No. 14493

Supreme Court of Illinois

Moffitt et al

vs.

Richards et al

STATE OF ILLINOIS,

SUPREME COURT.

Third Grand Division.

No. 69.

Moffit
vs
Richards

14533

1863

Supreme Court of Illinois

James Mopit
Laura A Mopit B
John J Hornell
Pltffs in error
vs
Johnathan Richardson et al
Dfts in error

Clerk

Assignment of Error - Court Errd. in

1. As Notice to Hornell pltffs in error to take proof - or When or Where to be taken - or What proof -

2 In allowing Proof ~~was~~ taken exparte - and without notice or citation by master -

3 Because proof taken is insufficient to sustain allegations of bill -

Because

4 There is no proof to Show that the lands were James Mopits -

Because

5 ~~But~~ the proof in Hornells answer is abundantly to Show ~~the title in~~ the Conditionary title in Laura A Mopit -

6 Because Hornells answer was called for under oath it is not re-butted by a witness - It is evidence - & disregarded by the Court -

Court erred in disregarding

7 Formally answer which alleges, that he held the title in trust to negociate a loan to pay Mofitt's indebtedness—

1st that of C H & Co advances

2 Expenses in negociating

3. Bal to be deposited in bank to the credit of Lamon & Mofitt

4. That complts had sold with Mofitt for $752-72 and rec'd his order upon Forwell in payment.

This was a settlement of suit—

5. Forwell says when he negociates a loan he is willing to accept order & pay the same to complts—

Court Erred in requiring—

8. No proof of loan by Forwell—

& Forwell there has been a loan made—

9 & No proof of any money or property in the hands of Forwell—

& Forwell denies he has any money—

10 Because there is no order of Court to No motion to Confirm Report of Master—

11 Because Decree independent of the Report and contrary thereto—

12 Court Erred in granting ~~Complts Counsel notwithstanding~~ a decree agst Horwell for money—

~~They might have taken a decree against Mofit to pay~~

13 Erred in requiring only proof of original judgment to life lorden & Under the proof they are not entitled to a decree, even agst James Mofit—

14 Erred in not requiring ~~Proof~~ proof that he Horwell had ~~any~~ property or money— of James Mofit

15 ~~Ha~~ Because the Collateral equities in the lands are not disturbed by the proof Hence they remain in Laura A Mofits— under the proof—

16 Because No fraud was proved— or attempted

17 Because All is fair or destitute of fraud— so far as the proof goes—

18. Because 1st Proof ~~It~~ only shows a Judgment agst James Mofit in the Superior Court of Chicago— ~~Because~~ in form of complts &

2 ~~Complts~~ an unaccepted order on Horwell for $752-72; but he has no money to pay it with of ~~the mofits~~ James Mofit against whom the debt exists—

19 Because ~~Hick~~ Hornell & answer under oath says he is not bound to pay, but stands ready to pay when he negociates a loan upon the lands he holds in trust for that another purpose &c

20 Because ~~[illegible]~~ Hornell not negociated a loan and he had not shown cause why he had not — which was sufficient

~~But this cause why he had not~~

~~he has shown~~

21 Because they had enjoined him — and never removed the injunction — the is still enjoined ~~[illegible]~~ and ~~[illegible]~~ prohibited from negociating said loan

C M Crawley
attorney
for plffs in Error

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Supreme Court

James Moffit et al

vs

Richards et al

Assignment of Error

Filed May 17, 1862

J. Leland

Clk

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The People of the State of Illinois
By the Grace of God free and Independent ~

To all to whom these presents shall come Greeting:
Know ye that we having caused to be inspected the Records and proceedings now remaining in the office of our Clerk of our Circuit Court in and for our County of Kankakee Do find certain Records and proceedings in the words and figures following to wit:

Kankakee County Circuit Court
of the April Term A D 1861

United States of America
State of Illinois } ss
Kankakee County

Pleas before the Honorable Charles R Starr Judge of the Twentieth Judicial Circuit and presiding Judge of the Kankakee County Circuit Court in the State of Illinois at a Term of the Circuit Court of said Kankakee County began and held at the Court House in the City of Kankakee in said County and State aforesaid on the second monday (the same being the Eighth day) of April in the year of our Lord one Thousand Eight Hundred and Sixty one and of the Independence of the United States the eighty Fifth

Present Hon Charles R Starr Judge of the 20th Judicial Circuit
C H Wood States Attorney " "
James H Burgess Sheriff of Kankakee County
attest Elon Curtis Clerk of the Circuit Court

And heretofore to wit: on the 10th day of January A D 1861 the complainants in this cause by Helm & Clark their Solicitors did file in the office of the clerk of our said Court their

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~~State of~~ _____ ~~COUNTY.~~ } SS. _____ ~~County~~ _____ ~~Court,~~

~~Of the~~ _____ ~~Term, A. D. 18~~

Circuit Court of Kankakee County } In Chancery ~~To the Judge of said Court, in Chancery sitting:~~
& State of Illinois

Jonathan Richards Frederick Crumbaugh and Meader A Shaw of the City of Chicago and State aforesaid

bring this their bill against James Mafet Laura A Mafet John O Farwell

and therein your Orators complain and say, that heretofore, to wit: in the Term of July in the year of our Lord one thousand eight hundred and Sixty in the Superior Court of Chicago by the consideration and judgment of the said Court, your Orators recovered against James Mafet

Defendant in this suit, the sum of Nine hundred and Nineteen dollars and seventy seven cents & the further sum of seven dollars & forty cents

for the damage which they had sustained as well by by reason of the non performance of certain promises and undertakings of him the said James Mafet before that time entered into with your orators

as for the costs and charges of your Orators by them about their suit in that behalf expended, which were adjudged to your Orators in and by the said Court, whereof the said James Mafet was

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, for greater certainty, your Orators pray leave to refer, will more fully and at large appear.

And your Orators further show unto your Honor, that the said judgment so recovered in manner aforesaid, remaining in full force and effect, and the said sum of damages aforesaid unpaid and unsatisfied, your Orators on or about the Sixth day of July in the year of our Lord one thousand eight hundred and Sixty for the purpose of obtaining satisfaction of the said judgment, sued and prosecuted out of the said Court a writ of the people, called a Fieri Facias, directed to the Sheriff of the County of Kankakee in said State ~~County, that being the County~~ in which said Defendant resided at the time of the issuing of said writ; by which said writ the said sheriff was commanded, that, of the goods, chattels, lands and tenements of the said James Mafet

Defendant in ~~your County, you cause to be made the sum of~~ said suit he cause to be made the sum of Nine hundred and twenty seven dollars and seventeen cents damages & costs

which your Orators in the said Superior Court of Chicago ~~Court~~ recovered against the said Defendant James Mafet

and that he should have the money at the Clerk's Office of said Court, at Chicago in said Cook County, ~~in ninety days from the date thereof~~, to satisfy the judgment so recovered by your Orators as aforesaid; and that he should have then and there that writ.

And your Orators further show unto your Honor, that the said writ of Fieri Facias, before the delivery thereof to the said Sheriff of the said County aforesaid was duly endorsed, and was afterwards, and on or about the Ninth day of July in the year of our Lord one thousand eight hundred and Sixty delivered to the said Sheriff to be executed in due form of law.

And your Orators further show unto your Honor, that the said Sheriff of said County aforesaid, on the fifth day of October in the year of our Lord one thousand eight hundred and Sixty was returned on the said writ to him in that behalf directed and delivered, as aforesaid, that said writ of fieri facias was in no part satisfied

as by the said writ of Fieri Fasias and the directions, and the return of the said Sheriff endorsed thereon as aforesaid, ~~now on~~ filed in the office of the Clerk of the said ~~County~~ Superior Court of Chicago on the day and year last mentioned will more fully appear; and to which, or to a copy thereof, your Orators pray leave to refer.

And your Orators further show 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 James Mafet has

not paid the same to your Orators, but has hitherto wholly neglected and refused so to do.

And your Orators further show unto your Honor, that there is now actually and equitably due to your Orators upon the aforesaid judgment, the sum of Nine hundred and twenty Seven dollars and seventeen cents

together with the interest thereon from the Sixth day of July one thousand eight hundred and Sixty over and above all claims of said Defendant by the way of set off, or otherwise.

And your Orator~~s~~ further show unto your Honor, that on or about the Month ~~day~~ of September and before that time, in the year of our Lord one thousand eight hundred and fifty Eight the said Defendant James Mafet was

engaged in the mercantile business at the Clinton in the State of Iowa

and that your Orator~~s~~ are informed and believe that in the course of the said mercantile business of the said Defendant James Mafet

divers persons became indebted to him to a large amount, and 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 hold~~s~~ 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 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 Orator~~s~~ said judgment, against him the said Defendant

James Mafet

And your Orator~~s~~ also charge that the said Defendant James Mafet is the

owner of, or in some way or manner 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

James Mafet 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 co-partnership; and also that he had in his possession, at the time of the filing of this your Orator~~s~~ bill of complaint, 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, in trust or otherwise, for his benefit.

And if the said Defendant James Mafet

made any ~~sale~~, assignment or transfer of his property or effects, or any part thereof, your Orator~~s~~ expressly charge 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

James Mafet

so assigned, and placing the same beyond the reach of your Orators said judgment, and enabling the said Defendant

James Mafet

to control and enjoy the same, and the avails thereof; or to hinder and delay your Orator~~s~~ in the collection of their debt now in judgment as aforesaid; and that so it would appear, if the said Defendant James Mafet

would state and set forth when and to whom such ~~sale, transfer or~~ assignment or transfer 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 or transfer 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 Orator~~s~~ claim a full and complete discovery of all such property, effects and things in action, belonging to the said Defendant

James Mafet

and of all trusts whereby any property, debts or effects are held for the use or benefit of the said Defendant ~~last named~~, ~~and~~ 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 trusts 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 Orator~~s~~ bill of complaint.

And your Orator~~s~~ further show unto your Honor, that they have reason to believe, and do believe, that the said Defendant ~~last named~~ has property and other equitable interest, things in action or effects, of the value of more than ~~one~~ five hundred dollars, exclusive of all prior first claims thereon, and which your Orator~~s~~ have been unable to reach by execution on said judgment, against the said Defendant ~~last named~~; and that this your Orator~~s~~ bill of complaint is not exhibited by collusion with the said Defendants, or with any other person, or for the purpose of protecting the property or effects of the said Defendant

against the claims of other creditors; but for the sole purpose of compelling payment and satisfaction of the judgment so, as aforesaid, recovered by your Orators against the said Defendant .

And your orators further show unto your Honor that they are informed and believe that the said defendant James Mafit was some time during the months of September A.D. 1857 the owner in fee simple of nineteen ~~deed~~ and two acres off of the west part of the East half of the North West quarter of section number five also the West half of the South East quarter and the East half of the South East quarter of said section five also the east half of the South East quarter of section number six also the North East quarter of section seven and also the north half of section eight all in township number thirty north of Range twelve west lying and being in said County of Kankakee and that afterwards during the same month and year last aforesaid the said Defendant James Mafit sold and conveyed the said lands and to one Paul B King and that afterwards the said Paul B King reconveyed the land by indenture of Mortgage to the said defendant James Mafit to secure ~~the payment~~ a part of the purchase Money therefor and that subsequently the said Mortgage was assigned & transferred to Laura A Mafit the wife as your orators are informed and believe of the said James Mafit by the procurement of said James & through the intervention of some third person or by some other method unknown to your Orators & your orators are informed and believe that the said Laura A Mafit claims to own the said premises in her own right by foreclosure of said Mortgage or in some other way unknown to your Orators Whereas upon the contrary your Orators upon information and belief charge the facts to be that the said premises were transferred to the said Laura for the purpose of hindering and delaying your Orators in the Collection of their said debt and that the said James is the equitable owner of the said lands and your Orators further show upon information & belief that the defendants James Mafit and Laura A Mafit have made certain other conveyances assignments or transfers to the defendant John C Hanwell the precise nature of which are unknown to your Orators but your Orators charge the fact to be that the same if any have been made were made without any valuable consideration and to the manifest injury of your Orators & further your Orators charge that equitable title of the said property is in the defendant James Mafit & that the whole of said property is held by the said Laura A Mafit & John C Hanwell for the use and benefit of the said James Mafit And your orators further show that sometime during the months of August A.D. 1860 the defendants James Mafit and Laura A Mafit executed and indenture of trust Deed upon the above described premises or a greater part thereof to John C Hanwell of the City of Chicago purporting to secure the payment of four thousand Dollars whereas your orators upon information and belief show and charge the fact to be that the said trust Deed with two promissory notes executed by the said James Mafit for two thousand dollars each were left and deposited with the said John C Hanwell for the purpose of negotiating a loan thereon for the use benefit and behoof of him the said James Mafit and that the said promissory notes were the only consideration of said trust deed

And your Orator well hoped that the said Defendant James Mafit

would have paid to your Orator the amount due them on said judgment, or would have applied for that purpose any property, 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 it is, may it please your Honor, that the said Defendants James Mafit & Laura A. Mafit and John W. Farwell & each of them combining and confederating ~~together and~~ with divers other persons, to your Orator unknown, but whose names when discovered they pray may be inserted herein, with proper and apt words to charge them; and contriving how to injure and defraud your Orator in the premises, neglect or refuse to pay the amount so due to your Orator on their said judgment, or to apply for that purpose any property, money, debts, or other equitable interests or things in action belonging to the said Defendant

and for reason whereof the said Defendant set up a variety of unfounded pretenses. All which actings, doings, neglects and pretenses, are contrary to equity and good conscience, and tend to the manifest wrong and injury of your Orator in the premises. In tender consideration thereof, and for as much as your Orator are remediless in the premises, at and by the direct and strict rules of the Common Law, and cannot have adequate relief, save in a Court of Equity, where matters of this and a similar nature are properly cognizable and relievable. To the end, therefore, that the said Defendants and each of them may if they can show why your Orator 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, remembrance, information and belief, full, true, direct and perfect answer make to all and singular the matters and things hereinbefore stated and charged, and particularly to such 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 Defendant 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 property, interest and effects of the said Defendant

James Mafit

including all things in action of whatever nature or kind, with 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

James Mafit had

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 or doubtful, and whether at the time of filing this your Orator bill of complaint they had not some property, real or personal, in law or equity, belonging to him or held in trust for him or in which he had not ~~ha~~ 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 had not money of some kind in his possession, or under his control, or deposited to his credit, or for his use, or in some way 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 by whom the same is held; and that they may also state whether they had any other equitable interest or things in action, or other means belonging to him or in which he is in any way interested, whereby he could pay any part of the amount so as aforesaid due to your Orator upon their said judgment against him the said Defendant

James Mafit

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 Defendant may state and set forth, each for himself or herself, 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

And that the said Defendant~~s~~, or some of them, may be decreed to pay your Orator~~s~~ the amount so as aforesaid due to Them for principal and interest on his said judgment, together with your Orator~~s~~ 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

James Moffit

or held in trust for him, or in which he is in any way or manner beneficially interested; and that the said Defendant James Moffit 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 him

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 other person in trust for his use or benefit, or any stock or interest in any private or incorporated company, or any property, real or personal, things in action, or chattels real held by him 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 fund so held in trust has proceeded from some person other than the said Defendant

James Moffit

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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 confessing any judgment for the purpose of giving preference to any other creditor over your Orator~~S~~, 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 with the usual powers of receivers in like cases, of all the property, equitable interests, things in action and effects of the said Defendant James Mafit and that the defendant Laura A Mafit be enjoined from making any conveyance of the said land and that the Defendant Dolly V Farwell be enjoined from negociating any loan upon the said trust deed & notes & that if he shall have negociated said loan that he be enjoined from paying over any of the money to ~~the~~ either of the other defendants their agents attorneys or any one in their behalf And that your Orator~~S~~ may 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 Orator~~S~~ the People's Writ of Injunction, issuing out of and under the seal of this Honorable Court, to be directed to the said Defendant~~S~~ James Mafit Laura A Mafit and John V Farwell

and to their Counselors, Attorneys, Solicitors, Trustees and Agents, therein and thereby commanding and strictly enjoining the said Defendant~~S~~ and the persons before mentioned, in manner aforesaid.

And may it please your Honor to grant unto your Orator~~S~~ the People's Writ of ~~Summons~~ subpoena issuing out of and under the seal of this Honorable Court, ~~to~~ be directed to the said Defendant~~S~~ James Mafit Laura A Mafit and John V Farwell

therein and thereby commanding them and each of them on a certain day and under a certain penalty, to be therein inserted, that they personally be and appear before the Judge of the Circuit Court of Ramsabee at the Court Room in the City of Ramsabee 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 Orator~~S~~ will ever pray, etc.

Helm & Clark
Solicitors.

Jona Richards
Fred Crumbaugh
Theodore A Shaw

State of Illinois
Cook COUNTY, } ss.

On this 10th day of January one thousand eight hundred and Sixty One personally came before me, Jonathan Richards to me ~~who, being duly sworn, saith that he~~ oath that he knows the contents of the foregoing Bill & that the same is true as he verily believes & further says not

Jonathan Richards

~~that he has read the foregoing Bill of Complaint, and knows 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 he believes it to be true.~~

~~Notarial Seal~~ Chancellor T Jenks Notary Public

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On the Bond of said Bill was endorsed the following order to wit,

Let an injunction issue as prayed for on entering this Bond in the sum of One thousand Dollars with Thos J Wade as surety conditioned according to Law

Jany 18th 1861

G N Stars
Judge of the 20th Judicial Circuit

1273

~~STATE OF~~

~~COUNTY,~~

~~COURT.~~

Jonathan Richards et al ~~Complainants.~~

vs.

James Mafet et al

~~Defendants.~~

~~CREDITOR'S~~ BILL.

Filed Jany 10th 1861
Edwin Curtis Clerk
By J B Welch Deputy

~~Solicitors for Complainant.~~

Culver, Page & ~~Hoyne~~, Stationers, Chicago.

And petitioners do pray that the 10th day of January AD 1861 last aforesaid may be entered in pursuance of the order of Court to dismiss the 20th judicial Circuit entered upon said bill and a certain part of the proceeding in the thousand dollars in suit, filed

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And afterwards to wit on the 10th day of January A D 1861 last aforesaid the complainants did file in the office of our clerk of our circuit court a Bond in the words and figures following to wit

Know all men by these presents that we Jonathan Richards and H S Hall are held and firmly bound unto James Mofit Laura A Mofit and John V Farwell in the penal sum of One thousand Dollars lawful money of the united states for the payment of which said sum well and truly to be made we bind ourselves our heirs executors and administrators jointly and severally by these presents sealed with our seals and dated this 10th day of January A D 1860

The condition of the above obligation is such that whereas the above bounden Jonathan Richards and Frederick Cummingh & Theodore A Shaw have on the day of the date hereof prayed an injunction out of the circuit court of Kankakee state of Illinois against the above named James Mofit Laura A Mofit & John V Farwell the same being about to be sued out of said court returnable on the second monday of April next to the term of the said court there to be holden. now if the said Jonathan Richards Frederick Cummingh & Theodore A Shaw shall prosecute their said suit with effect or in case of failure therein shall well and truly pay and satisfy the said Mofit Mofit & Farwell all such costs in said suit and such damages as shall be awarded against the said Richards Cummingh & Shaw their heirs executors or administrators in any

suit or suits which may hereafter be brought for wrongfully suing out said Injunction then the above obligation to be void otherwise to remain in full force and effect

sealed and delivered in presence of

Jonathan Richards (Seal)
H S Hall (Seal)

on the back of which is the following endorsement viz

Filed this 10th day of January 1861
Elm Curtis clerk
By J B Welch Dep

And afterwards to wit on the 10th day of January AD 1861 aforesaid our said Clerk in pursuance of the order of Charles R Starr Judge of the 20th Judicial Circuit of said state endorsed on the said bill of complaint did issue a certain writ of Injunction to Cook County in the words and figures following to wit;

INJUNCTION WRIT.—Culver, Page & Hoyne, Stationers, 128 and 130 Lake Street, Chicago.

STATE OF ILLINOIS,
13 Kankakee County, } ss.

The People of the State of Illinois:

To James Mafit Laura A Mafit and John V Farwell

and to your Attorneys, Solicitors, Agents, and Servants, and to each and every of them, GREETING:

WHEREAS, it hath been represented to the Honorable Charles R Starr presiding Judge of the Circuit Court of Kankakee County in the State aforesaid, on the part of Jonathan Richards Rd Frederick Crumbaugh and Theodore A Shaw

Complainants in their certain bill of complaint, exhibited before said Judge, and filed in said Court, against you, the said James Mafit Laura A Mafit and John V Farwell

to be relieved touching the matters therein complained of. In which said bill, it is stated among other things, that you are combining and confederating with others to injure the complainant, touching the matters set forth in the said bill, and that your actings and doings in the premises are contrary to equity and good conscience. And the said Judge, having under his hand endorsed upon said bill an order that a Writ of Injunction issue out of said Court, according to the prayer of said bill; We, therefore, in consideration thereof, and of the particular matters in said bill set forth, do strictly command you, the said James Mafit Laura A Mafit and John V Farwell

and the persons before mentioned, and each and every of you, that you ABSOLUTELY DESIST AND REFRAIN 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 James Mafit

or any bills, bonds, notes, drafts, checks, book accounts, mortgages, judgments, or other debts due to James Mafit

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, disposing of, or intermeddling with, any money in coin, bank bills, drafts or checks belonging to

James Mofit whether in his possession or held by any person in trust for his use or benefit or any stock or interest in any private or incorporated company or any property real or personal things in action or chattels held by him 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 fund so held in trust has proceeded from some person other than the said defendant James Mofit And that you the said Samuel Mofit be enjoined from making any conveyance of the said land in the said Bill of complaint mentioned to wit 19 2/10 acres off of the East p of the North W 1/4 of section No 5 also the W p of the South E 1/4 and the E p of the South E 1/4 of said section 5 also the E p of the south E 1/4 of section No 6 also the north east quarter of section seven and also the north half of section eight all in Township No 30 North of Range 12 West in said Kankakee county or any other lands owned by James Mofit or Samuel A Mofit. And ~~also~~ that you the said John T Fanell be enjoined from negociating any loan upon the said trust deed and notes mentioned in said Bill and that if you shall have negociated any loan that you be enjoined from paying over any of the money to either of the other defendants their agents attornies or any one in their behalf and you the said Samuel A Mofit and James Mofit are hereby prohibited from making any assignment of your property and from confessing any judgment for the purpose of giving preference to any other creditor over the said complainant and from doing any other act to enable other creditors to obtain your property until this Honorable Court in Chancery sitting shall make other order to the contrary. Hereof fail not under the penalty of what the law directs.

To the sheriff of Cook county to execute and return in due form of law

Witness Elm Curtis clerk of the said court and the seal thereof at Kankakee City in said county this Seventh day of January A D 1861

Seal

Elm Curtis clerk

By G B Welch Dep

On the back of said writ is the following endorsement. to wit

Served this writ on the within named John T Fanell other not found in my county by delivering a copy thereof to him this 12th day of January 1861

A C Hessing Sheriff Cook County

by W P Gray Deputy

and on the day and year last aforesaid our said clerk issued a certain writ of summons in the words and figures following to wit:

~~[illegible]~~

~~[illegible]~~

~~[illegible]~~

CHANCERY SUMMONS.—Kankakee Gazette Print.

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STATE OF ILLINOIS, } ss.
KANKAKEE COUNTY,

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

We Command You, That you Summon James Mafit Laura A Mafit and John V Farwell

if they shall be found in your county, personally to be and appear before the Circuit Court of Kankakee County, on the first day of the next term thereof, to be holden at the Court House in Kankakee City, in said Kankakee County, on the Second Monday of April next, to answer unto Jonathan Richards Frederick Cunningham and Theodore A Shaw

in their certain bill of complaint filed in the said Conrt on the chancery side thereof.

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

Seal

Witness, ELON CURTIS, Clerk of our said Court, and the Seal thereof, at Kankakee City, this Sixth day of January A. D. 1861

Elon Curtis Clerk.

By J B Welch Deputy.

on the back of which is endorsed the following to wit

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No. .....

CHANCERY SUMMONS.

Kankakee County Circuit Court.

In the matter of

vs.

STATE OF ILLINOIS, County, } ss.

the within named defendant.

Sheriff.

Fees.—Service, - - - - .....
Copy, - - - - - .....
Mileage, - - - - - .....
Return, - - - - - .....
$.....

Filed in the Circuit Court this ..... day of ..... 186 .....

Clerk.

Solicitor.

Served this writ on the within named defendant John V Farwell by leaving a true copy and reading the same to him the other defendants not found in my county this 12th day of January AD 1861

H C Hesing
Sheriff

by W P Gray Dep

And afterwards to wit on the 23d day of March AD 1861 the defendant John V Farwell filed a certain answer in said cause in the words and figures following to wit;

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State of Illinois }
County of Kankakee } ss In the circuit Court of Kankakee County In Chancery ~

Frederick Crumbaugh Jonathan Richards and Theodore A. Shaw ~
vs
James Mafit Laura A Mafit & John V. Farwell ~ ~ } Creditors Bill

The answer of John V Farwell one of the defendants to the bill of complaint in the above entitled cause

This defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exceptions to the many errors and insufficiencies in the complainants said bill of complaint contained for answer thereunto or unto so much or such parts thereof as this defendant is advised is material for him to make answer unto he answering says that he has no knowledge or information whether or not said complainants recovered a judgment against the said Defendant James Mafit in the Superior Court of Chicago at the time & for the amount stated & set forth in their said bill of complaint except from the allegations in their said Bill of complaint contained and therefore this defendant neither admits nor denies the same but requires proofs of such allegations

And further answering he says that he has no knowledge or information except from the allegations in said Bill of complaint contained whether or not the said complainants said alleged judgment still remains in full force and effect and unpaid and unsatisfied. nor whether or not on the said sixth day of July AD 1860 for the purpose of obtaining satisfaction of the said judgment said complainants sued out of said Superior Court of Chicago a

mit of the People called Fieri Facias directed to the Sheriff of the County of Kankakee in said state to collect the said Judgment as stated in said Bill of complaint nor whether or not the said mt of Fieri Facias was delivered to the said sheriff at the time & in the manner & for the purpose stated in said Bill of complaint nor whether said mt before such alledged delivery was duly indorsed as alledged nor whether or no the said mt of Fieri Facias was on the the said fifth day of october AD 1866 or any other time was returned by the said Sheriff of Kankakee County in no respect satisfied as alledged and set forth in said Bill of complaint this respondent therefore neither admits or denies either of the aforesaid allegations and requires the said complainants to prove the same in such manner as this honorable court may direct. and further answering this respondent says he has no knowledge & is not informed except by the said bill of complaint whether or not the said defendant James Mafit is now justly indebted to said complainants the full amount of the said alledged judgment to wit the sum of One Hundred Twenty seven 17/100 dollars with the interest thereon from the said sixth day of july AD 1866 over and above all claims by way of set off or otherwise. and therefore he neither admits or denies the same but requires said complainants to make due proof thereof.

Fifth answering this respondent says he has no knowledge nor has he been informed except by the said bill of complaint that the said defendant James Mafit was in the months of september AD 1858 and before that time engaged in the merchantile business in the state of ~~of~~ Iowa and that during such business divers persons became indebted to him to

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large amounts or that at the time of filing the said Bill of complaint said James Mafit had debts due him for which he holds divers securities to a large amount or or has divers goods wares and merchandise or other articles of personal property which belongs to him or in which he in some way or manner is beneficially interested or that he has equitable interests or things in action of some nature or kind which might and ought to be applied to the payment of said complainants said judgment this respondent therefore neither admits or denies the said several allegations but on the contrary this respondent has been informed that the said James Mafit never was engaged in the merchantile business in the State of Iowa or therefore requires said complainants to make proof of each of said allegations as said court may direct under and in accordance with the laws of this state And further answering this Respondent says he has no knowledge nor information except from the said Bill of complaint that the said James Mafit is the owner of or in some way or manner 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 or that he is the owner of or in some way beneficially interested in the stock of some company incorporate or unincorporated or in the profits of some company or copartnership or that he had in his possession at the time of filing of said Bill 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 ~~securities~~ for the payment of money held by some other person in trust or otherwise for his benefit nor whether he has

made any assignment of his property or effects or any part thereof or if so whether the same is merely colorable or made with a view of protecting the property and effects of the said James Mafit & placing the same beyond the reach of said complainants said alledged judgment & enabling said Mafit to control & enjoy the same & the avails thereof or to hinder & delay the said complainants in the collection of their said judgment nor whether or not the said James Mafit has property or other equitable interests things in action or effects of the value of more than five Hundred Dollars exclusive of all prior first claims thereon as stated and charged in the said complainants said bill of complaint this respondent therefore neither admits or denies the same and each of the last aforesaid allegations but requires proof of the same according to the law and rules governing in such cases

And further answering this Respondent states from information that sometime in the fall of A.D. 1857 the said James Mafit held a title deed of some kind to 19. & 31/100 acres of Real estate off of the west part of the east half of the north west quarter & the west half of the south east quarter & the east half of the south east quarter of sec five and the east half of the south east quarter of sec six & the north east quarter of sec seven & the north half of section eight all in Township no thirty 30 North range twelve 12 west situated in the County of Kankakee in the state of Illinois as the trustee in fact of the said defendant Laura A Mafit and this respondent so states and avers the fact to be and also states upon information and belief that the said mentioned and described real estate was purchased

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by the said James Mafit in the capacity of agent for the said Laura A Mafit and with the property of the said Laura A Mafit and this respondent so states and avers the fact to be And further answering says that he has been informed that the said lands were conveyed at some time & in some manner by the said James Mafit to the said Paul B Ring and that the said Paul B Ring afterwards reconveyed the same by mortgage to the said James Mafit to secure in part the purchase money therefor but at what time or in what manner and for what consideration the said conveyance and said reconveyance as aforesaid were made this respondent is not informed and does not know and cannot state but this respondent from information and belief states & so avers the fact to be that the said James Mafit was in fact at the time of said transactions acting for and in behalf of the said Laura A Mafit and that the said Laura A Mafit never relinquished her right to such property and now claims the same as hers in her own right and that she was or is the owner of the same by purchase and that the same was purchased with her own means independent of any and all means of the said James Mafit and that the said Laura A Mafit now claims said premises & insists that she has a right to hold the same as against all persons whomsoever this respondent from information and belief states that the said mortgage so as aforesaid made by the said Paul B Ring to the said James Mafit was in some manner assigned transferred and conveyed to the said Laura A Mafit but of the time manner consideration & the circumstances this respondent has no knowledge or information & cannot state but this respondent from information states and so avers the fact to be that

such transfer was made for the purpose of vesting the legal title to said mentioned lands in the said Laura A Mafit where it rightfully & equitably belonged & that she was at the time & had been from the beginning of all said transactions the equitable owner of the said lands & the interests contained in & secured by the said mortgage.

And further answering this Respondent admits that he now holds the title to the said lands in trust by virtue of two certain deeds of conveyance for the purposes hereinafter mentioned. To wit one bearing date the 10th day of August A D 1865 executed by the said Laura A Mafit as principal and James Mafit her husband for and in consideration of one dollar to her in hand paid and for other valuable consideration & and the other said deed bears date the 10th day of August 1865 executed by the said James Mafit and Laura A Mafit his wife for and in consideration of one dollar and other valuable consideration paid to each of them respectively and further states that this respondent accepted such deeds & the lands therein conveyed in trust for the purposes hereinafter stated and that the said property so conveyed to him by the said James & Laura A Mafit respectively and the assignment of the said mortgage was insisted upon for the sole purpose of obtaining the complete title to said lands without any liens adverse titles and incumbrances whatsoever and the same were accordingly made to secure the payment of certain indebtedness hereinafter mentioned. This Respondent further says that at the time of the said conveyances the said James Mafit was indebted to Francis B Cooley Elisha A Wadsworth and this Respondent who were then copartners doing business in the city of Chicago under the firm name of

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Cooley Farwell & co upon account for money loaned & advanced to the said James Mafit & Laura A Mafit and upon two promissory notes and for goods wares and merchandise sold and delivered by the said Cooley Farwell & co at the request and upon the responsibility of the said James Mafit to assist them doing business in the state of Iowa by the name and style of Mills & Graham in the aggregate sum of One Hundred fifty one dollars & fifty two cents besides the interest thereon at ten per cent. That a part of said sum is secured by two certain promissory notes made by the said James Mafit. one dated 19th February AD 1858 in the sum of one Hundred Ninety eight 64/100 dollars and payable to the order of Cooley Farwell & co four months after date and the other said note dated 3d April AD 1858 made in the sum of seven Hundred Ninty 14/100 dollars and payable to the order of Cooley Farwell & co four months after date. that the said account was made on the tenth day of January AD 1860 in the sum of Twenty two 74/100 dollars. and the said money loaned was so loaned to the said Laura A Mafit and James Mafit as advances upon the said trust deed now held by this respondent at the request of the said Laura A Mafit and the said James Mafit as follows seven dollars and twenty five cents on the 4th day of January AD 1861. the sum of ten dollars on the 19th day of February AD 1861 the sum of two Hundred two dollars on the 2d day of March AD 1861 and the sum of Five 30/100 dollars on the 18th day of March AD 1861 which said sums of money so advanced this respondent was to receive interest upon from the day of date aforesaid at the rate of ten per cent per annum and

that such advances were made to defray expenses in the liquidation of the said mortgage indebtedness due the said Lowe hereinafter mentioned and to pay debts which this respondent agreed to pay before the filing of the said Bill of complaint and this Respondent further states that the said Laura A Mafit and James Mafit agreed to and with this respondent that he should reserve out of the moneys loaned upon said notes & mortgage all expenses for time labor & money expended in their behalf about such loans & all other expenses & time expended in that behalf with interest at ten per cent upon such advances. And this Respondent further states and avers that there was a mortgage made by the said James Mafit and Laura A Mafit upon the premises or a greater portion of the same to one Peter Lowe to secure the payment of certain indebtness due the said Lowe for a part of the purchase money of the said lands which said indebtness exclusive of the interest accruing thereon since then was in the sum of Twenty seven Hundred and forty four 44/100 dollars upon which said mortgage there is now due as this respondent is informed and believes the full sum of one thousand dollars that previous to the filing of the said complainants said bill of complaint the said Laura A Mafit and James Mafit applied to this respondent to advance to the said Laura A Mafit the said sum of one thousand dollars for the sole and exclusive purpose of paying off and satisfying the said mortgage interest of the said Peter Lowe upon the said premises in said bill mentioned and this Respondent then agreed with the said Laura A Mafit to advance the said sum of money for that purpose on condition that she pay him interest thereon at the

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rate of ten per cent per annum and on the further condition that she procure the satisfaction of all mortgages held by the said Peter Lowe upon said premises and exhibit to him a duly certified transcript of the records of the said County where the said lands are situate that the same were free & clear from all incumbrance and it was further agreed by and between the said Laura A Mafit & this respondent that he should re grant a loan upon certain notes made for that purpose by means of the said trust deeds made and executed by the said James & Laura A Mafit to this Respondent ~~and to that end~~ and to that end in the sum of Four thousand dollars, two certain promissory notes were made by the said James Mafit of even date of said trust deed each in the sum of two thousand dollars and payable in four & five years after date with interest at ten per cent per annum. And this respondent further says ~~that~~ from information and belief, that the said Laura A Mafit procured from the said Peter Lowe a full satisfaction of his said mortgage and caused the same to be filed in the office of the Recorder of the County where said lands are situated and that she has also procured a certified transcript of the title of said lands which said mortgage and release & transcript, this Respondent now has to be produced in such manner as this court may direct and for greater certainty this respondent begs leave to refer to the same. And this respondent states and so avers the fact to be that the said trust deeds so made and executed by the said Laura A Mafit & James Mafit & the said promissory notes accompanying ~~the same~~ said mortgage to this respondent were made and executed at the time aforesaid & in the manner aforesaid to secure

the payment of the said indebtedness of the said James Mapit to the said Corley Farwell & co & also to secure this respondent in the payment of the moneys so as aforesaid advanced to the said Laura A Mapit for the purposes aforesaid and that it was agreed at the time between them the said James Mapit Laura A Mapit Corley Farwell & co & this Respondent that when the said mortgage and notes made for such purpose were negotiated & a loan effected thereon this respondent was to reserve all such moneys as should be required to pay all that was due to said Corley Farwell & co as aforesaid and all moneys due for advances by this affiant as aforesaid with the interest thereon at ten percent & for his ~~time~~ expenses & time in attending to the negotiation of such loan and the balance was to be deposited with messrs H W Harwood & co bankers of Kankakee city in this state to the credit of the said Laura A Mapit

And this respondent further states that as a further security to this respondent and the said Corley Farwell & co as aforesaid and to make perfect in this respondent the title to the said lands the said Laura A Mapit being then possessed of in her own right of a certain mortgage originally made by Paul B Ring & wife upon the said premises for and in consideration of the premises & one dollar in hand paid to her by this respondent sold transferred assigned and conveyed unto this respondent the said mortgage interest her said husband joining with her in the execution of the same the said mortgage bears date 19th day of September A D 1857 and was made to secure the payment of Eight Thousand Nine Hundred Twenty Eight dollars which said amount was

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also secured by five certain promissory notes bearing
even date therewith & made by the said Paul B Ring
and payable to the said James Moffit or order which
said notes were given in consideration of the sale of the
said premises to the said Paul B Ring which said notes
as this Respondent is informed have never been paid and
now belong to this respondent for the purposes aforesaid by
assignments duly endorsed on the said notes for the
consideration and for the purposes aforesaid

And this respondent states and avers that
the aforesaid transfer to him of the said lands were upon
the considerations aforesaid and was for purposes aforesaid
& not for the use and benefit of the said James Moffit as
alledged in said Bill to defraud the said complainants

And this Respondent further avers that his object
in accepting said trust was to secure the payment of the
said notes and account so due & payable as aforesaid
from the said James Moffit to the said firm of
Orby Farnell & co and the payment of the money so as afore
said advanced by said firm to said James Moffit
& Laura A Moffit & also to secure the said sum of one
thousand dollars with the said interest thereon agreed to be advanced by this respondent
as aforesaid to said Laura A Moffit to pay off the said mort
gage due the said Peter Lowe as aforesaid and that this
Respondent now holds the said trusts for such purposes &
for the purpose of raising other money to aid in paying the
debts of other creditors of the said James Moffit including
a portion of that alleged to be due from the said James
Moffit to the said complainants. And this respondent further
states from information and belief & he so charges the fact
to be that the said James Moffit and Laura A Moffit
have made a full settlement with the complainants for

the alledged judgment indebtedness of the said James Mafit by which said settlement the said Laura A Mafit & James Mafit have agreed to pay to them something more than seven hundred dollars and for the purpose of carrying out the said settlement & to pay the amount agreed upon the said complainants have received from the said James Mafit and Laura A Mafit an order for such amount upon this Respondent as full payment of the amount now due from said James Mafit to said complainants upon said alledged judgment and the said complainants on the 16th day of March AD 1861 presented to this Respondent the said order for his recognition and acceptance which this respondent stands ready to do when he is released from the injunction imposed upon him by the said complainants by reason of said bill of complaint and the order of this court so that this respondent may proceed under his said trust & negociate the said loan upon the said premises & when he shall have procured such loan he stands ready to pay over to the said complainants the said sum of money mentioned in the said order given as aforesaid in payment & settlement of the said complainants said judgment in their said bill of complaint mentioned and assented. And having fully answered all the allegations in the said bill contained this Respondent prays to be hence dismissed with his reasonable costs most mirrifully exclaimed

John V Farwell

State of Illinois
County of Cook } ss
City of Chicago

on this 20th day of March

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AD 1861 personally came before me Cyrus M Hawley a notary public in and for the said city of Chicago John T Farwell one of the defendants named in the foregoing answer to the Bill of complaint therein mentioned and who being duly sworn by me testified that he had read the said foregoing answer and that he fully understands the same that he signed the said answer and knows the contents thereof and that the same are true except those parts and matters stated upon information and belief and that as to those matters he believes to be true In witness whereof I have hereunto set my hand and notarial seal on the day and year above written

seal

C M Hawley
Notary Public

on the back of said answer appears the following endorsement. Filed March 23d 1861

Elon Butts clerk
by J B Melchoeffy

And afterwards to wit on the 19th day of
December AD 1861 in pursuance
of the order endorsed upon said Bill
our clerk did issue a certain writ of Injunction
to Kankakee County in the words
and figures following to wit;

INJUNCTION WRIT.—Culver, Page & Hoyne, Stationers, 128 and 130 Lake Street, Chicago.

STATE OF ILLINOIS, } ss.
Kankakee County,

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The People of the State of Illinois:

To James Mofit Laura A Mofit and John V Farwell

and to your Attorneys, Solicitors, Agents, and Servants, and to each and every of them, GREETING:

WHEREAS, it hath been represented to the Honorable Charles R Starr presiding Judge of the Circuit Court of Kankakee County in the State aforesaid, on the part of Jonathan Richards Frederick Crumbaugh & Theodore A Shaw

Complainants in their certain bill of complaint, exhibited before said Judge, and filed in said Court, against you, the said James Mofit Laura A Mofit and John V Farwell

to be relieved touching the matters therein complained of. In which said bill, it is stated among other things, that you are combining and confederating with others to injure the complainant, touching the matters set forth in the said bill, and that your actings and doings in the premises are contrary to equity and good conscience. And the said Judge, having under his hand endorsed upon said bill an order that a Writ of Injunction issue out of said Court, according to the prayer of said bill; We, therefore, in consideration thereof, and of the particular matters in said bill set forth, do strictly command you, the said James Mofit Laura A Mofit and John V Farwell

and the persons before mentioned, and each and every of you, that you ABSOLUTELY DESIST AND REFRAIN 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 James Mofit

or any bills, bonds, notes, drafts, checks, book accounts, mortgages, judgments, or other debts due to James Mofit

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, disposing of, or intermeddling with, any money in coin, bank bills, drafts or checks belonging to

James Mafit whether in his possession or held by any person in trust for his use or benefit or any stock or interest in any private or incorporated company or any property real or personal things in action or chattels held by him or by any other person for him or in which he has any interest whatever except when said trust has been created by or the bond so held in trust ~~for~~ has proceeded from some person other than the said defendant James Mafit and that you the said Laura A Mafit be enjoined from making any conveyance of the said land in the said Bill of complaint mentioned to wit 19 7/100 acres off of the east p of the north W 1/4 of section no 5 also the W 1/2 of the south E 1/4 and the E 1/2 of the south E 1/4 of said section 5 also the E 1/2 of the south E 1/4 of section 6 also the north east quarter of section seven and also the north half of section eight all in township no thirty north of Range 12 west in said Kankakee County or any other lands owned by James Mafit or Laura A Mafit.

And that you the said John V Farwell be enjoined from negociating any loan upon the said trust deed and notes mentioned in said bill and that if you shall have negociated any loan that you be enjoined from paying over any of the money to either of ~~any~~ the other defendants their agents attorneys or any one in their behalf. And you the said Laura A Mafit and James Mafit are hereby prohibited from making any assignment of your property and from confessing any judgment for the purpose of giving preference to any other creditors over the said complainant and from doing any other act to enable other creditors to obtain your property until this Honorable court in Chancery sitting shall make other order to the contrary hereof fail not under the penalty of what the law directs

To the sheriff of said County to execute and return due in form of law

Witness Elon Curtis Clerk of the said court and the seal thereof at Kankakee city in said County this Nineteenth day of December A D 1861

(Seal)

Elon Curtis Clerk
by J B Welch Deputy

The endorsement upon the back is in the words and figures following to wit:

State of Illinois } ss. I have served this Injunction by delivering a true copy thereof to the within named James Mafit and Laura A Mafit this 21st day of December
Kankakee County } 1861 the within named John V Farwell is not found in my County

James W Bemis Sheriff
by Jacob O'Brecht deputy

Filed Dec 26. 1861 E Curtis clerk
by J B Welch dep

~~[illegible]~~

~~[illegible]~~

~~[illegible]~~

And afterwards to wit on the day and year last aforesaid our said Clerk did issue the following Summons to wit:

~~[illegible]~~

~~[illegible]~~

~~[illegible]~~

CHANCERY SUMMONS.—Kankakee Gazette Print.

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STATE OF ILLINOIS, } ss.
KANKAKEE COUNTY,

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

We Command You, That you Summon James Mafit Sarra A Mafit and John V Farwell

if they shall be found in your county, personally to be and appear before the Circuit Court of Kankakee County, on the first day of the next term thereof, to be holden at the Court House in Kankakee City, in said ~~Kankakee~~ County, on the first Monday of January next, to answer unto Jonathan Richards Frederick Cumbaugh and Theodore A Shaw — —

in their — — certain bill of complaint filed in the said Conrt on the chancery side thereof.

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

Seal

Witness, ELON CURTIS, Clerk of our said Court, and the Seal thereof, at Kankakee City, this 19th day of December A. D. 186/

E Curtis Clerk.

By J B Welch Deputy.

on the back of said summons ~~was~~ is the following endorsement to wit.

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No. .....

CHANCERY SUMMONS.

Kankakee County Circuit Court.

In the matter of

..... vs. .....

STATE OF ILLINOIS, } ss.
..... County, }

..... the within named defendant.

..... Sheriff.

Fees.—Service - - - - - .....
Copy, - - - - - - .....
Mileage, - - - - - .....
Return, - - - - - .....
$ .....

Filed in the Circuit Court this ..... day of ..... 186 .....

..... Clerk.

..... Solicitor.

State of Illinois } ss
Kankakee County }

I have served this summons by delivering true copies thereof to the within named James Mafit & Lauren A Mafit this 21st day of december 1861 the within named John V Farwell is not found in my County James H Burgess sheriff by Jacob Obrecht dep

Kankakee County Circuit Court
of the January Term thereof AD 1862

35 United States of America
State of Illinois } ss
Kankakee County

Pleas before the Honorable Charles R Starr Judge of the Twentieth Judicial Circuit and presiding Judge of the Kankakee County Circuit Court in the State of Illinois at a Term of said Court begun and held at the Court House in Kankakee City in the County and State aforesaid on the first Monday (the same being the sixth day) of January in the year of our Lord One Thousand Eight Hundred and Sixty Two and of the Independence of the United States of America the Eighty sixth

Present Hon Charles R Starr Judge of the 20 Judicial Circuit
C H Wood States Attorney for 20th Judicial Circuit
James W Burgess Sheriff of Kankakee County
Elon Curtis Clerk of the ~~Kankakee County~~ Kankakee County Circuit Court of

And afterwards to wit on the 9th day of January AD 1862. the same being one of the regular days of said January Term AD 1862 and the said Court then sitting duly organized for the transaction of Judicial business the following proceedings were had in said Court and entered of Record. to wit

Jonathan Richards
Frederick Cummtaugh &
Therdric A Shaw - -
1275 vs } Bill & Injunction
James Mafit Laura A
Mafit and John V Farrell } Now comes the complainants

by Helm & Clark & Moore their attorneys on whose motion it is ordered by the court that the Defendants James Mafit and Laura A Mafit do file their answer herein by Tuesday morning of the second week at Ten o clock

And afterward to wit. on the 9th day of January A D 1862 last aforesaid the said complainants did file in the office of our clerk their certain Replication in the words and figures following to wit

State of Illinois } ss
Lasalle County } Circuit Court January Term A D 1862

Jonathan Richards
Frednell Brumbaugh &
Theodore A Shaw } In Chancery
vs
James Mafit et al } And the said complainants come and say that the matters and things set forth in their said Bill of complaint are true in substance and in fact and that the matters and things set forth in the answer of the Defendant John V Farwell contrary thereto are untrue and this they are ready to make appear as by this court shall be directed

Helm & Clark
Sols for complainants

on the back of which appears the following endorsement to wit

Filed Jany 9th 1862
E Curtis clerk
By J B Welch dep

And afterwards to wit on the Eighteenth day of January A D 1862. the same being one of the regular days of the said January Term for

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said year 1862. and the said court being then duly organized and sitting in open court for the transaction of judicial business. the following proceedings were had and entered of Record by said court in the words and figures following to wit:

1275

Jonathan Richards
Frederick Cunningham and
Theodore A Shaw
vs
James Moffit Sawyer
A Moffit and John V Farwell

} Bill and Injunction

and now at this day comes the complainants by Helm Clark & Moore their Solicitors on whose motion it is ordered by the court that the Rule to answer heretofore entered herein be and the same is hereby extended until the first day of March next and that this cause stand continued

United States of America
State of Illinois } ss
Kankakee County

Pleas before the Honorable Charles R Starr Judge of the Twentieth judicial circuit and presiding judge of the Kankakee County circuit court in the state of Illinois at a term of said court begun and held at the court House in Kankakee city in the county and state aforesaid on the second monday (the same being the fourteenth day) of April in the year of our Lord one thousand Eight Hundred and Sixty two and of the Independence of the United States the Eighty Sixth

Present Hon Charles R Starr judge of the 20th judicial circuit
Charles H Wood states atty " " "
James H Burgess Sheriff of Kankakee County
Elon Curtis clerk of the Kankakee County circuit court

And afterward to wit on the 18th day of April AD 1862. the same being one of the regular days of the said Court for the April term AD 1862 last aforesaid and the said Court being then duly organized and sitting in open court for the transaction of business the following proceedings were had and entered of Record by the said Court to wit;

Jonathan Richards
Fredrick Cunningham and
Theodore A Shaw
1275 vs — Bill and Injunction
James Mofit Laura
A Mofit and John V Farrell

Now at this day come the the complainants by Helm. Clark & Moore their solicitors on whose motion it is ordered ~~that~~ by the Court that the defendants James Mofit and Laura A Mofit be called. Thereupon the said defendants and each of them were solemnly called in open court but come not nor either of them nor have they nor either of them filed their answer herein in obedience to the rule of this court heretofore entered herein requiring them so to do but of this they and each of them ~~fail~~ fail and make default which by order of the court is entered of Record Thereupon on motion of complainants Solicitors it is ordered by the Court that the complainants Bill of complaint and the matters and things therein stated be taken as true and confessed by the said defendants above named by reason of such default. and on further motion of complainants solicitors it is ordered that this cause be and it is hereby referred to Ira Bartlett master in Chancery of this Court to take the proofs touching

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the truth of all the material allegations of the complainants bill of complaint and Report the same with his opinion thereon to this court with all convenient speed,

And afterwards to wit: on the 24th day of april AD 1862. the said master to whom this cause was referred. comes and files his Report in the words and figures following to wit:

State of Illinois } ss
Kankakee County }

In the Circuit Court of Kankakee County of the April term AD 1862

Jonathan Richard
Frederick Cramlough et al
vs
James Mafit et al

In Chancery Bill

To the Honorable R Starr Judge of the 20th judicial Circuit of the State of Illinois
In Chancery Sitting

The undersigned Master in Chancery of said County of Kankakee State of Illinois to whom it was refered by order of said Court at said term on the 18th day of April AD 1862 to take the proofs in the above entitled cause and report the same together with his opinion thereon &c

Respectfully Reports to your Honor that ~~the~~ he has taken all the proofs offered in said cause all of which were offered on the part of the said complainants and consists, First, of a certified copy of the order of the judgment at law rendered in the Superior Court of Chicago

which said copy is hereto subjoined and made a part of this Report Marked "A" and shows a Judgment rendered against the said Defendant James Maffit in said Court for the sum of Nine hundred and Nineteen Dollars and seventy seven cents as is alledged in that behalf in said Bill of complaint in favor of the complainants in this cause

Second — an order drawn by Laura A Maffit and James Maffit on John V Farwell & Co of the firm of Covey Farwell & Co Chicago Ill for the sum of seven hundred and fifty two Dollars and seventy two cents ($752 72/100) dated March 13th 1861 payable to the order of James Maffit and endorsed by him to Richards Crumbaugh & Shaw on the back thereof March 13th 1861 and same is hereto attached and made a part of this Report Marked "B"

The Master further Reports to your Honor that the said certified copy of Judgment and the said order together with affidavits concerning them hereinafter mentioned are the only proofs and papers offered or presented before him in this cause except the papers already filed in said cause before the same was refered to said Master by order of the Court aforesaid and his opinion therefore as hereinafter set forth is founded on the said copy of Judgment - the said order, and the Bill, answer and papers filed and appearing in said cause, and the said affidavits

The Master further Reports that in his opinion the complainants obtained Judgment against the said defendant James Maffit as is alledged and set forth in said Bill of complaint and for the sum there stated which Judgment is in full force and unpaid as in that behalf alledged in complainants Bill of complaint

And it appears in the answer of said John V Farwell (one of the defendants in this cause) to the complainants Bill of complaint that upon certain

condition therein stated he would and was ready to pay complainants a certain sum of money —
That part of his answer refered to is as follows

And this Respondent further states from information and belief and he so charges the fact to be that the said James Maffit and Laura A Maffit have made a full settlement with the complainants for the said Alledged judgment indebtedness of the said James Maffit by which said settlement the said Laura A Maffit and James Maffit have agreed to pay to them something more than seven hundred Dollars and for the purpose of carrying out the said settlement and to pay the amount agreed upon the said complainants have received from the said James Maffit and Laura Maffit and order for such amount upon this Respondent as full payment of the amount now due from said James Maffit to said complainants upon said alleged judgment and the said complainants on the 16th day of March A D 1862 presented to this Respondent the said order for his recognition and acceptance to which this Respondent stand ready to do when he is released from the injunction imposed upon him by the said complainants by reason of said Bill of complaint and the order of this court so that this Respondent may proceed under his said Trust & negociate the said loan upon the said premises and when he shall have procured such loan he stands ready to pay over to the said complainants the said sum of money mentioned in the said order given as aforesaid in payment and settlement of the said complainants said judgment in their said Bill of complaint mentioned and described

The answer above of said Respondent was filed March 25 1861

There appears on file also in said

cause a Stipulation or release Filed Feb 20th 1861 which is as follows

" In the Circuit Court of Rankakee County in Chancery
" Jonathan Richards Et alvs James Moffit et al Creditors Bill
" The complainants hereby consent that the said defendant
" John V Farwell may proceed and negotiate a loan of money
" upon any Real estate put into his possession for that purpose
" and for the payment of the debt due Cooley Farwell & Co for
" which the said Moffit is holden to pay by the said defend
" ant James Moffit and Laura Moffit his wife & the injunction
" issued from said court in said cause shall not interfere with
" such negociation & loan but he shall be allowed so to do

"Helm & Clark"

"Sols for complts"

The said defendants James Moffit and Laura A Moffit filed no answer in this cause to the said bill as appears to the Master

Complainants file general Replication to John V Farwells answer

The Master further reports that he has the affidavit of H F Helm which is hereto attached and made a part a part hereof showing that the said Stipulation above described & copied was drawn by and accepted by the said John V Farwell through his attorney or solicitor C M Hawley and the Master believes therefore that it was such Stipulation or release from said injunction as said John V Farwell required in his said answer same is marked "C" — and also the affidavit of George R Clark showing that said order above mentioned and described was the same mentioned in said Farwells answer and that same was presented to said Farwell on or about the 16th day of March 1861 for payment

and said affidavit is hereto attached and made a part hereof marked "D" — and the Master believes the aforesaid order the same mentioned in Farwells answer and the same one presented as therein stated

The Master further certifies that he has computed the interest on said judgment from the time of the rendition thereof up to the date hereof and find the amount of judgment and interest thereon now due and owing complainants to be the sum of One thousand and twenty three dollars and fourteen cents, and costs as in said bill alledged for the sum of Seven Dollars and fifty cents making in all the sum of One thousand and thirty dollars and fifty three cents ($1030,53)

And I further certify that in my opinion the said John B Farwell one of the said defendants ought to pay to the said complainants the sum of seven hundred and fifty two dollars and seventy two cents with interest thereon from the 16th day of March AD 1861 which would be the sum with such interest added of Eight hundred and two dollars and fifty two cents ($802,52) Being the amount of the aforesaid order referred to in the his answer with said interest included

And that the said James Maffit ought to pay to said complainants the sum of two Hundred and twenty Eight Eight dollars and One cent being the balance of said judgment interest and costs aforesaid

The master is of the opinion that the court ought to grant a decree against defendant John B Farwell for the amount of the said order & interest thereon as aforesaid for said sum of $802,52

And that the said James Maffit should be ordered and decreed by the court to pay complainants the sum of Two hundred and twenty eight Dollars and One cent as aforesaid being the balance as aforesaid and that the

same ought to be a lien upon all the right title and interest whatsoever as a judgment at law of the said James Moffit and the said Laura A Moffit his wife in and to the land and premises described and set forth in said complainants Bill of complaint from the granting of said decree by the court But that said lien ought not to effect or impair any rights or security which said John V Farwell defendant may have acquired in and to said lands and premises from and through said James and Laura A Moffit by the said two Trust deeds and assignment of Mortgage by Paul B King to said John V Farwell and every and all title right and interest acquired by said defendant Farwell previous to the filing of complainants Bill of complaint to the said lands in said Bill described so far as any acts or transactions growing out of negociations for loans or other matters mentioned in said Bill and answer of said Farwell may have given said defendant Farwell any title right or lien or interest to said lands and the same in my opinion ought not to be disturbed by the decree if made by the court as afore reported should in the Masters Opinion be made

All of which is Respectfully submitted to the court

Dated April 23d 1862

Ira Bartlett
Master in Chancery

45

In the Circuit Court of Kankakee County In Chancery

Jonathan Richards et al
vs
James Mafit et al
} Creditors Bill

The Complainants hereby consent that the said defendant John V Farwell may proceed and negociate a loan of money upon any real Estate put into his possession for that purpose & for the payment of the debt due Cooley Farwell & Co for which the said Mafit is holden to pay by the said Defendants James Mafit and Laura Mafit his wife & that the injunction issued from said Court in said cause shall not interfere with such negociation & loan, but he shall be allowed so to do

Helm & Clark
Sols for Compls

on the back of which stipulation is the following endorsement to wit: Filed Feby 20th 1861

Elm Curtis clerk
by J B Welch deputy

State of Illinois
Cook County } "C"

Henry I Helm being duly sworn says that the stipulation hereto attached and entitled in the case of Jonathan Richards et al vs James Mafit et al in the Kankakee Circuit Court was signed by this affiant in the name of & in behalf of Helm & Clark solicitors for the complainants at the request of C N Hawley solicitor for defendant John V Farwell and that the

same when so signed was taken by the said Hawley and this affiant has not seen the same until presented therewith attached to the masters report in said cause & further says not

H. I. Helm

Subscribed and sworn to
this 2d day of April AD 1862 before me

Notarial seal

John A Bross
Notary Public Cook Co Ill

To John B Farwell Esqr of the firm of Messrs Corley Farwell & Co Chicago Ill

Pay to the order of James Mafit Esqr of Aroma Kankakee County & State of Illinois seven hundred and fifty two dollars and seventy two cents $752-72 and charge the same in account of loan authorized to be negotiated by me & Oblige

Laura A Mafit
James Mafit

Aroma Kankakee Co
March 18th 1861

on the back of which order appears the following endorsement
Pay to Richards Crumbaugh & Shaw
Kankakee City March 13. 1861 }

James Mafit

Richards Crumbaugh & Shaw

"D"
47

State of Illinois
Cook County } Geo R Clark being duly sworn says that the order hereunto attached drawn by Laura A Mafit & James Mafit payable to the order of the said James Mafit & by him endorsed to Richard Crumbaugh & Show the complainants in the said bill upon the defendant John V Farwell bearing date March 13th AD 1861 for the sum of seven hundred and fifty two dollars and seventy two cents is the same order referred to in the said defendant John V Farwell answer that this affiant presented the said order on or about the 16th day of the month & year last aforesaid to the said Farwell as by him the said Farwell stated in his answer to said complainants said Bill of complaint & further says not

Geo R Clark

Subscribed and sworn to
before me this 22d day of
April AD 1862 before me

Notarial Seal

John A Bross
Notary Public

which said masters Report was the following endorsement upon the back to wit;

Filed April 24. 1862

Elon Curtis
Clerk

And afterwards to wit on the 24th day of April AD 1862 the same being one of the regular days of the said circuit court for the April term of said year AD 1862. and the said Court being duly organized and sitting for the transaction of judicial business the following proceedings were had and entered of Record by said court

49

To Wit:

Circuit Court of Rankin County
April term AD 1862

Jonathan Richards
Frederick Crumbaugh
Theodore A Shaw
vs
James Mafitt
Laura Mafitt
John V Farwell

In Chancery

This cause coming on to be heard upon the Bill of Complaint of the complainants and the answer of the Defendant John V Farwell and exhibits of the several parties filed in the case and the Report of the Master in chancery herein and the Defendant James Mafitt and Laura A Mafitt having failed to answer the said Bill of complaint but therein wholly made default and the matters and things in the said Bill of complaint having been taken as confessed as against the said James and the said Laura A Mafitt and it appearing to the court that the lands described in the said Bill of court are held by the said Laura A in trust for the said James, and that the same are held by said Laura A. for the purpose of hindering and delaying the complainants in the collection of a debt by said James

owing unto said complainants and it further appearing that the said James is indebted unto said complainants in the sum of One thousand and thirty Dollars and fifty three cents (1030,53) being the principal interest and costs due to them upon the judgment by them recovered against said James in the Superior court of Chicago that execution duly issued upon the said judgment was returned wholly unsatisfied for want of property of the said James whereof to satisfy the said judgment It is ordered adjudged and decreed that the complainants have and recover said sum against the said James Mafit and that as against the said complainants the said Lands be and they are hereby declared to be the property of the said James Mafit and the lien of the claim of said complainants is hereby established and confirmed thereon And it further appearing from the answer of the Defendant John V Farwell and the report of the said master in chancery that the said Defendant John V Farwell is equitably bound to pay the said complainants the sum of seven hundred and fifty two Dollars and seventy two cents with interest from and since the 3rd day of March AD 1861 part of the said sum owing as aforesaid by said Mafit It is ordered adjudged and decreed that the said Farwell do pay to the said complainants and that the said complainants do have and recover of and from the said Farwell said sum of money with the interest aforesaid which said sum shall be and is a part of the said sum so due and owing by said James Mafit unto said complainants and which when paid by the said Farwell shall operate as a payment and satisfaction of a like sum upon the amount due said complainants from the said James Mafit and it is further ordered adjudged and decreed that the complainants do have a special writ of execution against the

lands in the said Bill of complaint described for the amount of this decree and that the same shall be sold to satisfy the same or any balance of the same that may remain unpaid after the payment of the said sum, part thereof decreed to be paid by said John V Farwell. subject however to the prior lien of the said trust Deed in favor of the said John V Farwell executed by the said James and Laura A Mapes and it is further ordered adjudged and decreed that the said complainants do have a writ of execution against the said John V Farwell for the above sum so by them recovered against him as aforesaid and that the costs of this suit to be paid by the said Defendants

57

And afterwards to wit on the 5th day of May A D 1862. the said complainants by their said solicitors did file in the office of our Clerk a certain precipe in the words and figures following to wit!

State of Illinois } ss
Kankakee County }

Circuit Court

Richards Cummings & Shaw
vs
John V Farwell et al } Bill

Mr Curtis will you please issue a Special execution against John V Farwell directed to the Sheriff of Cook county for the amount the Circuit Court decreed the said Farwell to pay

& oblige Helm & Clark and Moore

May 1862

State of Illinois }
Kankakee County } ss I Elon Curtis Clerk of the Circuit Court in and for said County in the State aforesaid do hereby certify the above and foregoing to be a full true and Perfect transcript of the Record of the proceedings of the Circuit Court of said County in a certain cause lately pending in said Court on the Chancery side thereof wherein Jonathan Richards Fredrick Crumbaugh and Theodore A Shaw were complainants and James Mafit Laura A Mafit and John V Farwell were Defendants as appears from the Records and files now in my said Office

Witness my hand and the seal of our said Court hereto affixed at office in Kankakee City this 24th day of May AD 1862

Elon Curtis Clerk
By J. B. Welch Dep'ty

#357
Richards, Crumbaugh and Shaw
vs
James Mafit Laura A Mafit & John V Farwell
Transcript of Record

Filed May 17 1862
E Curtis
CM

Fees Record 2.00
Paid by Farwell & Hitt

Supreme Court of Illinois

James Mopt et al
Plffs in error
vs
Johnathan Richards et al
Dfts in error

} Error to Kankakee County

State of Illinois
County of Lasalle } ss

Cyrus M Hawley being duly sworn says that he is acquainted with Elisha S Wadsworth, ~~who is~~ and with his pecuniary circumstances, whom the ~~said~~ plaintiffs in error offer as security for costs in the above cause, and that he is worth over and above all liability from one hundred to three hundred thousand dollars and further this deponent saith not —

C M Hawley

Subscribed & sworn to before me this 17th day of May A.D. 1872
L. Leland Clerk
per J. B. Rice Deputy

357 69

Moffitt
vs
Richards et al

Affdvt of publication

Filed May 17, 1862
L. Leland
Clerk

Supreme Court of the
State of Illinois

James Mofit.
Laura A Mofit &
John V. Forwell
Plffs in Error
vs
Johnathan Richards
et al.
Dfts in error

Subpoena
Costs
Bill

And then said plaintiffs in error by C M Hawley their attorney come and enter their motion for a Supersedeas in the above entitled cause now on file in said Court

C M Hawley
attorney
for Plffs in error

354

Supreme Court

James Moffit et al
Plff in Error
vs
Richards et ats

Motion for
supersedeas –

Filed May 17. 1862
J. Lecand
Cl

Supreme Court Ills.

James Moffit et al
Plffs in error
vs
Johnathan Richards
et al
Dfts in error

Error to Kankakee County circuit court

Release issue supersedeas to the Clerk of the circ court of Kankakee county - and to the Sheriff of ~~Kankakee~~ Lee County. and to the Sheriff of Cook County

E M Hawley. attys
for Plff in error

567

Supreme Court

James Mofit
et al

vs

Johnston Richards
et al

Precipe for
Supersedeas

Filed May 27. 1862
S. Nelson
Clk

Supersedeas attached
2.5100 with sureties
named

Know all Men by these Presents, That we James Mofit Laura A Mofit, and John V Farwell of the state of Illinois as principal, and Elisha S Wadsworth of the Same State as security, are held and firmly bound unto Johnathan Richards. Fredrick Crumbaugh and Theodore A Shaw

in the penal sum of Twenty five hundred Dollars - good and lawful money of the United States, for the payment of which, well and truly to be made, the said James Mofit, Laura A Mofit, John V Farwell and Elisha S Wadsworth bind themselves their heirs, executors and administrators, jointly, severally and firmly by these Presents.

Witness, our hands and seals

this 19th day of May A. D. 1862

The Condition of the above Obligation is such, That, whereas the above named ~~James Mofit~~ Richards Crumbaugh and Shaw

did, at the April Term of the Circuit Court of Kankakee held in and for the County of Kankakee in the State of Illinois, A. D. 1862 recover a judgment against the above bounden James Mofit in the sum of ten hundred thirty 53/100 and Costs and against said John V Farwell in the sum of Eight hundred two 72/100 dollars part of the said judgement against the said Mofit - ~~for the sum of~~

to reverse which said judgment, the said James Mofit Laura A Mofit and John V Farwell

have sued out a Writ of Error from the Supreme Court, within and for the Third Grand Division of said State, which Writ of Error is made a Supersedeas. Now if the said James Mofit Laura A Mofit and John V Farwell

shall duly prosecute said Writ of Error, and pay, or cause to be paid, the amount of said judgment, and all judgments, costs, interest and damages which the said Supreme Court shall adjuge against them

and abide the order and judgment of said Supreme Court in this behalf, then this obligation is to be void, otherwise to remain in full force and effect.

James Mofit [SEAL.]
Laura A Mofit [SEAL.]
John V. Farwell [SEAL.]
E Wadsworth [SEAL.]

No. 357

SUPREME COURT,

THIRD GRAND DIVISION.

James Moffit et al

vs.

Johnathan Richards et al

SUPERSEDEAS BOND.

Filed May 27 1862

L. Leland Clerk.

1

Supreme Court of Illinois

Richard Crumbaugh et al complainants
vs
James Mofit et al plaintiffs in error

Creditors Bill - Error to Rankakee Co

Abstract of Record

On 16 day of Jany 1861, Complts filed their bill agst pltffs in error, showing that, Complts obtained Judgment against Said James Mofit in the Superior Court of Chicago at the July Term 1860 in the Sum of $919.77
and for Costs 7.40
that fi fa issued and was returned unsatisfied —, and he is the owner of Certain lands & other property and has conveyed the same in fraud, and asks a discovery.
That he had in some way conveyed the Real Estate in fraud of his creditors to his wife Laura Mofit
6 pages of Record —
That afterwards James Mofit & Laura his wife transferred the said R E — to

John V. Farwell pltff in error without any valuable consideration & that in fact the ~~to~~ equitable title is in said James Mofit - And that all the property of James Mofit is held by said Laura A. Mofit & John V. Farwell for the benefit of James Mofit -

And that in August 1860 James Mofit & wife, executed a Deed of Trust to Farwell upon the lands described in bill purporting to secure the payment of $4000 - & they charge, that said Deed of trust & two notes of $2000 each, were left with Farwell to negociate a loan for the benefit of James Mofit -

Complainants prayed an injunction to issue restraining dfts ~~Laura A Mofit & Mofit~~ from negociating a loan upon the said trust deed - & that they be required to answer under oath - & that they have general relief &c -

On 10 June 1861, Injunction issued & was served upon dfts in conformity to the prayer 13 & 14th pages of Transcript -

17 pages Forbell Answer

On 23 Mch 1861. John V Forbell filed his answer - Saying - under his required oath -

Knows nothing of said Judgment & therefore neither admits or denies the same - & So of issuing & return of fi fa -
Denies all Confederacy &c -

Denies that James Mofit was or had any R Estate as charged in bill - or interest &c. or any Money Notes &c & property to his Knowledge &c -

States that in fall of 1857, he is informed that James Mofit ~~was~~ in Some way held or had Some interest in 19 31/100 acres of land off from the W part of E 1/2 of NW 1/4 & W 1/2 of ~~SW~~ S E 1/4 & E 1/2 S E 1/4, S 5 and E 1/2 of S E 1/4 S. 6 & N E 1/4 of S 7 & the N 1/2 S 8 all in S. 30. N R 12 W - in County of Rankokee -
But avers that the Same was originally purchased by James Mofit as agent for Laura Mofit & with her money -

20 & 21 And that he is informed said R E was conveyed at sometime by James Mofit - to Paul B Riny - and that said Riny conveyed back by Mortgage to James Mofit - to secure in part the purchase money, but does not know about the transaction or consideration -

But is informed, she so avers the fact to be, that in that transaction James Mofit acted as the agt in fact of Laura - & that she never relinquished her right to said R E - & that she now claims the same in her own right - and that the same was purchased by her own money.

That by some means unknown to Fornell the Paul Riny Mortgage was assigned to Laura Mofit - and that it rightfully belongs to her

Fornell admits that he now holds the title of said lands in Trust - by two Deed of conveyance - one from James Mofit & Laura his wife, dated 10 Agst 1860 - and the

made by Laura A. Mofit as principal an James Mofit her husband bearing the same date -
That such Deed was made and an assignment made to him of the said mortgage - for the purpose -
1st To Secure to Cadby Farwell & Co an indebtedness they held against said James Mofit for goods wares & merchandise & money advanced - in the sum of $951-52 with int 10 pct -

That there was then existing a Prior Mortgage upon the said Lands, then held by one Peter Lowe, which arose upon the original purchase money, which had been long past due - & that there was then due upon the same the sum of ~~$[illegible]~~ $1000-00

25 & 26 - And that before said bill was filed, said James & Laura Mofit applied to Farwell for this money to pay this mortgage - and he agreed to let them have it -

- on Condition that Laura A. Mopit pay him interest at
27 pge 10 pct - & that she procure the satisfaction of all mortgages upon the lands held by said Lane upon the premises - and exhibit a certificate from the Recorder that the said lands were free from all incumbrance

And further, that he should negociate a loan upon the said lands & notes made for that purpose in the sum of $4000-00

Two notes for that purpose were made of the date of said Deed ~~each in the~~ by James Mopit each in the sum of $2000- payable in 4 & 5 years after date - with interest at 10 pct - to pay said indebtedness & advances -

~~That~~ That said arrangements were made - Deeds & notes made to negociate said loan -

1 - That when the loan was made. Howell was to reserve the debt & interest of C H & Co & his said advances upon said

Mortgage of Peter Lowe & his expenses and time spent in said negociation, & 2d the balance of said loan, when made was to be deposited with Messrs H W Harwood & Co, bankers of Ron Ka Kee city to the credit of Laura A Mofit -

That the notes & mortgage made by Ring to secure the purchase money of said lands were assigned to Harwell in order that he could negociate the said loan & exhibit a clear title & for no other purpose - which said notes had in fact been paid before they came to the hands of this Respondent -

30 ~~40~~ pge

30 - 31 ~~40 & 41~~

This Respondent says & avers that Complts & James Mofit & wife made a full settlement of said Judgement by which they were to pay them over $700 - & to that end they (Complts) accepted an order made by Mofit & wife

in the sum agreed upon
drawn upon this Respondent

~~4~~ 2 Complts presented the same
3 2 for acceptance to this Respondent,
but this Respondent refused
to accept it,
But, stands ready to do so when
he is permitted to negociate
the loan & ~~[illegible] makes the loan~~ When he procures
the loan he is willing to pay
over the moneys on said order
to Complts -

~~On~~
Default of James & Laura Mopit
18 April 1862
3 ~~6~~ ~~9 Jan 1864~~ on motion - their ~~of~~
default was taken - & replication
to Fornells answer filed

36. Referred to master to take proof -
April 18. 1862 -

37 Master files his report -
24 Apl. 1862

9

39 page Report of Master -

1 - Proof -
Transcript of Judgment in favor of Complts and agst James Mofit, for Damages 919.77,

Page 40 - 2. An order drawn by Laura A Mofit, & James Mofit, on John V Howell for $752.72 ~~752.72~~, dated ~~early~~ March 13. 1861 - which is endorsed over to,
Richards Coombs & Shaw -

page 40 which are the only Proofs -

page 42 - 20 Feby 1861, Complts file
" 45 stipulation, that Howell may negociate loan

page 43 Master Computes int on Judgment & finds the full amt. of 24/62 $1030-53

page 43 Master recommends 1st a Decree against Howell for amt of ordr & int & costs -
Amt of Order 752-72
Int 49.80 $802-52
& that Ex issue therefor

Page 44 2d a decree against James Mopit to pay the sum of $228, 01 and that the same be a lien upon the said Lands conveyed to Horwell.

But such lien ought not to effect the prior liens of Horwell upon the same.

Page 46. Order referred to & the endorsement of the same to Richards C. & Shaw.

~~Decr~~

Final Decree of Court

Page 49
50 24 Apl 1862

1st That the said lands are James Mopits, & that Lawhon & Mopit holds them in trust for him.

and that James Mopit pay to Compts the sum of $1030-53 and that this Judgment be a lien upon said lands

50 2d that John V Horwell pay the sum of $752-72 int from the 3d mch 1861, & that compts have

recover of & from Hornell the same,

51 3 That Complts have execution against the bonds for the balance due after Hornells pays the amt of the decree against him

57 4 That have Writ of Ex against John V Hornell for the said sum of $802-52 & the costs of this suit to be paid by the said Dfts-

57 Complts order execution

357

Supreme Court

James Moffit et al

vs

Johnathan Richards et al

Abstract of Record

Filed May 17, 1862

S. Leland

Clk