remer	1 day	\$3 60	
1854 Mar 21	Fred Forler	"	"	34 28	20.00
" Feb 24	John Fritzell	"	"	49 63	20.00
1856 Nov 29	James Ellens	"	60 days	20 00	
(126) Dec 1	R. J. Edmonds	"	1 "	94 25	
1854 May 12	Amos L. Ell	"	1 year	100.00	
1853 Jan 11	W G Edsne	"	1 day	16 41	
1854 Sept 28	Joseph S. Decker	"	30 days	18 38	
" May 4	O P. Duncan	"	1 day	42 49	20.00
1854 July 30	Frederick Down	"	1 mo	39 2 1/2	
(127) July 20	J. M. Deamuk	"	1 day	14 16	10.00
" Feb 28	Geo Duffield	"	60 days	31 09	
" Aug 12	W H Davis	"	20 "	33 66	18.00
1854 Aug 20	John Deamuk	J K Remer	1 day	463.00	
" Sept 15	Asa Carey	"	30 "	18 54	
(128) " 5	A H. Crispin	"	"	11 94	
1854 Oct 8	Levi Chapin	"	due	1 10	
1854 " 5	Math Cannady	"	"	3 65	
1855 Jan 1	Asa Carey	"	1 day	5 68	9.00
1854 Feb 21	"	J H Carey	1 month	15 00	
" Sept 22	R L Chittly	J H Remer	30 days	45 00	
" Jan 3	Daniel Berry	"	1 day	4 00	
(129)					

1856 Jan 20	Alson Kennell	"	"	114 64	
1855 Jan 26	Samuel Burdard	"	"	92 61	11.32
1853 July 23	R Barker	W B Remeter & Co	"	11 25	
1854 Mar 2	Morris A Barker	W B Remeter	"	28 84	
1853 Aug 16	T D Rorer	"	"	6 30	2.00
1854 June 26	Wm A Butler	"	10 days	80	
(130) 1854 Mar 10	Ken Brenner	"	1 "	15 55	
" Mar 6	Carl Rues	"	"	3 50	
" July 4	W Blakemans	"	30 "	14 66	
				1210 84	153.01
1854 Mar 18	Joseph Belcher	"	1 day	14 24	
" Oct 3	W S Buckley	"	"	5 00	
" Aug 20	John Brown	"	"	85 26	
" July 22	W Bean	"	90 days	3 80	
(131) " Oct 20	J M Remeter	"	"	20 00 00	
1856 Mar 4	Isma Brown	"	1 day	13 61	
" Mar 20	Giles L Taylor	John B Remeter & Co	1 day	49 5	
1854 " 14	R Somell	"	1 day	25 30	
1855 Sept 29	George Sherman	"	"	14 61	
" Aug 14	L D Emons	"	"	21 20	
1855 Nov 5	John Bentley	W B Remeter & Co	1 day 1853	38 44	28.00
(132) 1856 Nov 22	Wm D Bailey	"	1 day 1856	10 00	
" June 14	Everett R Full	"	60 days	23 14	10.
" Aug 30	Oliver P. Winters	W Willis	12 mo	84 00	109.00
1854 May 15	James Wilson	C. A. Scheetz	due	4 00	
1855 May 5	W Watson	Silas B. Kelley	6 mo	10 00	
(133) 1854 Aug 1	D Forbes	G S Patter	20 days	36 00	
1856 Nov 1	W Rockwell	E T Maesmer	1 day 1854	45 00	2.00
" May 15	Amund Murphy	John De Armit	4 mo	8 00	
1855 Dec	John Blum & Son Do McConnell	3 D S Job	"	24 00	19.50
1849 June 4	Thor Hutchinson	W B Remeter	1 day	1 63	
(134)					

1856	Apr 24	Geo Tucker	N Kepler	6mo	50 00	32 00
"	May 30	Elaney	John De Amick	60 days	7 00	7 00
1857	Oct 8	L. Chapins	H. B. Bunker	due	1 10	
1856	Dec 29	S. D. Clark	H. B. Bunker	6mo	10 00	
1845	Mar 3	B. B. Dehnke	Dan B. Bunker	100 days		
(136)		oramus Bunker				
1857	Jan 15	O. S. Mitchell	W. H. Chetty	Sept 1/57	8 11	
					3550.61	140.50
1857	Jan 5	Lorenzo Lee	John B. Bunker	60 days	97 73	
1856	May 10	H. A. Jackson	"	July 1/59	425 87	
"	"	"	"	" " 58	225 00	
(136)	"	"	"	" " 58	225 00	
"	Nov 8	Ch. S. Selter	S. L. Carey	Nov 8/57	295 00	
"	"	Leue Little	"	"	280 00	
1857	Mar 18	John Bull	John B. Bunker	Oct 4/58	120 00	
"	"	"	"	" " 59	120 00	
"	"	"	"	" " 60	110 00	
1854	Apr 1	L. H. Butler	John B. Bunker	6mo	82 37	45.00
(137)						
1857	July 26	W. S. Gray	John B. Bunker	90 days	15 43	
"	May 25	Jacob Zimmerman	"	3 mos	100 00	
"	July 20	Williams Gammel	"	60 days	18 57	
"	" 24	W. S. B. Bunker	"	36 "	37 66	
"	" 24	Robt Bell	"	90 "	34 43	
(138)	"	"	"	"	"	
"	" 27	Charles Smyser	"	90 "	36 11	
"	"	Jacob Rice	"	90 "	47 09	
"	" 25	George Mobiligan	"	90 "	87 08	
"	" 24	John Meliken	"	60 "	18 37	
"	" 23	A. O. Butler	"	"	57 85	
"	" 21	Wm H. Bell	"	Oct 4/57	46 46	
"	" 25	Christopher Bennett	"	2mo	52 60	
(139)	"	"	"	60 day	23 52	
"	"	"	"	"	"	

Sept 1/57
Cashed
for 526.91

These notes deposited in the bank
for \$171, dated July 28, 1857 and
for 100.00

1856 Jan 3 ^c	N Williams	"	1 day	92 66	} these notes are to secure the loan of \$1000 to be repaid by the 1st of Jan 1859.
1857 July 28	"	"	4 mo	28 70	
1856 Dec 8	Alvin Fuller	Jm Ayer	1 year	20 00	
1857 Oct 1 (140)	J Willfong	J H Brewster	30 days	47 22	
" " 17	Robinson Read	"	1 day	36 62	
" Sept 7	Solomon Sham	"	"	5 78	} balance of the \$1000 to be repaid by the 1st of Jan 1859.
" Oct 23	"	"	"	36 12	
" Sept 24	Geo Stubbs	"	"	46 23	
" May 5	Philip Porter	"	30 days	29 59	
1857 Sept 21	Palmer Glynn	J H Brewster	30 days	78 23	
" Mar 11 (141)	John Byrne	"	1 day	30 71	} balance of the \$1000 to be repaid by the 1st of Jan 1859.
" Sept 30	Philip Hogan	"	"	23 76	
" Oct 2 ^c	Solomon Story	"	"	42 57	
" Sept 22 ^c	James Robb	"	30 days	37 38	
" " 30	Dennis Miers	"	1 day	29 28	
" " 22 ^c	Edmund Muller	"	30 days	27 29	} balance of the \$1000 to be repaid by the 1st of Jan 1859.
" Oct 19	August Dymond	"	Jan 1/59	59 68	
" " 10 (142)	Jonathan Pinedoff	"	1 day	34 07	
" " 2 ^c	Christel Rosenthal	"	"	25 31	
1856 Dec 18	L Montague	"	1 year	20 00	
1857 June 9	"	"	"	144 46	} balance of the \$1000 to be repaid by the 1st of Jan 1859.
" " 5	James Steele	"	1 day	48 58	
" June 23 (143)	Rachel Lee	"	"	63 35	
" Mar 5	Alex Doy	"	"	53 64	
" Apr 3 ^c	Henry Pater	"	"	168 47	
" Feb 17	Jane Plotner	"	"	107 22	} balance of the \$1000 to be repaid by the 1st of Jan 1859.
1856 Aug 18	A E Stearns	J A Daniel	1 year	240 00	
" " "	"	"	1 year	200 00	
1857 Feb 3	W B Ringer	J H Brewster	Dec 1/57	354 13	
" Apr 13	John Piles	"	1 day	100 00	
" May 1	Roswell Colby	"	"	201 18	} balance of the \$1000 to be repaid by the 1st of Jan 1859.
" May 9	L E Anderson	"	Jan 1/58	200 68	
" " 8	O N Hazard	"	6 mo	500 00	

1853	June 24	Wm Lamb	"	1 day	53.36	} Advances & money for collecting	15.00
"	Aug 18	Saml Mulliken	"	"	44 14		
1854	June 12	S O Perkins	W A Hollenbeck	90 days	105 00		20.00
1853	Dec 5	Lewis Elging	H B Bunker	30 "	7 00		5.00
1854	Feb 14	"	"	"	45 0		
1857	Sept 6	Caron Pauley	"	1 day	3.18		
1856	Mar 14	James Mullens	"	"	86 93		
"	Feb 26	Thomas Melons	"	"	12 47		
1855	June 27	Wm Lamb	"	"	42 03		

146

The Books of account and accounts of John K Bunker
 The Books of account and accounts of John K Bunker Company
 which Company was composed of John K Bunker John W Shaffer
 and Louis F Russell. and the Books of account and accounts of
 John K Bunker and Company and Company composed of John K
 Bunker and John W Shaffer including Ledgers Day books Cash books
 Ten Shares of Stock in the Freeport Gas Light and Coke Company
 Twenty Eight Shares of Stock in the Racine and Menominee Rail
 Road Company

147.

Two Horses. 1 Wagon. 1 lot of hay. 23 head of meat cattle 1
 Manny Reater. 2 plow. 1 harrow. 1 cutting box. 1. Panning Mill
 3 Sleds 10 Tons of hay. 1 Schlammer. about 100 bushels of food
 about 1000 Honeau bushels of wheat on Hamilton Mills

Schedule B

One Note due James Mitchell & Co dated July 14 1856 due one
 thirty days for One Thousand Dollars when which John A Clark
 is Secured

One Note due James Mitchell & Co dated October 14 1856 due October
 14 1857 upon which John A Clark A B Hunt & L Carey and Hemenway
 are secured for the sum of Thirty five hundred and twenty Dollars
 with Ten percent interest

148

48

One Note due James Mitchell & Co dated May 24 1857 for One Thousand Dollars upon which John Alcock is security due Thirty days after date mths 10 percent interest after due

One Note due James Mitchell & Co dated May 24 1857 for One Thousand Dollars upon which John Alcock is security due Thirty days after date mths 10 percent interest after due

The sum of Three Hundred and Nine Dollars due to James Mitchell & Co from Clark and Bremster on their Note dated May 8th 1857 and due June 23. 1857 the said sum of Clark and Bremster having been composed of John Alcock and John K Bremster

One Note due James Mitchell & Co dated June 2^d 1857 for Three Hundred and Twelve Dollars due 30 days after date upon which Joseph M Bremster is security

One Note due James Mitchell & Co dated 30th May 1857 for One Thousand Dollars due 30 days after date upon which Joseph M Bremster is security

One Note due Le Bonnet & Co for about One Thousand and forty Dollars upon which A. F. Keene is security

One Note due James Brown dated Schleubers. 1857 due 60 days after date for Six Hundred and Sixty and $\frac{62}{100}$ Dollars upon which A. F. Hunt is security

A part of One Note executed by John K Bremster and Amen E Stearns to one S. L. Godley for Eighteen Hundred Dollars with such part of said Note as said Amen E Stearns may be liable to pay after deducting the amount which said Amen E Stearns is indebted by Note or otherwise to said John K Bremster

An Amount due to William W. Kemmons of One Hundred and Eighty five Dollars and forty cents

One Note due Joseph Dejon dated October 1 1857 due One year from date for Three Hundred Dollars

An amount due to the Estate of Peter D. Fisher deceased from said John K Bremster as administrator of said Estate amounting to about Nine Hundred Dollars

Schedule C.

49

One Note of T. A. Simmons Co. of Boston Massachusetts
 One Note to S. B. Chittenden Co. of New York City
 One Note to Kimball Robinson Boston Mass
 One Note to Seneca Rais of Johnstown New York
 One Note to Reglor Hall Bought of Boston Mass
 One Note to Converse Harding and Co Boston Mass
 One Note to Augustus Sumner Co Boston Mass
 One Note to Skinner Kent Co Boston Mass
 One or more Notes to Bowen McNamee Co New York City
 One or more Notes to Dana Farrar and Son Boston Mass
 One or more Notes to Lee Case Co New York City
 One or more Notes to Colander Rogers Co Boston Mass
 One or more Notes to Pierce Homer Co Boston Mass

Schedule D.

One Note due Ross Babcock & Co due about	\$ 162.14
One Note due Ann J. Pollock	200.00
One Note due Dennis Glynn	150.00
One Note due Isaac Johnson	100.00
One Note due Warren Wells	100.00
One Note due Baron Hecht	750.00
One Note due James Alexander	85.00
One Note due Helen Wain	50.00
One Note due Royal S. Munro	1,000.00
One Note due Julius Baer and Co	600.00
One Note due Rev. O. Beck	500.00
One Note due Nelson Houlbert	100.00
One Note due Admes of Estate Chancery Station	500.00
One Note due W. H. Ellis	10.00
One Note due Emery Clark Co	150.00
One Note due A. Sudlow	100.00

Amount due St. Cormick & Co. 400.00
 One Note due E. Chenebaine 700.00
 Amount due Taylor & Co. 1500.00

65 Notes payable to Joseph Morris by John M. Bremeter
 Joseph M. Bremeter. Daniel S. Bremeter & W. M. Bremeter
 for \$100 each dated May 18th 1854 and due 1st of

on November 18th 1854 and respectively at intervals
 of 30 days, thereafter amounting in all to 6500.00

all such amounts as may be found due to them
 a settlement with the following named persons for services
 rendered as Clerk, Bookkeepers and laborers or for material
 or labor furnished or performed in the erection of the Hotel
 building or otherwise for said John M. Bremeter with Martin
 Kimball Charles Little Patrick Quinn James Hogan
 Patrick Toben. John Glover. Denard Shockley. Thomas Collins
 John Hoefinger and Simon Aucting

An Amount due Rollen M. Wells agent 65.00
 An Amount due John Turneours 68.65
 An Amount due Mrs. Waller 40.00
 An Amount due Rudy Bommar of Lancaster Co. Pennsylvania 200.00

Exhibit B.

Whereas John M. Bremeter on the 4th day of November 1856 made
 an assignment of that date to Daniel S. Bremeter and John A.
 Clark for the benefit of creditors reference to which is hereby had
 for particulars relative to the same. And whereas power is given
 in said assignment to said Daniel S. Bremeter and John A.
 Clark to sell certain property therein mentioned when and where
 if they shall see fit. And whereas the said power has not been exercised
 nor therefore for the purpose of removing any and all objections to said

assignment on account of the said power therein contained this
 hereby agrees that all powers of sale upon credit in said assignment
 contained are cancelled and annulled and said assignment shall
 stand as if no such power was therein contained

In Witness Whereof We have hereunto set our hands and seals this 24th
 day of January 1858

John H. Remter 

John A. Clark 

Daniel S. Remter 

Filed Dec 6. 1858

L. H. Guitaue Ck

And afterwards on the 10th day of December 1858 in
 being one of the days of the December Term of the Stephens
 County Circuit Court the following entry was made as
 appears of Court record to wit

On 30 William D. Price. Solomon H. Home
 Simon Jones. George Rouns. Gustavus
 Jackson Thomas L. Stearns Henry Adams
 &

John H. Remter. Daniel S. Remter
 John A. Clark. James Mitchell
 Holden Putnam. Roswell Richardson
 ~ John A. Page

Creditors Bill

On Motion of said Complainants by their Solicitor
 Defendants Richardson Page & John H. Remter having been
 three times called came not but made default this is ordered
 that the bill as to them be taken for confessed.

Ch 30

William D. Price. Solomon H. Home.

Samuel Jones. George Rouns.

Eustace Jackson. Thomas G.

Stearns Henry Adams

Es

John M. Brewer. Daniel S.

Brewer. John A. Clark. James

Mitchell Herrens Putnam

Arthur C. Richardson ~

John H. Page

Creditors Bill

Now came the

Complainants by their Solicitor and file their Replications
to answers of Mitchell. Putnam Clark & Daniel S. Brewer

161

In the Circuit Court of Stephens County, Illinois
of the December Term A.D. 1858 In Chancery

The Replications of William P. Pierce, Solomon H. Home,
Simon Jones, George Round, Eustace Jackson, Thomas C. Stearns
and Henry Adams Complainants to the answer of James
Mitchell, Nelson Putnam, John H. Clark and Daniel S. Bremer
four of the Defendants

162 These repliants, saving and reserving unto
themselves all and all manner of advantage of exceptions to the
manifest insufficiencies of the said answer for replications,
hereunto say, that they will aver and prove their said Bill to be
true certain and sufficient in the law to be answered unto. And
that the said answer of the said Defendants is uncertain untrue
and insufficient to be replied unto by these repliants without this
that any other matter or thing whatsoever in the said answer
contained material or effectual in the law to be replied unto
impeached and avowed have been denied is true, all which matters
and things these repliants are and will be ready to aver and
prove as this Honorable Court shall direct and humbly pray as
163 in and by their said Bill they have already prayed

W. H. H. Solicitor for Reffs

Filed Dec 10th 1858

L. H. Guitaung Clerk.

And afterwards to wit on the 18th day of January 1859
being one of the days of the December Term 1858 of the
Stephenson County Circuit Court aforesaid the following
entry was made as appears of Court record book

bk 30

164)

State of Illinois
 Stephen Co. v. William D. Pierce et al.
 In the Circuit Court of Stephenson Co.
 County of the December Term A.D. 1858
 vs. Creditors Bill
 John M. Bremer et al.

And now at this day comes the said
 Complainants and John M. Bremer one of the said Defendants by
 their respective Solicitors and the said Defendant John M. Bremer
 having failed to answer the Complainants said Bill and it appearing
 that the said Defendant John M. Bremer made an assignment of
 his goods effects to two of the Defendants John St. Charles and
 Daniel S. Bremer. It is therefore Ordered adjudged and decreed by
 the said Court that the said Defendant John M. Bremer appear
 before the Master of this Court to be Examined on oath touching the
 matters and things contained in the Complainants said Bill and
 that the said Defendant John M. Bremer be and appear before such
 Master from time to time and to submit to such examinations
 month as the said Master shall direct in reference to the matters
 and things contained in the Complainants said Bill. And it is further
 Ordered that the said Complainants be at liberty to apply to this
 Court from time to time for such further directions in the premises
 as may be necessary

Benj R. Sheldon

Entered & filed Jan 10. 1859
 L. W. Quinten Clk

166.

And afterwards took on the 20th day of April A.D. 1859 it being one of the days of the April Term of the Stephenson County Circuit Court the following entry appears of record with

Ch 24 William D. Pierce Etal
vs.
John McQuinn Etal

Creditors Bill

On Motion of said Complainants by Request their Solicitor has ordered that this suit be continued to next term of Court.

167

And afterwards took on the 1st day of December A.D. 1860 it being one of the days of the December Term 1859 of the Stephenson County Circuit Court the following entry appears of record with

Ch 20 William D. Pierce Etal
vs.
John McQuinn Etal

Creditors Bill

On Motion of Complainants by their Solicitor has ordered that this cause be continued to next term of Court.

168.

And afterwards took on the 3^d day of January A.D. 1861 it being one of the days of the December Term 1860 of the Stephenson County Circuit Court the following entry appears of record with

Ch 13 William D. Pierce Etal
vs.
John McQuinn Etal

Creditors Bill

By consent of parties has ordered that this suit be continued to next term of Court.

57

And after raid on the 16th day of April A.D. 1861, Alceus, one of the days of the April Term 1861 of the Stephens on fourth Circuit Court the following entry appears of Record with

169) 6hr

William Pierce Est

Le,

Creditors Bill

John H. Bremer Esq

On motion of paid Defendants by Turner & Dr. all their Solicitor leave is given them to amend their answer.

State of Illinois

Stephenson County } The People of the State of Illinois
to the Sheriff of said County Greeting The Command you
to summon John A. Clark John McRenter and James
Whitell to bring into view the book of accounts as received
between himself & John McRenter or Renter, Creditors and
also the assignment of John McRenter to appear before the
170 Circuit Court of said County at Freeport on the 5th day of
April to testify and the writs to appear in behalf of Plaintiffs
in certain cause now pending in said Court wherein William
Pierce Etal are Plaintiffs and John McRenter Etal are
Defendants and have you then and there this Writ



Witness my hand and the Seal of said Court at Freeport in said
County this 1st day of April A.D. 1861

Attest J. W. Shaffer Clerk

171 Executed the within Writ by reading the same to the within
named John A. Clark John McRenter James Whitell this
5th day of April A.D. 1861

Wm. A. Youngmans Sheriff
By M. Woods Chas. A. Rebert

Service 45

Mileage 15

Return 10

\$ 1.00

61

William Pierce Etal vs In Chancery. In the Circuit Court
 of Stephenson County in the State
 of Illinois of the April Term ad 1861
 John W. Remter Etal

172
 173
 Re it remembered that on the 21st day of
 April ad 1861 said day being one of the days of the April Term
 of said Court in the year aforesaid the said cause came on for
 trial upon the Complainants Bill of Complaint herein and said
 Bill having been taken pro confesso as to the said Defendants
 John W. Remter Roscoe Richardson and John A. Page. and the
 answer of Defendants James Mitchell, Holden Putnam, John A.
 Clark & Daniel S. Remter and general replications thereto by
 Complainants and the Complainants gave in evidence the said
 answer of said Defendants and the assignment of John W. Remter
 to John A. Clark & Daniel S. Remter as copied into & made a part of
 said answer and therein marked Exhibit A and excluding the
 part of said answer marked Exhibit B. as to the several admis-
 sions therein contained

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 175
 The Complainants then called as a witness Defendant James
 Mitchell who being duly sworn testified as follows. viz I know
 Defendants John A. Clark and John W. Remter. In February ad
 1858 I was appointed a Receiver by the Circuit Court of Winnebago
 County Illinois. and received from the assignees of John W. Remter
 John A. Clark and Daniel S. Remter a Schedule of accounts Notes and
 books. The assignment of John W. Remter was composed of Notes
 and book accounts. and quit claims deeds for certain real estate a
 bundle of which is attached to the assignment and a line copy of
 which of the assignment is attached to the answer herein. The list
 was furnished me about the time the assignment was made. I have
 brought on the same now into Court the Original assignment but none
 other of the Notes books or accounts. I keep an account as receiver
 into the Stephenson County composed of James Mitchell, Holden
 Putnam, Roscoe Richardson and John A. Page. Witness produces

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the Original assignment of John McRiemer to John A. Clark or Daniel S. Riemer which Complainants offer in evidence said assignment being truly correctly copied into and made a part of the answer of Defendants Mitchell Putnam Clark or Daniel S. Riemer herein

136. The Complainants then asked the Witness the following questions viz
"Have any Notes, accounts or property of Defendant John McRiemer come into your hands or possession since the filing of the bill of Complainants herein? Have any Notes accounts or property of Defendant John McRiemer come into your hands or possession since the filing of your answer herein? Have you received any rents or account of any of the property of John McRiemer controlled by you as receiver, or otherwise since the filing of the bill of Complainants herein? Which questions respectively the Court ruled to be improper and refused to allow the same to be answered by the Witness and to which rulings of the Court the Complainants then and there Excepted. The Court ruled that this Witness James Mitchell should not be Examined as a Witness herein save as to the Defendants other than the Witness. To which ruling of the Court Complainants then and there Excepted. Witness testified I have collected of these accounts and Notes about \$6000. between \$5000 and \$6000. have disbursed out of the same for Expenses about \$7500. besides I have distributed under the Order of the Winnebago County Circuit Court as receiver to preferred Creditors 20 per cent on the principal of their claims. The preferred Creditors are mentioned on Schedule attached to the assignment. There is still a balance in my hands don't know how much perhaps \$1,000.00 or more. (One Thousand Dollars) held on for discharging the purchase of the truck. I hold the money in my hands for the purchase of the truck on me as receiver. In February A.D. 1858 and ever since Daniel S. Riemer and John A. Clark lived in Freeborn Stephens County, Illinois

137

138

Defendants here admitted the incompetency of Defendants John W. Shaffer and Louis F. Russell as charged on the bill of Complaint herein.

179 Complainants then produced Defendant John A. Clark who was sworn as a Witness and testified as follows viz. I know Defendant James Mitchell. I was an assignee appointed by John W. Remeter. I know nothing of Defendant Mitchell receiving anything as receiver save what he himself tells me. He (Mitchell) has told me that he rented the Remeter House. Connected with him as receiver for some time past at \$1,000 per annum. Store part of the House is different. The Remeter House has not rented at \$1,000 all the time since assignment of John W. Remeter was made. Part of the time since it was not rented. When rented it was at \$1,000 per annum. May have told me he rented one at \$300 and one at \$600. The \$600 for the Upper Store under the Remeter House. The Upper Store has been occupied all the time. The Little Store has not. Daniel S. Remeter was in Rockford (Winnebago Co) when the receiver was appointed. Don't know who was Remeter's Counsel at the time. Some filed the bill. Remeter lived in Freeport Stephenson County Illinois before and ever since the bill was filed herein. I don't know about rents only what Mitchell has told me, and it is most likely he has told me all about receiving the rents.

180 Complainants then produced John W. Remeter who was sworn as a Witness and testified as follows viz. I was not in Winnebago County when Mitchell was appointed receiver. Daniel S. Remeter is my brother. I can't tell when the indebtedness mentioned in the bill of Complaint herein accrued to Complainants. Defendant Walter Putnam is receiver for Mitchell as receiver. Putnam is and for 5 years past has been Mitchell's partner in business.

181 Defendants then offered in evidence their answer herein together

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with an instrument attached thereto marked Exhibit B purporting to be a supplement or additions to an assignment made by John W. Remeter to which which Complainants objected but the Court allowed the same to be given in Evidence to which the Complainants then and there objected. Defendants offered in Evidence the amendment of the assignment a copy of which is attached to Defendants answer marked Exhibit B & proved the Execution thereof by John W. Remeter, John A. Clark & Daniel S. Remeter.

Defendants then offered in Evidence what purports to be an Order of the Hannibago Circuit Court made at its September Term ad 1860 in the words and figures following, to wit

State of Illinois }
Hannibago County }

James Mitchell, Holden Putnam,
Roseie K. Richards & John A. Dag,
vs

John A. Clark & Daniel S. Remeter

In the Circuit Court of
Hannibago County of the
February Term ad 1858
In Chancery

Now at this day came

on to be heard the Motion of the Complainants by Smeeth their Solicitor to appoint a Receiver of the Estate lands tenements goods chattels rights credits Books of account. bonds. bills. dues demands notes judgments and other evidences of indebtedness assigned and sold by John W. Remeter to the said Defendants in trust for the uses and purposes mentioned in a certain deed of assignment made and executed by the said John W. Remeter to the said Defendants on the fourth day of November ad 1854. And the Defendants appeared by Jason Marsh their Solicitor and upon reading the bill of Complaint filed in this cause. and the affidavits of James Mitchell and John W. Schaffer read & all attached and stated appearing to the Court that the said Defendants were duly served with notice of said application. and after hearing the arguments of Counsel. On Motion of Smeeth of Counsel for the Complainants the Court doth advise and decree that James Mitchell be appointed and

186 He is hereby appointed to receive all the goods chattels lands tenements rights credits dues demands. Notes bonds bills. judgments books of account and other evidence of indebtedness sold money and assigned as in said Bill of Complaint set forth the stated and charged by the said John W. Brewster to the said Defendants. And it is further Ordered by the Court that the said Defendants do assign and transfer the said Dutch estate vested in them by the said deed of assignment on the said bill of Complaint set forth to the said James Mitchell. And it is further Ordered by the Court the said James Mitchell shall proceed to dispose of the said Dutch Estate and apply the proceeds thereof in the manner and to the persons and for the purposes as set forth on the said deed of assignment which said deed of assignment is set forth in the said bill of Complaint filed in this cause. And it is further Ordered by the Court that before the said James Mitchell shall enter upon the performance of the duties of his Office of receiver which he is hereby appointed he shall enter into bond to the People of the State of Illinois for the use of all persons that may be interested on the Holden Putnam his sureties to be approved by the Master of the Court in the sum of Ten Thousand Dollars conditioned for the faithful performance of of his said duties as receiver and for the faithful application of all the estate lands tenements rights credits notes book accounts bonds bills and other evidence of indebtedness according to the uses and trusts created by the said deed of assignment

Benj A. Sheldon

Filed February 2^d 1858

Wm R. Donnell Clerk

188 And also the parties in the suit of James Mitchell Et al vs John A. Clark Et al of the February Term Ad. 1858 of the Hannesago Common Pleas Court on the writs and figures following viz

189

State of Illinois ⁶⁶ In the Circuit Court of Hannibago County
 Hannibago County ³ in said State of the February Term 1858
 In Chancery

To the Honorable Benjamin A. Shelburne Judge of the Fourteenth
 Judicial Circuit in the State of Illinois in Chancery sitting

Humbly complaining sheweth unto your Honor your Orators

James Mitchell Herlens Putnam Rosewell Richardson and John
 A. Page Co-partners doing business under the name and style of
 James Mitchell and Company in the City of Freeport and County
 of Stephenson and State of Illinois. That John McRenter of the
 County of Stephenson and State aforesaid is now and was on the
 fourteenth day of October A.D. 1854 indebted to your Orators in the
 sum of Eight Thousand One Hundred and forty One Dollars
 and forty cents on seven promissory notes made and executed
 by the said John McRenter and payable to your Orators or order
 by the name and style of James Mitchell and Company on which
 said notes interest is due to your Orators at the rate of Ten per cent
 per annum from maturity of each of the said notes. which said
 sum of principal and interest is wholly unpaid and is now due
 to your Orators. And your Orators further sheweth unto your
 Honor that the said John McRenter was on the fourth day of
 November A.D. 1854 and still is indebted to divers other persons
 besides your Orators in a large sum of money that is to say the
 sum of Ninety Thousand Dollars as your Orators are informed
 and believe to be true. And your Orators further sheweth unto your
 Honor that on the said fourth day of November A.D. 1854 the said John
 McRenter was hopelessly insolvent and utterly unable to pay his debts.
 And your Orators further sheweth unto your Honor that on the said fourth
 day of November A.D. 1854 the said John McRenter made and executed
 certain instrument in writing commonly called an assignment by
 which said instrument in writing the said John McRenter sold conveyed
 and assigned to John A. Clark and Daniel S. Renter both of the City

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193. The said John A. Clarke and Daniel S. Remeter executed in writing for the use and purposes in said instrument in writing named all the good chattels, lands, tenements, rights, credits, dues, demands, notes, bonds, bills, judgments, books of account and other evidences of indebtedness belonging to and owned by him the said John A. Clarke a copy of which said instrument in writing is hereto attached and marked Exhibit A. and which said instrument in writing, your Orators beg leave to refer to and make a part of this your Orators bill of Complaint.

194. And your Orators further shew unto your Honor that the said John A. Clarke and Daniel S. Remeter accepted the litch in the said instrument in writing conferred on them on the day of the date of the same and your Orators further shew unto your Honor that the said John A. Clarke and Daniel S. Remeter immediately after the making of said assignment by the said John A. Clarke take possession of all the property, notes, bills, and books of account in said assignment mentioned and they have continued in the possession of the same and are still in the possession ^{thereof}. And your Orators further shew unto your Honor that the value as your Orators are informed and believe of the books of account, promises, notes and other evidences of indebtedness received as aforesaid by the said John A. Clarke and Daniel S. Remeter is to the amount of Eight Thousand Dollars. And your Orators further shew unto your Honor that all of the books of account and most of the notes aforesaid were due and owing and unpaid to the said John A. Clarke at the date of the said assignment as your Orators are informed and believe to be true. And your Orators further shew unto your Honor that most of the said sum of Eight Thousand Dollars could be collected from the several persons to as aforesaid indebted to the said John A. Clarke in said books of account and notes if prompt and vigorous and persevering effort should be used for that purpose.

196. And your Orators further shew unto your Honor that all or nearly all of the real estate conveyed by the said John A. Clarke in said assignment to the said John A. Clarke and Daniel S. Remeter is so encumbered by mortgages

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Minor shall immediately appoint a receiver to receive the property
 Notes, Books of accounts so as aforesaid assigned. Your Orators and
 the other creditors of the said John B. Brewster will never receive much
 if any benefit from the Estate so as aforesaid assigned. but that the
 said Notes and books of accounts will be lost many of the persons so
 indebted by said Notes and books of accounts in the said monetary
 pressure of the times will be apt to become insolvent. others will be
 apt to sell and dispose of their property and others absent from the State

And your Orators further shew unto your Honor and so charge the
 Court to be that the said John A. Clark and Daniel S. Brewster
 have been requested by your Orators to promptly proceed into the
 collection of said Notes and books of accounts assigned as aforesaid
 but they have and do absolutely refuse to do anything in the
 premises. And your Orators assigns as a reason why your Honor
 should appoint a receiver immediately the foregoing facts and
 statements together with the further facts hereinafter stated

And your Orators further shew unto your Honor that of the Notes
 and book accounts so as aforesaid assigned a very large amount
 thereof is in sums of by law collectable before a Justice of the Peace

And your Orators aver and so charge the fact to be that the said
 John A. Clark and Daniel S. Brewster have never made any effort to
 collect any part of the said Notes or book accounts by suit
 before any Justice of the Peace

And your Orators well hopes that the said John A. Clark and Daniel S.
 Brewster would have faithfully performed the duties imposed on them by
 their acceptance of the said assignment. But now so this may it
 please your Honor that the said John A. Clark and Daniel S. Brewster
 combining and confederating with divers persons to your Orators unknown
 whose names when discovered your Orators pray they may be able to
 to insert herein to appoint to charge them as parties Defendants
 hereto and conspiring hereto among and injure your Orators in the
 premises that the said John A. Clark and Daniel S. Brewster absolutely

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refuse to do anything in relation to the collection of the notes
and accounts so as aforesaid assigned to them and at times they
pretend that they are so burdened on to their own personal business
that they cannot attend to the collections of said notes and accounts
all of which actings, doings and refusals are contrary to Equity and
good conscience and tend to the manifest injury and wrong of
your Orlators in the premises in considerations thereof and for as
much as your Orlators are entirely remediless on the premises according
to the strict rules of the Common Law and can only have relief
in a Court of Equity where matters of this nature are properly
recognizable and referable to the end therefore that the said John
A. Clark and Daniel S. Bemter and the rest of their confederates
when discovered may full live due and perfect answers make
(their answers on oath being hereby expressly waived) to all and
singular the matters herein before stated and charged as fully and
particularly as if the same were hereinafter repeated and they
hereunto distinctly interrogated thereto and that not only as to
the best of their respective knowledge and remembrances but also
as to the best of their several and respective informations learning
and belief. and that your Honor will appoint a receiver in the
full and ample power to do and perform all the duties imposed
on the said John A. Clark and Daniel S. Bemter by the said assignment
aforesaid. And that the said John A. Clark and Daniel S. Bemter
by an Order of your Honor be compelled to deliver to the receiver
to be appointed by your Honor all the goods chattels real and
books of accounts notes bonds bills and other evidences of debt so as
aforesaid assigned by the said John S. Bemter and the said receiver
shall by the Order and decree of this Honorable Court be directed
to pay all sum or sums of money that may come into his
hands by virtue of his appointment as receiver as aforesaid in the
manner and to the person or persons and for the purposes as set forth
in the said Decree of assignment and hereto annexed and marked as

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afraid and your Oators further pray that said receiver may be immediately appointed and that your Oators may have such other and further relief in the premises as the nature of their cause may require and to your Honor shall seem meet

May it please your Honor to grant unto your Oators the most gracious Writ of Subpoena of the State of Illinois to be directed to the said John Alcock and Daniel Stremmer and the rest of their confederates when discovered thereby Commanding them and every of them at a certain day and under a certain pain therein to be specified personally to be and appear before your Honor in this Honorable Court and there and there to answer all and singular premises and to stand to perform and abide such Order and decree therein as to your Honor shall seem meet and your Oators shall ever pray

Smelt Hobbs
Solicitors at

James Mitchell
Hobson Putnam
Roscoe Richards
John A Page

State of Illinois
Stephen C. Combs of James Mitchell of said County being just duly sworn on the do the deore and say that he is one of the Complainants in the foregoing bill of Complaint that he has read and heard read the foregoing bill of Complaint that the matters and things therein stated to be true are true and that the matters and things stated to be true upon information and belief this affiant is informed and believes to be true and this affiant further saith that the appointment of a receiver according to the prayer of the said bill is necessary to secure the debt of the said Complainants in of the estate of the said John Stremmer assigned as in the said bill of Complaint is set forth and further he saith not

James Mitchell

Subscribed and sworn to this 1st day of February A.D. 1858 before

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me Witness my hand & official seal the day & year last aforesaid
 attested Homer A. Hebbard

Seal

Notary Public

State of Illinois

Septimus C. Connelley

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 I, John W. Schaffer of said County being
 duly sworn do the depose and say that he is personally acquainted
 with the parties Complainants and defendants in the foregoing bill
 of Complaint mentioned that he has heard the said bill read that he
 knows of his personal knowledge that the said John W. Bremner in
 said bill named is indebted to said Complainants but the amount
 he does not know that he was personally knowing of the pecuniary
 condition of a large number of the persons indebted to the said
 John W. Bremner on both accounts and notes now assigned to the
 Defendants in the said bill of Complaint as in said bill is set forth
 and that had the said assignees been prompt and given their
 attention to the collections of said notes and books of account on
 very large amount of the same might have been collected and
 this affiant further saith that his means of knowing of the
 state of said notes and accounts is from the fact that he this
 affiant was a partner in the said John W. Bremner when
 a portion of the goods were sold on which said notes and
 accounts accrued and that the only mode of collecting the
 said notes and accounts is by an active business man
 taking charge of the same and giving his undivided attention
 thereto and that with such attention this affiant believes a
 great portion of said notes and books of account may be collected
 and further he saith not John W. Schaffer

Subscribed & sworn to this 1st day of February A.D. 1858
 before me Witness my hand & official seal the day & year last aforesaid
 attested Homer A. Hebbard Notary Public

Seal

seems part shall take possession of all and singular the lands
 tenements and hereditaments and all other the properties hereby
 assigned or intended to be sold and dispose of the same either
 at public or private sale to such person or persons for such prices
 and on such terms and conditions and either for cash or upon
 credit as in their judgment may appear best and most for the
 interest of the parties concerned and convert the same in money
 and also to collect all and singular the said debts, dues, bills,
 bonds, notes, accounts, claims, demands and choses in action or so
 much thereof as may prove collectable, and therefore to execute
 acknowledgments and deliver good and sufficient deeds and bills of
 sale releases and all other instruments of conveyance that may
 be necessary and proper to effect a sale and transfer of any and
 all the estate, properties and effects hereby conveyed or intended
 to be, and by and with the proceeds of such sales and collections
 the said party of the second part is hereby authorized and empowered
 to employ one or more agents, Attorneys or Attorneys who shall be paid
 out of such proceeds a reasonable compensation for their services and
 the said party of the second part shall also at the charge of the said
 trust fund obtain and at all times keep suitable and reason-
 able insurances on the said properties and effects hereby assigned
 and conveyed and shall also pay all the taxes now due or to come
 due on said properties until the same shall be sold and disposed of
 and the residue of the proceeds of such sales and collections shall
 be employed as the net proceeds of the properties and effects hereby
 assigned. And finally and with the net proceeds the said
 party of the second part shall pay and discharge in full the
 several and respective debts, notes, demands and sums of money
 due to the several persons named and designated in the Schedule
 hereto annexed and marked B together with the interest due and
 to grow due on such debts, notes, demands and sums of money

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respectively, and if such net proceeds shall not be sufficient
 to pay the said debts and liabilities mentioned in said Schedule B
 in full then the same shall be paid pro rata on to such net proceeds
 share and share alike as far as the same will go in proportion to
 their respective amounts. And secondly, as to the net
 residue and remainder of such net proceeds of any shall remain
 after the payment in full of the said debts and liabilities men-
 tioned in the said Schedule B said party of the second part shall
 pay to John W Shaffer and Louis G Russell or either of them all
 such sum or sums of money as the said John W Shaffer and the
 said Louis G Russell or either of them may or shall be legally
 liable to pay on any promissory note or notes made and
 executed by the several parties and firms mentioned ~~and~~ in
 marked Schedule C. and hereto annexed and when said notes
 have been executed in part by the late firm of John W Riemer
 and Company and others of the said notes have been executed on the
 name of said firm of John W Riemer & Co since the dissolution
 of said firms (which said several debts mentioned on said Schedule
 marked C the said party of the first part upon the dissolution
 of said firms of John W Riemer & Co assumed and agreed to and
 with said John W Shaffer and Louis G Russell to pay and
 discharge but has hitherto been unable to do). And if said net
 residue and remainder of said net proceeds shall not be sufficient
 to pay the said legal liabilities of the said John W Shaffer
 and Louis G Russell in the premises then the same shall be paid
 pro rata on to such net residue and remainder of said net proceeds
 in proportion to the amount for which they shall respectively
 legally be liable as aforesaid. And Thirdly, as to the net
 residue and remainder of said net proceeds of any shall remain
 after paying in full the said legal liabilities of said John W
 Shaffer and the said Louis G Russell above specified the said
 party of the second part shall pay and discharge in full the

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several and respective debts, notes and sums of money, due or to become due from the said party of the first part or for which he is liable to the several persons and firms named and designated on the Schedule hereto annexed and marked D. together with the interest due and to grow due on such debts, notes and sums respectively. And if the said net residue and remainder of paid net proceeds shall not be sufficient to pay such debts and liabilities mentioned in said Schedule D in full then the same shall be paid pro rata with such net residue and remainder of paid net proceeds share and share alike as far as the same will go in proportion to their respective amounts. And fourthly by and on the the net residue and remainder of paid net proceeds of any shall remain after paying in full the said debts and liabilities mentioned on such Schedule D the said party of the second part pay and discharge all the other debts, demands and liabilities whatever now existing or hereafter due or hereafter to become due against the said party of the first part provided such remainder shall be sufficient for that purpose and if insufficient then to apply such remainder to the payment and liquidation of such debts and demands pro rata share and share alike according to their respective amounts as far as such remainder will extend for that purpose. And lastly the said party of the second part shall return the supplies of any remains after the payment of all debts due by said party of the first part as aforesaid to the said party of the first part his Executors administrators assigns. In witness Whereof the said party of the first part hath hereunto set his hand and seal at New York the day and year aforesaid.

John H. Bunker Seal

The words "but not excluding any property not described" on first page "in the" on third page "legal" on 4th page, more contained in the words "debts and" on the fourth page were erased before Execution. Witness Homer W. Hastings

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The undersigned Daniel S. Remster and John A. Blasco having
been appointed referees in and by the foregoing Decree of a Court
Do by these presents accept the trust and agree to carry out the
same. Witnesses notaries

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Homer H. Hibbard

State of Illinois

Stephenson County

Homer H. Hibbard a Notary
Public in and for said County, Do hereby certify that John
H. Remster personally known to me to be the person whose name
is subscribed to the foregoing instrument of writing as having
executed the same appeared before me this day in person and
acknowledged that he signed sealed and delivered the same as
his free and voluntary act and deed for the uses and purposes
therein set forth. Given under my hand and Notarial Seal



this fourth day of November A.D. 1854

Homer H. Hibbard

Notary Public

Schedule A.

231
Lands situated in Stephenson County and State of Illinois to wit

The North West Quarter of the North East Quarter of Section
Number Twenty seven (27) The South half of the South West
Quarter of Section Number Twenty seven (27) The East half
of the North East Quarter of Section Number Thirty three (33)
The West half of the North East Quarter of Section Number
Thirty four (34) all of the said tracts being in Township
Twenty Nine (29) North of Range Number Seven (7) East
of the Fourth Principal Meridian in all four hundred and
acres more or less.

The Mills and Mill lot at Mendon in said County of Stephenson
on the premises and appurtenances thereto belonging and
described as follows to wit Commencing at the North West corner of
lot No One (1) in said Mendon thence Westerly on a line which

shall Range on the the Northern boundary of said lot to a point on the
 North and South line running through the middle of Section
 Twenty two (22) on which said Mills and lands are situated
 thence from said point South to the center of said Section Twenty
 two. thence with South to a point forty rods distant from said
 center thence East to a point due North of the angle on Hibbard
 Street near the South Eastern corner of the curving ground
 thence South from said point to said angle in Hibbard Street
 thence along Hibbard Street to Canal Street thence along the
 Mill lot to the South East corner of lot Eighty seven thence
 West fifty feet thence North Eighty feet parallel on the
 West line of Lot Eighty six and Eighty seven to the South line
 of lot Eighty five thence West to the South West corner of
 Lot Eighty five thence along the Mill lot to the South West
 corner of lot Forty two thence North West along the rear of the
 lots bordering upon the Mill pond to the place of beginning
 . Also that portion of the South East Quarter of the North
 West Quarter of Section Twenty two in Townships Number
 Twenty Nine (29) North of Range Six (6) East that lies South
 of the Mill race containing thirty nine acres or more. Also
 Lot Number Forty four (44) of the Town of Thurlow on which
 stands the new stone Mill all of which is according to the Record
 Plat of said Town. reserving all roads which are laid on or over
 or across any part of said land lying on said Town of Thurlow
 It being expressly understood that said grantee their heirs and
 assigns shall have the right forever to maintain the dam now
 existing on the North East Quarter of said Section Twenty One (21)
 in said Township Number Twenty Nine (29) so as fully to supply
 with water the Canal leading from said dam to the Mills which
 Canal they are to have the right forever to maintain and the right
 to enter upon the lands and lots through which the said Canal

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raises to view and repair the same at all reasonable times
 also the following described tract of land with Commencing at the
 North Eastern corner of lot Number Seven (7) in Block Number
 Twenty six (56) in the Original Town of Cheepok (now City of Cheepok)
 running thence Southerly on the Eastern line of said Lot Number
 Seven (7) Thirty five feet thence South Westerly on a line parallel
 with Ridge Street Twenty feet thence North Westerly parallel
 with the Mechanic Street Thirty five feet to Ridge Street thence
 North Easterly along Ridge Street Twenty feet to place of beginning
 reserving from said last described tract five acres six feet
 more over and through said last described tract also Lots
 Number Nine (5) and Six (6) in said Block Number Twenty
 six (56) in said Original Town of Cheepok also the Eastern One
 Half of lot Two (2) and all of Lots Number Three (3) Four (4)
 and Five (5) in Block Number Twenty One (51) in said Original
 Town of Cheepok. Also the following described tract of land lying
 and being in the County of Jolanda and State of Illinois to wit
 The South half of the North East Quarter of Section Number Nine (9)
 in Township Number Twenty seven (27) North of Range Number
 Five (5) East of the Fourth Principal Meridian also the following
 described tracts of land lying and being in the County of Carroll
 and State of Illinois to wit The west half of the North East Quarter
 of Section Eight (8) and the West half of the North West Quarter
 of Section Nine (9) in Township Twenty five (25) North of Range
 Four (4) East of the fourth (4) Principal Meridian
 deeds of conveyance for the above described lands have been this day
 executed by John K. Remeter and Emily S. Remeter his wife &
 said John Adams and Daniel S. Remeter the more effectually to
 carry out the intent and purposes of the annexed deed of assignment

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Date	Name of Maker	Name of Payee	80	Attended	Amount	Enrollment
1857 July 17	Geo C Hall	DK Remiter		90 days	5 22	
1857 June 22	John Whittall	"		1 "	1 00	
1857 July 25	Chas Nelson	"		60 "	11 86	
" Aug 1 st	D McLeannins	"		60 "	30 38	
" July 7	James Nelson	"		Oct 1/57	702.63	
1853 Aug 20 (240)	James Nelson	"		60 days	7.86	
1856 Sept 8	W M Hendrie	DK Remiter		"	14 76	
" Jan 2	Geo Nelson	DK Remiter Co		1 "	142 99	80.00
1857 Jan 1	Louis Kubler	DK Remiter		1 "	77 40	
1855 Aug 11	"	"		1 "	99 85	104.00
	Stephenson Connor	Casson Treasury			103 00	
1857 Jan 15 (241)	E H Wixley	DK Remiter		20 days	15 00	
" Oct 21	Erans Hunter	"		1 "	20 90	
" May 9	W O Alentons	"		1 "	57 05	
" May 20	A Malentons	"		1 "	67 38	
" " 8	James Vandell	"		1 "	32 35	
" Oct 10	Renaud Tull	"		1 "	8 76	
1854 Sept 1	Henry Sandoe	"		1 "	4 25	
1857 May 16 (242)	Henry Maule	"		14 "	4 50	
" Aug 8	Alb Smithe	"		1 "	50 00	
" Mar 11	Geo Moore	"		1 "	15 21	
" Aug 22	Geo Elmrod	"		Jan 1/57	30 64	
1855 Mar 17	Johnathan Hay	"		1 "	57 80	45.14
1857 Aug 6	James B Nelson	"		60 "	20 85	
" Feb 7	Ben Helber	"		1 "	16 01	
" Sept 24 (243)	Rastan Wells	"		30 "	20 51	
" Feb 5	W Van Winkle	"		1 "	116 57	
1857 Sept 21	Edes Van Brockline	DK Remiter		20 days	20 95	
1857 Feb 25	G Malmer	"		20 "	2 00	
1857 Jan 26	Alan Vance	"		20 "	4 45	
1856 Mar 17 (244)	Johnathan Eupken	"		1 "	10 68	
					1479.09	229.14

1857	Mar 20	Patrick S Turner	John K Bremeter	1 day	70 41	40.00
"	" 23	Peter Duke	"	1 "	6 22	
"	Jan 1	Olinor Shaddle	"	1 "	22 00	
"	Sch 3	S Slaughter	"	20 "	33 84	20.00
"	" 28	Jonah Stedman	"	20 "	9 60	
"	Mar 7	Samuel Shaddle	"	1 "	24 22	20.30
(245)	" Feb 19	Isaac Smutte	"	1 "	48 55	34.00
1855	Jan 24	James Stevens	"	1 "	28 10	25.00
1856	Dec 18	Egbert Strong	"	1 "	21 46	12.00
1857	Jan 24	William Suterlee	"	4 mo	34 46	2.00
1857	Dec 31	Marling Shoffel	"	1 day	15 00	6.00
(246)	Due	John W Schaffer	12 Shares of R M R R		1200.00	1000.00
1854	Sch 2	L E Reed	"	1 yr	10 35	
"	Mar 6	Sherman Rogers	"	1 day	88	
1857	July 10	L Reece	"	1 "	8 12	
"	Feb 16	Irwin Kornan	"	1 "	24 10	15.00
	Due	W D Rusto	"	1 "	6 63	
1857	Nov 15	"	"	45 "	29 15	20.00
(247)	1857 Mar 28	"	"	Jan 1/53	6 63	1.92
1857	Sch 24	W M Parsons	"	20 day	124 18	94.00
"	Oct 10	Samuel Penneroff	"	1 "	10 95	4.00
1854	Jan 10	J. J. Pellers	"	1 "	5 00	
1857	Sch 26	Jacob Parker	"	20 "	8.01	
(248)	1854 May 25	Richard Patterson	"	90 "	285 80	
1853	at 5	Michael Nagle	"	1 "	240	
1850	Sch 12	Isaac McNamee	"	Due	45	
1857	Jan 25	Edmund Mullachy	"	1 day	20 85	
1856	June 24	H. Mayers	"	1 "	23 19	
1857	Oct 6	A. B. Mullachy	"	2 weeks	3.35	
1853	July 20	Cornell McGee	John K Bremeter	1 day	20 64	
(249)	1857 Sch 27	Peter Mullen	"	20 day	41 50	
					1985.80	1200.22

1854 July 6	Jacob Muller	J H Bremner	Sch 1	26 02	
Mar 28	R B Morgan	"	1 day	24 04	15.00
1853 Jan 22	Samuel Knapp & Co	"	10 "	99 70	
1854 Sch 5	Amend Linderman	"	20 "	70 4	
(250) " July 4	Leri Lucas	"	1 "	22 00	
" July 20	Stephen Kennell	"	90 "	70 6	2.00
" July 14	L M Kratzger	"	Sch 1854	9 26	
" Mar 21	Solomon Kahly	"	1 day	9 88	2.00
" June 24	Chas Keller	"	1 "	44 11	1.25
56 Dec 8	"	"	"	73 45	
1854 Sch 24	Euamb Rught	"	"	23 00	10.00
(251) " Sch 24	Wm Ingram	"	30 "	13 52	
" Jan 2	Abe Johnson	"	1 "	49 49	25.00
54 Sch 1	E B Keller	"	60 "	246 09	249.64
55 Jan 26	Henry Hutten	"	1 "	1 43	
54 Aug 25	Philip Horn	"	1 "	1 38	
55 Dec 21	Emanuel Helman	J H Bremner & Co	1 "	24 64	
(252) 52 Oct 20	Ino Hoos	J H Bremner	60 "	18 00	
54 Jan 15	O P Hopkins	do	1 "	32 15	
" Feb 28	Ino Haughey	"	1 "	8 29	
1854 Oct 3	Pak Edders	"	1 "	32 45	
June 22	Leon Goodrich	"	1 "	29 94	
54 Feb 16	Geo Jones	"	30 "	3 25	
54 Jan 13	Ino Liebler	"	1 "	26 00	
(253) 54 Aug 29	W H Barrett	J H Bremner	1 day	5 29	
54 Oct 2	Valentine Gilman	"	1 "	5 43	
" July 4	S P Bates	"	3 mos	15 41	
" June 24	Jer Prof	"	1 day	85 25	35.00
56 Feb 24	C P Fisher M.D.	"	1 "	9 64	
54 Oct 24	Cornelius Kelly	"	1 "	5 22	
(254) Sch 22	"	"	30 "	36.51	
				995.70	336.92

		83			
5- July 11	Jacob Fowler	J K Remeter	1 day	2.60	
1854 Mar 21	Red Fowler	"	1 "	32 28	20.00
" Feb 26	Ans Futzell	"	1 "	49 63	20.00
56 Nov 29	James Elliott	"	60 "	20.00	
" Dec 1	A J Edmonds	"	1 "	94 25	
57 May 12	Amos & Ellis	"	1 year	100.00	
255) 53 Jan 11	Ms Edms	"	1 day	16 41	
57 Sept 28	Decker	"	30 "	13 38	
" May 7	Q P Duncan	"	1 "	42 49	20.00
57 July 30	Lois Adams	"	1 mo	39 2 1/2	
" July 2	J M Darnick	"	1 day	14 16	10.00
256) Feb 28	Geo Duffield	"	60 "	3 09	
" Aug 12	W H Dani	"	30 "	33 06	18.00
" Oct 2	Ans Dearnick	"	1 "	463 00	42.79
" Sept 15	Acabany	"	30 "	18 54	
" " 5	Albuckhorn	"	"	11 94	
57 Oct 8	Ernst Chapin	Due	Due	1 10	
1854 Oct 5	Mat Carmody	"	"	3 60	
1853 Jan 1	Acabany	"	1 day	9 68	9.00
257) 1854 Feb 21	Acabany	J H Haver	Nov 1/57	15 00	
" Sept 24	Alb Chitts	J K Remeter	3 days	7 50	
" Jan 3	Dan Herron	"	1 "	4 00	
56 Jan 2	Alen Kennell	"	1 "	44 67	
53 July 23	B Barker	J K Remeter & Co	1 "	11 25	
55 June 26	Lucas Burdick	J K Remeter	1 "	42 61	11.32
258) 57 Mar 2	Morris A Barker	"	1 "	28 84	
53 Oct 16	T O Bomer	"	1 "	6 30	
52 June 26	W A Baker	"	10 "	80	
57 Mar 10	Benj Kenner	"	1 "	15 15	
" Mar 6	L Bues	"	1 "	3 00	
" July 4	W Blackmore	"	30 "	14 16	
				1210 57	153.01

1854	Mar 18	Jos Beland	JH Brenster	1 day	14 24	
"	Oct 3	McRucklers	"	1 "	5 00	
"	Aug 20	Ino Brown	"	1 "	85 26	
"	July 22	J. Kean	"	70 "	3 88	
"	Oct 20	J. M Brenster	"		3000 00	
56	Mar 4	Ematt Brown	"	1 "	13 61	
(260)	Mar 20	L. L. Taylor	JH Brenster No.	1 "	49 5	
54	Mar 14	B. Stonell	"	1 "	25 30	
55	Sept 29	Geo Sherman	"	1 "	14 61	
"	Aug 14	L. D. Emmons	"	1 "	21 30	
"	Nov 5	Ino Bentley	"	Jan 1/56	38 42	28.00
56	Nov 22	W. H. Farley	"	1 Oct 1/56	10 00	
	June 14	Ernest Tull	"	60 days	43 14	10.00
261	Aug 30	Q. P. Hunter	H. Keller	12 mo	54 00	40.00
1854	May 15	James Wilson	Chas. Keely	Due	4 00	
55	May 5	L. A. Watson	Silas Kelly	6 mo	10 00	
54	Apr 1	D. Forbes	L. L. Porter	20 days	36 00	
56	Nov 1	Chas. Rockwell	E. T. McCormick	1 May 1/54	45 00	24.00
	May 15	Ernest Murphy	Ino Dearnick	4 mo	8 00	
55	Dec 3	L. H. Blamie M. McConnell	W. S. Long	"	24 00	19.00
262	June 4	W. H. Hutchinson	Chas. Keely	1 day	1 63	
56	Apr 24	Geo. Tucker	H. Keller	6 mo	50 00	32.00
"	May 30	E. Carey	Ino Dearnick	60 days	4 00	4.00
54	Oct 8	L. Chapin	J. H. Brenster	Due	1 10	
56	Dec 29	S. D. Clark	H. S. Hutton	6 mo	10 00	
263	Mar 3	J. P. Belknap	J. H. Brenster	1 Jan 1/54		
54	Jan 15	James B. B. B. B. B.	Chas. Keely	1 Oct 1/54	8 11	
					3550 61	140.50

1854 Jan 5	No Lee	JH Premier	60 days	94 78
56 May 10	NA Jackson		July 1/54	425 84
(264) 56 Nov 8	Chas Miller	S L Carey	Nov 8/54	295 00
56 May 10	NA Jackson		July 1/54	225 00
56 Nov 8	Levie Latta	S L Carey	Nov 8/54	280 00
57 Mar 1	Indrich	JH Premier	Oct 4/58	130 00
"	Buell	"	" " 59	120 00
(265) "	Indo Bricker	"	" " 60	110 00
54 Apr 1	Lakster	Indo S Emmert	6 mos	8234
57 July 26	W S Gray	JH Premier	10 days	15 00
57 May 25		"	2 mos	100 00
" July 20		"	60 days	18 54
" July 24	W S Burgess	"	30 "	34 66
(266) " " 24	Robt Bell	"	90 "	34 43
" " 27	Chas Snyder	"	90 "	36 11
" " "	Jacob Rice	"	90 "	44 09
" " 25	Geo M Gilligan	"	90 "	84 08
" " 24	J Mulliken	"	60 "	48 24
" " 23	A O Butler	"	60 "	51 85
" " 21	W H Ellis	"	Oct 1/54	46 46
(267) " " 25	Chick Bennett	"	2 mo	52 60
" " 25	H D Humphrey	"	60 days	23 52
56 Jan 3	A McIlwain	"	1 day	92 66
57 July 28	"	"	4 mo	28 40
56 Dec 8	A Fuller	Hayes	1 year	20 00
(268) 57 Oct 1	J Millbury	JH Premier	30 days	44 22
" " 14	Robt Davis	"	1 "	36 62
" Sept 21	Sal Shohno	"	1 "	5 43
" Oct 23	"	"	1 "	36 12
" Sept 24	Geo Davis	"	1 "	46 24
" May 8	Phil Foster	"	30 "	29 54

Left money to be returned to me at the end of the year for \$1468 1/2

These have been returned to me by the day to secure the money for \$568 dated July 28/57 and 30 days after date

These have been returned to me by the day to secure the money for \$568 dated July 28/57 and 30 days after date

1269	57 Oct 22	Pak Flynn	JH Bremner	20	"	78 23	} House of Trustees No. 1 payment of notes
	Mar 22	Ans Byron	"	1	"	30 71	
	Schh 30	Phil Hogan	"	1	"	23 76	
	Oct 2	Sol Strong	"	1	"	42 52	
	Schh 22	James Robb	"	30	"	37 38	
	" 30	Dennis Meter	"	1	"	29 23	} are notes are kept in of trustee No.
	" 22	E	"	30	"	27 29	
	Oct 19	Rufus Byrnes	JH Bremner	Jan 1/34		59 68	
(270)	10	Anna Pennakoff	"	1		34 07	
	2	Chas. Rounchell	"	"		25 31	
1856	Nov 18	L Montague	"	1 year		30 00	} As from the John & Luke on call amount to secure the payment of 2 notes for \$1000 each when note is security
	57 June 4	"	"	"		144 46	
	5	James B. Belle	"	1		48 58	
(271)	June 24	Rachel Lee	"	"		63 35	
	Mar 5	Alex Day	"	"		53 64	
	Apr 3	Henry Pake	"	"		168 44	
	Feb 17	Jam	"	"		107 22	
56	Aug 18	Q E Stearns	John Deamuth	1 yr		240 00	
	" "	"	"	"		200 00	
	57 Jan 3	W B Burgess	JH Bremner	Dec 1/37		384 13	
	Apr 13	Lehu Piles	"	1 day		100 00	} 15.00 As from S. Stanley for Crestone 5.00 20.00
(272)	Apr 1	"	"	"		201 18	
	May 9	H E Andrews	"	Jan 1/38		200 63	
	" 8	Q H Logan	"	6 mos		500 00	
55	June 24	Wm Lamb	JH Bremner	1 day		55 36	
	Apr 18	S Mulliken	"	1 "		47 14	
53	Dec 5	L D Elger	"	30 "		7 00	
54	Dec 14	"	"	"		45 0	
273	57 Schh 6	O	"	1 "		2 18	
56	Mar 14	Ans Muller	"	"		46 52	
55	June 12	S O P	W H Kallenbeck	50 days		105 00	
56	Feb 26	Ans Mlemer	JH Bremner	1 day		12 27	
55	Jan 27	Wm Lamb	"	1 "		42 07	

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274 The Books of accounts and accounts of John McRenter. The Books of accounts and accounts of John McRenter Company which Company was composed of John McRenter. John W Schaffer and Louis S Russell. And books of accounts and accounts of John McRenter and Company said Company composed of John McRenter and John W Schaffer including Ledgers Day books and Cash books.

275 Ten Shares of Stock in the Freeport Manufacturing Company.
Sixteen Shares of Stock in the Freeport Gas Light Coke Company
Twenty Eight shares of Stock in the Racine & Milwaukee Railroad Company
Two Horses. One Wagon. One Fish Ruggy. Twenty three head of neat cattle
One Manny Reator. Three Plows. One Harrow. One Cutting box. And
fanning mill. Three sleds. Ten Tons of Hay. One set of harness. about
Four hundred bushels of oats about One thousand bushels of wheat in
Mendon Mills

Schedule D.

One Note due James Mitchell and Company dated July 14, 1856 due
in thirty days for One thousand Dollars upon which John Albarto is
security.

276 One Note due James Mitchell & Co dated Oct 14, 1856 due Oct 14, 1857
upon which John Albarto Al Hunt S L Carey and H Hemmingsway
are securities for the sum of Thirty five hundred and Twenty Dollars
with Ten per cent interest

One Note due James Mitchell & Co dated May 24, 1857 for One thousand
Dollars upon which John Albarto is security due Thirty days after
date with Ten per cent interest after due.

277 One Note due James Mitchell & Co dated May 24, 1857 for One
thousand Dollars upon which John Albarto is security due thirty
days after date with 10 per cent interest after due.

The sum of Three Hundred and Twenty Dollars due to James Mitchell
& Co from Clark & Renter on their Note dated May 8, 1857 due
June 23, 1857 the said firm of Clark & Renter having been composed

53

of John Black and John K Remeter

One Note due James Mitchell & Co dated June 2^d 1857 for Three Hundred and Twelve Dollars due thirty days after date upon which Joseph M Remeter is secunt.

One Note due James Mitchell & Co Mar, 2^{1st} 1857 for One Thousand Dollars due thirty days after date upon which Joseph M Remeter is secunt.

One Note due De Forest & Herre & Co for about One Thousand and forty Dollars upon which A. W. Keen is secunt.

One Note due James Remondated Sept 1 1857 due Sixty days after date for Six Hundred and Sixty six ⁶⁷/₁₀₀ Dollars upon which A. W. Keen is secunt.

A part of One Note Executed by John K Remeter and Amen & Stearns to One S. H. Godley for fifteen hundred Dollars with such part of paid Note as said Amen & Stearns may be liable to pay after deducting the amount which said Amen & Stearns is indebted by Note or otherwise to John K Remeter

An account due William W. Kennison of One Thousand and Eighty Dollars and forty cents

One Note due Joseph Deagon dated Oct 1st 1857 due One year for Three Hundred Dollars.

An account to the Estate of Peter D. Fisher deceased from said John K Remeter as administrator of said Estate amounting to about Nine Hundred Dollars.

Schedule C.

One Note to T. A. Simmons & Co Boston Massachusetts

One Note to S. B. Chittenden & Co of New York City

One Note to Kimball & Robinson Boston Mass

One Note to Steward & Baird of Johnson New York

One Note to Bigelow Ball & Knight of Boston Mass

One Note to Converse & Harding & Co Boston Mass

One note to Austin Sumner & Co Boston Mass
 One note to Skinner Kent & Co Boston Mass
 One or more notes to Roman & McNamee & Co New York City
 One or more notes to Dana Farrer & Hyde Boston Mass
 One or more notes to Lee Case & Co New York City
 One or more notes to Ballender Rodgers & Co Boston Mass
 One or more notes to Purie Homer & Co Boston Mass

Schedule D.

One note due Rob Babcock bal due at bank	\$162.14
One note due Ann J Pollock " "	200.00
One note due Dennis Glynn " "	150.00
One note due Sarah Janson " "	100.00
One note due Warner Wells " "	100.00
One note due Carson Hicks " "	250.00
One note due James Alexander " "	85.00
One note due Nelson Haik " "	50.00
One note due Loyal S Munro " "	1000.00
One note due Julius Racine " "	600.00
One note due Rev G B Bush " "	500.00
One note due Nelson Houlbert " "	100.00
One note due Administrators of Chancery Stebbins	500.00
One note due W H Ell	40.00
One note with due Everett Clark & Co	150.00
One note due A Sudlow	100.00
Account due H. Cormick	200.00
One note due E Oberlaine	200.00
Account due Taylor & Co	1500.00
Sixty five notes payable to Joseph Morris signed by John H Remeter. Joseph M Remeter. Daniel S Remeter At Remeter for \$100 each dated May 18 1854 and due the first of November 18 1854 respectively at intervals of 2 days thereafter amounting in all to	6500.00

281

282

283

284

all such amounts as may be found due to them a settlement
 on the following named persons for services rendered as Clerks
 Bookkeepers, laborers or for materials or labor furnished or performed
 in the erection of the Hotel building, or otherwise for said John Mc
 Bremer, to wit: Martin Cumbell, Charles H. Little, Paul Mc
 Quinn, James Hogan, Patrick Tobin, John Glover, James
 Shockley, Thomas Collman, John Walfinger, and Simon Augustine
 An account due Rollin W. Thell about \$ 50.00
 An account due John Turneure " 68.65
 An account due Mrs. Haller " 40.00
 An account due Rudy Brown of Lancaster Penna about 300.00

Exhibit A

Office Clerk of Circuit Court
 State of Illinois

Stephen C. Smith, I Luther Whelan Clerk of Circuit
 in and for said County certify that the foregoing recd. of assign-
 ment was filed for record this 5th day of November A.D. 1857 at
 9³/₄ o'clock A.M. and received in Book 26 of deeds pages 217, 218
 219, 220, 221, 222, 223, 224, 225, 226 & 227 & Examined
 L. H. Guitars

State of Illinois } In the Circuit Court of Hannibago
 Hannibago County } County of the February Term A.D. 1858
 James Mitchell, Holten Putnam }
 Roswell Rickerson & John Page }
 vs. } In Chancery
 John Albark & Daniel Bremer }

To John Albark and Daniel Bremer the
 Defendants on the above entitled cause. Gentlemen: Yours

please to take notice that we intend by our Solicitors to apply
to the Circuit Court to be holden in and for the County of
Winnebago in said State on the chancey side thereof on the
first day of the next term thereof or as soon thereafter as
Council can be held for the appointment of a Receiver of the
estate property and effects of John K. Bremer assigned
to yourselves on the fourth day of November A.D. 1857 according
to the bill filed in this cause a copy of which said bill you
are hereby and herewith served. Which motions will be made
upon the said bill and affidavits thereto attached with copies
of which affidavits you are also herewith served.

By Smeeth & Hibbard
their Solicitors

James Mitchell
Holders Putnam
Roscoe Richardson
John A. Page

We do hereby acknowledge due service of a copy of the
above notice on us generally. also due service of a copy of the
bill of Complaint in the cause as entitled in the foregoing notice
and referred to in said Notice also a copy of the affidavits
attached to said bill and referred to in said Notice this 1st
day of February A.D. 1858

Paul S. Bremer
John A. Clarke

Filed February 1st / 58
W. B. Dorrance
clerk.

State of Illinois

Winnebago County } The People of the State of Illinois
 do hereby certify that the Court of Winnebago County, holding the Court of Sessions, do hereby certify that you summon John A. Clark and Daniel S. Remeter if they shall be found in your County, personally to appear before the Court of Winnebago County on the first day of the next term thereof to be held at the Court House in the City of Rockford in said Winnebago County on the 4th Monday of April A.D. 1858 to answer unto James Mitchell, Nelson Putnam, Rosewell Richardson and John A. Page in their certain bill of Complaint against them filed in the said Court on the 2nd day of February A.D. 1858 and there this Court with an Enorement hereon in what manner you shall have executed the same
 Witness Myself, John D. Dorr, Clerk of said Court and the Seal thereof at his Office in the City of Rockford in said Winnebago County this first day of February A.D. 1858

Seal

M. D. Dorr, Clerk

State of Illinois

Winnebago County } I served by delivering a true copy of
 the within writ to each of the within named Defendants
 John A. Clark and Daniel S. Remeter this 2nd day of Feb'y 1858

For Service 100

Sam'l D. Church Sheriff

Mileage 10

By James D. Dorr

Return 10 \$1.20.

792

93

James Mitchell Holden Putnam } In the Circuit Court of
 Brock & Richardson John A. Page } Winnebago County in
 v. } the State of Illinois
 John Albart & Daniel S. Bremser } of the February Term
 A.D. 1858

And now at this day came the Defendants
 by Jacob Marsh Esquire their Solicitor and enter their
 appearance on this cause and consent that the Complainant's
 application for the appointment of a Receiver be heard at
 this present term of this Court.

793

Knemall Menby there presents that the James Mitchell
 as principal and Holden Putnam as his sureties are held
 and firmly bound unto the People of the State of Illinois
 for the use of all persons interested who are creditors of John B
 Bremser for whose benefit a certain Decree of assignment was
 made and Executed on the fourth day of November A.D. 1854
 by said John B. Bremser to John Albart and Daniel S. Bremser
 which said Decree of assignment is recorded in the Office of the
 receiver in and for the County of Stephenson in the State aforesaid
 in the sum of Ten Thousand Dollars lawful money of the
 United States for the payment of which well and truly to be
 made me and each of us bind ourselves respectively jointly
 and severally and our respective heirs Executors and
 administrators firmly by these presents Sealed with our
 seals and dated the Second day of February A.D. 1855

794

Whereas by an order of the Circuit Court in and for the
 County of Winnebago in the State of Illinois in Chancery
 sitting made in a cause pending in said Court in which
 James Mitchell, Holden Putnam, Brock & Richardson and

295

John A Page are Complainants and John A Clark and Daniel D Remer are Defendants. Shows among other things Ordered that said James Mitchell be appointed a receiver of the property Equitable interests things in action and effects which were assigned to said John A Clark and Daniel D Remer by John D Remer in and by virtue of the deed of assignment hereinbefore mentioned.

296

Now therefore the Conditions of the above obligation is such that if the said James Mitchell shall do as required by the rules and practice of said Court and shall whenever thereunto required duly account for what he shall so receive or have in charge as receiver in the said cause and pay and apply what he shall so receive or have in charge as he is or may from time to time be directed by said Court. and obey such orders as said Court may from time to time make in relations to said trust and in all respects faithfully discharge the duties of the said trust then the above obligations to be void but otherwise to be and remain in full force

Scaled Signed and delivered }
in the presence of }

James Mitchell Seal
Holmes Putnam Seal

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The above Bonds approved by me Apr 2nd 1858
Feb 2, 1858 Master in Chancery

Filed February 2^d 1858
M D Derricks
Clerk

to the receiving of which respectively in evidence the complainants objected but the Court allowed the same to be given in evidence to which the Complainants then and there assented

Ben A Shelton, Judge of the Circuit

Filed Dec 21, 1861
J H Shaffer Clerk
R S Shuman Clerk

And after said term on the 20th day of December and 1862 it being one of the days of the December Term 1862 of the Stephenson County Circuit Court the following entry was made as appears of record with

Ch 8 William C. Pierce. Solomon H. Home.

Simon Jones. George Bonno. Gustavus Jackson. Thomas B. Stearns. Henry Adams

vs

John B. Remeter. Daniel B. Remeter

John Alclark. James Mitchell

Holborn Putnam. Asa French. Richardsons

and John A. Page

Creditors Bill

Now on this day, come the said parties by their Solicitors. and this cause having been heard upon the pleadings and proof offered therein at a previous term of this Court and after mature deliberations thereon. It is considered and ordered by the Court that the Bill be dismissed at the Complainants Costs. Thereupon this further considered and ordered that said Defendants have and recover of said Complainants their costs by them about this suit in their behalf expended and that they have Execution for the same. Thereupon comes said Complainant William C. Pierce by Hugh H. Barclay his Solicitors and prays an appeal. whereupon this Court ordered that the appeal be allowed upon conditions that the said Complainant bond to said Defendants properly conditioned in the penal sum of Four Hundred Dollars in the Equity of some to as surety on the forth day from the date of the entry of this Order.

Know all Men by these presents that one William D. Pierce as principal and Ezekiel S. Smith as surety are held and firmly bound unto John K. Remeter, Daniel S. Remeter, John A. Clarke, James Mitchell, Holden Putnam, Rosevelt Richardson and John A. Page in the penal sum of Four Hundred Dollars lawful money of the United States for the payment of which well and truly we have made and bind ourselves making Executors administrators and assigns jointly severally and firmly by these presents signed with our hands and sealed with our seals and dated the 26th day of December A.D. 1862

The condition of the above obligation is such that whereas the above named John K. Remeter, Daniel S. Remeter, John A. Clarke, James Mitchell, Holden Putnam, Rosevelt Richardson and John A. Page did on the Eighteenth day of December A.D. 1862 in the Circuit Court of Stephenson County Illinois after a full hearing of the entire Chancery in which William D. Pierce, Solomon H. Home, Simon Jones, George Rimmer, Euclarius Jackson, Thomas C. Stearns and Henry Adams were Complainants and John K. Remeter, Daniel S. Remeter, John A. Clarke, James Mitchell, Holden Putnam, Rosevelt Richardson and John A. Page were Defendants did obtain a final decree of said Court dismissing the Complainants bill at the Complainants Costs and from which decree and determinations of said Court the said William D. Pierce one of said Complainants then and there moved an appeal and has taken an appeal from said decision to the Supreme Court of the State of Illinois

Now if the said William D. Pierce shall pay the costs incurred and damages in case the said decree shall be affirmed and shall prosecute his appeal duly and in due effect and shall pay whatever judgment may be rendered by the Court upon dismissal or trial of said Appeal then the above obligation to be void otherwise to remain in full force and effect

Dear

Send
Dear

20th

Doc Smith 14 Euros 1 st Entg akh r atty 15°	1.55
Fily Bell three 10° latg rily Bono for costs 15°	.75
Sums rily 40° Entg Mo r order mltg defts to ans 40°	.80
Entg Deflt 20° Aid Bell confessed 20 Entg rily Rel 25 Smg rily aff	.60
non recd. 15° Entg rily proof kub off ct 25° Entg rily Rktd deflt ans 25. 65	
Entg rily mo r ord fr deflt Bmster to akhear Dec 6 th r	.45
Entg Mo r order Cmt 40° Entg Mo r order Cmt Dec 2 nd 60 40°	.80
, Order Cmt Dec 16 th 20. Entg prayer for appeal 20°	.40
Entg Overall mgt akhl 20° latg rily akhl bmd 50°	.70
Subps rily 40° rily Technomy 5° Bell fork 30° Cktr hel 35	1.10
Transcript to Sub Comm	3.00

346.

Red of Reff auty \$7.00 on club fee,		38.35
Stff fees: J W Shaffer Secy auty Sum. h'd by Reff	\$8.00	
" " W A Youngman Ex auty Suoka	1.00	9.00
Cumt'is fees Eiles & Secroff Pub House (20 by Reff)	6.00	
		<u>\$ 53.35</u>

Defendants Costs

Entry appraisals 15⁰ Entry rfiled ans 75⁰ 40
 Entry rfiled ans of h^h Deft 75⁰ Entry no road to amend ans 75⁰ 50
 Entry Ans & service writ 20⁰ Ans Indgt 20⁰ Indgt 20⁰ Satis 15⁰ 80
 Answer fr & 20⁰ & rfiled 45⁰ Doe & 10⁰ Shffact 10⁰ 85
 Rule costs 30⁰ etf Seal 35. 65
 \$320

I, J. Wilson Shaffer Clerk of the Stephenson County
 Circuit Court State of Illinois Do hereby certify that
 the above is a true copy from my file book
 Witness my hand and seal of said Court

J. W. Shaffer Clerk
 per E. P. Hodges. dep

State of Illinois
 Stephenson County, J. J. Wilson Shaffer
 Clerk of the Circuit Court in and for said County
 Do hereby certify that the foregoing is a true full
 perfect transcript from the Records and files in my
 office in a cause wherein William A. Pierce Etal
 are Complainants and John M. Renster Etal are
 Defendants

In Testimony Whereof I have hereunto
 set my hand and affixed the Seal of said
 Court at the City of Chicago on said former
 the 14th day of January A.D. 1863.

J. W. Shaffer. Clerk
 per E. P. Hodges. dep



Supreme Court of Illinois
Third Grand Division

Of the April Term A.D. 1863

William P. Pierce
Solomon H. Howe
Simon Jones
George Rounds
Gustavus Jackson
Thomas C. Stearns
Henry Adams — Appellants
vs
John H. Brewster
Daniel S. Brewster
John A. Black
James Mitchell
Walter Putnam
Roderick Richardson
John A. Page — Appellees

Appeal from the
Circuit Court of Stephenson
County Illinois

Assignment of Errors.

And afterwards to Wit, on the first day of the April Term A.D. 1863 before the Justices of the Supreme Court of the State of Illinois, Third Grand Division come the said William P. Pierce, Solomon H. Howe, Simon Jones, George Rounds, Gustavus Jackson, Thomas C. Stearns and Henry Adams by E. S. Smith their Solicitor and say that in the record and proceedings aforesaid and also in giving the Decree aforesaid there is manifold error in this To Wit

1

The Court erred in refusing to decree the assignment and transfer of property from defendant John H. Brewster to defendants John A. Black and Daniel S. Brewster to be fraudulent and void as to these Complainants.

2

The Court erred in dismissing the Complainants Bill contrary to law and the evidence and admissions of the defendants in the suit

E. S. Smith

Sol: r of Counsel for Appellants

Chicago March 30th 1863
Lorenso Leland Esq

Chicago March 26th 1863
Hon^{ble} Leland E.
- Chief Justice Court
Ottawa.

Please add to the
assignment of Errors case. Pierce et al. Plff
vs. Brewster et al. defts in Error
the following additional Errors.

"3rd The Court erred in ruling the questions
asked the witness Mitchell to be improper and
in refusing to allow the same to be answered
by him.

"4th The Court erred in ruling that the witness
James Mitchell should not be examined by
the Cause save as to the defendants other
than the witness"

Yours
O. Smith
Att'y

Filed Nov. 26. 1863
L. Island Cth.

Supreme Court of Illinois
Third Grand Division

William P. Pierce et al
^{vs}
John H. Brewster et al

Assignment of Errors

Supreme Court of Illinois
Third Grand Division

Of the term of April
in the year of our
Lord One thousand
Eight hundred and
Sixty three.

William P. Pierce Solomon
H. Howe Simon Jones George
Rounds Gustavus Jackson
Thomas C. Stearns and
Henry Adams. Appellants

vs.

John K. Brewster Daniel S.
Brewster John A. Clark,
James Mitchell Helen
Putnam Reuelrick Richardson
as John A. Page. Appellees

Afterwards went on the first
Tuesday after the third Monday in April of this
same term before the Justices of the Supreme
Court of the State of Illinois at the Court house in
the City of Ottawa comes the said William P. Pierce
Solomon H. Howe Simon Jones George Rounds
Gustavus Jackson Thomas C. Stearns and Henry
Adams Appellants by A. D. Smith their attorney
and say that in the record and proceedings
aforesaid and also in giving the decree aforesaid
there is manifest error in this Court

1. The Court erred in refusing to decree the

Assignment and transfer of property from the defendant John K. Brewster to the defendants John A. Clark and Daniel S. Brewster to the plaintiff. And verily as to these Complaints

2. The Court erred in dismissing the Complaints bill contrary to law and the Evidence and the admissions of the defendants in the suit

3. The Court erred in ruling the questions asked the witness Mitchell to be improper and in refusing to allow the same to be answered by him

4. The Court erred in ruling that the witness James Mitchell should not be examined in the cause now as to the defendants other than the witness

And the said William B. Pierce Solomon K. Howe Simon Jones George Rounds Gustavus Jackson Thomas C. Stearns and Henry Adams pray that the decree aforesaid for the errors aforesaid and other errors in the record and proceedings aforesaid may be reversed annulled and set aside held for nothing and that they may be restored to all things which they have lost by occasion of the said decree. &c.

C. S. Smith

Attorney for Plaintiff in Error.

And now comes the said
Daniel F. Brewster, John A. Clark, James
Mitchell, ^{Rodriguez, Richardson & John A. Page} and Holden Putnam, by ~~Frederic~~
C. Ingalls their Attorney, and say that in the
record and proceedings aforesaid, there is no
error. Wherefore they pray that the decree
aforesaid may in all things be affirmed to
Fred. C. Ingalls

Atty for Appellants Daniel
F. Brewster John A. Clark James
Mitchell and Holden Putnam
Rodriguez Richardson & John A. Page

Supreme Court
of Illinois

William P. Pelee
Etal

vs

John R. Brewster
Etal.

Assignment &
Waiver of Errors

Filed April 13th 1883.
L. Leland
Clerk

¹⁰³
William C. Pierce Esq
6,

John H. Bremer Esq
Transcript

Filed February 13th 1863

W. Leland
Clerk

13. PA & chs