No. 12999

# Supreme Court of Illinois

Brewster

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vs.

Childs et al

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71641

STATE OF ILLINOIS,

SUPREME COURT,

Third Grand Division.

No. 1[illegible]3.

Brunstetter

vs

Arlett

12999

Gilbert M Clayton
Robert Clark
Jay Thomas
John Schmidt
Leonard Schureman

I have served the within writ by reading the same to the within named Henery G Childs Henery H Hyde Leonard Stockley Oliver S Clayton John A Bigelow Jerome B Rogers Luther G Hale George W Tousley Simon Austin John Wohfinger Jonathan Jeffery Elisa Zrick John A Emmert John Burrell Thomas Coltman

And the Freeport Gas Light and Coke Company by reading to and delivering a true copy of the same to Thomas J Turner President of the within named Freeport Gas Light and Coke Company and Also to Holden Putnam the secretary of the within named Freeport Gas Light Coke Company this 6th day of April A.D. 1860

C T Jaggars Sheriff of Stephenson County Illinois
By W A Youngman Deputy

The within named John Clark Robert Clark James Brown George W Prickett John Schmidt Leonard Schemmer Jacob Schmmid Gilbert Clayton Abraham Melick William B Boynton Jay Thomas Elisha S Wheelock not found in my County this 6th day of April A.D. 1860

C T Jaggars Sheriff Stephenson County Illinois
By W A Youngman Deputy

STATE OF ILLINOIS, SUPREME COURT, } ss. The People of the State of Illinois,

To the Sheriff of the County of Stephenson Greeting:.

Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the Circuit Court of Stephenson County, before the Judge thereof, between Henry C. Child, Henry H. Upp, Durand Shockley, Gilbert M. Clayton, Oliver S. Clayton, Thomas Cattman, Jay Thomas, John A Bigelow, Jerome B, Hazen John Clark, Robert Clark, James Brown, George W. Pickett, John Schmidt, Leonard Schureman, Jacob Schureman, Abraham Melick, William B. Bojington, Otis L. Wheelock, Luther G. Hale, for the use & Coming & Co. Luther G. Hale and George N. ~~Fowler~~ Towsley, for the use of George N. Towsley, Simon Austein, John Wolfinger, Jonathan Tiffany, Elise Frick administratrix of Estate of Alois Frick deceased. John S. Emmert, John Burrill, & Freeport Gas Light and Coke Company, plaintiffs and

John R. Brewster, Joseph B. Smith, James Mitchel, Holden Putnam, Alexander Neeley, Homer N. Hibbard, John A. Clark, Daniel S. Brewster, Chancellor Martin, Henry Strohm, Henry H. Rinman, John Black, John C. Taylor, Jared Sheetz, Thompson Wilcoxen, John Coates, Hiram Bright, John Harbel, Gilbert M. Clayton, Asahel W. Rice, Abraham T. Green, Isaac C. Stoneman, Thomas Cattman, John P. Byerly, William M. Buckley, John S. Emmert, Silas D. Clark, John Wade, Jesse B. Snyder, Tobias Engle, Abner C. Hunt, Charles H. Rosenthal, Hollis Jewell, Frederick P. Kockler, James B. Child, George Purington, Thomas J. Turner, Matthias

Hettinger, Orson Taylor, Edward [illegible]

STATE OF ILLINOIS, SUPREME COURT, } ss. The People of the State of Illinois,

To the Sheriff of the County of Stephenson Greeting:.

Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the Circuit Court of Stephenson County, before the Judge thereof, between Henry C. Child, Henry H. Upp, Durand Shockley, Gilbert M. Clayton, Oliver S. Clayton, Thomas Cattman, Jay Thomas, John A Bigelow, Jerome B, Hazen John Clark, Robert Clark, James Brown, George W. Pickett, John Schmidt, Leonard Schureman, Jacob Schureman, Abraham Melick, William B. Bojington, Otis L. Wheelock, Luther G. Hale, for the use & Coming & Co. Luther G. Hale and George N. ~~Fowler~~ Towsley, for the use of George N. Towsley, Simon Austein, John Wolfinger, Jonathan Tiffany, Elise Frick administratrix of Estate of Alois Frick deceased. John S. Emmert, John Burrill, & Freeport Gas Light and Coke Company, plaintiffs and

John R. Brewster, Joseph B. Smith, James Mitchel, Holden Putnam, Alexander Neeley, Homer N. Hibbard, John A. Clark, Daniel S. Brewster, Chancellor Martin, Henry Strohm, Henry H. Rinman, John Black, John C. Taylor, Jared Sheetz, Thompson Wilcoxen, John Coates, Hiram Bright, John Harbel, Gilbert M. Clayton, Asahel W. Rice, Abraham T. Green, Isaac C. Stoneman, Thomas Cattman, John P. Byerly, William M. Buckley, John S. Emmert, Silas D. Clark, John Wade, Jesse B. Snyder, Tobias Engle, Abner C. Hunt, Charles H. Rosenthal, Hollis Jewell, Frederick P. Kockler, James B. Child, George Purington, Thomas J. Turner, Matthias

Hettinger, Orson Taylor, Edward [illegible]

Hettinger, Oscar Taylor, Ebenezer H. Hyde, Jacob Reighard, Francis W. S. Brawley, Rudolph Bunbacher, and Daniel Powell and William G. Waddell Executors of Francis Foley deceased.

defendants, it is said that manifest error hath intervened, to the injury of the said defendants

as we are informed by their complaint the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law: Therefore, We Command You, That by good and lawful men of your County, you give notice to the said Henry C. Childs, Henry H. Upp, Denhard Shockley, Gilbert M. Clayton, Oliver S. Clayton, Thomas Cattman, Jay Thomas John A. Bigelow, Jerome P. Hazen, John Clark, Robert Clark, James Brown, George W. Pickett, John Schmidt, Leonard Schuneman Jacob Schuneman, Abraham Melick, William B. Boynton, Otis L. Wheelock, Luther G. Hale, ~~and you for the use of E. Downing & Co., Luther G. Hale~~ and George N. Fowler Towsley, Simon Austein, John Wolfinger, Jonathan Tippery, Elias Frick, John S. Emmert, John Burrell, and the Freeport Gas Light & Coke Company.

that they be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the record and proceedings aforesaid, and the errors assigned, if they shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said Henry C. Childs & others

notice, together with this writ.

**Witness**, The Hon. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 30th day of March in the Year of Our Lord One Thousand Eight Hundred and Sixty.

L. Leland

Clerk of the Supreme Court.

by J. B. Thompson Deputy

IAS.

..... A. D. 186

Clerk.

John R. Brewster
& others

v

Henry D. Child & others

Sc. fa

St. Lawrence Co.

Sheriff's Fees.

Service $ 5.00
Milage .84
Return .10
$ 5.94

STATE OF ILLINOIS, } ss.
SUPREME COURT,

The People of the State of Illinois,

To the Clerk of the Circuit Court for the County of Stephenson Greeting:

Because, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of Stephenson County, before the Judge thereof, between Henry C. Childs, Henry H. Asp, Denard Shockley, Gilbert M. Clayton, Oliver S. Clayton, Thomas Coltman, Jay Thomas, John A. Bigelow, Jerome B. Hazen, John Clark, Robert Clark, James Brown George H. Pickett, John Schmidt, Leonard Schureman, Abraham Melick, William B. Boyington, Otis L. Murdock, Luther G. Hale for the use of E. Corning & Co., Luther G. Hall for the use of George N. ~~Fowler~~ Towsley & George Towsley, Simon Austein, John Wolfinger, Jonathan Tippery, Ellen Frick, administratrix of estate of Alois Frick, dec. John M. S Emmert, John Burrill & Freeport Gas Light and Coke Company. Plaintiffs and John R. Brewster, Joseph B. Smith, James Mitchell, Holden Putnam, Alexander Neely, Homer N. Hibbard, John A. Clark, Daniel S. Brewster, Chancellor Martin, Henry Strohm, Henry H. Reinman, John Black, John C. Taylor, Jared Steetz, Thompson Wilcoxen, John Coates, Hiram Bright, John Harbel, Gilbert M. Clayton, Asahel W. Rice, Abraham T. Green, Isaac C. Stoneman, Thomas Coltman John P. Byerly, William M. Buckley, John S. Emmert, Silas D. Clark, John Wade, Jesse B. Snyder, Tobias Engle, Abner C. Hunt Charles H. Rosenkel, Hollis Jewell, Frederick P. Kockler, James B. Childs, George Purington, Thomas J. Turner, Mathias Hettinger, Oscar Taylor, Ebenezer H. Hyde, Jacob Reighard, Francis W. S Brawley, Rudolph Bimbacher, and Daniel Powell, and William G. Waddell

defendants, it is said manifest error hath intervened, to the injury of the aforesaid defendant

as we are informed by their complaint and we being willing that error should be corrected, if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the County of La Salle, on the first Tuesday after the third Monday in April next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

Witness, The Hon. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 30th day of March in the Year of Our Lord One Thousand Eight Hundred and Sixty

L. Leland

Clerk of the Supreme Court.

by J. B. Rice Deputy

Henry C. Childs
et alius 123
vs
John R. Brewster
et alius.

Writ of Error

Filed March 30. 1860
L. Leland
Clerk

1176 123

Henry C. Childs
& others.
vs
John R. Brewster
& others.

Sci Fa

To Cook C.C.
Filed April 17, 1860
Served by reading by L. Leland Clerk
to the within named
John Clark, Robert
Clark Jas Brown
Geo W Brickett, Jacob
Shoemaker, Abraham
Meleck, W. W. Boyington
& Obs Whelock
this 3d day of April
1860 the Defendants not found
in my County
& Services $4.00 John Gray Sh'ff
16 miles 80
1 Return 10
$4.90 By A.C. Herring
Deputy
Pd by Pltff's atty
Seales & Allister & Jewett
Attys for Pltffs

STATE OF ILLINOIS, SUPREME COURT, } ss. The People of the State of Illinois,

To the Sheriff of the County of Cook Greeting:

Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the Circuit Court of Stephenson County, before the Judge thereof, between Henry C. Child, Henry H. Upp, Durand Shockley Gilbert M. Clayton, Oliver S. Clayton, Thomas Cottman, Jay Thomas, John A Bigelow, Jerom B. Hazen, John Clark, Robert Clark, James Brown, George W. Pickett, John Schmidt, Leonard Schuerman, Jacob Schuerman, Abraham Melick, William B. Boynton, Otis L. Wheelock, Luther G. Hale, for use of E. Corning & Co. Luther G. Hale and George N. Fowler, for use of George N. Fowler, Simon Austein, John Wolfinger, Jonathan Tippery, Elsea Frick administratrix of the Estate of Alois Frick deceased, John S. Emmert, John Burrill, and Freeport Gas Light and Coke Company plaintiffs and

John R. Brewster, Joseph B. Smith, James Mitchel, Holden Putnam, Alexander Ely, Homer A. Hibbard, Joseph John R. Clark, Daniel S Brewster Chancellor Martin, Henry Strohm, Henry H. Reinman, John Black, John C. Taylor, Jared Sheetz, Thompson Wilcoxen, John Coates, Hiram Bright, John Harbel, Gilbert M Clayton, Asahel W. Rice, Abraham T. Green, Isaac C. Stoneman, Thomas Cottman, John P. Byerly, William M. Buckly, John S. Emmert, Silas D. Clark, John Wade, Jesse B. Snyder, Tobias Engle, Abner C. Hunt, Charles H. Rosentiel, Hollis Jewell, Frederick P. Rockler, James B. Child, George Purington, Thomas J. Turner, Matthias Hettinger, Oscar Taylor, Ebenezer H. Hale

Rudolph Binbacher, and Daniel Powell and William G. Waddell, Executors of Francis Foley deceased. —

defendants, it is said that manifest error hath intervened, to the injury of the said Defendants ——————

——————————— as we are informed by Their complaint ——————— the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law: Therefore, We Command You, That by good and lawful men of your County, you give notice to the said Henry C. Childs, Henry H. Upp, Denhard Shockley, Gilbert M. Clayton, Oliver S. Clayton, Thomas Cattman, Jay Thomas, John A. Bigelow, Jerome B. Hazen, John Clark, Robert Clark, James Brown, George W. Frick, John Schmidt, Leonard Schuleman, Jacob Schuleman, Abraham Melick, William B. Boyington, Otis L. Wheelock, Luther G. Hale ~~for use of E. Corning & Co.~~, George N. Towsley, Simon Austein, John Wolfinger, Jonathan Tipsey, Elise Frick, administratrix of the estate of Alois Frick deceased, John S. Emmert, John Burrill, & the Freeport Gas Light and Coke Company, ——————

that they ——————— be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the record and proceedings aforesaid, and the errors assigned, if they shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said Henry C. Childs & others ——

——————————————

Supreme Court of Illinois
April Term A.D. 1860 —

John K Brewster, Joseph B. Smith
James Mitchell, Holden Putnam, Alexander Foley, Homer N. Hibbard John
A. Clark, Daniel S. Brewster, Chancellor
Martin, Henry Strohm, Henry H.
Reinman, John Black, John O. Taylor
Jared Sheetz, Thompson Wilcoxen,
John Coates, Hiram Bright, John
Harbel, Gilbert M. Clayton, Asahel
W. Rice, Abraham T. Green, Isaac C.
Stoneman, Thomas Coltman, John
P. Byerly, William M. Buckley, John
S. Emmert, Silas D. Clark, John Wade
Jesse B. Snyder, Tobias Engle, Abner
C. Hunt, Charles H. Rosenthal, Hollis
Sewell, Frederick P. Kochler, James
B. Childs, George Purinton, Thomas
J. Turner, Matthias Hettinger, Oscar
Taylor, Ebenezer C. Hyde, Jacob
Reighard, Francis H. S. Brawley,
Rudolph Birnbacher, and Daniel
Powell and William G. Waddell, Executors
of Francis Foley deceased

Plaintiffs in Error

Error to Stephenson County

vs.

Henry C. Childs, Henry H. Upp, Bernard Shockley, Gilbert M. Clayton,
Oliver S. Clayton, Thomas Coltman,
Jay Thomas, John A. Bigalow, Jerome
B. Hazen, John Clark, Robert Clark
James Brown, George H. Pickett

John Schmidt, Leonard Scheuerman
Jacob Scheuerman, Abraham Melick
William B. Boyington, Otis L. Wallock,
Luther G. Hale for use of E. Corning & Co
Luther G. Hale and George N. Fowler
for use of George N. Fowler, Simon
Austein, John Wolfsinger, Jonathan
Tippery, Elisa Frick, Administratrix
of Estate of Alois Frick dec'd, John S.
Emmert, John Burrill, & Freport
Gas Light and Coke Company

Defendants in error

The clerk will issue upon a writ of
error in the above entitled cause, to review the
Judgment therein, rendered in the Circuit Court
of Stephenson County upon Petitions for a
Mechanics Lien, and upon two writs
of Scire facias, one directed to Stephenson
County, and the other to Cook County —

Scott McAllister & Jewett
Attys for Plffs in error.

N. L. Leland Esq

Supreme Court of Illinois

Solon R. Brownley
Pltf
vs
Henry C. Childs
Defts

Praecipe

Filed March 30, 1860
L. Leland
Clerk

Scates McAllister & Jarrett
Attys for Pltf in Error

State of Illinois }
Stephenson County }

Pleas before the Hon.
Benjamin R. Sheldon, Judge of the Fourteenth
Judicial Circuit of the State of Illinois, at a
regular term of the Circuit Court within and
for the County of Stephenson in the Judicial
Circuit and State aforesaid, began and held
in pursuance of law at the Court House in
the City of Freeport in said County on the
first Monday in the Month of December in
the year of our Lord One Thousand Eight
Hundred and fifty seven, and also at several
subsequent Terms of said Court to Dec. T. 1858.

Present Hon. Benj. R. Sheldon Judge
Orban D. Meacham, States Atty
J. Wilson Shaffer, Sheriff
Attest: Luther W. Guiteau, Clerk

State of Illinois } In the Circuit Court of
Stephenson County } ss. Stephenson County of the
December Term A.D. 1859

To the Honorable Benjamin R. Sheldon presiding
Judge of the Fourteenth Judicial Circuit in the State of
Illinois. The Petition of Henry C. Childs of the County
of Stephenson aforesaid respectfully shows unto your
Honor that your Petitioner did on the first day of June
A.D. 1858 enter into and make a contract with the John K
Brewster of said County who was at that time the owner
in fee of all the lands hereinafter described by which
said Contract your Petitioner contracted and agreed to and
with the said John K. Brewster that your Petitioner would
furnish and deliver all the lumber necessary to be
used in and about the Erection and completion of a
certain Hotel building which the the said John K.
Brewster then proposed to Erect build complete and
furnish on Lots Number Four and Six in Block Forty
six in the original Town of Freeport (now City of Freeport)
and on all that part of Lot Number Seven in said
Block described as follows Commencing at the North
Westerly Corner of said Lot Number Six and running
thence South Westwardly on the line between said Lots
Number Six and Seven in said Block Forty six Thirty
five (35) feet thence Northwardly on a line parallel with
Ruby Street in said Town Twenty feet thence Northwardly
on a line parallel with Mechanic Street Thirty five feet
to Ruby Street thence Eastwardly along Ruby Street to

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to the place of beginning. For a more full description of all of said lands reference is made to the Plat of said Town of Freeport (now City of Freeport) recorded in the Office of the Clerk of the Circuit Court in and for said County of Stephenson which said lots of lands are situated in said County of Stephenson

And your Petitioner further shoreth unto your Honor that in consideration of the agreement of your Petitioner as aforesaid to and with the said John K Brewster he the said John K Brewster contracted agreed and promised with and to your Petitioner to pay your Petitioner for the lumber to be furnished by your Petitioner from time to time as the same should be delivered such a sum of money as the same should be reasonably worth at the time of which said agreement the said John K Brewster was the owner in fee simple of all the aforesaid lots & lands. And your Petitioner further shoreth unto your Honor that in pursuance of his said agreement your Petitioner did immediately after making said agreement to wit on or about the Thirtieth day of July A.D. 1856 at the City of Freeport in said County commence delivering to said John K Brewster lumber as aforesaid agreed to be delivered by your Petitioner on the lots and land aforesaid for the Erection completion and finishing of the building aforesaid. And your Petitioner continued from the date last aforesaid to deliver said lumber on said lots and land as the said lumber was needed for said building until the Ninth day of November A.D. 1857 at which last named day

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the said building was completed and finished so far that all the lumber necessary for its entire completing and finishing had been furnished by your Petitioner and the same had all been used in the erection of said building on the 9th day of November A.D. 1894

And your Petitioner further showeth unto your Honor that your Petitioner furnished and delivered to said John K Brewster on said Lots and Land in pursuance of his said agreement a large amount of lumber a full and detailed account of which on the several times at which the same was delivered and the sums of money which the several amounts of lumber therein specified were reasonably worth is hereto attached and marked "Exhibit A" to which your Petitioner refers as a part of his Petition. all of which said lumber your Petitioner avers was used in the erection and finishing of a certain building erected and built on the said Lots and Land above described in the City of Freeport aforesaid. and which said building is known and described as the Brewster Home

And your Petitioner further showeth unto your Honor that said lumber furnished and delivered as aforesaid to said John K Brewster and used in the Erection and completing of the said Brewster Home was reasonably worth the sum of Twelve Thousand Seven Hundred and Seventeen Dollars and Sixty three cents ($12717.63) and your Petitioner avers that according to the terms of said contract and agreement between your Petitioner and the said John K Brewster the said John K Brewster

was to pay. and agreed to pay to your Petitioner the Entire purchase money for said lumber when the last of said lumber necessary for the completion of said Brewster House should be delivered to said John K Brewster. And your Petitioner avers that the last of said lumber and all the lumber necessary for the entire completion of said Brewster House was delivered to said John K Brewster on the Ninth day of November A.D. 1854

Your Petitioner further shows unto your Honor that he has received in part payment of the sum so as aforesaid due him for the lumber so as aforesaid furnished the sum of One Thousand Ninety four Dollars and Ninety Nine cents ($1094.99.) for which said last named sum the said John K Brewster is entitled to credit leaving a balance due to your Petitioner for the said lumber furnished and delivered as aforesaid of the sum of Six Thousand Six Hundred and Twenty two Dollars and Sixty four cents ($6622.64) which said last named sum became due and was payable to your Petitioner on the said Ninth day of November A.D. 1854 and is still due and owing from the said John K Brewster to your petitioner

And your petitioner further shows unto your Honor that upon Examination of the Records in the Office of the Clerk of the Circuit Court in and for said County of Stephenson your Petitioner finds that purports to be the Record of a deed of Trust made and executed by the said John K Brewster and Emily L Brewster his Wife

3

Joseph R Smith to Trustees which said deed bears date the twenty second day of March AD 1866 and is recorded in Book I of Mortgages page 214 which said deed conveys to the said Joseph R Smith the following described Real Estate to wit all those parts of Lots Nine and Six in Block Fifty five in the Town of Freeport aforesaid which lie Eastwardly of a line drawn through the centre of said Lots Nine and Six parallel with the Mechanic Street in said Town. also Lots Three, Four and Five in Block Fifty One in said Town, which said deed of Trust was made and executed to secure the payment of a certain promissory Note signed by said John K Brewster bearing date the twenty second day of March AD 1866 which said Note was made payable to James Mitchell & Co Eight months after the date thereof said Note being for the sum of Five Thousand Dollars with interest at ten per cent per annum. Your petitioner is informed and believes that the firm of James Mitchell & Co to whom said Note was given was at the time said Note was executed composed of James Mitchell. Wolcott Putnam and Alexander Neely

Your petitioner further shows to your Honor that there also appears upon the records in the Office of the Clerk of the Circuit Court in and for said County which purports to be the record of a deed of Trust made and executed by the said John K Brewster and Emily L Brewster his wife to Homer D Kellogg Trustee which said deed bears date the 16th day of July AD 1866 and is recorded in Book K of Mortgages page 114 by which said deed the

said John K Brewster and Emily L Brewster his wife convey to the said Homer N Hebbard the following described real Estate situated in said County of Cattaraugus town Lots Nine and Ten in Block Fifty six in the Town of Freehold said deed of Trust was made and executed to secure the payment of three certain promissory Notes for the sum of Five Thousand Dollars each all of which Notes bear date the Twenty third day of June A D 1856 and are payable to the order of John K Clark. The first of said Notes is payable on the first day of August A D 1860 with interest from the first day of August A D 1856 The second of said Notes is payable on the first day of September A D 1861 with interest from the first day of September A D 1856. The third of said Notes is payable on the first day of October A D 1862 with interest from the first day of October A D 1856. The interest on all of said Notes being at the rate of Seven per cent per annum payable semi annually with current rates of Exchange on New York

Your petitioner further shows to unto your Honor that the three promissory Notes last above mentioned to secure the payment of which said Trust deed was made and executed to Homer N Hebbard as above set forth were Each and all signed by the following named persons as joint makers to wit. John K Brewster. Chancellor Martin. James Mitchell. Henry Strohm. Henry K Pennimans. John Black John O Taylor. Jared Sheetz. Thomson Kleason. John Coates. Hiram Bright. John Krebel. Gilbert M Clayton Francis Foley. Asahel K Rice. Abraham K Green

Thomas Eastman. John R Byerly. William M Buckley
John S Emmert. Nelson Putnam. Silas D Clark. John
Wade. Jesse B Snyder. Tobias Engle. Alexander Kunk
Charles Rosenstiel. Hollis Jewell. Bernard P Köhler
James B Childs. George Printon. Thomas J Turner
Matthias Kettinger. Oscar Taylor. Ebenezer H Hyde
Jacob Regard. Francis M Stanley and Rudolph Ambaker

. Your Petitioner further shows to your Honor
that on the Fourth day of November A.D. 1869 the said
John K Brewster conveyed by certain Deed of assignment
to John A Clark and Daniel S Brewster the pieces and
parcels of land with the appurtenances thereunto belonging
first above described which has been recorded and
to which the Brewster Home was hereinbefore set forth by
which said last named Deed of assignment the said
John K Brewster conveyed to said John A Clark and
Daniel S Brewster said Real Estate in trust for certain
purposes mentioned in said Deed of assignment. And
the day last aforesaid said John K Brewster and Emily L
Brewster his wife made and executed to said John A
Clark and Daniel S Brewster a Deed of Conveyance commonly
called a Quit claim Deed by which said last mentioned
Deed of Conveyance the said John K Brewster and Emily
L Brewster his wife for Quit claimed all the right title and
interest of them the said John K Brewster and Emily L
Brewster his wife to the said John A Clark and Daniel S
Brewster their heirs and assigns of and to all the lots
and parcels of land first hereinabove described which

7.

the said Brewster House or such

Your Petitioner says that the said John K Brewster Joseph B Smith & James Bucknell Nelson Putnam & Alexander Keely, Homer N Hubbard, John A Clark & and Daniel S Brewster may be made parties Defendants to this your Petitioners suit and that your Petitioner may have a full entire and perfect lien upon the Lots and parcel of land first above described upon which has been erected and such the Brewster House as hereinbefore set forth & and also upon said Brewster House and the appurtenances thereunto belonging to the liquidation and satisfaction of your Petitioners aforesaid claims and demands for the furnishing of the lumber for the Brewster House as aforesaid and that your Petitioner may have a Special Execution awarded for the sale of the building and premises first above described and that your Petitioner may have such other and further relief as the nature of his case shall require and & shall be agreeable to Equity. May it please your Honor to grant unto your Petitioner a Writ of Summons issuing out of and under the seal of this Honorable Court directed to the said John K Brewster. Joseph B Smith James Bucknell Nelson Putnam, Homer N Hubbard John A Clark & and Daniel S Brewster of said County of Stephenson and Alexander Keely of the County of Boone in the State of Illinois Commanding them & and Each of them by a certain day and under a certain penalty to be therein inserted to be and appear before your

Honor and thereunto and thereto answer the premises and to
stand to and abide such order and decree herein as to
your Honor shall seem meet

Henry C Childs
By Dr P Smith Atty for Petitioner

Exhibit A.

Wm. Johns Co Brewers Dr to H C Childs

for Lumber for Hotel

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 1856 | | | | | | | |
| July | 23 | Wm & bro | 2 x 6 x 12 feet | 64 ft | | | | |
| | " | " | 5 ps 2 x 8 x 14 ft | 95 ft | 159 ft | 24 | 3.82 | |
| | " | " | 2 ps 2 x 8 x 14 ft clear | | 38 ft | 40 | 1.52 | |
| | " | " | 2 ps 2 x 10 x 16 ft | | 54 ft | 25 | 1.35 | 6.69 |
| | 25 | " | 8 ps 2 x 8 x 12 ft | 128 ft clear | | | | |
| | " | " | 4 ps 2 x 8 x 14 ft | 76 ft do | | | | |
| | " | " | 3 ps 1½ x 6 x 12 ft | 24 ft do | 228 ft | 40 | | 9.24 |
| | 26 | " | 3 ps 2 x 4 x 12 ft | | 42 ft | 24 | 1.01 | |
| | " | " | 54 ft Com Siding | | | 22 | 1.26 | |
| | " | " | 29 ft Com Inch | | | 24 | 70 | 2.94 |
| Augt | 4 | " | 29 ft Burden bands | | | 20 | | .58 |
| | " | 12 | " | 66 ft Com Dr | | | 24 | 1.58 |
| | " | " | " | 4 ps 6 x 2 x 16 ft | 64 ft | | | |
| | " | " | " | 1 ps 2 x 6 x 10 ft | 10 ft | 74 ft | 24 | 1.78 |
| | " | " | " | 5 ps 2 x 4 x 16 ft | | 55 ft | 24 | 1.32 | 4.68 |
| | " | 13 | " | 32 ft 3d clear Dr | | | 30 | | .96 |
| | " | 21 | " | 44 ft Moores flooring 10 ft in Dr | | | 30 | | 1.62 |
| | " | 29 | " | 102 ft 1st Flooring | | | 24 | | 2.45 |

9

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| " | 20 | " | 1"/ps 12°6 lv | 102 ft | | 24 | 2.45 |
| Schh | 1 | " | 62 ft 16° Com lv | | | 24 | 1.49 |
| " | " | " | 2 ps 2×8×16 ft | 44 ft | | 24 | 1.06 |
| " | " | " | 1 ps 1½×6×16 ft | 12 ft | | 30 | .36 |
| " | " | " | 30 ft Strong | | | 22.66 | 2.08 |
| " | " | " | 11 ps 2×8×18 ft | 264 ft clear | | 30 | 7.92 |
| " | 2 | " | 40 ft 2 lv Plank | 40 ft | | | |
| " | " | " | 21 ft lv Braces | 21 ft | 61 ft | 25 | 1.52 |
| " | 5 | " | 36 ft clear 1¼ lv | | | 40 | 1.44 |
| " | " | " | 23 ft Com lv | | | 24 | .55 1.99 |
| " | " | " | 450 ft Com lv | | | 24 | 10.80 |
| " | " | " | 853 ft clear 1¼ lv | | | 40 | 34.12 44.92 |
| " | " | " | 33 ft clear 2 lv | | | 40 | 1.82 |
| | | | | | | | 92.88 |

1856 Jan 8th M Brewster 10 M Shingles 1 Hundred Continued

Recd Forward 92.88

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Schh | 8 | Jan | 2 ps 2×8×16 ft | 48 ft | | 30 | 1.44 |
| " | " | " | 21 ft clear 1½ lv | | | 40 | .84 |
| " | " | " | 34 ft 20° lv | | | 40 | 1.36 |
| " | " | " | 105 Strong | | | 22 | 2.31 5.95 |
| " | 9 | " | 1558 ft 18° Com lv | | | | |
| " | " | " | 1124 ft 12° 20° " | 3259 ft | | 24 | 78.22 |
| " | " | " | 574 ft 20° 20° " | | | | |
| " | " | " | 1 ps 2×11×24 ft | 44 ft | | | |
| " | " | " | 2 ps 3×12×25 ft | 150 ft | 194 ft clear | 30 | 5.82 |
| " | " | " | 2 ps 2×8×16 ft | 44 ft | | | |
| " | " | " | 1 ps 2×8×14 ft | 19 ft | 63 ft | 24 | 1.51 85.55 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 10 | " | 24 ft 2 In clear | | | 40 | 96 |
| " | " | 1/2 2×8 × 18 ft | 24 ft | | 30 | 72 |
| 11 | " | 4 pcs 2×4 × 18 ft | 84 ft | | 20 | 2.52 |
| 12 | " | 348 ft clear 2 In | | | 40 | 29.92 |
| " | " | 1 pc 4×4×14 ft | 19 ft | | | |
| " | " | 2 pc 4×4×16 ft | 44 | 63 ft | 24 | 1.51 |
| " | " | 498 ft clear Siding | | | 24 | 11.95 |
| " | " | 25 pc 2×4×18 ft | 525 ft | | 20 | 15 75 |
| " | " | 544 ft Com 12" In | | | 24 | 13.13 |
| " | " | 1119 ft clear 1/4 In 16' | | | 40 | 44.76 |
| " | " | 886 ft Com 16" In | | | 24 | 21.26 138.28 |
| 15 | " | 40 pc 2×6×18' clear | 720 ft | | 30 | 21.60 |
| 22 | " | 2 pc 6×8×16 ft | 32 ft | | 1 | 1 |
| 23 | " | 3118 ft 4×6" 6×6" 2×8" & 2×6" | | | 24 | 89.23 |
| 25 | " | 82 ft Oakland | | | 25 | 1.30 |
| 24 | " | 1 pc 6×6×16 ft | | | 10 | 160 |
| 29 | " | 25 pc 16' 6 In | 175 ft | | 24 | 4.20 |
| 30 | " | 21 ft Com In | | | 24 | 50 |
| | | | | | | 449.29 |

Inv John McBreaster to McClellan Hotel &c Continued

1856 Rich Howard 449.29

| | | | | | | |
|---|---|---|---|---|---|---|
| Aug | 1 | For 1578 ft Com In | | | 24 | 3.64 |
| " | " | 624 ft clear 2 In | | | | |
| " | " | 91 ft clear In | | | | |
| " | " | 77 ft clear 2 In | | | | |
| " | " | 812 ft clear 1/2 In | | | | |
| " | " | 628 ft clear 1/4 In | 2920 ft | | 40 | 116.80 |
| " | " | 2 pc 2×8×18 ft | 48 ft | | 30 | 1.44 154.64 |

Dr. John K. Brewster in Account with Hotel as per Contract

Brot Forward 704.04

1886

Apr 16 Dr 248 ft clear 2 In 40 9.92

" " 82 ft Com 2 In 25 2.05 11.97

17 " 2 hs 6x6x16 ft 192 ft 108 3.20

18 " 5 hs 16' Flooring 400 ft 24 9.60

" " 1000 ft Com In 24 24. 33.60

" " 1 hs Each 2x8, 12, 14 & 16 54 ft 24 1.34

" " 1 hs 6x6x16 ft 108 16 2.97

21 " 1 hs 2x4x16 ft 11 ft

" " 1 hs 2x5x26 ft 22 ft

" " 1 hs 2x10x26 ft 46 ft 79 ft 25 1.98

22 " 2 hs 4x4x16 ft 44 ft 24 1.06

" " 72 ft clear In 40 2.88 3.94

23 " 8 hs 2x6x14 ft 112 ft

" " 80 hs 2x4x12 ft 640 "

" " 90 hs 2x4x16 ft 990 "

" " 5 hs 3x4x14 ft 70 "

" " 33 hs 3x4x16 ft 528 "

" " 2 hs 3x4x12 ft 24 "

" " 11 hs 2x4x14 ft 99 2463 ft 24 59.11

" " 5 hs 6x6x18 ft 90 ft 108 9.

29 " 7 hs clear 16' Flooring 56 ft 24 1.34

" " 40 hs 4x4x12' 640 ft 24 15.36

" " 88 hs 2x4x12' 704 ft 24 16.90

30 " 6 hs 16' Flooring 48 ft

" " 1 hs 4x4x14 ft 19 ft

13 " " 24 hs 16' Flooring 192 ft 259 ft 24 6.22

| | | | | | |
|---|---|---|---|---|---|
| From | 1 | " 18ft Oak Plank | | 25 | 4.65 |
| | 4 | " 1 hs 6x8x 16ft | | 1- 2.00 | |
| | | " 1 h 7x7x 16ft | | 1- 2.00 | 4.00 |
| | | " 19ft clear hr | | Ho | 16 |
| | | | | | 882.04 |

From John G Brewster 1st & Chestnut Hotel as per Contract

Brot From 882.04

1856

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| From | 6 | Mr 20 hs 2x8x 18ft | 480 | | 30 | 14.40 | |
| | | " " 20 hs 2x8x 16ft | 440 | | | | |
| | | " " 44 h 2x4x 12ft | 352 | 792ft | 24 | 19.01 | |
| | | " " 5 hs 2x4x 18ft | 60ft | | 20 | 1.80 | |
| | | " " 50 hs 2x4x 12ft | 400ft | | | | |
| | | " " 18 hs 4x4x 12ft | 288ft | | | | |
| | | " " 23 hs 2x10x 16ft | 621ft | 1209ft | 24 | 21.42 | 66.63 |
| | | " " 1 hs 2x8x 18ft | 24ft | | 30 | | 72 |
| | 8 | " 4 hs 2x6x 18ft | 72ft | | 30 | | 2.16 |
| | 10 | " 15 hs 2x4x 12ft | 1212ft | | 24 | | 30.53 |
| | | " " 24 hs 4x4x 12ft | 384ft | | 24 | | 9.22 |
| | 13 | " 15 hs 16ft Flooring | 120ft | | 24 | 2.88 | |
| | | " " 6 hs 4x4x 18ft | 144ft | | 20 | 4.32 | |
| | | " " 2 hs 4x4x 14ft | 38ft | | 24 | .91 | |
| | | " " 3 hs 2x6x 18ft | 54ft | | | | |
| | | " " 18 hs 2x8x 18ft | 432" | | | | |
| | | " " 2 hs 2x8x 18ft | 48" | | | | |
| | | " " 1 hs 4x4x 18ft | 24" | | | | |
| | | " " 12 hs 3x4x 18ft | 234" | | | | |
| | | " " 20 hs 2x4x 18ft | 360. | 1182ft | 30 | 24.56 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| " " | 6 hs | 2 x 4 x 14 ft | 56 ft | | 24 | 1.30 | |
| " " | 8 hs | 2 x 12 x 12 ft | 288 ft | | | | |
| " " | 6 hs | 2 x 12 x 20 ft | 240 ft | | | | |
| " " | 7 hs | 2 x 10 x 20 ft | 233 ft | | | | |
| " " | 9 hs | 2 x 10 x 18 ft | 270 ft | 1126 ft | 30 | 2.08 | |
| " " | 5 hs | 2 x 10 x 16 ft | 135 ft | | 24 | 3.24 | 18.29 |
| 14 " | 25 hs | 2 x 8 x 16 ft | 533 ft | | 20 | 16.50 | |
| " " | 25 hs | 2 x 8 x 12 ft | 400 ft | | | | |
| " " | 9 hs | 2 x 10 x 16 ft | 243 ft | | | | |
| " " | 4 hs | 4 x 4 x 14 ft | 76 ft | | | | |
| " " | 24 hs | 2 x 10 x 16 ft | 648 ft | 1367 ft | 24 | 32.81 | |
| " " | 145 M ft clear hr | | | | 40 | 58.08 | |
| " " | 1359 ft Com hr | | | | 24 | 32.62 | 140.01 |
| | | | | | | | 1209.60 |

Pro Rev John K. Brewster for Hotel a/c Continued

Birth Pro

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1856 | | | | | | | 1209.60 |
| Dec 14 | Pro | 14 hs | 4 x 4 x 12 ft | 224 ft | | | |
| " " | | 2 hs | 4 x 4 x 14 ft | 38 ft | 262 ft | 24 | 6.29 |
| " " | | 80 hs | 3 x 10 x 26 ft | 5200 ft | | 35 | 182. |
| " " | | 10 hs | 2 x 4 x 16 ft | 110 ft | | | |
| " " | | 2 hs | 2 x 4 x 12 ft | 24 ft | 134 ft | 24 | 3.22 |
| 15 " | | 2914 ft Com hr | | | | 24 | 70.00 |
| 17 " | | 1157 ft 2 In Plank | | | | 24 | 27.77 |
| " " | | 1824 ft Com hr | | | | 24 | 43.85 |
| 18 " | | 1993 " Com hr | | | | 24 | 71.62 |
| 19 " | | 164 ft Com hr | | | | 24 | 47.83 |
| " " | | 116 hs | 3 x 12 x 25 ft | 9753 | | | 4. |
| " " | | 21 hs | " " 24 " | 1512 | | | |

15

16

| | | | | | | |
|---|---|---|---|---|---|---|
| " " | 24hs " " 22ft | 2244 | | | | |
| " " | 9hs " " 20 " | 540 | | | | |
| " " | 145hs " " 18 " | 7830 | | | | |
| " " | 20hs " " 16 " | 960 | | | | |
| " " | 11hs " " 12 " | 396 | | | | |
| " " | 6hs 6x12x14 | 504 | 23739ft | 35 | 830.86 | |
| " " | 55hs 3x12x25ft | 4125 | | | | |
| " " | 33hs " " 24 " | 2376 | | | | |
| " " | 24hs " " 22 " | 1584 | | | | |
| " " | 54hs " " 20 " | 3240 | | | | |
| " " | 44hs " " 18 " | 2376 | 13701ft | 35 | 479.54 | |
| " " | 14hs 6x12x25ft | 2100ft | | | | |
| " " | 55hs 3x12x25 " | 4275 " | | | | |
| " " | 23hs 3x12x24 " | 1656 " | | | | |
| " " | 4hs 3x12x22 " | 264 " | | | | |
| " " | 12hs 3x12x20 " | 720 " | | | | |
| " " | 17 " 3x12x18 " | 918 " | | | | |
| " " | 5 hs 3x10x22x | 275 " | | | | |
| " " | 22hs 3x10x20x | 1100 | | | | |
| " " | 15hs 3x10x18x | 675 | | | | |
| " " | 7hs 3x10x16x | 280 | | | | |
| " " | 2hs 2x10x16 " | 54 | 12317ft | 35 | 431.10 | |
| | | | | | 3336.04 | |

Amr John K Burnaster Dr to C Childs Hotel a/c Continued

Book Land 3336.04

1856

Oct 19 Amr 5hs 6/12x25ft 750ft

" " 1hs 6/12x18 " 108 "

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| " | " | 10hs | 6/12 x | 14 ft | 840 " | | | |
| " | " | 4 4hs | 3/12 x | 25 " | 5550 " | | | |
| " | " | 15hs | " " | 24 " | 1440 " | | | |
| " | " | 7hs | " | 22 " | 462 " | | | |
| " | " | 18hs | " | 20 " | 1440 " | | | |
| " | " | 14hs | " | 18 " | 972 " | | | |
| " | " | 2hs | " | 12 " | 72 " | | | |
| " | " | 1hs | 3/10 " | 22 " | 55 " | | | |
| " | " | 20hs | 3/10 " | 20 " | 1000 " | | | |
| " | " | 28hs | 3/10 " | 18 " | 1710 " | | | |
| " | " | 12hs | 3/10 " | 16 " | 520 " | | | |
| " | " | 1hs | 2/10 " | 16 " | 24 " | 14226 ft | 35 | 497.91 |
| " | " | 1hs | 6/12 x | 18 ft | 1188 ft | | | |
| " | " | 33hs | 6/12 x | 14 " | 2772 " | | | |
| " | " | 57hs | 3/12 x | 25 " | 3821 " | | | |
| " | " | 8hs | 3/12 x | 22 " | 528 " | | | |
| " | " | 28hs | 3/12 x | 20 " | 1680 " | | | |
| " | " | 2hs | 3/10 x | 25 " | 188 " | | | |
| " | " | 59hs | 3/10 x | 22 " | 3245 " | | | |
| " | " | 8hs | 3/10 x | 20 " | 400 " | | | |
| " | " | 6hs | 3/10 x | 18 " | 270 " | | | |
| " | " | 1hs | 3/10 x | 16 x | 40 " | | | |
| " | " | 2hs | 2/10 x | 25 " | 126 " | | | |
| " | " | 61hs | 2/10 x | 24 " | 4275 " | | | |
| " | 8 | 8hs | 2/10 x | 20 | 264 | 15109 ft | 35 | 52881 |
| | | | | | | | | 4862.79 |

17

Mr John K Bement & Co Chicago Materials Delivered

1856 Brought Forward 4362.19

| | | | | | | |
|---|---|---|---|---|---|---|
| Oct 19 | 1 pc 6/12 x 25 ft | 150 | | | | |
| " | 3 pcs 6/12 x 18 ft | 324 | | | | |
| " | 1 pcs 6/12 x 14 ft | 84 | | | | |
| " | 54 pcs 3/12 x 22 ft | 3564 | | | | |
| " | 9 pcs 3/12 x 12 ft | 207 | | | | |
| " | 21 pcs 3/10 x 25 ft | 1953 | | | | |
| " | 2 pcs 3/10 x 24 ft | 120 | | | | |
| " | 4 pcs 3/10 x 22 ft | 220 | | | | |
| " | 23 pcs 3/10 x 18 ft | 1035 | | | | |
| " | 16 pcs 3/10 x 12 ft | 480 | | | | |
| " | 31 pcs 2/10 x 25 ft | 1302 | | | | |
| " | 38 pcs 2/10 x 20 ft | 1264 | | | | |
| " | 106 pcs 2/10 x 18 ft | 3180 | | | | |
| " | 19 pcs 2/10 x 16 ft | 459 | | | | |
| " | 20 pcs 2/10 x 20 ft | 400 | 14 9/9 9 ft | 35 | 51 7/24 | |
| " | 4 pcs 8 x 10 x 26 ft | 69 2 ft | | | | |
| " | 11 pcs 6/12 x 25 ft | 1650 ft | | | | |
| " | 2 pcs 6/12 x 22 ft | 290 ft | | | | |
| " | 1 pcs 6/8 x 24 ft | 90 ft | | | | |
| " | 26 pcs 3/12 x 22 ft | 2376 ft | | | | |
| " | 85 pcs 3/10 x 25 ft | 5102 ft | | | | |
| " | 83 pcs 3/10 x 25 ft | 2486 ft | 13 99 | 25 | 482.96 | |
| 20 | " 3 sets 4 ft Cam bx | | | 24 | 84 10 | |
| 22 | " 428 ft Clear bx | | | 40 17 12 | | |
| " | " 406 ft Clear 1/2 bx | | | 40 1624 | 33.36 | |
| 26 | " 16 pcs 2 x 6 x 16 ft | 256 2 ft | | 24 | 6 14 8 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 29 | " | 10 hs 4×4×16 ft | 220 ft | | | |
| " | " | 26 hs 2×4×16 ft | 286 ft | | | |
| " | " | 14 hs 4×4×14 ft | 268 ft | | | |
| " | " | 7 4/4 hs 2×4×12 ft | 616 ft | | | |
| " | " | 15 hs 2×4×16 ft | 165 ft | 1553 ft | 24 | 31.24 |
| Decr | " | 49 ft clear Dr | | | 40 | 1.96 |
| | | | | | | 5583.44 |

Dr John McKenzie to McCheds Materials Continued

Brot Fwd 5583 4/4

| | | | | | | |
|---|---|---|---|---|---|---|
| 1856 | | | | | | |
| Dec 8 | Dr | 11.120 ft 12s Dressed flooring | | | 32 | 555.24 |
| 13 | " | 6860 ft 16s Dress'd flooring | | | 32 | 219.52 |
| 16 | " | 56 hs 12s Scribing 336 ft | | | 24 | 8.06 |
| " | " | 339 ft clear 2 Dr | | | 40 | 13.56 |
| " | " | 4618 ft 16s Dress'd flooring | | | 32.248.41 | 265.23 |
| 18 | " | 4245 ft 12s×16 Dress'd flooring | | | 32 | 136.80 |
| 24 | " | 32 hs 2×4×14 ft | 288 ft | | | |
| " | " | 32 hs 2×4×12 ft | 256 ft | | | |
| " | " | 20 hs 4×4×14 ft | 380 ft | | | |
| " | " | 14 hs 4×4×12 ft | 224 ft | | | |
| " | " | 73 hs 2×4×14 ft | 654 ft | | | |
| " | " | 20 hs 2×4×14 ft | 240 ft | | | |
| " | " | 20 hs 2×4×12 ft | 256 ft | | | |
| " | " | 61 hs 2×6×16 ft | 976 ft | 2870 ft | 24 | 19.32 |
| 26 | " | 8985 ft 1¼ Dr 16s Dress'd flooring | | | 32 | 287.52 |
| " | " | 3964 ft 1¼ Dr 14s Dress'd flooring | | | 32 | 126.94 |
| " | " | 1435 ft 1¼ Dr 12s Dress'd flooring | | | 32 | 45.92 |
| " | " | 24 hs 4×4×18 ft | 48 ft | | 30 | 1.44 44/36 |

19

| | | | | | | |
|---|---|---|---|---|---|---|
| " | 2 | " | 9 hs 2×4×16 ft | 108 ft | 20 | 3.24 |
| 1854 Jany | 1 | " | 486 ft bm Boards 12 ft 8" | | 24 | 11.66 |
| | | " | 1 hs 6×8×16 ft | | 12 | 2. |
| | 6 | " | 44 hs 2×4×14 ft | 296 ft | | |
| | | " | 12 hs 2×4×12 ft | 96 ft | | |
| | | " | 16 hs 2×4×12 ft | 128 ft | | |
| | | " | 42 hs 2×4×14 ft | 384 ft | | |
| | | " | 14 hs 2×4×12 ft | 112 ft | | |
| | | " | 34 hs 2×4×14 ft | 833 ft | | |
| | | " | 63 hs 2×4×16 ft | 693 ft | | |
| | | " | 1 hs 2×4×12 ft | 8 ft | 2153 ft | 24 51.64 |
| | 9 | " | 151 hs 2×4×16 ft | 1661 ft | | |
| | | " | 586 hs 2×4×12 ft | 4688 ft | 6349 | 24 157.38 |
| | 10 | " | 1000 hs 2×4×16 ft | 12000 ft | | 20 240.00 |
| | | | | | | 359.40 |

Dr John K Brewster in Account Current

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1854 | | | | Per Contra | | | 359.40 |
| Jany 12 | Dr | | 2147 ft Com bd | | 24 | 5.54 | |
| 13 | " | | 898 ft Com bd | | 24 | 21.55 | |
| " | " | | 10863 ft 16' 1" in Dressed Flooring | | 32 | 34.62 | 369.14 |
| 17 | " | | 6444 ft clear 1" bd | | 40 | 257.76 | |
| " | " | | 627 ft clear 1½ bd | | 45 | 28.22 | 53.98 |
| 21 | " | | 2 hs 8×8×14 ft | 28 ft | 15 | | 4.20 |
| 24 | " | | 1852 ft bm Boards | | 24 | 44.45 | |
| " | " | | 457 ft clear Lumber | | 45 | 24.06 | 18.51 |
| 26 | " | | 50 hs 2×6×16 ft | 800 ft | | | |
| " | " | | 58 hs 2×4×14 ft | 1392 ft | 1792 ft | 24 | 31.73 |

| | | | | | | |
|---|---|---|---|---|---|---|
| " " | 740 ft 14$^{s}$ rn 6 bn | | | 24 | 17.76 | 49.49 |
| 20 " | 2 hs 4 x 4 x 20 ft | 32 ft | | 30 | | 1.60 |
| 21 " | 76 hs 2 x 4 x 12 ft | 608 ft | | 24 | | 14.59 |
| Feby 2 " | 24 hs 2 x 4 x 12 ft | 216 ft | | 24 | | 5.18 |
| 3 " | 22 ft clear bn | | | 45 | .99 | |
| " " | 115 ft do do | | | 45 | 5.11.1/4 | |
| " " | 1398 ft & Cnr bn | | | 30 | 41.94 | 98.10 |
| 4 " | 64 ft clear bn | | | 45 | 2.88 | |
| " " | 2939 ft clear 1 1/4 r 1 1/2 bn | | | 45 | 132.25 | |
| " " | 1564 ft & Cnr bn | | | 30 | 47.01 | |
| " " | 40 hs 2 x 4 x 16 ft | 440 ft | | | | |
| " " | 21 hs 2 x 6 x 16 ft | 336 ft | 776 ft | 24 | 18.62 | 211.76 |
| 7 " | 100 hs 14$^{s}$ flooring | 700 ft | | 24 | | 16.80 |
| 9 " | 10 hs 2 x 4 x 16 ft | 110 ft | | 24 | | 2.64 |
| 11 " | 600 ft bn 16$^{s}$ | | | 24 | 14.40 | |
| " " | 1032 ft Scoring | | | 22 | 22.70 | |
| " " | 1255 ft clear 1 1/4 bn | | | 45 | 56.48 | |
| " " | 39 ft 2 bn Whiteoak 8 | | | 25 | 9.75 | 103.83 |
| 12 " | 60 hs 2 x 4 x 14 ft | 540 ft | | 24 | | 12.96 |
| 13 " | 2 hs 2 x 4 x 20 ft | 26 ft | | 30 | | .78 |
| 14 " | 4 hs 2 x 4 x 18 ft | 48 ft | | 30 | | 1.44 |
| | | | | | | 842.85 |

Dr. John McBrearty in Account with Hotchkiss & Crummey

| | | | | | | |
|---|---|---|---|---|---|---|
| 1857 | | | | Brot Forwd | | 842.85 |
| Feby 18 | Dr. 25 hs 2 x 4 x 14 ft | 280 ft | | | | |
| " " | 20 hs 2 x 6 x 16 ft | 320 ft | 540 ft | 24 | 13.08 | |
| 21 " " | 3086 ft clear 1 1/4 bn | | | 45 | 138.87 | |
| " " | 2729 ft do 2 bn | | | 45 | 122.80 | 274.75 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 19 | " | 2111 ft 2 In Plank | | | 24 | 48.02 |
| " | " | 1268 ft clear 2 In | | | 45 | 57.06 |
| " | " | 496 ft clear In | | | 45 | 22.32 124.40 |
| 23 | " | 15 Pcs 6 x 6 x 16 ft | 240 ft | | 10 | 24 |
| 25 | " | 80 ft clear Siding | | | 24 | 2.06 |
| 26 | " | 322 ft 2 In Whitewood | | | 25 | 80 2.86 |
| 24 | " | 8 Pcs 14° Ceiling | 576 ft | | 24 | 13.44 |
| " | " | 2448 ft 1¼ In Dressed Flooring | | | 32 | 78.34 91.48 |
| 28 | " | 944 ft clear In | | | 45 | 43.96 |
| March 2 | " | 22 Pcs 2 x 4 x 14 ft | 198 ft | | | |
| " | " | 63 Pcs 2 x 6 x 12 ft | 756 ft | | | |
| " | " | 36 Pcs 2 x 8 x 16 ft | 792 ft | 1746 ft | 24 | 41.90 |
| " | " | 126 Pcs 2 x 8 x 12 ft | 2016 ft | | 24 | 48.38 |
| " | " | 51 Pcs 2 x 8 x 20 ft | 1344 ft | | 20 | 41.31 131.59 |
| " | " | 5 Pcs 2 x 6 x 14 ft | 70 ft | | 24 | 1.68 |
| 4 | " | 2 Pcs 2 x 6 x 12 ft | 24 ft | | 24 | 58 |
| 5 | " | 20 ft 12° clear Siding | | | 24 | .72 |
| " | " | 12 Pcs 2 x 4 x 14 ft | 108 ft | | 24 | 2.59 3.31 |
| 6 | " | 4 Pcs 2 x 6 x 20 ft | 80 ft | | 30 | 2.40 |
| 9 | " | 132 ft 16° Dressed Flooring | | | 32 | 4.22 |
| " | " | 46 ft clear 2 In | | | 45 | 20.7 |
| 10 | " | 24 ft 6 x 6 x Sgr Timber | | | 108 | 3.40 |
| " | " | 52 ft clear 12° siding | | | 24 | 2.02 5.42 |
| 11 | " | 808 ft clear 2 In | | | 45 | 36.36 |
| " | " | 494 ft do 1½ In | | | 45 | 22.23 |
| " | " | 600 ft clear Siding | | | 24 | 14.40 73.13 |
| 13 | " | 506 ft 12° Com In | | | 24 | 12.14 |

9219.81

Inv John K Brewster & H C Childs Hotel a/c

Brought Forward 92 19.81

1854
March 16 Hemlock 2 x 4 x 16ft Extra 114ft 20 3.42
" " 32 hs 2 x 4 x 16ft 352ft
" " 5 hs 4 x 4 x 12ft 20ft 432ft 24 10.36 13.78
19 " 45 ft clear Siding 24 10.94
20 " 1 hs 10 x 10 x 16ft 25 4.
21 " 2 hs 10 x 10 x 16ft 25 8.
" " 1855 M Latto 450 M 883.14
24 " 1 hs 6 x 6 x 12ft 10 1.20
26 " 17 hs 2 x 4 x 14ft 153ft
" " 2 hs 4 x 4 x 14ft 38ft
" " 12 hs 2 x 6 x 14ft 168ft 359ft 24 8.62
28 " 1524ft clear 1½ Inv 45 68.58
" " 2113ft do 2 Inv 45 95.09 163.67
" " 11 M Latto 450 M 49.50
31 " 141ft 1¼ Inv 16" Dressed Flooring 32 4.51
April 1 " 2 hs 2 x 4 x 16ft 24ft 20 .48
" " 682ft clear 2 Inv 45 30.69
" " 2001ft do 1¼ Inv 45 90.05 121.46
2 " 26 hs 2 x 4 x 16ft clear 494ft 45 22.23
" " 190ft 16" Dressed Flooring 32 6.08
" " 2022ft clear 1¼ Inv 45 91.03
" " 475ft clear 2 Inv 45 21.38
" " 4188 ft clear Inv 45 188.46 329.18
3 " 3030 ft clear Inv 2/6" & 2/4 45 136.35
4 " 175ft 1¼ Inv 16" Dressed Flooring 32 5.60
" " 208ft clear 2 Inv 45 9.36 14.96

23

| | | | | | |
|---|---|---|---|---|---|
| 14 | " | 512 ft clear 2 In | | | |
| " | " | 350 ft Do 1½ In | 862 ft | 45 | 38.79 |
| 17 | " | 1003 ft clear 16 5 In | | | |
| " | " | 270 ft clear 2 In | 1273 ft | 45 5/28 | |
| " | " | 2619 ft & Com In | | 25 65 44 | 1227 5 |
| 18 | " | 299 ft clear 2 In | | 45 | 17 95 |
| | | | | | 11098.65 |

Mr John McKeever & McChilds Hotel a/c Continued

| | | | | | |
|---|---|---|---|---|---|
| 1854 | | | Brot Forrd | | 11098 65 |
| April 22 | In | 1174 ft 16" Dressed Flooring | | 22 | 31 66 |
| May 4 | " | 304 ft clear Siding | | 24 | 7.30 |
| | 6 | " 52 ft clear In | | 45 | 2.34 |
| | 7 | " 319 ft clear 14" In | | 45 | 14.35 |
| | 11 | " 18 ft clear In | | 45 .81 | |
| | " | " 134 ft 2 In Oak Plank | | 25 3.35 | 4.16 |
| | 16 | " 539 ft Com In | | 24 | 12.94 |
| | 18 | " 6 Pcs 2 x 6 x 14 ft | 84 ft | | |
| | " | " 1 Pc 4 x 6 x 14 ft | 28 ft | 112 ft | 24 2.69 |
| | 19 | " 91 ft Dressed Flooring | | 22 | 22 |
| | 20 | " 94 ft 1¼ In Dressed Flooring | | 22 | 2.07 |
| | 22 | " 28 ft clear Flooring 4 Pcs 14" | | 35 | 98 |
| | 25 | " 146 ft clear 1½ 2 In | | 45 6.57 | |
| | " | " 18 ft Oak Plank | | 25 45 | 1.02 |
| | " | " 36 Pcs 2 x 6 x 14 ft | 504 ft | 24 | 12.10 |
| | " | " 92 ft & Com | | 20 | 2.76 |
| | 26 | " 2 Pcs 2 x 6 x 14 ft | 28 ft | 24 | 67 |
| | 27 | " 1 Pc 2 x 6 x 14 ft | 14 ft | 24 34 | |

| | | | | | |
|---|---|---|---|---|---|
| | " " | 102 ft 16' dressed flooring | 3z | 3.20 | |
| | " " | 1012 ft 1¼ bv clear | H5 | 45.59 | |
| | " " | 511½ ft 1¼ bv clear | H5 | 22.82 | 72.05 |
| | 28 " | 76 hs boards clear bv | H5 | 27.36 | |
| | " " | 585 ft clear 1¼ bv | H5 | 26.32 | |
| | " " | 140 ft clear 1¼ bv | H5 | 6.30 | |
| | " " | 24 hs 2 × 8 × 12' 384 ft | 24 | 9.22 | |
| | " " | 24 ft clear 1¼ bv | H5 | 108 | 70.28 |
| June | 5 " | 16 hs 2 × 8 × 16 ft 352 ft | 24 | 8.45 | |
| | " " | 720 ft 12' dressed flooring | 3z | 23.04 | 31.49 |
| | 6 " | 3 hs 2 × 6 × 12 ft clear 36 ft | H0 | | 1.44 |
| | | | | | 1136.16 |

Mr John McPherson & Children's Trust a/c Contra

| | | | | | |
|---|---|---|---|---|---|
| 1857 | | | Amt Forward | | 1136.16 |
| June | 8 Mr | 1000 ft 14' clear Siding | 24 | 24.00 | |
| | " " | 600 ft clear bv | H5 | 27 | |
| | " " | 765 ft 1¼ bv clear | H5 | 24.42 | |
| | " " | 1442 ft clear bv | H0 | 57.68 | |
| | " " | 8 hs 2 × 8 × 16 ft 170 ft | 24 | 4.22 | 144.32 |
| | 9 " | 36 ft 12' dressed flooring | 3z | | 1.75 |
| | 12 " | 800 ft clear bv | H5 | | 36. |
| | 13 " | 21 ft Cornice | 24 | 50 | |
| | " " | 1 hs 2 × 7 × 12 ft 14 ft | | | |
| | " " | 1 hs 2 × 7 × 16 ft 19 ft | | | |
| | " " | 2 hs 2 × 7 × 18 ft 42 ft | | | |
| | " " | 3 hs 2 × 8 × 18 ft 72 ft | | | |
| | " " | 1 hs 2 × 7 × 18 ft 21 ft 168 ft | 24 | 403 | |

| | | | | | |
|---|---|---|---|---|---|
| " " | 129 ft. clear 2 In | 45 | 5.81 | 10.33 |
| 15 " | 24 ft. & Com In | 25 | 60 | |
| " " | 14 ft. & Com Flooring | 30 | 42 | 1.02 |
| 16 " | 4 In 2 x 8 x 16 ft. 88 ft. | 24 | 2.11 | |
| " " | 448 ft. 16" Dressed Flooring | 32 | 14.34 | 16.45 |
| " " | 10 11 ft. clear In | 45 | | 45.50 |
| 19 " | 75 ft. 16" Dressed Flooring | 32 | 2.40 | |
| " " | 30 ft. 2 x 4 r & Com In | 25 | 75 | 8.15 |
| 20 " | 114 ft. clear 2 In | | | |
| " " | 54 ft. clear 1½ In 165 ft. | 45 | | 7.56 |
| 22 " | 2 11 ft. clear 1½ In | 45 | 90.51 | |
| " " | 1 In 2 x 8 x 16 ft. 22 ft. | 24 | 53 | |
| " " | 310 ft. 14" & 16" Dressed Flooring | 32 | 9.92 | 100.95 |
| 23 " | 159 ft. 16" Dressed Flooring | 32 | | 5.09 |
| 24 " | 378 ft. 14" & 16" Dressed Do | 32 | | 12.10 |
| 25 " | 8 ft. Dressed Flooring | 32 | 26 | |
| " " | 62 ft. clear In | 45 | 279 | 3.05 |
| 26 " | 1 In 4 x 4 x 12 ft. 16 ft. | 25 | | 40 |
| 27 " | 1225 ft. clear In 12 In | 45 | | 55.13 |
| | | | | 1182.26 |

Bro John G Brewster In 1 & Childs Hotel & Annexed

| | | | | | |
|---|---|---|---|---|---|
| | | Brot Forrd | | | 1182.36 |
| 1854 | | | | | |
| June 29 | Cr | 504 ft. 1½ In clear | | | |
| " " | | 26 ft. clear 2 In 830 ft. | 45 | 37.35 | |
| 30 " | | 54 ft. 2 In Plank | 24 | 2.02 | 39.37 |
| July 1 " | | 20 ft. Walnut | 30 | | 60 |
| 2 " | | 673 ft. clear In | 45 | | 30.29 |

| | | | | |
|---|---|---|---|---|
| 6 " | 26 ft clear 2 hr | 45 | 1.17 | |
| " " | 3 hs 2 x 4 x 12 ft 24 ft clear | 30 | 1/2 | 1.89 |
| 1/2 " | 1 5/8 Lathe | 4.50 | | 6.50 |
| 8 " | 66 ft Com hr | 24 | | 1.58 |
| 13 " | 186 ft hr 1 1/4 & 1 1/2 hr clear | 45 | | 8.37 |
| " " | 1 hs 18" flooring 9 ft | 30 | | .27 |
| 14 " | 191 ft clear hr & 1 1/4 hr | 45 | 8.60 | |
| " " | 1 hs 4 x 6 x 14 ft 28 ft | 30 | 1/2 | 9.44 |
| 15 " | 48 ft clear hr & 2 hr | 45 | | 2.16 |
| 16 " | 232 ft clear Siding | 24 | 5.57 | |
| " " | 196 ft 14" & 16" & Com hr | 30 | 5.88 | 11.45 |
| 17 " | 102 ft clear hr & 2 hr | 45 | 4.59 | |
| " " | 147 ft clear Siding | 24 | 3.53 | |
| " " | 127 1/2 ft clear hr 1 1/2 & 2 hr | 45 | 5.7.38 | 65.45 |
| 18 " | 1 hs 2 x 8 x 16 ft & Com 22 ft | 30 | .66 | |
| " " | 184 ft 16" Dressed flooring | 32 | 5.98 | |
| " " | 1 hs 2 x 4 x 14 ft 9 ft & Com | 30 | 2.7 | 6.91 |
| 20 " | 24 ft clear flooring & Siding | 30 | | 1/2 |
| 21 " | 100 hs 2 x 6 x 12 ft oak 1200 ft | 25 | | 30. |
| 23 " | 156 ft 16" Dressed flooring | 32 | 5. | |
| " " | 28 ft clear siding | 24 | .67 | |
| " " | 40 ft clear 2 hr | 45 | 1.80 | 1.47 |
| 24 " | 162 ft clear hr | 45 | | 7.29 |
| 25 " | 143 ft clear hr | 45 | 6.44 | |
| " " | 2 hs 2 x 4 x 16 ft clear 22 ft | | | |
| " " | 1 hs 6 x 6 x 16 ft & 16 " 38 ft | 30 | 1.17 | |
| " " | 5 hs 2 x 8 x 16 ft 11 ft | 24 | 2.64 | 10.22 |

12130.24

Bor John McPherson & H C Childs Hotel a/c Continued

Birch Island 12130.32

1857

| | | | | | |
|---|---|---|---|---|---|
| July 24 | Bor | 50ft & Com bv | | 30 1.50 | |
| " | " | 1 hs 2×8×16ft | 16ft | 24 .38 | |
| 28 | " | 65 ft clear 14" bv | | 45 29.56 | |
| " | " | 3 hs 2×8×16ft | 66ft | 24 1.58 | 31.14 |
| 29 | " | 64 ft clear bv | | 45 | 2.88 |
| August 1 | " | 241 ft clear 2 bv | | 45 10.85 | |
| " | " | 1 hs 2×4×8ft and 5 ft | | 25 12 | 109 |
| 3 | " | 1.4 ft bv & 2 bv clear | | 45 | 32.13 |
| 4 | " | 9 hs clear Flooring 12 ft | | 30 | 2.16 |
| 5 | " | 53 ft Dressed 12" Flooring | | 32 1.79 | |
| " | " | 32 ft clear bv | | 45 1.44 | |
| " | " | 1 hs 2×4×12ft and 8ft | | 25 20 | |
| " | " | 16ft clear 16" back | | 45 1/2 | 4.15 |
| 6 | " | 126ft bv 2 bv & Flooring clear | | 45 | 56.7 |
| 7 | " | 168ft clear 2 bv | | 45 7.56 | |
| " | " | 93ft 16" Dressed Flooring | | 32 2.98 | 10.54 |
| 8 | " | 14 ft clear bv | | 45 | 1.4 |
| 11 | " | 114 ft clear 2 bv | | 45 5.24 | |
| " | " | 23 hs 2×6×12ft | 276ft | 24 6.62 | |
| " | " | 3735 ft 12" Dressed Flooring | | 32 119.52 | 13.41 |
| 12 | " | 14 ft clear 1½ bv | | 45 | .77 |
| 13 | " | 5 ft Dressed Flooring | | 30 | 15 |
| 14 | " | 21 ft clear Siding | 21 ft | | |
| " | " | 46 hs 2×6×10ft | 460" | | |
| " | " | 15 hs 2×6×12ft | 180" 641 ft | 25 | 16.52 |

| | | | | |
|---|---|---|---|---|
| 15 " | 325 ft 12" dressed flooring | 32 | 26.40 | |
| " " | 1 hs 16" clear flooring 8 ft | 35 | .28 | |
| " " | 25 ft clear dr | 45 | 1.58 | 28.26 |
| 17 " | 754 ft clear dr | 45 | 33.93 | |
| " " | 8 hs 2 x 10 x 16 ft 216 ft | 24 | 5.18 | 39.11 |
| 18 " | 23 ft clear drop 14" dr | 45 | | 1.04 |
| 20 " | 428 ft clear 1½ h 2 dr | 45 | | 19.26 |
| | | | | 1246.15 |

Dr Dan'l Brewster & Hobbs Hatch & Co continued

Dr Dan'l Brewster & Hobbs Hatch & Co continued

Amt forward 1246.15

1857

| | | | | |
|---|---|---|---|---|
| August 21 | Dr 93 ft 16" dressed flooring | 32 | 2.98 | |
| " " | 414 ft clear 1½ dr | 45 | 18.63 | 21.61 |
| 22 " | 65 ft Ex Com dr | 30 | 1.95 | |
| " " | 21 ft 16" dressed flooring | 32 | .67 | |
| " " | 19 hs 14" Ex D flooring 182 ft | 30 | 3.99 | |
| " " | 15 ft clear dr | 45 | .68 | 4.29 |
| 24 " | 449 ft dr 1¼ dr 1 2 hs clean | 45 | | 20.20 |
| 25 " | 21 ft Ex Com dr | 30 | | .63 |
| 26 " | 34 ft Ex Com 12" dr | 30 | 1.11 | |
| " " | 2 hs 2 x 4 x 16 ft 22 ft clean | 30 | .66 | |
| " " | 18 hs 2 x 4 x 18 ft 216 ft | 24 | 5.18 | |
| " " | 1 hs 2 x 4 x 8 ft on 165 ft | | | |
| " " | 1 hs 2 x 6 x 12 ft Do 12" 14 ft | 25 | .42 | |
| " " | 131 ft clear dr | 45 | 5.90 | 13.24 |
| 27 " | 85 hs 16" flooring 680 ft | 25 | 17.00 | |
| " " | 19 ft clear dr | 45 | .86 | |
| " " | 324 ft dressed flooring 16" | 32 | 10.46 | 28.32 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 30 | 28 | " | 105 ft. clear 12s Dr | 45 | | 4.73 |
| | 29 | " | 165 " Latte | 450 | | 7.43 |
| | 32 | " | 215 ft 16s Dressed Flooring | 22 | 6.88 | |
| | " | " | 46 ft 1¼ Dr clear | 45 | 20¼ | 8.95 |
| Sch 1 | " | | 2 hs clear 16s Flooring 16 ft | 20 | 48 | |
| | " | " | 80 ft clear Siding | 24 | 1.92 | |
| | " | " | 95 ft & Com Dr | 20 | 2.85 | |
| | " | " | 92 ft & Com 2 Dr | 20 | 2¼6 | 8.01 |
| | 2 | " | 1 hs 12s clear Siding 6 ft | 24 | .14 | |
| | " | " | 4 hs 16s clear Flooring 32 ft | 20 | .96 | |
| | " | " | 11 hs Dressed Flooring 90 ft | 22 | 2.88 | |
| | " | " | 85 ft 12s clear 1½ Dr | 45 | 3.83 | |
| | " | " | 32 ft 16s clear Flooring | 20 | 96 | 8.14 |
| | | | | | | 12598.26 |

Dr John K Bemiston Co N C Childs Kalispell Montana

Book Forward 12598.26

1854

| | | | | | | |
|---|---|---|---|---|---|---|
| Sch 3 | 4 | Dr | 24 ft clear Dr | 45 | | 1.64 |
| | 4 | " | 32 ft clear Dr & 1¼ Dr | 45 | 1.49 | |
| | " | " | 1 hs 16s Com Flooring 8 ft | 25 | 20 | 1.69 |
| | 5 | " | 2 hs 2x6 x 14 ft 28 ft | 24 | .64 | |
| | " | " | 3 hs 16s clear Flooring 24 ft | 20 | ½ | 1.39 |
| | " | " | 22 ft 1¼ Dr clear | 45 | | 1- |
| | 4 | " | 24 ft Dressed Flooring | 22 | 1.18 | |
| | " | " | 1 hs 2 x 4 x 14 ft clear 9 ft | 20 | 24 | |
| | " | " | 98 ft Com 2 Dr Plank | 25 | 2.45 | 3.90 |
| | 8 | " | 28 ft & 2 Dr 16s | 30 | 98 | |
| | " | " | 10 hs 16s clear Flooring 80 ft | 20 | 2.40 | |

| | | | | | |
|---|---|---|---|---|---|
| " " | 8 hs 2 x 8 x 10 ft | 176 ft | 24 | 4.22 | 4.60 |
| 9 " | 10 hs 2 x 4 x 16 ft | 110 ft | 20 | 2.20 | |
| " " | 20 hs 4 dr 16' Flooring | 104 ft | 20 | 3.21 | |
| " " | 1 hs 2 x 10 x 18 ft | 20 ft | 24 | 1/2 | 4.28 |
| 10 " | 2 hs 2 x 8 x 20 ft | 54 ft | 25 | 1.35 | |
| " " | 3 hs 2 x 8 x 14 ft | 54 ft clear | 20 | 1.41 | |
| " " | 22 ft 2 dr clear | | 45 | 1.04 | |
| " " | 20 ft 1 1/4 dr Do | | 45 | 90 | |
| " " | 7 ft clear Siding | | 24 | 1.4 | 5.14 |
| 11 " | 154 ft clear dr 2 dr | | 45 | 4.04 | |
| " " | 2 hs 16' clear Dressed Flooring | 28 ft | 40 | 1.12 | 8.19 |
| 12 " | 123 ft 14' & 16' clear dr | | 45 | | 5.54 |
| 14 " | 21 ft & Com 2 dr | | 20 | | .93 |
| 15 " | 54 ft clear dr 1 1/2 x 2 dr | | 45 | | 2.43 |
| 16 " | 32 ft & Com dr | | 25 | 83 | |
| " " | 9 ft 3rd clear dr | | 20 | 24 | |
| " " | 201 ft 2 x 8 fencing | | 24 | 4.82 | 5.92 |
| 17 " | 84 ft dr & Com Flooring | | 32 | | 2.61 |
| 18 " | 98 ft 12' 14' 16' & 18' | | 20 | 294 | |
| " " | 169 ft Dressed Flooring | | 32 | 5.40 | 8.34 |
| | | | | | 12661.94 |

Bro. John K. Brewster To H. Chilcoat Voucher Continued

| | | | | | |
|---|---|---|---|---|---|
| 185 4 | | Brought Forward | | | 12661.94 |
| Feb 19 | Dr 44 ft Dressed Flooring | | 32 | | 50 |
| 22 " | 44 ft Dressed Flooring | | 32 | 150 | |
| " " | 29 ft & Com dr | | 20 | 1.14 | 2.64 |
| 24 " | 28 ft Dressed Flooring | | 32 | 90 | |

| | | | | | |
|---|---|---|---|---|---|
| | " " | 2hs 2x4x12ft clear 16ft | 20 | .48 | |
| | " " | 1hs 16ft clear Flooring 8ft | 20 | 24 | 1.60 |
| 26 | " | 1hs 16" clear Siding 8ft | 24 | | 19 |
| 28 | " | 28ft 16" Dressed Flooring | 32 | .90 | |
| | " " | 1 Door. 2.8. 68 2pls | 2.25 | 2.25 | 3.15 |
| 29 | " | 44ft Dressed Flooring | 32 | 1.50 | |
| | " " | 2hs 16" clear Siding 16ft | 24 | 38 | |
| | " " | 1 Door 2.8. 68 2pl | 2.25 | 2.25 | 4.13 |
| 30 | " | 1hs 2x4x12ft clear 8ft | 20 | .24 | |
| | " " | 1 Door 2.6 2pl 2.8 | 2.00 | 2.00 | |
| | " " | 110ft Dressed 16" Flooring | 32 | 3.52 | 5.76 |
| Detr-1 | " | 1hs 12" clear Siding 6ft | 24 | | .14 |
| 2 | " | 32ft clear Flooring | 35 | | 1.12 |
| 3 | " | 10ft clear 16" Dr | 45 | | 45 |
| 6 | " | 24ft Dressed 12" Flooring | 32 | | 1.18 |
| | " " | 41ft 14" Dressed Flooring (Detr 23) | 32 | 1.81 | |
| | " " | 1hs 2x4x12ft 8ft clear | 20 | 24 | 1.55 |
| 14 | " | 1hs 16" clear Siding 8ft | 24 | 19 | |
| | " " | 1hs clear Flooring 5ft | 20 | 15 | .34 |
| 15 | " | 29ft Ex Cm Dr | 20 | | 1.14 |
| 16 | " | 4hs 6 Lights 10x12" 24 Light | 16 | 3.84 | |
| | " " | 1hs 14" clear Siding 4ft | 24 | 14 | |
| | " " | 44ft 16" Dressed Flooring | 32 | 1.50 | |
| | " " | 1hs 16" Flooring 6ft | 20 | 18 | 5.69 |
| 17 | " | 135 Latts | 450 | | 60 |
| | " " | 1hs 2x8x18ft Ex Cm 2x ft | 20 | | 12 |
| 19 | " | 1hs 16" clear Siding 8ft | 24 | | 19 |
| 20 | " | 24ft Siding 2x4" | 24 | | 82 |
| | | | | | 124.00.43 |

Mr John K Brewster & H C Childs Hotel a/c Amount Brought Fwd 12400.43

1857
Nov 9 Mr 30 ft Dressed Flooring 32 11.20
" " 200 ft 2x4 clear Scantling 30 6.00 17.20
12417.63

Credit

1856
July 20 By Cash on a/c Five Hundred Dollars 500.00
Sept 15 " Do " " Five Hundred Dollars 500.00
" 29 " Do " " Five Hundred Dollars 500
Oct 30 " 50 Barrels Pork 962.05
Nov 15 " Cash Thirteen Hundred Dollars 1300.
Dec 24 " Do Five Hundred Dollars 500
1857
Jany 19 " Do One Thousand Dollars 1000
" 24 " Do Seven Hundred & Fifty Dollars 750
Nov 1 " Sixty Bills Eighty Two 94/100 Dollars 8294 6094.99

Balance Due 6322.64

And a settlement of accounts this day made between John K Brewster and Henry C Childs for Materials furnished by said H C Childs to said Brewster for the Building and Completing the Building Known as the Brewster House situated in Freeport Illinois there is found to be a balance due to said H C Childs from said Brewster for Lumber furnished for said building the sum of Six Thousand Six Hundred Twenty Two 64/100 Dollars

Nov 9 1857 John K Brewster

Filed November 11th 1857 - G. W. Gaitens, Clk

State of Illinois } In the Circuit Court of said
Stephenson County } County of the December
Term A.D. 1856

John M. Brewster. Joseph B. Smith &
James Bucknell Holden Putnam &
Alexander Keely Homer D. Hubbard } Petition for a Mech
John A. Clark & Daniel S. Brewster } Lien

vs

Henry C. Childs } The separate answer
of John M. Brewster

One of the Defendants in the above entitled suit to the
Petition of Henry C. Childs the Petitioner therein &c
petitioning for a Mechanic's Lien

And the said John M. Brewster answering says that
he has heard read the Petition of the said Henry C. Childs
filed in this cause and that this is true that on the first
day of June A.D. 1856 the said Petitioner and this
respondent did enter into and make an agreement
in manner and form as is in said Petition set forth
and stated And this respondent further answering admits
it to be true and so states the fact to be that the said
Petitioner in pursuance of the terms of said agreement
as in said Petition is set forth did on or about the first
day of July A.D. 1856 at the City of Freeport in said
County Commence delivering to this respondent the lumber
as set forth in said Petition for the erection and finishing
as set forth in said Petition the said Hotel Building in
the said Petition mentioned on the lots and land in the

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said petitioner recorded which said Lots and land the respondent on the said first day of June A.D. 1855 owned in fee simple And the respondent further answering says that the said Petitioner so pursuaned of his said agreement on the his respondent continued in the execution and fulfilment of his said Contract until the Ninth day of November A.D. 1854 on which said last date the said Petitioner had finished fulfilled and completed his said Contract and this respondent further answering admits that in consideration of the fulfillment of said Contract this respondent became indebted to the said Petitioner in the sum of Six Thousand Six Hundred & Twenty two 64/100 Dollars which said sum remains due and unpaid on said Contract as stated in said Petition

John K Brewster

State of Illinois
Stephenson County ss } John K Brewster being first duly sworn on oath says that the foregoing answer & the matters & things therein contained are true

Subscribed & Sworn to this 17th day of December A.D. 1857 before me

H A Hebbard
Notary Public

John K Brewster.

Filed December 21. 1857
L W Guiteau, Clerk

Henry L Childs
vs
John M Brewster Etal

Petition for Mechs Lien

By the agreement of Drayton & Sneed Esqrs of Counsel for the said petitioner and Drew Mark Esqre of Counsel for Joseph B Smith & Homer N Hubbard Holden Putnam James Butchell John M Shaffer & Louis L Russell Defendants) in this cause and Thomas J Turner Esqre of Counsel for Thompson Dalton and others named parties Defendants) in their petition to this Court in this cause which said agreement was made and entered into in open Court prior to the trial of the issues made by the said parties It is Ordered by the Court that the several answers of the said Defendants filed in the cause wherein Day Thomas is Complainant and John M Brewster Joseph B Smith & Homer N Hubbard James Butchell Holden Putnam Alexander Neely John A Clark & Daniel J Brewster are Defendants be and the same is taken for an answer in this cause and that the replication filed by the said Day Thomas in the said cause wherein he the said Day Thomas is Complainant as aforesaid be taken and accepted as a replication to this cause

Entered January 18, 1858

Henry L Childs
vs
John M Brewster Etal

Petition for Mechs Lien

On Motion of the said Petitioner by his Attorney It is Ordered by the Court that he have leave

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to amend his pleadings so as to make parties to this suit Jabez Abner George O Kney, Samuel K Payson & Jno B Hutchinson Charles H Dalton & Jno C Kendall & also any other parties who may be discovered as parties in the interest in this suit And if they are non residents this Court Ordered that publication of Notice be made to said Defendants in a public newspaper as in ordinary cases in Chancery

Entered January 18 1858

Henry L Child
&c
John K Brewster
others

In the Circuit Court of
Stephenson County in the
State of Illinois of the April
Term A.D. 1858

Amendments to the Petition in this
cause made pursuant to the order of said Court at the
December Term A.D. 1854

after the word "Circuit" in the twenty fifth line from the
top of the tenth page in the original Petition filed in
this cause read as follows to wit "

And your Petitioner
further shows unto your Honor that there appears
among the records of this Court in the Office of the
Clerk of this Court a record of two Judgments one of which
said Judgments was rendered at the September Term of this
Court on the twenty fifth day of September A.D. 1854 in
favor of Jabez L Stone. George O Stoney. Samuel K Payson
John B Hutchinson Charles H Dalton and Jacob Newell
& against the said John K Brewster John W Shaffer and
Louis H Burrell for the sum of Twenty seven hundred and
two Dollars and thirteen cents Damages and the other
of the said Judgments was rendered in favor of the said
above named Plaintiffs against the said John K
Brewster at the said September Term of this Court
on the fifteenth day of September A.D. 1854 for the sum of
five hundred and seventeen Dollars and Eighty Eight cents
Damages And your Petitioner further shows unto your
Honor that the said Judgments were rendered as aforesaid long

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after the lien of your Petitioner has attached to the land in your Petitioners original Petition described. And your Petitioner further showeth unto your Honor that the said Judgments have been nearly all paid and satisfied. And your Petitioner prays that the said above named Plaintiffs in the said Judgments above named may be made Defendants hereto. And your Petitioner further prays that your Honor will receive and order that your Petitioners Lien shall attach to the said land and the Brewster House erected thereon as a prior lien and in preference to the liens of the said Plaintiffs in the said Judgments above described. And that your Petitioners claim and demands as set forth in your Petitioners original Petition in this cause shall be entirely paid and satisfied by sale of the said land and Brewster House or otherwise as to your Honor shall seem Equitable and just before the said Plaintiffs in the said Judgments above named shall have any of the proceeds of any sale or other disposition of said land and Brewster House

Sweet & Hubbard
Solicitors for Petitioner

Filed January 25th 1858
T. W. Guiteau, Clerk

Henry Childs

vs

John K Bremer Etal

Petition for Mich. Sieu

And thereupon Defendants James Mitchell & Co John M Shaffer and Louis H Burrell Executors Martin Adams Queen Thompson Alexander and others securities on the Notes from John K Bremer to John M Clarke Except to all and every of the findings Orders and decrees found made and decreed by the Court in the above Entitled cause and pray that this their Exception be signed and sealed by the Court and it is done

Benjamin R Shelton Seal

Entered
Filed Jan 24 1859
L M Guiteau Clk

1

State of Illinois
Stephenson County ss } In the Circuit Court of said
County of the December term 1857

To the Honorable Benjamin R Sheldon presiding Judge
of the Fourteenth Judicial Circuit in the State of Illinois

The Petition of Jerome B Hazen of the
County of Stephenson aforesaid respectfully showeth
unto your Honor that your petitioner did on or about the
Sixth day of December A.D 1856 enter into and make a
verbal contract with John K Brewster of said County by
which said Contract your petitioner entered and agreed
with the said John K Brewster that your petitioner would
furnish the material for and erect and manufacture
and furnish all the Rosettes necessary and that might
be required and when required by said John K Brewster
and also all of the Window sights and Blind sights
necessary and that might be required and when required
by the said John K Brewster to be used round about the
erection building and finishing of certain Hotel Building
which he the said John K Brewster then proposed to build
complete and finish on Lot Number Nine and Six (6 & 6)
in Block Fifty six (56) in the original Town (now City) of
Freeport and on the North half of Lot Number Seven
(7) in said Block as numbered as follows Commencing at the
North Westerly corner of Lot Six (6) aforesaid and running
thence Southwardly along the line between said Lots Six and
Seven (6 & 7) in said Block Thirty five feet thence Eastwardly
on a line parallel with the Ridge Street Twenty feet thence

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Northwardly on a line parallel with Mechanic Street Thirty five feet to Avenue Street thence Eastwardly along Avenue Street to the place of beginning for a more full description of said lots and lands reference is made to the Plat of said Town of Freeport (now City of Freeport) recorded in the office of the Clerk of the Circuit Court in and for said Stephenson County which said lots and parcels of land are situated in said County of Stephenson

And your petitioner further shows unto your Honor that at the time of the making of the contract aforesaid the said John K Brewster was the owner in fee simple of all of the above described lots and lands.

And your petitioner further shows unto your Honor that in consideration of the agreements of your petitioner as aforesaid to and with the said John K Brewster the said John K Brewster contracted agreed and promised with and to your petitioner to pay to your petitioner for furnishing the material for constructing and manufacturing and furnishing the Rosettes as aforesaid to be used in the construction of the Hotel Building as aforesaid the sum of Fifty cents for each Rosette so constructed manufactured and furnished. And the said John K Brewster in consideration of the agreements of your petitioner as aforesaid to and with the said John K Brewster the said John K Brewster contracted agreed and promised to and with your petitioner to pay your petitioner for furnishing the material for and constructing and manufacturing and furnishing the Blind Heights and

and known Weights to be used in the construction of the Hotel Building as aforesaid the sum of Seventy five cents per pound for all the said known weights and Blind weights that might be furnished by your petitioner in pursuance of the aforesaid agreement and contract of your petitioner And your petitioner further sheweth unto your Honor that in pursuance of the said agreement your petitioner did sometime in the month of December A.D. 1866 furnish the material for and begin the manufacture of the Rosettes and known weights and Blind weights as required by said agreement and contract and that afterwards and in pursuance of said agreement and contract he your petitioner did furnish all of the Rosettes and known Weights and Blind weights that were required by the said John K Brewster and when required by the said John K Brewster to be used in the construction of the said Hotel Building as aforesaid and as so required by the said John K Brewster and in pursuance of the said agreement aforesaid by and between John K Brewster and your petitioner. Your petitioner furnished ready manufactured and constructed One hundred and one Rosettes to said John K Brewster which were used in the Construction of said Hotel Building amounting to the sum of Fifty two Dollars and your petitioner also in pursuance of said agreement furnished to said John K Brewster Ten thousand Five hundred and Ninety pounds of known Weights and Blind weights ready manufactured and constructed which were used in the construction of.

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the Hotel Building as aforesaid amounting to the sum of Three Hundred and Seventy six Dollars and Fifty five cents

And your petitioner further shows unto your Honor that all of said Rosettes and Window weights and Blind weights were furnished in pursuance of said contract by the Twenty seventh day of October A.D. 1884 and the contract and agreement of your petitioner entirely fulfilled and finished and your petitioner avers that according to the terms of the said contract and agreement between your petitioner and the said John K Brewster the said John K Brewster was to pay and promised and agreed to pay to your petitioner when his contract should be so entirely fulfilled and finished as aforesaid the entire sum to which the Rosettes and Window weights and Blind weights so furnished as aforesaid might amount according to the terms of said agreement by and between said John K Brewster and your petitioner to wit the sum of Four Hundred and Twenty Eight Dollars and Fifty five cents which said sum of money became due and owing from the said John K Brewster ~~from~~ your Petitioner for furnishing the material for and constructing and manufacturing and furnishing the said Rosettes and window weights and Blind weights for the purpose of constructing the said Hotel building erected and built on the lots and land above described on the said Twenty seventh day of October A.D. 1884 pursuant to the terms of the said agreement between your petitioner and the said John K Brewster which said sum of Four Hundred and Twenty Eight Dollars and

Fifty five cents still

Sefas five cents still remains due and unpaid and owing from the said John K Brewster to the said Sash & Door Co for the material for and constructing and manufacturing and furnishing the said Rosettes and Window weights and Blind weights used in constructing the Hotel Building built and Erected on the Lots and lands hereinbefore described

And your petitioner further shows unto your Honor that upon Examination of the records in the office of the Clerk of the Circuit Court in and for said County of Stephens your petitioner finds that for the purpose to the records of said deed of Trust made and executed by the said John K Brewster and Emily L Brewster his wife to Joseph B Smith Trustee which said deed bears date the twenty second day of March A.D. 1886 and is Recorded in Book 10 of Mortgages page 219 which said deed purports to convey to the said Joseph B Smith the following described real Estate to wit all those parts of Lots Five and Six in Block Eighty six in the Town of Freeport aforesaid which lie East and by of a line drawn through the Centre of said Lots Five and Six parallel with Mechanic Street in said Town also Lots Three Four and Five in Block Eighty One in said Town which said deed of trust was made and executed to secure the payment of a certain promissory Note signed by said John K Brewster bearing date the twenty second day of March A.D. 1886 which said Note was made payable to James Mitchell Esq Eight months after the date thereof said Note being for the sum of Five Thousand Dollars with interest at Ten per cent per annum from petitioner

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is informed and believes that the said of James Mitchell to the said Note was given was at the time said Note was executed endorsed of James Mitchell Holden Putnam and Alexander Neely. Your Petitioner further shows unto your Honor that there also appears upon the record in the Office of the Clerk of the Circuit Court in and for said County which purports to be the record of a Deed of Trust made and executed by the said John K Brewster and Emily L Brewster his wife to Homer A Hebbard Trustee which said Deed bears date the 5th day of July A.D. 1866 and is recorded in Book K of Mortgages page 114 by which said Deed the said John K Brewster and Emily L Brewster his wife convey & the said Homer A Hebbard the following described real Estate situated in said County of Stephenson to wit Lots Nine and Six in Block Fifty six in the Town of Freeport Said deed of Trust was made and executed to secure the payment of three certain promissory Notes for the sum of Five Thousand Dollars Each all of which Notes bear date the Twenty third day of June A.D. 1866 and are payable & the order of John A Clark. The first of said Notes is payable on the first day of August A.D. 1866 with interest from the first day of August A.D. 1866 The second of said Notes is payable on the first day of September A.D. 1866 with interest from the first day of September A.D. 1866 The third of said Notes is payable on the first day of October A.D. 1866 with interest from the first day of October A.D. 1866 The interest on all of said Notes being at the rate of Ten per cent per annum

payable semiannually with current rates of Exchange
in New York. Your petitioner further shows unto your
Honor that the three promissory Notes last above mentioned
to secure the payment of which said Trust Deed was made
and Executed by Homer D. Hubbard as above set forth &
were Each and all signed by the following named persons
as joint makers to wit John K Brewster. Chancellor
Prentice. James Mitchell. Henry Shotwell. Henry H.
Penniman. John Black. John A. Taylor. Jared Sheetz
Thompson Coleman. John Coates. Hiram Bright. John
Koebel. Gilbert McClay Jr. Francis Foley. Asahel St
Rice Abraham Greene. Thomas Coleman. John R Beverly
Williams McRuckley. John S Emmerich. Holden Putnam
Silas A Clark. John Wade. Jesse B Snyder Tobias Engel
Alexander Kunh. Charles Roenstiel. Hollis Jewell
Francis A Köller James B Childs. Geo Purinton
Thomas J Turner. Matthias Kellinger. Oscar Taylor
Ebenezer Hyre. Jno Regaid Francis H S Bramley
and Russell Babcock

. Your petitioner further shows unto your Honor that on
the Fourth day of November AD 1854 the said John K
Brewster conveyed by a certain Deed of assignment
to John A Clark and Daniel S Brewster the pieces and
parcels of land with the appurtenances thereunto belonging
first above described on which has been Erected and
built the Brewster House as hereinbefore set forth by
which last named Deed of assignment the said John
K Brewster conveyed to said John A Clark and Daniel
S Brewster said real estate in trust for certain purposes

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mentioned in said Deed of assignment. And your Petitioner
has before said & said John K Brewster and Emily L Brewster
his wife made and executed to said John C Clark and
Daniel S Brewster a Deed of Conveyance commonly called
a Quit claim Deed by which said last mentioned
Deed of Conveyance the said John K Brewster and
Emily L Brewster his wife Quit claimed all their right
title and interest of them the said John K Brewster and
Emily L Brewster his wife to the said John C Clark and
Daniel S Brewster their heirs and assigns of said to
all the lots and parcels of land such hereinabove
described on which the said Brewster House is built

Your petitioner prays that the said John K Brewster
Joseph B Smith James Mitchell Holden Putnam
Alexander Neely Homer D Hubbard John C Clark
and Daniel S Brewster may be made parties defendants
to this your petitioners suit and that your petitioner
may have a full entire and perfect lien upon the
lots and parcel of land first above described upon which
has been erected and built the Brewster House as hereinbefore
set forth and also upon said Brewster House and the
appurtenances thereunto belonging to the liquidation
and satisfaction of your petitioners aforesaid claim
and demand for furnishing the materials for and for
constructing and manufacturing and furnishing the
said Rosettes. and known Heights and Blind Heights
used for the construction of the said Hotel Building as
hereinbefore set forth and that your petitioner may

have a special Execution issued for the sale of the building and premises for the above recited Decree and that your petitioner may have such other and further relief as the nature of the case shall require and as shall be agreeable to Equity. May it please your Honor to grant unto your petitioner a Writ of Summons issuing out of and under the seal of this Honorable Court directed to the said John K Brewster Joseph B Smith James Mitchell Holden Putnam Homer B Hibbard John A Clark and Daniel S Brewster of said County of Stephenson and Alexander Reely of the County of Bond in the State of Illinois Commanding them and Each of them by a certain day and under a certain penalty to be therein inserted to be and appear before your Honor on then and there to answer the premises and to stand to and abide such order and decree herein as to your Honor shall seem meet

Jerome B Hazen
By Smith & D Attys
his Attorneys

Filed November 14th A.D. 1857
S. M. Guiteau, Clk

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State of Illinois
Stephenson County ss  In the Circuit Court of said County
of the December Term A.D. 1856

John K. Brewster, Joseph B. Smith
James Bucknell, Holden Putnam
Alexander Reely, Homer R. Kibbard
John M. Clark and Daniel J. Brewster  Petition for
Mech. Liens
and
Jerome B. Hazen

The separate answer of John K. Brewster one of the Defendants in the above Entitled cause to the petition of Jerome B. Hazen the Petitioner herein who petitions for a Mechanic's Liens

And the said John K. Brewster answering says that he has heard read the petition of the said Jerome B. Hazen filed in this cause and that it is true that on the 2nd day of December A.D. 1856 or thereabouts the said Petitioner and this respondent did enter into and make a verbal contract in manner and form as in said petition set forth and states and this respondent further admits it to be true and states the facts so to be that said petitioner in pursuance of the terms of said contract in said petition is set forth did sometime in the month of December A.D. 1856 at the City of Freeport commence the fulfilment of his said contract by furnishing the materials for and beginning the manufacture of the Rosettes and Blinds weights and Window sheaths mentioned in said petition and which were used in the construction of the Hotel Building mentioned in said petition Except

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in the lots and lands in said petition recorded which said lots and lands this respondent on the fifth day of March A.D. 1857 owned in fee simple. And this respondent further answering says that the said petitioner in pursuance of his said contract with this respondent continued on the execution and fulfilment of his said contract until or about the twenty seventh day of October A.D. 1857 at which said last date said petitioner had finished fulfilled and completed his said contract And this respondent further admits that in consideration of the fulfillment of said contract by said petitioner this respondent became indebted to the said petitioner in the sum of One Hundred and Twenty Eight Dollars and fifty five cents as stated in said petition and that there now remains due of said last named sum the sum of One Hundred and Twenty Eight Dollars and Eighty two cents which last sum still remains due and unpaid

John K Brewster

State of Illinois
Stephenson County ss } John K Brewster on oath doth depose and say that he has read the above and foregoing answer and that the same and the matters therein contained are true Except so far and to so much as the said answer is stated to be upon his information and belief and as to such matters he believes them to be true

Subscribed and Sworn to before me this 29 day of December 1857

John A Clark Deputy Public
Steph. County Ill. 1858 & 3rd Circuit Clerk

in the lots and lands in said petition recorded which said lots and lands this respondent on the fifth day of March A.D. 1857 owned in fee simple. And this respondent further answering says that the said petitioner in pursuance of his said contract with this respondent continued on the execution and fulfilment of his said contract until or about the twenty seventh day of October A.D. 1857 at which said last date said petitioner had finished fulfilled and completed his said contract And this respondent further admits that in consideration of the fulfillment of said contract by said petitioner this respondent became indebted to the said petitioner in the sum of One Hundred and Twenty Eight Dollars and fifty five cents as stated in said petition and that there now remains due of said last named sum the sum of One Hundred and Twenty Eight Dollars and Eighty two cents which last sum still remains due and unpaid

John K Brewster

State of Illinois
Stephenson County ss } John K Brewster on oath doth depose and say that he has read the above and foregoing answer and that the same and the matters therein contained are true Except so far and to so much as the said answer is stated to be upon his information and belief and as to such matters he believes them to be true

Subscribed and Sworn to before me this 29 day of December 1857

John A Clark Deputy Public
Steph. County Ill. 1858 & 3rd Circuit Clerk

State of Illinois
Settlement County } In the Circuit Court of said
County of the December Term
1854

James B Kazen
Vs
John K Brewster Joseph B Smith
James Mitchell Nelson Putnam
Alexander Beely, Homer A Hubbard
John A Clark & Daniel S Brewster

Petition for
Mechanics Lien

The replication of James B Kazen Complainant to the answers of Homer A Hubbard and Joseph B Smith Defendants

This replicant saving and reserving to himself now and at all times hereafter all and all manner of benefit and advantage of exception which may be had or taken to the manifold insufficiencies of the said answers for replication thereunto says that he will aver maintain and prove his Bill of Complaint to be true certain and sufficient in the Law to be answered unto and that the said answers of the said Defendants are uncertain untrue and insufficient to be replied unto by this replicant wherefore this replicant denying all and all manner of unity whatsoever in the said answer contained material or effectual in the law to be replied unto and not herein and hereby well and sufficiently replied unto confessed and avoided traversed or denied is true all which matters and

56 things this re-hearing is and will be ready to answer maintain and prove as this Honorable Court shall direct and your Orator humbly prays as in and by his said Bill he has already prayed

Smith & Atkins
Sol'rs for Compl't.

Filed Jan 5. 1858.
L. W. Gunteau Clerk

James B Hazen
vs
John K Brewster Esq
& Dr Atkins

Petition for Weeks Lien

By the agreement of Counsel for the said petitioner and Jason Marsh Esquire of Counsel for Joseph B Smith & Homer D Hebbard Holden Putnam James Butchell John M Shaffer & Louis D Russell Defendants in this cause and Thomas J Tanner Esquire of Counsel for Hempstead Wheeler and others made parties Defendants on their petition to this Court in this cause which said agreement was made and Entered into in open Court prior to the trial of the issues made by the said parties It is Ordered by the Court that the several answers of the said Defendants filed in the cause wherein Day Thomas is Complainant and John K Brewster Joseph B Smith & Homer D Hebbard James Butchell Holden Putnam Alexander Neely John M Clark & Daniel J Brewster and Defendants be and the same is taken for an answer in this cause and that the replication filed by the said Day Thomas in the said cause wherein he the said Day Thomas is Complainant has aforesaid be taken and accepted as a replication in this cause

Entered January 18 1858

James B Hazen
vs
John K Brewster Esq

Petition for Weeks Lien

On Motion of the said petitioner by his Attorney It is Ordered by the Court that he have leave to amend his petition so as to make parties to this suit Isaac A Hand George O Kinney, Samuel K Powers John B Hutchinson Charles

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State of Illinois } In the Circuit Court of said
Stephenson County } ss County of the April Term 1858
James B Hagen }
vs }
John K Brewster Etal } Amendments to the petitions
filed in this cause made pursuant to the order of said
Court at the December Term thereof A.D 1857

after the words "Such" in the Tenth line of the
Eleventh page from the bottom of said page and
petitions read as follows to wit. And your petitioner
further showeth unto your Honor that there appears
among the records of this Court in the Office of the
Clerk of this Court a record of two Judgments One of
which said Judgments was rendered at the September
Term of this Court on the Twenty fifth day of September
A.D 1857 in favor of Isabey & Howe. George O Howe. Samuel
K Payson. John A Hutchinson Charles H Dalton
and Joseph Mendell & against the said John K Brewster
and John W Shaffer and Louis L Burrell for the
sum of Twenty seven Hundred and ~~two~~ Dollars and
thirteen cents damages And the other of the said
Judgments was rendered in favor of the last above named
Plaintiffs against the said John K Brewster at the said
September Term of this Court on the 15 day of September
A.D 1857 for the sum of Five Hundred and Seventeen Dollars
and Eighty Eight cents damages. And your petitioner
further showeth unto your Honor that the said Judgments
were rendered as aforesaid long after the liens of your
petitioner had attached to the lands in your petitioners

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original petition described. And your petitioner further
showeth unto your Honor that the said Judgments have
been nearly all paid and satisfied and your petitioner
prays that the said above named Plaintiffs in the said
Judgments above named may be made Defendants
hereto and your petitioner further prays that your
Honor will decree and order that your petitioners
lien shall attach to the said land and the Brewster
House erected thereon as a prior lien and is preferred
to the lien of the said Plaintiffs in the said Judgments
above described and that your petitioners claim and
demand as set forth in your petitioners original petition
in this suit shall be Entirely paid and satisfied
by the sale of the said land and Brewster House or
otherwise as to your Honor shall seem Equitable and
just before the said Plaintiffs in the said Judgments
above named shall have any of the proceeds of any
sale or other disposition of said land and Brewster
House

Smith & Stiles

James B Kayne

vs

John M Bernier Etal

Petition for Mech Lien

and the said Defendants

James Batchell & John M Shaffer and Louis D Burrel

Chancellen Dowling Abraham Greene Thomas Heleston

and others securities on the Bater from John M Bernier to

John M Clark Except to all and every of the findings

Orders and Decree forms made and decreed by the Court

in the above entitled cause and pray that this their

exceptions be signed and sealed by the Court and this

done

Benj R Shelton Seal

Filed Jan 24 1859

L M Guiteau Clk

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that in consideration of the agreement of your petitioners aforesaid to and with the said John K Brenter he the said John K Brenter covenanted agreed and promised to and with your petitioners to pay to your petitioners for all the pressed brick or brick to be used as from brick in the erection and completion of said building on said lots and lands above described the sum of Nine Dollars for each and every thousand of brick that should be used in the erection and completion of said building the said brick so used as aforesaid whereby the said agreement of your petitioners and the said John K Brenter to be owned and measured on the wall of said building when they should be laid above the same. And the said John K Brenter for the consideration aforesaid did further agree to and with your petitioners that for all other brick that your petitioners should furnish for the erection building completing and finishing said building to the built erected finished and completed on said above described land that he would pay to your petitioners the sum of Six Dollars and fifty cents for each and every thousand of brick that your petitioners should furnish for the erection building completing and finishing the said building aforesaid And your petitioners further shew unto your Honor that in pursuance of the terms of the said agreement your petitioners did immediately after the making of said agreement commence making large quantities of brick for the purpose of delivering the same to the said John K Brenter in fulfilment of his said agreement with the said John K Brenter And your petitioners further shew to unto your Honor that since until further pursuance of his said contract with the said John K Brenter he did on or about the first day of July A.D. 1856 at the City

of Beechorn in said County Commenced the delivering to said John M
Brewster of the brick by your petitioners as aforesaid agreed to be
delivered by your petitioners on the lots and land aforesaid for the
erection building completing and finishing of the building aforesaid
and your petitioners continued from the date last aforesaid to
deliver said brick on said lots and land as the same brick were
needed for said building until the fifteenth day of September
AD 1857 at which last named day the said building was completed
and finished so far as that all the brick necessary for its construction
and completion had been furnished by your petitioners and the same
had all been laid up in the walls and other parts of said building
on the fifteenth day of October AD 1857 during all the time which
said brick was being delivered as aforesaid he the said John M Brewster
was the owner in fee of all the lots and land herein before described
And your petitioners further show unto your Honor that your
petitioner furnished and delivered on said lots and land Seventy
thousand of pressed front brick on the order of his said
agreement all of which said last named brick by your petitioner
show unto your Honor and avers the fact to be true laid up in
the walls of said building erected and built on the said lots and
land above described in the City of Beechorn the County and State
aforesaid and which said building is known and described as the
Brewster House And your petitioners further show unto your
Honor that the said Seventy thousand brick at last named
were delivered as aforesaid by your petitioners at the rate of Nine
Dollars for each and every thousand as aforesaid agreed to be paid
by your petitioner by the said John M Brewster and that the amount
of the sum of Six Hundred and Thirty Dollars. And your petitioners
further show unto your Honor that in pursuance of the

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terms of his aforesaid agreement on the said John K. Brewster
had on the said fifteenth day of September A.D. 1854 delivered
near lots and land Two Hundred and Sixteen thousand
brick at the rate of Two Dollars and fifty cents per thousand
and that all of said last named brick were laid in the walls and
other parts of the said Brewster House on the said lots and land
above recited and that the said last named brick amounted
to the sum of Three thousand Seven Hundred Twenty six
Dollars and Eighty cents and your petitioner further shews
unto your Honor that there is now due to your petitioner
from the said John K. Brewster for the brick delivered by your
petitioner and laid out in said Brewster House on said lots and
land as the sum of Four thousand Three Hundred & forty six Dollars
and Eighty cents And your petitioner further shews unto
your Honor that he furnished at the Special request of the said
John K. Brewster Eight loads of sand. said sand was worth One Dollar
per load and that the said Eight loads of sand was used in and about
the erection and completion of the said Brewster House as
material for building finishing and erecting the same said sand
was delivered in the summer of the year A.D. 1854 And your petitioner
has received in part payment of the sums so as aforesaid due
him for the brick and sand so as aforesaid furnished the sum
of Eight Hundred Seventeen Dollars and Three cents from which
sum the said John K. Brewster is entitled to credit leaving a
balance due to your petitioner for the said brick and sand furnished
as aforesaid delivered as aforesaid of the sum of Two thousand
five hundred forty seven Dollars and seventy cents which
said sum last named became due and was payable to your petitioner

on the said 15th day of December A.D. 1857 and is still due and owing from the said John K. Bement to your petitioner and your petitioner further shows that a true & faithful copy of the Records in the Recorders Office in said County your petitioner finds what purports to be a deed of Trust made and executed by the said John K. Bement and Emily L. Bement his wife to Isaac R. Smith Trustee which said deed bears date the twenty second day of March A.D. 1856 and is recorded in Book "D" of Mortgages Trust Deeds and Conveyances on page 67 of the said Records the following described real estate and all those parts of lots five and six in Block fifty six in the Town of Freeport which lie North easterly of a line drawn through the centre of said lots five and six parallel with Mechanic Street and Town also lots three four five in Block fifty one in said Town which said deed of trust was made and executed to secure the payment of certain promissory note signed by said John K. Bement bearing date the twenty second day of March A.D. 1856 which said note is made payable to James Mitchell & Company Eight months after the date thereof said note being for the sum of One Thousand dollars with interest at Ten per cent per annum and your petitioner is informed and believes that the firm of James Mitchell & Company to whom said note was given was at the time said note was executed composed of James Mitchell Malden Putnam & Alexander Reely. Your petitioner further shows to the Court & upon oath that there also appears upon the records in the Recorders office aforesaid what purports to be the record of a deed of trust made and executed by the said John K. Bement and Emily L. Bement his wife to Almon Whitford Trustee which said deed bears date the fifth day of July A.D. 1856 and is recorded in Book "C" of Mortgages

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page 114 which said deed conveyed to the said Homer D. Hubbard the following described real estate with Lots five and six on Block No Eighty six on the Town of Rochester and deed of Trust was made and executed to secure the payment of three certain promissory Notes for the sum of Five Thousand Dollars each all of which Notes bear date June 22 1856 and are payable to the order of John C Clark The first of said Notes is payable on the first day of August A.D. 1860 with interest from the first day of August A.D. 1856 The second of said Notes is payable on the first day of September A.D. 1861 with interest from the first day of September A.D. 1856 The third of said Notes is payable on the first day of October A.D. 1862 with interest from the first day of October A.D. 1856 The interest on all of said Notes being at the rate of seven per cent per annum payable semi annually at the current rates of Exchange on New York City And whereas it is further shewn to this Court by the said Complainant that the promissory notes last above mentioned to secure the payment of the said Trust deed was made and executed to Homer D. Hubbard as above set forth were endorsed and assigned as follows viz Reuben Kelsey the following named persons to wit John B. Burnham Chancellor Keating, James Buckell Henry Smith Henry Penniman John Black, John O Taylor Daniel Sheetz Thomas Thleron John Coates Reuben Pugh John Koebel Talbert D. Clayton Francis Foley Asahel D. Rice Abraham Fleeter, Isaac Santemane Thomas Calman John D. Kelly Williams D. Buckley, John J. Emmerch Holden Putnam Silas D. Clark John Trad Isaac D. Snyder Tobias Engle Alexander Klunk Charles Boenstel Hollis Sewell Frederick D. Köller James D. Child George Pannton Thomas Jones Matthias Hellinger Oscar Taylor Ebenezer D. Hyde Jacob Reins

Francis W. Pawley Ruth Pulaski Pulaski Co. Your petitioner further shows to unto your Honor that on the first day of November A.D. 1857 the said John K. Brewster conveyed by certain deed of assignment to John A. Clark and Daniel J. Brewster the pieces and parcels of land with the appurtenances thereunto belonging such above described on which has been erected and built the Brewster House as hereinbefore set forth which said last named deed of assignment conveyed to said John A. Clark and Daniel J. Brewster said real estate in trust for certain purposes mentioned in said deed of assignment and on the day last aforesaid said John K. Brewster and Emily L. Brewster his wife made and executed to said John A. Clark and Daniel J. Brewster a deed of conveyance commonly called a quit claim deed by which said last mentioned deed of conveyance the said John K. Brewster and Emily L. Brewster did release and quit claim all the right title and interest of them the said John K. Brewster and Emily L. Brewster his wife to the said John A. Clark and Daniel J. Brewster their heirs and assigns of and to all the lots and parcel of land such herein above described on which the said Brewster House is built Your petitioner prays that the said John K. Brewster Fred'k P. Smith James Dutchell Holden Putnam Alexander Keely Homer D. Hubbard John A. Clark Daniel J. Brewster may be made parties Defendant to this your petitioners suit and that your petitioner may have a full entire and perfect lien on the lots and parcel of land such above described on which has been erected and built the Brewster House as hereinbefore set forth and also said Brewster House and the appurtenances thereunto belonging to the judgment and satisfaction of your petitioners aforesaid claim and demand for the furnishing of the brick and sand for the Brewster House as aforesaid And that your petitioner may

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which said each day the said Kellumer has failed & fulfilled and completed his said contract and the said defendant further answering admits that in consideration of the fulfillment of said contract this defendant became indebted to the said Kellumer in the sum of One Thousand Eight Hundred & Eighty two dollars and 2 cents which sum now remains due unpaid on said contract

John M Brenzler

State of Illinois
Stephenson County ss } John M Brenzler being first duly sworn deposes says that the foregoing answer & the matters & things therein contained are true

Subscribed & Sworn to this 17th day of December A.D. 1857 before me
H A Hebbard Notary Public

John M Brenzler

State of Illinois
Stephenson County ss } John M Brenzler being duly sworn on oath says that the foregoing amended answer by him subscribed is true in substance and fact

Subscribed & Sworn to this 28th day of December 1857 before me
H A Hebbard Notary Public

John M Brenzler

Filed Dec 21. 1857
L H Emerson Clk

Thomas [illegible] Kellumer for Breach & Lien

Thomas Callman
vs
John K Bremer Etal

Petition for Dec's Lien

By the agreement of Martin P Sweet Esquire of Counsel for the said petitioner and Orrin Mark Esquire of Counsel for Joseph B Smith & Homer D Hebbard Holden Putnam James Bucknell John M Shaffer Louis D Burrell Defendants in this cause and Thomas J Turner Esqr of Counsel for Thompson Alexander and others made parties Defendants to their petition to this Court in this cause which said agreement was made and entered into in open Court prior to the trial of the issues made by the said parties It is Ordered by the Court that the several answers of the said Defendants filed in the cause wherein Jay Thomas is Complainant and John K Bremer Joseph B Smith & Homer D Hebbard James Bucknell Holden Putnam & Alexander Reely, John K Bremer & Daniel J Bremer are Defendants be and the same is hereby for an answer in this cause and that the replication filed by the said Jay Thomas in the said cause wherein he the said Jay Thomas is Complainant has as aforesaid been hereby accepted as a replication in this cause

Entered January 18 1858

Thomas Callman
vs
John K Bremer Etal

Petition for Dec's Lien

On Motion of the said Petitioner by his Attorney It is Ordered by the Court that he have leave to amend his petition so as to make parties to this cause Homer George O Noney Samuel K Parsons John B Hutchinson & Charles K Dacton & Jno J Russell & also any other parties

Thomas Callman's
vs
John K Brenner Etal

In the Eleventh Court of the County of Stephenson in the State of Illinois of the April Term A.D. 1858

Amendments to the petitioner this cause made pursuant to the Order of said Court at the December Term thereof A.D. 1857 after the word "Circuit" in the thirteenth line from the beginning of the thirteenth page in the petition filed in this cause read as follows to wit And your petitioner further shows unto your Honor that there appears among the records of this Court in the office of the Clerk of this Court a record of two Judgments one of which said Judgments was rendered at the September Term of this Court on the twenty fifth day of September A.D. 1857 in favor of Daby C Howe George A Honey, Samuel K Paxson, John B Hutchinson & Charles H Callman and one of Kendall against the said John K Brenner John M Shaffer and Lewis G Burnell for the sum of Twenty seven Hundred and two Dollars and thirteen cents damages and the other of the said Judgments was rendered in favor of the last above named plaintiffs against the said John K Brenner at the said September Term of this Court on the fifteenth day of September A.D. 1857 for the sum of Five Hundred seventeen dollars and Eighty Eight cents damages And your petitioner further shows unto your honor that the said Judgments were rendered as aforesaid long after the lien of your petitioners had attached to the land in your petitioners original petition described and your petitioner further shows unto your Honor that the said Judgments have been nearly all paid and satisfied and your petitioner prays that the said above named plaintiffs in the said Judgments above named may be made parties Defendants hereto and your petitioner further prays that your Honor will decree and order that your petitioners lien shall attach to the said land and the Premises

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Associated herewas a lien herand in preference to the lien of the said plaintiffs in the said Judgments above recited and that your petitioner claim and demand as set forth in your petitioners original Petition on this cause shall be entirely paid and satisfied by the sale of the said lands and Premises Hence to your Honor shall seem Equitable and just before the said plaintiffs in the said Judgments and named shall have any of the proceeds of any sale or other disposition of said land and Premises

Smeet & Hobbs
Solicitors for petitioner

Filed Jan 25. 1858
L W Guiteau Clk.

Thomas Coltman
&
John K Brewster Et al } Defendants James Buckett
& John W Shaffer and Lewis H Burrell Chancellor Bratton Stinham
Queen Thompson Alexander and others securities on the Bates from
John K Brewster to John S Clark & Execution to all and every of
the findings Decrees and Decretal formed made and decreed by the
Court in the above entitled cause and pray that this their
Exception be signed and sealed by the Court and ordered
Benj R Sheets Seal

Filed Jan 24 1859
L W Guiteau Clk

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State of Illinois
Stephenson County } ss

In the Circuit Court of Stephenson
County of the December Term
A.D. 1854

To the Honorable Benjamin R. Shelton Presiding Judge of the Four-
-teenth Judicial Circuit in the State of Illinois.

The petition of Thomas Coleman of said County respectfully
showeth unto your Honor that your petitioner Thomas Coleman did
on the first day of June A.D. 1853 enter into and make a contract with
John K. Brewster of said County and State whereby the said John K.
Brewster became seized in fee of the lands hereinafter described by which said contract your
petitioner contracted and agreed to and with the said John K. Brewster
that your petitioner would furnish and deliver all the brick necessary
to be used in and about the erection and completion of a certain
Hotel building which he the said John K. Brewster then proposed to
build at such time and place as to him the said John K. Brewster should
seem proper and upon lots Number Four and Six in
Block Fifty six in the original town of Freeport now City of Freeport
and also on all that part of Lot Number Seven in said Block
in said original town (now City) described as follows Commencing
at the Northwesterly corner of said Lot Number Six and running
thence Southwesterly on the line between said Lots Number Six
and Seven in said Block Fifty six Thirty five feet thence North-
-wardly on a line parallel with Range Street Twenty feet thence
Northwardly on a line parallel with Mechanic Street Thirty five
feet to Range Street thence Eastwardly along Range Street to
the place of beginning for a more full and perfect description of
all of said land reference may be had to the Plat of said Town of Freeport
(now City of Freeport) recorded in the Office of the Recorder of said County
of Stephenson on which said lots of land are situated in said County of
Stephenson And your petitioner further showeth unto your Honor

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that in consideration of the agreement of your petitioner as aforesaid to and with the said John K Brewster he the said John K Brewster contracted agreed and promised to and with your petitioner to pay to your petitioner for all the pressed brick or brick to be used as from brick in the erection and completion of said building on said lots and lands above described the sum of Nine Dollars for each and every thousand of brick that should be used in the erection and completion of said building the said brick so used as aforesaid hereby the said agreement of your petitioner and the said John K Brewster to be counted and measured on the wall of said building when they should be laid and not the same. And the said John K Brewster for the consideration aforesaid did further agree to and with your petitioner that for all other brick that your petitioner should furnish for the erection building completing and finishing said building to be built erected finished and completed on said above described land that he would pay to your petitioner the sum of Six Dollars and fifty cents for each and every thousand of brick that your petitioner should furnish for the erection building completing and finishing the said building aforesaid And your petitioner further shows unto your Honor that in pursuance of the terms of the said agreement your petitioner did immediately after the making of said agreement commence making large quantities of brick for the purpose of delivering the same to the said John K Brewster in fulfilment of his said agreement with the said John K Brewster And your petitioner further shows unto your Honor that since and further pursuance of his said contract with the said John K Brewster he did on or about the first day of July A D 1856 at the City

of Freehorn in said County commenced the delivering to said John K
Brewster of the brick by your petitioners as aforesaid agreed to be
delivered by your petitioners on the lots and land aforesaid for the
erection building completing and finishing of the building aforesaid
and your petitioners continued from the date last aforesaid to
deliver said brick on said lots and land as the same brick were
needed for said building until the fifteenth day of September
AD 1857 at which the last named day the said building was completed
and finished so far as that all the brick necessary for its construction
and completion had been furnished by your petitioners and the same
had all been laid upon the walls and other parts of said building
on the fifteenth day of October AD 1857 during all the time which
said brick was being delivered as aforesaid he the said John K Brewster
was the owner in fee of all the lots and land herein before described
And your petitioners further show unto your Honor that your
petitioners furnished and delivered on said lots and land seventy
thousand of pressed front brick in pursuance of his said
agreement all of which said last named brick your petitioners
show unto your Honor and avers the truth to be were laid up in
the walls of said building needed and built on the said lots and
land above described in the City of Freehorn the County and State
aforesaid and which said building is known and described as the
Brewsters House And your petitioners further show unto your
Honor that the said seventy thousand brick last above named
were delivered as aforesaid by your petitioners at the rate of Nine
Dollars for each and every thousand as aforesaid agreed to be paid
by your petitioners by the said John K Brewster and that the amount
of the sum of Six Hundred and Thirty Dollars. And your petitioners
further show unto your Honor that in pursuance of the

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terms of his aforesaid agreement with the said John K. Brewster
has on the said fifteenth day of September A.D. 1854 delivered
near all lots and land One Hundred and Sixteen thousand
brick at the rate of One Dollar and fifty cents per thousand
and that all of said last named brick were laid in the walls and
other parts of the said Brewster House on the said lots and land
above recited and that the said last named brick amounted
to the sum of Three thousand Seven Hundred Twenty six
Dollars and Eighty cents and your petitioner further shows
unto your Honor that there is now due to your petitioner
from the said John K. Brewster for the brick delivered by your
petitioner and laid in said Brewster House on said lots and
land as the sum of Four thousand Three Hundred & fifty six Dollars
and Eighty cents And your petitioner further shows unto
your Honor that he furnished at the Special request of the said
John K. Brewster Eight loads of sand. said sand was worth One Dollar
per load and that the said Eight loads of sand was needed in and about
the erection and completion of the said Brewster House as
material for building finishing and erecting the same said sand
was delivered in the summer of the year A.D. 1854 And your petitioner
has received no part payment of the sums so as aforesaid due
him for the brick and sand so as aforesaid furnished the sum
of Eight Hundred Seventeen Dollars and Two cents) from which
sum the said John K. Brewster is entitled to a credit leaving a
balance due to your petitioner for the said brick and sand
which so delivered as aforesaid of the sum of Two thousand
five hundred forty seven Dollars and seventy (one cents) which
said sum last named became due and was payable to your petitioner

on the said 15th day of September A.D. 1857 and is still due and owing from the said John M. Bernard to your petitioner and your petitioner further shows that on examining of the Records in the Recorders Office in said County your petitioners finds what purports to be a deed of Trust made and executed by the said John M. Bernard and Emily L. Bernard his wife to Isaac H. Smith Trustee which said deed bears date the twenty second day of March A.D. 1856 and is recorded in Book "D" of Mortgages, at page Two hundred and seventeen which said deed conveys to the said Isaac H. Smith the following described real estate, to wit all those parts of lots five and six in Block fifty six in the Town of Fredericksburg which lie to the westerly of a line drawn through the centre of said lots five and six parallel with Mechanic Street and Town also lots three four five in Block fifty one in said Town which said deed of trust was made and executed to secure the payment of a certain promissory Note signed by said John M. Bernard bearing date the twenty second day of March A.D. 1856 which said Note is made payable to James Mitchell & Company Eight months after the date thereof said Note being for the sum of Four Thousand dollars with interest at Ten per cent per annum from which said deed of trust your petitioner is informed and believes that the firm of James Mitchell & Company to whom said Note was given was at the time said Note was executed composed of James Mitchell Holden Putnam & Alexander Reedy. Your petitioner further shows to the court upon that which said deed of trust purports to be the record of said deed of trust made and executed by the said John M. Bernard and Emily L. Bernard his wife to secure the debt in said Trust which said deed bears date the first day of July A.D. 1857 and is recorded in Book "C" of Mortgages

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page 117 which said deed conveys to the said Homer D. Hubbard the following described real estate to wit Lots five and six on Block No Fifty six on the Town of Beecher and deed of Trust was made and executed to secure the payment of three certain promissory Notes for the sum of Five Thousand Dollars each all of which Notes bear date June 22 1856 and are payable to the order of John A Clark The first of said Notes is payable on the first day of August A.D. 1860 with interest from the first day of August A.D. 1856 The second of said Notes is payable on the first day of September A.D. 1861 with interest from the first day of September A.D. 1856 The third of said Notes is payable on the first day of October A.D. 1862 with interest from the first day of October A.D. 1856 The interest on all of said Notes being at the rate of seven per cent per annum payable semi annually at the current rates of Exchange on New York And petitioners further show unto your Honor that the promissory notes last above mentioned to secure the payment of the said Trust deed was made and executed to Homer D. Hubbard as above set forth were each and all signed as follows Beverley the following named persons to wit John M Burnett Chancellor Manting. James Bucktell Henry Smith Henry Penniman John Black. John O Kayser Jared Sheetz Thurlow Weed John Coates Abram Keyser John Koebel Calvin Delano Francis Farley Asahel H Reed Abraham Pleuene. Isaac Brinemare Thomas Coleman John R Reilly Nelson Dr Buckley. John J Emmerich Holden Putnam Silas D Clark John Hand Lewis B Sayre Tobias Engler Alexander Blunk Charles Borenstel Hollis Small Frederick Köller James A Clark George Pannton Thomas Farmer Matthias Nellinger Oscar Taylor Ebenezer K Hyde Jacob Reiner

Francis D. Stanley & Joseph Bumbaker Jun. Petitioner further shewth unto your Honor that on the fourth day of November A.D. 1854 the said John K. Brewster conveyed by a certain Deed of Assignment to John A. Clark and Daniel S. Brewster the pieces and parcels of land with the appurtenances thereunto belonging such as above described on which has been erected and built the Brewster House as hereinbefore set forth which said last named Deed of Assignment conveyed to said John A. Clark and Daniel S. Brewster said real estate in which for certain purposes mentioned in said Deed of Assignment and on the day last aforesaid said John K. Brewster and Emily L. Brewster his wife made and executed to said John A. Clark & said Daniel S. Brewster a Deed of Conveyance commonly called a Quit Claim Deed by which said last mentioned Deed of Conveyance the said John K. Brewster and Emily L. Brewster his wife granted released all the right title and interest of them the said John K. Brewster and Emily L. Brewster his wife to the said John A. Clark & said Daniel S. Brewster their heirs and assigns of and to all the lots and parcels of land such as above described on which the said Brewster House is built Your Petitioner prays that the said John K. Brewster Fredk. P. Smith & James Dutchell Holden Putnam Alexander Reely Hiram D. Hubbard John A. Clark & Daniel S. Brewster may be made parties Defendant to this your Petitioners suit and that your Petitioner may have a full true and perfect lien upon the lots and parcel of land such as above described on which has been erected and built the Brewster House as hereinbefore set forth and also upon said Brewster House and the appurtenances thereunto belonging for the liquidation and satisfaction of your Petitioners aforesaid claim and demand for the furnishing of the brick and sand for the Brewster House as aforesaid And that your Petitioner may

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have a special Execution awarded for the sale of the building and premises such above described in your petitioners petitions and that your petitioner may have such other and further relief as the nature of this case shall require and shall be agreeable to Equity

May it please your Honor to grant unto your petitioner a writ of Summons issuing out of and under the seal of this Honorable Court directed to the said John M Bernstein Joseph P Smith James Mitchell Holden Putnam Homer D Hebbard John A Blackwood Daniel J Bernstein and Emily Stephenson and Alexander Reely of the County of Bureau and State of Illinois Commanding them and each of them by a certain day and under a certain penalty to be therein inserted to be and appear before your Honor and then and there to answer the premises and to stand to and abide such Order and decree herein as shall to your seem meet

Thomas Callman

By Leech his attys

Filed Nov 11. 1857 L H Gutteau Clk

State of Illinois } In the Circuit Court of said County of
Stephenson County } the December Term A.D. 1857

John M. Bernstein Joseph B. Smith
James Butchell Holden Putnam
Alexander Reilly Homer A. Hebard
John A. Clark & Daniel J. Bernstein — Petition for a Mechanics Lien

ads

Thomas Callman

The separate answer of John M. Bernstein one of the Defendants in the above entitled cause to the petition of Thomas Callman the petitioner therein to petitions for a Mechanics Liens

And the said John M. Bernstein answering says that he has heard read the petition of the said Thomas Callman filed in this cause and that it is true that on the first day of June A.D. 1856 the said petitioner and this respondent did enter into and make an agreement in manner and form as is in said petition set forth and state and this respondent further answering admits it to be true and so states the fact to be that the said petitioner in pursuance of the terms of said agreement as in said petition is set forth did on or about the first day of July A.D. 1856 at the City of Freeport in said County commence the delivery to this respondent of the brick as set forth in the said petition for the erection and completing of the said stated building on the said petition mentioned on the lots and land in the said petition described which said lots and land this respondent on the said first day of June A.D. 1856 owned in fee simple and this respondent further answering says that the said petitioner in pursuance of his said agreement with this respondent continued on the execution and fulfillment of his said contract until the 15th day of September A.D. 1857 on

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which said each day the said Petitioner has fulfilled and complied his said contract and the respondent further answering admits that by reason of the fulfillment of said contract his respondent became indebted to the said Petitioner in the sum of One Thousand Eight Hundred & Eighty two dollars and 9 cents which sum now remains due unpaid on said contract

John M Brewster

State of Illinois
Stephenson County ss } John M Brewster being first duly sworn deposes says that the foregoing answer & the matters & things therein contained are true

Subscribed & Sworn to this 17th day of December A.D. 1857 before me
H A Hebbard Notary Public

John M Brewster

State of Illinois
Stephenson County ss } John M Brewster being duly sworn on oath says that the foregoing amended answer by him subscribed is true in substance and fact

Subscribed & Sworn to this 28th day of December 1857 before me
H A Hebbard Notary Public

John M Brewster

Filed Dec 21. 1857
L H Eustace Clk

Thomas Callman
vs
John M Brewster Etal

Petition for Breach Lic

By the agreement of Martin & Smeet Esquire of Counsel for the said petitioner and Green Mann Esquire of Counsel for the Defts B Smith Homer D Hibbard Holden Putnam James Bucknell John M Shaffer Louis D Burrell Defendants in this cause and Thomas J Turner Esqr of Counsel for Thompson Alexander and others made parties Defendants on their petition to this Court in this cause which said agreement was made and entered into in open Court prior to the trial of the issues made by the said parties It is Ordered by the Court that the several answers of the said Defendants filed in the cause wherein Day Thomas is Complainant and John M Brewster Jr Ezekl B Smith Homer D Hibbard James Bucknell Holden Putnam Alexander Reely, John M Clark & Daniel J Brewer are Defendants be and the same is hereby forever annexed in this cause and that the replication filed by the said Day Thomas in the said cause wherein he the said Day Thomas is Complainant has aforesaid be hereby and accepted as a replication in this cause

Entered January 18 1858

Thomas Callman
vs
John M Brewer Etal

Petition for Breach Lic

On Motion of the said Petitioner by his Attorney It is Ordered by the Court that he have leave to amend his petition so as to make parties to it Homer Geyer & Money Samuel K Parsons John B Hutchinson Charles K Dalton & Ira J Bucknell & also any other parties

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who may be discovered as parties in interest on this suit and after are now residents. It is further Ordered that publication of Notice be made to said Defendants in a public newspaper as in Ordinary cases in Chancery

Entered January 18, 1858

Thomas Callman
vs
John K Bremer Etal

In the Circuit Court of the County of Stephenson in the State of Illinois of the April Term A.D. 1858

Amendments to the pellitions in this cause made pursuant to the Order of said Court at the December Term thereof A.D. 1859

After the word "Circuit" in the thirteenth line from the beginning of the thirteenth page in the pelition filed in this cause read as follows to wit And your pellitioner further shows unto your Honor that there appears among the records of this Court in the Office of the Clerk of this Court a record of two Judgments one of which said Judgments was rendered at the September Term of this Court on the twenty fifth day of September A.D. 1857 in favor of Daby Clemens George A Storey, Samuel K Payson, John B Kuhlman, Charles H Callman and Jacob Kennell against the said John K Bremer John M Shaffer and Lewis G Burnell for the sum of Twenty seven hundred and two Dollars and thirteen cents damages And the other of the said Judgments was rendered in favor of the last above named plaintiffs against the said John K Bremer at the said September Term of this Court on the fifteenth day of September A.D. 1857 for the sum of Five Hundred seventeen dollars and Eighty Eight cents damages And your pellitioner further shows unto your honor that the said Judgments were rendered as aforesaid long after the lien of your pellitioner had attached to the lands in your pellitioners original pelition described And your pellitioner further shows unto your Honor that the said Judgments have been nearly all paid and satisfied And your pellitioner says that he said above named plaintiffs in the said Judgments above named may be made parties Defendants hereto And your pellitioner further says that your Honor will decree and order that your pellitioners lien shall attach to the said land and the Premises

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Executed thereon as a lien hereon and in preference to the lien of the said plaintiffs in the said fragments above recited and that your petitioner claim and demand as set forth in your petitioners original Petition in this cause shall be entirely paid and satisfied by the sale of the said lands and premises aforesaid to your Honor shall seem Equitable and just before the said plaintiffs in the said fragments above named shall have any of the proceeds of any sale or other disposition of said land and premises

Sweet & Kibbard

Solicitors for petitioner

Filed Jan 25. 1858

L M Guiteau Clk.

Thomas Coleman

vs

John M Brewster Et al

And the said Defendants James Bucktel & Co John M Shaffer and Lewis H Burnell Chancellor Bratton Graham Queen Thompson Alexander and others securities on the Bates from John M Brewster to John S Clark Except to all and every of the findings Orders and decrees formed made and decreed by the Court in the above entitled cause and pray that this their Exception be signed and sealed by the Court and ordered &c

Benj R Shelome Seal

Filed Jan 24. 1859

L M Guiteau Clk

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State of Illinois } In the Stephenson County Circuit Court
Stephenson County } of the December term A.D. 1884

To the Honorable Benjamin R Shelton presiding Judge of the Four-
teenth Judicial Circuit of the State of Illinois The petition of
Henry H Webb of the County of Stephenson aforesaid respectfully
shoreth unto your Honor that your petitioner on the fifth
day of June A.D. 1865 to enter into and make a contract with John
K Brewster of said County by which said contract your petitioner
contracted and agreed with the said John K Brewster that your petitioner
would superintend and oversee and give his personal attention
to the erection building and finishing of a certain Hotel Building
which he the said John K Brewster then proposed to build complete
and finish on lots Number Five and six on Block Fifty six
in the original town (now City) of Freeport and whereas all that
part of Lot Number Seven in said Block described as follows
Commencing at the Northwesterly corner of Lot Six aforesaid and
running thence Southwardly along the line between said Lots
Six and seven in said Block Thirty five feet thence Westwardly
on a line parallel with the Range Street Twenty feet thence Northwardly
on a line parallel with the Mechanic Street Thirty five feet to Range
Street thence Eastwardly along Range Street to the place of beginning
for a more full description of said Lots and land reference is
made to the Plat of said Town of Freeport (now City of Freeport
recorded in the Office of the Clerk of the Circuit Court in and
for said Stephenson County which said Lots and Parcels of
land are situated in said County of Stephenson And your
petitioner further shoreth unto your Honor that at the time
of making the contract aforesaid the said John K Brewster was the
owner in fee simple of all the above described Lots and lands

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and your petitioner further shows unto your Honor that in pursuance of the agreements of your petitioner as aforesaid to and with the said John K Brewster the the said John K Brewster promised agreed and promised with and to your petitioner to pay to your petitioner for his labor care and diligence in superintending overseeing giving his personal attention to the erection and finishing of said Hotel building to be built and erected on the land lots above described such a sum of money as his services should be reasonably worth And your petitioner further shows unto your Honor that in pursuance of said agreement your petitioner did immediately after the making of said agreement to wit on or about the first day of July A.D. 1856 at the City of Freehart in said County commence laboring for said John K Brewster by superintending overseeing and giving his personal attention to the erecting constructing and finishing of said Hotel then in process of erection upon the lots and land therein before described and your petitioner continued from the date last aforesaid to labor as aforesaid for the said John K Brewster upon said Hotel building in pursuance of the agreement aforesaid until the 9th of the day of November A.D. 1857 at which last named date the said Hotel building was completed and the contract and agreement of your petitioner entirely fulfilled and finished And your petitioner avers that according to the terms of the contract agreement between your petitioner and the said John K Brewster the said John K Brewster was to pay and agreed to pay to your petitioner the entire amount which should be due to your petitioner for his labor care and diligence in superintending overseeing the Erection finishing of said Hotel as aforesaid when his contract and agreement should be fulfilled & completed Your petitioner

Further shows unto your Honor and avers that his services and labors aforesaid upon said Hotel Building erected and finished upon the lots and land above described were reasonably worth the sum of Fifteen Hundred Dollars which said sum of money became due and owing from the said John K Bremer to your petitioner for his services in superintending and overseeing the erection and finishing of said Hotel Building erected and built upon the lots and land above described on the said 1st of the day of November A.D. 1884 pursuant to the terms of the agreement between said John K Bremer and your petitioner which said sum of Fifteen Hundred Dollars still remains due and unpaid and owing from the said John K Bremer to your petitioner for his services in superintending overseeing and giving his personal attention to the erection building and finishing of said Hotel Building built and erected on the lots and land herein before described which said Hotel is known and described as the Bremer House And your petitioner further shows unto your Honor that upon Examination of the records in the Office of the Clerk of the Circuit Court in and for said County of Cheshire your petitioner finds what purports to be the record of a deed and bill made and executed by the said John K Bremer and Emily L Bremer his wife to Frank B Smith Trustee which said deed bears date the twenty second day of March A.D. 1884 and is recorded in Book 1 of Mortgages page 21 by which said deed conveys to the said Frank B Smith the following described real estate to wit All those parts of Lots Three and Six in Block Fifty six in the Town of Cheshire aforesaid which lie Eastwardly of a line drawn through the centre of said Lots Five and Six parallel with Mechanic Street in said Town also Lots Three Four and Five in Block Fifty One in said Town which said deed of Trust was made and executed to

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secure the payment of a certain promissory Note signed by said John
K Brewster bearing date the Twenty second day of March A.D. 1856 which
said Note was made payable to James Mitchell & Co Eight months after
the date thereof said Note being for the sum of Five thousand Dollars
with interest at Ten per cent. per annum your Petitioner is informed
and believes that the firm of James Mitchell & Co to whom said Note
was given was at the time said Note was executed composed of
James Mitchell Holden Putnam and Alexander Keely Your
Petitioner further shows unto your Honor that there is at this
time the records in the Office of the Clerk of the Circuit Court
in and for said County a certain pretended deed of
trust made and executed by the said John K Brewster and
Emily L Brewster his wife to Homer N Hibbard Trustee which
said deed bears date the fifth day of July A.D. 1856 and is recorded in
Book K of Mortgages page 114 by which said deed the said John K
Brewster and Emily L Brewster his wife for money & the said Homer
N Hibbard the following described real estate situated in said County
of Stephenson to wit Lots Five and Six in Block Eighty six in the
Town of Freeport. Said deed of Trust was made and executed to
secure the payment of three certain promissory Notes for the sum of
Five thousand dollars each all of which notes bear date the Twenty
third day of June A.D. 1856 and are payable to the order of John C Kerr &
The first of said Notes is payable on the first day of August A.D. 1860
with interest from the first day of August A.D. 1856 The second of
said notes is payable on the first day of September A.D. 1861
with interest from the first day of September A.D. 1856 The third
of said Notes is payable on the first day of October A.D. 1862 with
interest from the first day of October A.D. 1856 The interest on a

said Notes being at the rate of ten per cent per annum payable semi annually with current rate of exchange on New York
Your petitioner further shows that on to your Honor that the
numerous notes last above mentioned to secure the payment of
which said Trust Deed was made and executed to the said
Homer R Nebbard as above set forth were each and all signed by
the following named persons as principal makers to wit John M Brewster
Chancellor Martin James Bucknell Henry Brokaw Henry V
Pennuman John Black. John O Taylor David Sheely Thomas
Anderson John Coates Miriam Bright John Kimball Gilbert D W
Clarkson Francis Riley Asahel H Rice Abraham Skeen. Thomas
Coleman John R Ryerly. William D Buckley. John Summerh
Holden Putnam Silas D Clark John Wade. Lewis B Snyder Thos
Engle Alexander Blunk Charles Presentiel Wells Jarvel
Frederick P Köller James B Child George Pinning Thomas J
Turner Walter Hellingen Oscar Taylor Ebenezer H Kane
Jacob Reynolds Francis H J Brower and Rudach Ambaker
Your petitioner further shows to your Honor that on the
fourth day of November A D 1854 the said John M Brewster conveyed
by certain Deed of assignment to John A Clark and Daniel J
Brewster the premises and parcel of land with the appurtenances
thereunto belonging, first above described in which he has been
named and called the Brewster Homestead as by reference to
by which said last named Deed of assignment the said John M
Brewster conveyed to said John A Clark and Daniel J Brewster
said real estate in trust for certain purposes mentioned in
said Deed of assignment and on the day last aforesaid said
John M Brewster and Emily L Brewster his wife made and
executed to said John A Clark and Daniel J Brewster a deed

of conveyance commonly called a quit claim Deed by which
said last mentioned Deed of conveyance the said John K Brewster
and Emily L Brewster his wife quit claimed all their right title and
interest of them the said John K Brewster and Emily L Brewster his
wife to the said John K Clark and Daniel S Brewster their heirs and
assigns of said all the lots and parcel of land such hereinbefore
described in which said Brewster Knows is truly informed
prays that the said John K Brewster Fredk A Smith James Butsteel
Holden Putnam Alexander Reely Homer H Hubbard John K
Clark and Daniel S Brewster may be made parties defendants
to this your petitioners suit and that your petitioners may have
a full entire and perfect lien upon the lots and parcel of
land first above described upon which has been erected and
built the Brewster House as hereinbefore set forth and also upon
said Brewster House and the appurtenances thereunto belonging
to the liquidation and satisfaction of your petitioners aforesaid
claim and demand for the labor care and diligence in superin-
tending receiving and giving his personal attention to the erection
completion and finishing the said Hotel for the said John K Brewster
as hereinbefore set forth and that your petitioner may have such
other and further relief as the nature of this case shall require and
as shall be agreeable to Equity May it please your Honor to
grant unto your petitioner a writ of subpoena issuing out
of and under the seal of this Honorable Court directed to the said
John K Brewster Fredk A Smith James Butsteel Holden Putnam
Homer H Hubbard John K Clark and Daniel S Brewster of said
County of Stephenson and Alexander Reely of the County of Bond
in the State of Illinois commanding them and each of them by a

ecclaring pay and subscribe a certain penalty to be therein inserted
to be and appear before your Honor and then and there to
answer the premises and to stand to and abide such order and
decree therein as to your Honor may seem meet

Henry K Webb By
Smeet & Hibbard his attorneys

Filed Nov 13. 1854 L P Guiteau Clk.

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State of Illinois } In the Circuit Court of said County of
Stephenson County } the December Term A.D. 1856

John K. Brewster, Joseph R. Smith,
James Bucknell, Holden Putnam,
Alexander Reely, Homer S. Hubbard } Petition for Mechanics
John A. Clark, & Daniel J. Brewster } Lien

ads

Henry N. Tibbe

The exhibit of the petition of
John K. Brewster one of the Defendants in the above entitled cause
to the petition of Henry N. Tibbe the petitioner herein who
petitions for a Mechanics Lien and the said John K. Brewster
answering says that he has heard read the petition of the said
Henry N. Tibbe filed in this cause and that it bears date
the first day of June A.D. 1856 The said petitioner and this respond-
ent desires to enter into and make an agreement in manner and
form as is in said petition set forth and stated and this respondent
further answering admits all to be true and does states the fact to
be that the said petitioner in pursuance of the terms of the
said agreement as in said petition is set forth did on or near the
first day of July A.D. 1856 at the City of Freeport in said County
commence laboring for this respondent in superintending over-
seeing and giving his personal attention to the erection construc-
tion and furnishing of the Hotel building on the said premises
mentioned in the lots and land in the said petition described
which said lots and land this respondent on the said first day of June
A.D. 1856 owned in fee simple And this respondent further answering
says that the said petitioner in pursuance of his said agreement with
this respondent continued to superintend oversee and give his personal
attention to and do on his part on and in the erecting construction

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and finishing the said Hotel building until the first day of November A.D. 1854 on which said last date the said Kellumer had finished fulfilled and completed his said contract and this respondent further answering admits that the said services of the said Kellumer was worth the sum of Fifteen Hundred dollars and that the same became due and owing to the said Kellumer from this respondent on the day last aforesaid and that there is now due of said last named sum the sum of Seven Hundred and fifty seven Dollars and Ninety three cents ($ 757.93)

John K Brewster

State of Illinois
Stephenson County ss. John K Brewster being first duly sworn on his oath says that the foregoing answer the matters & things therein contained are true

John K Brewster

Subscribed & Sworn to this 17th day of December A.D. 1854 before me
H. N. Kibbey Notary public

Filed Dec. 21st 1854
L. W. Gritean Clk

Henry A Tappe
vs
John M Brewer Etal

Petition for Mechs Lien

By the agreement of Martin & Smeed Esquire of Counsel for the said petitioner and Isaac Marsh Esquire of Counsel for Joseph B Smith & Homer N Hebbard Holden Putnam James Mitchell John M Shaffer & Louis D Burrell Defendants on this cause and Thomas J. Turner Esq of Counsel for Thompson Alexander and others made parties Defendants on their petition & this Court on this cause which said agreement was made and entered into in open Court hour to the hearing of the issues made by the said parties It is Ordered by the Court that the general answers of the said Defendants filed in this cause herein by Thomas Cunningham and John M Brewer. Joseph B Smith Homer N Hebbard James Mitchell Holden Putnam Alexander Deely John A Clark & Daniel J Brewer are Defendants be and the same is taken for an answer in this cause and that the replication filed by the said Thomas Cunningham in the said cause wherein the said Thomas Cunningham has appeared be taken and accepted as a replication in this cause

Entered January 18 1858

Henry A Tappe
vs
John M Brewer Etal

Petition for Mechs Lien

On Motion of the said Petitioner by his Attorney It is Ordered by the Court that the Complainant have leave to amend his petition so as to make parties to this suit Dabney Homer George O Kinney Samuel K Payne John B Mitchener & Charles H Dallin & Deely Thornell & Co and Alexander Thornell

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parties who may be discovered as parties in interest in this
cause and if they are non residents of this State it is further ordered that
publication of notice be made to said Defendants as in
other non residents as in ordinary cases in Chancery

Entered January 18. 1858

Henry K Depke
vs
John K. Brewster
& others

In the Circuit Court of Stephenson County in the State of Illinois of the April Term A.D. 1858

Amendments to the petition in this cause made pursuant to the Order of said Court at the December term of said Court A.D. 1857 after the word "Cuch" in the twenty-third line from the bottom of the first page in the original petition read as follows to-wit And your petitioner further shows to your Honor that there appears among the records of this Court in the office of the Clerk of this Court a record of two Judgments one of which said Judgments was rendered at the September Term of this Court for the twenty first day of September A.D. 1857 in favor of Jabez Howe, Geo. O Roney, Samuel K Payson, John R Hutchinson, Charles N Dallas and Jacob Trendell Jr against the said John K Brewster & John W Shaffer and Louis St Purcell for the sum of Twenty seven Hundred and two Dollars and thirteen cents Damages and the other said Judgments was rendered in favor of the last above named plaintiff against the said John K Brewster at the said September term of this Court for the fifteenth day of September A.D. 1857 for the sum of Six Hundred and Seventeen Dollars and Eighty Eight cents damages And your petitioner further shows to your Honor that the said Judgment was rendered as aforesaid long after the lien of your petitioners had attached to the land in your petitioners original petition described and your petitioner further shows to your Honor that the said Judgments have been nearly all paid and satisfied and your petitioner prays that the said above named plaintiffs in the said Judgments above named may be made Defendants hereto and your petitioner further prays that your Honor will decree and order that your petitioners lien shall attach to the said land and the Receiver hereof create thereon as a prior lien and in preference to the lien of

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the said plaintiffs in the said Judgments above described and that your petitioners claim and demand as set forth in your petitioners original petition in this cause shall be entirely paid and satisfied by the sale of the said land and Premises aforesaid as to your Honor shall seem Equitable and just before the said plaintiffs in the said Judgments above named shall have any of the proceeds of any sale or other disposition of said land and Premises

Smeet & Hibbard
Solicitors for Petitioners

Filed Jan 25 1858
L P Guiteau Clk

Henry N Upp &c
vs
John K Brewster Etal
James Bucknell & Co John M Shaffer and Louis F Burnell
Chancellor Manting Abraham Green Thompson Pleasonton
and others securities on the Notes from John K Brewster to John
P Clark Except Ball and every of the findings Orders and
Decree from time to time made and decreed by the Court in the above entitled
causes and pray that this their Exception be signed and sealed by
the Court and filed &c

Petition for Mechs Lien
and others said Defendants

Benj R Shelton Sol'r

Filed Jan 24 1859 L P Guiteau Clk

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In the Circuit Court of the County of Stephenson and State of Illinois of the December Term A.D. 1857

State of Illinois
Stephenson County } To the Honorable Benjamin R Sheldon Judge of the Circuit Court in and for said County, and presiding Judge of the Fifteenth Judicial Circuit in said State

The petition of Gelbach McClayton and Aliner S Clayton both of said County and State respectfully sheweth unto your Honor that your petitioners did on the first day of February A.D. 1854 at the County aforesaid make a contract with John K Brewster of said County who then was the owner in fee of the land hereinafter described by which said contract your petitioners agreed to and with the said John K Brewster that your petitioners would furnish all the paints oil varnish and other material necessary for painting and varnishing a certain building which he the said John K Brewster was then building erecting and furnishing in the City of Freeport in said County on Lots Number Three and Six in Block Number Fifty six in the original town of Freeport (now City of Freeport) in said County and in all that part of Lot Number Seven in said Block in said original town now City described as follows Commencing at the North Westerly Corner of said Lot Number Six and running thence Southwardly on a line between said Lots Number Six and Seven in said Block Fifty six Thirty five feet thence Eastwardly on a line parallel with the Ridge Street in said Town (now City) Twenty feet thence Northwardly on a line parallel with Mechanic Street in said Town (now City) Thirty five feet to said Ridge Street

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thence Eastwardly along Bridge Street to the place of beginning
for a more full description of said Lots and Parcel of Land reference
is made to the Plat aforesaid Town of Freehold (now City of
Freehold recorded in the Office of the recorder of said County
And your Petitioners further agreed at the time aforesaid
by and with the said John K Brewster that they would do all the
work and labor necessary to be done in and about the painting
and varnishing of the said building so as aforesaid into the
process of being built erected and finished on the Lots and
Parcel of Land aforesaid And your Petitioners further thereupon
there agreed to and with the said John K Brewster that they
would furnish all the paints oil and varnish and other materials
necessary for the doing and finishing of the painting of the said
building at the cost price of said paints oil varnish and other
materials in the City of Rentown with the Seventeen and one half
percents added to said cost and your Petitioners further
thereupon the - agreed to and with the said John K Brewster that
they would do all the said work and labor of painting and
varnishing said building at the cost per day of each and
every man who should labor on said building in doing the said
painting and varnishing with the Twenty five cents to be added
to said first cost per day for each and every day work that
should be done on said building in painting and varnishing
the same And your Petitioners further show unto your
Honor that by the terms of the said contract with the said
John K Brewster they were to furnish said paints oil varnish
and other materials and do the said work of painting and
varnishing said building whenever the said building should

ecessary for painting and varnishing And your Petitioners further shew unto your Honor that in consideration of the agreements of your Petitioners aforesaid the said John McBrier did then and there agree to and with your Petitioners to pay your Petitioners the cost prices of all paints oil varnish and other materials necessary for painting and varnishing said building (which said cost prices was to be the cost prices in the City of New York) and Seventeen and one half per cent in addition to said New York cost price for the same And the said John McBrier did then and there further agree to and with your Petitioners for the consideration aforesaid that he would pay to your Petitioners for each and every days labor done and performed in and about the painting and varnishing of said building what the reasonable value aforesaid and each every day labor should be worth in painting said painting and varnishing and twenty five cents in addition for each and every day labor so to be done and performed in painting and varnishing said building. And your Petitioners further shew unto your Honor that in pursuance of the terms of the aforesaid agreement by your Petitioners did immediately after the making of the said contract aforesaid that is to say on the Seventh day of February A.D. 1854 furnish the said paints oil varnish and other material necessary to paint and varnish said building and your Petitioners continued to furnish said paint oil varnish and other materials necessary to paint and varnish said building from time to time as the said paints oil varnish and other materials were necessary to be used in and about painting and varnishing said building. And your Petitioners did also

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94 in pursuance of the terms of said agreement immediately that
is to say on the fourteenth day of February A.D. 1865 Commenced the
work of painting and varnishing said said building and your
petitioners furnished and employed a large number of painters
and varnishers to do the work and labor of painting and
varnishing said building which said painters and varnishers
together with your petitioners continued to work on said building
in painting and varnishing the same until the fifteenth day of
October A.D. 1865 at which said last date the said work of
painting and varnishing said building was entirely completed
and finished by your petitioners according to and in pursuance
of the terms of the aforesaid agreement of your petitioners
and the said John K. Brewster and for a particular specification
of the number of days work done and furnished by your petit-
ioners in painting and varnishing said building and the
addition thereto of twenty per cent by each days work
so done as aforesaid and also for the amount of paints oil
varnish and other materials necessary for painting and
varnishing said building together with the cost price of the
same in the City of New York and seventeen and one half
per cent added thereto your petitioners refer to (and pray
the same may be made a part of this their petition) the
subjoined Bill marked Exhibit (C) And your petitioners
further show unto your Honor that on the said fourteenth day
of October A.D. 1865 your petitioners had entirely completed
and fulfilled their said engagement to the said John K. Brewster
as aforesaid and that on the said last named day there was
owing to your petitioners from the said John K. Brewster for

the paints oil varnish and other materials necessary for painting and varnishing said building furnished as aforesaid and for the work and labor done and performed in painting and varnishing said building in pursuance of the said agreement the sum of Two thousand & Two Hundred Forty four Dollars which said sum last named sum is still due and owing to your petitioners from the said John M Brewster And your petitioners further show unto your Honor that at the time the said attachment was made as aforesaid and now the said day last aforesaid the said John M Brewster was the owner in fee simple of all the lands above described on which the said building was and is erected And your petitioners further show unto your Honor that upon Examination of the records in the Office of the Clerk of the Circuit Court in and for said County of Stephenson your petitioners find and have found to be the record of a deed of mortgage and deed executed by the said John M Brewster and Emily L Brewster his wife to Joseph B Smith of Juneau which said deed bears date the Twenty second day of March A.D. 1866 and is recorded in Book 16 of Mortgages page 219 which said deed conveys to the said Joseph B Smith the following described real estate with all the appurtenances to wit. Lots One and Six on Block Thirty six in the Town of Freeport aforesaid which lie Eastwardly of a line drawn through the centre of said lots One and Six parallel with Mechanic Street in said Town also Lots Three Four and Five on Block Thirty One in said Town which said deed of mortgage was made and executed to secure the payment of certain promissory Note signed by said John M Brewster bearing date the Twenty second day of March A.D. 1866 which said Note was made payable to James

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Mitchell & Co Eight months after the date hereof said notes being for the sum of One thousand Dollars with interest at ten percent per annum your petitioners are informed and believe that the fact is James Mitchell & Co to whom said Note was given was at the time said Mortgage was Executed composed of James Mitchell Holden Putnam and Alexander Reely Your petitioners further show unto your Honor that there also appears upon the records in the office of the Clerk of the Circuit Court in and for said County that certain Deed to be the record of a deed of trust made and executed by the said John M Brewster and Emily L Brewster his wife to Homer St Hubbard Trustee which said deed bears date the 5th the day of July A.D. 1856 and is recorded in Book K of Mortgages page 114 by which said deed the said John M Brewster and Emily L Brewster his wife convey to the said Homer St Hubbard the following described real estate situated in said County of Tompkins to wit Lots Five and Six on Block 8 of Ayer and Upton's Town of Freeport said deed of trust was made and executed to secure the payment of three certain promissory Notes for the sum of One thousand Dollars each all of which said Notes bear date the Twenty third day of June A.D. 1856 and are payable to the order of John C Clark The first of said Notes is payable on the first day of August A.D. 1860 with interest from the first day of August A.D. 1856 The second of said Notes is payable on the first of September A.D. 1861 with interest from the first of September A.D. 1856 The third of said Notes is payable the first day of October A.D. 1862 with interest from the first day of October A.D. 1856 The interest on all of said Notes except

the rate of Seven per cent per annum payable semiannually
with current rates of exchange on New York
Your petitioners further show unto your Honor that there
remain certain Notes last above mentioned to secure the payment of
which said mortgage deed was made and executed to Homer St
Nebbins as above set forth more fully and allegned by the
following named persons as joint makers to with John C Brewster
Chancellor Martin James Mitchell Henry D Stone Henry V
Pennuman John Black. John A Taylor. Jared Sheely Timothy
Wilcox John Coates. Hiram Bush John Koebel Zebedee
M Clayton Francis Doty. Asahel W Rice Abraham S
Green Thomas Eastman. John R Byerly. William M
Buckley. John J Emmett. Nelson Putnam Silas A Clark
John Wade Jesse R Snyder. Silas Engles. Alexander C Hench
Charles Brewster Hollis Sewell Edward A Kohler. James
B Childs George Painter. Thomas J Turner. Martin
Kellinger Oscar Taylor Ebenezer A Hyde. Jacob Reynolds
Francis W Stanley and Rudolph Embaker.
Your petitioners further show unto your Honor that on the
first day of December A.D. 1857 the said John C Brewster
conveyed by certain Deed of assignment to John C Clark
and Daniel S Brewster the premises and parcel of land
with the appurtenances thereunto belonging first above
described on which has been erected and built the Brewster
House as hereinbefore set forth by which said last named deed
of assignment the said John C Brewster conveyed to said John C
Clark and Daniel S Brewster said real Estate for which for
certain purposes mentioned in said Deed of assignment and
the day last aforesaid said John C Brewster and Emily L

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Brewster his heirs made and executed to said John A Clark and Daniel S Brewster a deed of conveyance commonly called a quit claim deed by which said last mentioned deed of conveyance the said John K Brewster and Emily L Brewster his wife did release all their right title and interest of them the said John K Brewster and Emily L Brewster his wife to the said John A Clark and Daniel S Brewster their heirs and assigns of and in all the lots and parcel of land of which herein above described and which the said Brewster House is built Your petitioners pray that the said John K Brewster Joseph B Smith James Mitchell Warren Putnam Alexander Reely Homer Ransford and John A Clark and Daniel S Brewster may be made parties defendants to this your petitioners suit and that your petitioners may have a full entire and perfect execution of the lots and parcel of land & premises hereinbefore described upon which has been erected and built the Brewster House as herein before set forth and also upon said Brewster House and the appurtenances thereunto belonging to the liquidation and satisfaction of your petitioners aforesaid claim and demand for the furnishing of the oils paints varnishes and other materials for the painting and varnishing of the said Hotel as herein before set forth and for the painting and varnishing of said Hotel as herein before set forth and that your petitioners may have a special execution issued for the sale of the building and premises first above described and that your petitioners may have such other and further relief as the nature of their case shall require and as shall be agreeable to Equity. May it please your Honor to grant unto your petitioners a writ of summons directing and requiring the

seal of this Honorable Court directed to the said John M Brewster
& Joseph B Smith & James Bucknell Holden Putnam & Homer Hibbard
John A Clark & Daniel S Brewster of said County of September
and Alexander Reely of the County of Bureau in the State of Illinois
commanding them or any one of them by a certain day and under
a certain penalty in the therein inserted to be and appear
before your Honor and then and there to answer the premises
and to stand to and abide such order and decree therein
as to your Honor shall seem meet

Gilbert M Clayton
Oliver S Clayton By
Homer Hibbard
their attys

John M Brewster
In Ch. M Clayton et Bro Dr

| | | | |
|---|---|---|---|
| 1764 lbs | Buff Pure White Lead | 8½ | 150.20 |
| 250 " | Snow Color Zinc | 6½ | 16.25 |
| 50 " | Brown " " | 5 | 2.50 |
| 500 " | Melatte White | 8 | 40.00 |
| 500 " | Genuine Snow White Zinc | 12 | 60.00 |
| 242 " | Hermanns Beech Zinc | 11¼ | 27.23 |
| 842 " | Zinc in Varnish | 28 | 23.06 |
| 354 " | Cam Putty | 4c | 14.16 |
| 48½ | Gall Linseed Oil | 1.00 | 48.88 |
| 6 " | Boiled Oil | 1.30 | 8.12 |
| 1 Qt | Sweet Oil | | 2.1 |
| 56 Gals | Camphene | 75c | 42.00 |
| 151 lbs | Shellac | 16c | 24.16 |

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| | | | |
|---|---|---|---|
| 55½ | Gall Alcohol | 70¢ | 38 78 |
| 9 Cb | Lumber Pk | 20 | 1.80 |
| 6 " | Senna " | 20 | 1.20 |
| 4 | Paper Points | 15 | 60 |
| 12 | Quire Sandpaper | 18 | 2.16 |
| 10 | Galls Japan | 10/- | 12.50 |
| 3¼ " | Varnish | 18/- | 76.50 |
| 6 " | " Staining | 20/- | 15 00 |
| 25¼ " | " White | | 46.92 |
| Glazing | 6 lights 11 x 16 | 15¢ | 90 |
| " | 1 " 14 x 24 | | 35 |
| " | 1 " 24 x 36 | | 1.00 |
| " | 4 " 18 x 40 | | 4.00 |
| " | 6 " 8 x 10 Sash | | .56 |
| 92 | Lights 10 x 15 Glass | 7¢ | 6.44 |
| 51 " | 10 x 14 " | 6 | 2.06 |
| 16 " | 10 x 16 " | 8 | 1.28 |
| 12 " | 12 x 14 " | 10 | 1.20 |
| 6 " | 18 x 28 " | 6/- | 4.50 |
| 1 " | 24 x 40 " | | 2.00 |
| 6 " | 18 x 24 " | 2/- | 2.25 |
| 1 " | 20 x 28 " | | 69 |
| 6 " | 28 x 48 " | | 12.00 |
| 1 " | 24 x 36 " | | 1 50 |
| 94 " | 11 x 16 " | 9¢ | 8 46 |
| 4 " | 20 x 20 " | | 2.00 |
| 4 " | 20 x 28 " | | 2 50 |
| 2 " | 14 x 22 " | | |
| 1 " | 12 x 18 | 20 | 60 |
| | | | 12 |
| | | | 709 04 |

| | | | | |
|---|---|---|---|---|
| Amt Brot Over | | | | 709.07 |
| 4 Lights | 18 x 40 Glass | | 8/- | 4.00 |
| 1 " | 14 x 22 " | | | 25 |
| 1 " | 20 x 24 " | | | 37 |
| 1 " | 18 x 40 " | | | 1.00 |
| 2 " | 16 x 22 " | | 4/- | 1.00 |
| 12 " | 11 x 22 " | | 2/- | 2.00 |
| 24 " | 10 x 18 " | | 15 | 3.60 |
| 12 " | 12 x 14 " | | 10 | 1.20 |
| 6 " | 11 x 16 " | | 10 | 60 |
| 1 " | 10 x 16 " | | 8 | 08 |
| 96 " | 14 x 20 " | | 20 | 19.20 |
| 6 Paint Brushes | 0000 | | 1.00 | 6.00 |
| 5 " | " | 00000 | | 5.62 |
| 1 " | " | | 3/- | 37 |
| 6 Sash tools | | | 20 | 1.20 |
| 1 " | " | | | 25 |
| 3 " | " | | 8 | 24 |
| 2 " | " | | 17 | 34 |
| 2 " | " | | 15 | 20 |
| 1 " | " | | | 10 |
| 6 Painters Duckys | | | 5/- | 3.75 |
| 1 " | " | | 2/- | 25 |
| 2 Varnish Brushes | | | 4/- | 1.00 |
| 2 " | " | 20/ | | 80 |
| 2 " | " | 50 | 4/6 | 1.06 |
| 1 lb Slab - Bronze Green | | | | 1.75 |
| Portland stone Pumice Stone emetoil | | | | 1.09 |

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| | |
|---|---|
| Red Lead Black Varnish | 2.00 |
| Reglazing 4 Lights 20 x 28 | 3.00 |
| " 1 " " " | 75 |
| " " " in Store | 2.00 |
| 2 lb Glue to Lbs | 50 |
| 1 Sponge | 38 |
| 2 lb chalk " " | .18 |
| 2 Pumice Sandpaper 8 Lbs | 50 |
| 36 Lights Glazed Sash 15 Lbs | 5.40 |
| 5 " Glass 24 x 36 | 10.00 |
| 4 " " 16 x 36 | 4.00 |
| Putty | .25 |
| Glazing 16 Lights 10 x 18 | 1.60 |
| " 16 " 10 x 14 | 1.28 |
| Putty | 40 |
| Gilding Ball | 50 |
| Glazing 2 Lights 12 x 20 | 75 |
| | 801.89 |

| | | | |
|---|---|---|---|
| Amt Brot Fwd | | | 801.89 |
| Glazing 9 Lists 12 x 14 | | | 1.45 |
| " " 2 " 10 x 12 | | | 60 |
| | | | 803.94 |
| " 17½ Lbs Putty @ 8 7/9 4.26 | | | 139.51 |
| | | | 943.45 |
| " 24½ Days Mr Oak | 1.75 | 42.12 | |
| " 424 " " " | 2.00 | 854.00 | |
| " 22½ " Framing | 3.50 | 78.75 | 975.87 |

25c Day advance on 484 days — 121 00

2940. 80

91 1/8 days Services ourselves 2.25 — 204 08

Whole amt of Bill — $ 2244. 35

Exhibit A

Filed December 12 1884

L. W. Guiteau Clk C.

State of Illinois } In the Circuit Court in said County of
Stephenson County } the December Term A.D. 1854

John K. Brewster. Joseph B. Smith
James Bushnell Holden Putnam
Alexander Reely. Homer C. Hubbard } Petition for
John A. Clarke vs Daniel S. Brewster } Mechanics Lien

and

Gilbert M. Clayton & Oliver J. Clayton

The respondent John K. Brewster one of the Defendants in the above entitled suit to the petition of Gilbert M. Clayton and Oliver J. Clayton the petitioners herein who petition for a Mechanics Lien and the said John K. Brewster answering says that he has heard read the petition of the said Gilbert M. Clayton and Oliver J. Clayton filed in this cause and that it is true that on the first day of February A.D. 1854 the said petitioners and this respondent did enter into and make an agreement in manner and form as is in said petition set forth and stated and this respondent further answering admits it to be true and recites the facts to be that the said petitioners in pursuance of the terms of said agreement as in said petition is set forth did on or about the 2nd day of February A.D. 1854 at the City of Freeport and County aforesaid commence the Execution and fulfillment of the on their part and agreement in said petition and that said petitioners continued in the Execution and fulfillment of said on their part and agreement until the 2nd day of October A.D. 1854 at which time said on their part agreement was duely complied and fulfilled on the part of said petitioners and this respondent further answering admits that

there is now due said petitioner on said account the sum of Two thousand Two hundred and forty four Dollars and Thirty five cents as appears from the Schedule or Bill attached to said petition which said Bill this respondent admits to be correct and this respondent admits further that no part of said last named sum there of still remains due and unpaid the sum of Twelve Hundred and Seventy four 93/100 Dollars

John K Brewer

State of Illinois
Stephenson County ss John K Brewer being first duly sworn on oath says that he has read the foregoing answer by him subscribed and knows the contents thereof and that the matters and things therein contained are true

John K Brewer

Subscribed Sworn to this 28th day of December 1864 before me
H A Hebbard Notary Public

Filed Dec 29 1864
L H Emiteau Clk

Gilbert M Clayton } Petition for Mechs Liens
Abner S Clayton }
vs.
John M Brewster Etal } By the agreement of Martin O Smith Esquire of Counsel for the said Petitioners and Jason Marsh Esquire of Counsel for Joseph B Smith Homer A Hubbard Holden Putnam James Butchell John W Shaffer Smith Burrell Defendants in this cause and Thomas J Turner Esq of Counsel for Thompson Alexander and others made parties Defendants on their petition to this Court in this cause which said agreement was made and entered into in open Court prior to the trial of the issues made by the said parties It is Ordered by the Court that the several answers of the said Defendants filed in the cause wherein Day Thomas is Complainant and John M Brewster Joseph B Smith Homer A Hubbard James Butchell Holden Putnam Alexander Neely John A Clark and Daniel J Brewster are Defendants be and the same is taken pro confesso in this cause and that the pleadings filed by the said Day Thomas in the said cause wherein he the said Day Thomas is Complainant as aforesaid be taken and accepted as are pleadings in this cause

Entered January 18, 1858

Gilbert M Clayton } Petition for Mechs Liens
Abner S Clayton }
vs.
John M Brewster Etal } On Motions of the said Petitioners by their Attorneys It is Ordered by the Court that the Land

Leave to amend their petition so as to make parties to this suit Sidney C Howe, George A Kinney, Samuel K Payne & John B Hutchinson Charles H Dalling & Drew & Wendell & also any other parties who may be discovered as parties in interest in this cause and if they are non residents It is further Ordered that publication of Notice be made to said Defendants in a public newspaper as in ordinary cases in Chancery

Entered January 18. 1858.

Gilbert M Clayton & Oliver J Clayton } In the Circuit Court of the
vs } County of Stephenson
John M Brewster Et al } In the State of Illinois

of the April Term A.D. 1858

Amendments to the petition in this cause made pursuant to the
order of said Court at the December Term thereof A.D. 1857
after the word "Church," in the fifth line from the bottom of the twelfth page
in the original petition filed in this cause reads as follows to wit
And your petitioners further shew unto your Honor that there
appears among the records of this Court in the office of the Clerk of this
Court a record of two Judgments one of which said Judgments was rendered
at the September Term of this Court on the twenty fifth day of September
A.D. 1857 in favor of Isbey & Howe, George O Haney, Samuel M Payson
John R Hutchinson, Charles H Dalton and Joseph Burwell against
the said John M Brewster John M Shaffer and Louis G Burwell for the
sum of Twenty seven Hundred and two Dollars and thirteen cents
damages and the other of the said Judgments was rendered in favor
of the last above named plaintiffs against the said John M Brewster
at the said September Term of this Court on the fifteenth day of
September A.D. 1857 for the sum of Two Hundred and Seventeen
Dollars and Eighty Eight cents damages And your petitioners further
shew unto your Honor that the said Judgments were rendered as
aforesaid long after the lien of your petitioners had attached to the
land in your petitioners original petition described And your
petitioners further shew unto your Honor that the said Judgments
have been nearly all had and satisfied and your petitioners
pray that the said above named plaintiffs in the said Judgments
above named may be made defendants hereto and your petitioners

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further pray that your Honor will decree and order that your petitioners lien shall attach to the said land and the Premises thereon erected thereon as a incumbrance and in preference to the lien of the said plaintiffs in the said Judgments above recited and that your petitioners claim and demand as set forth in your petitioners original petition in this suit shall be entirely paid and satisfied by the sale of the said land and said Premises or otherwise as to your Honor shall seem Equitable and just before the said Plaintiffs in the said Judgments above mentioned shall have any of the proceeds of any sale or other distribution of said land and Premises

Smet & Hubbard
Solicitors of Petitioners

Filed Jan 25 1858
L M Guiteras Clk.

Gilbert M Clayton
Abner S Clayton
Vs
John M Brewster Etal

Petition for Mech's Lien

Now here said Defendants James Mitchell Vs John M Shaffer and Louis L Purnell Chancellor Martin Abraham Green Thompson Vickers and to the securities on the Notes from John M Brewster to John M Clark & Co. Except Coal and every of the findings Orders and Decree found made rands decreed by the Court in the above entitled causes and pray that this their Petition be signed and sealed by the Court and it is done

Benj R Sheldon Seal

Filed Jan 24. 1859
L M Kenleans Clk

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State of Illinois } In the Stephenson County Circuit
Stephenson County } ss Court of the December Term
A.D. 1857

To the Honorable Benjamin R. Sheldon presiding Judge of the Fourteenth Judicial Circuit in the State of Illinois

The petition of John Schmidt of the County of Stephenson aforesaid shweth unto your Honor that on the first day of June A.D. 1857 your petitioner made and entered into a contract with John K. Brewster of said County by which said contract your petitioner agreed with the said John K. Brewster that your petitioner would smooth and lay all the stone coping necessary to be laid upon the walls on the South part of and on the Easterly side of certain Hotel building which the said John K. Brewster was about that time erecting and finishing on the following described lots and land situated in the City of Freeport in the County of Stephenson and State of Illinois to wit Lots Number Four and Five in Block Number Forty six in the original Town of Freeport (now City of Freeport) and which all that part of Lot Number Four mentioned Block described as follows Commencing at the Northwesterly corner of Lot Number Six aforesaid and running thence Southwardly along the line between said Lots Five and Seven in said Block Thirty five feet thence Westwardly on a line parallel with the Bridge Street Twenty feet thence Northwardly on a line parallel with Mechanic Street Thirty five feet to Bridge Street thence Eastwardly along Bridge Street to the place of beginning Reference full reference to said Lots and land reference being made to the plat of said Town of Freeport now City of Freeport recorded in the office of the Clerk of the Circuit Court in and for said Stephenson County And your petitioner further shweth unto your Honor that

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at the time of making the emmack aforesaid the said John K Brewster was the owner in fee simple of all the above described lots and land And your Petitioner further shewth unto your Honor that in consideration of the emmack and agreement of your Petitioner to and with the said John K Brewster he the said John K Brewster emmacked agreed and promised with and to your Petitioner to pay your Petitioner for constructing and laying the stone coping as aforesaid when the same should be completed the sum of Forty cents per lineal foot of said coping. And your Petitioner further shewth unto your Honor that in accordance with said emmack and agreement your Petitioner did immediately after the making of said agreement to wit on or about the fifteenth of June A.D. 1854 commence the construction and laying of said stone coping and that he continued about the same until the fifth day of December A.D. 1854 at which last mentioned date he finished constructing and laying said stone coping and completely fulfilled and finished his said emmack and agreement And your Petitioner further shewth unto your Honor that by the terms of the agreement aforesaid your Petitioner was to construct and lay the stone coping within a reasonable time after the making of said agreement And your Petitioner avers that he did construct and lay said stone coping and did fulfil and finish said emmack within a reasonable time after the making of said emmack And your Petitioner further shewth unto your Honor that in fulfillment of said emmack your Petitioner constructed and laid for the said John K Brewster Three hundred and One lineal feet of stone coping upon the walls in front of and upon the Easterly side of said stated building which

said wall and coping constituting a portion of the said Hotel Building and one apartment in the said Hotel Building built and erected upon the lots and land aforesaid which alone coping at the rate of forty cents per foot amounts to the sum of One Hundred and Twenty Dollars and forty cents which said last mentioned sum of One Hundred and Twenty Dollars and forty cents became due and owing from the said John K Brewster to your petitioner by the terms of said annuation on the said fifteenth day of November A.D 1854 and which last mentioned sum of money still remains due and owing from the said John K Brewster to your petitioner for constructing and laying the said three hundred and One feet of stone coping upon the walls and which forms a part of the said Hotel Building which has been built and erected upon the lots and land herein before described which said Hotel Building is known and described as the Brewster House And your petitioner further shows to your Honor that upon an examination of the records in the office of the Clerk of the Circuit Court in and for the said County of Bethlehem your petitioner finds that purports to be the record of a deed of trust made and executed by the said John K Brewster and Emily L Brewster his wife to Joseph B Smith Trustee which said deed bears date the Twenty second day of March A.D 1856 and is recorded in Book D of Mortgages page 21 which said deed conveys to the said Joseph B Smith the following described real estate to wit all those parts of lots One and Six in Block B fifty eight in the Town of Freehorn aforesaid which lie Eastwardly of a line drawn through the centre of said lots One and Six parallel with the Freehorn Street in said Town also Lots Three One and Five in Block B fifty One in said Town which said deed of Trust was made and executed to secure the payment of a

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certain promissory Notes signed by said John K Brewer bearing date the Twenty second day of March A.D. 1856 which said Note was made payable to James Mitchell & Co. Eight months after the date thereof said Note being for the sum of Five Thousand Dollars with interest at Ten per cent. per annum Your petitioners informed and do believe that the firm of James Mitchell & Co to whom said Note was given was at the time said Note was executed composed of James Mitchell Warren Putnam and Alexander Brady Your petitioner further show unto your Honor that there also appears upon the records in the Office of the Clerk of the Circuit Court in and for the said County of Stephenson that pursuant to the terms of a deed of Trust made and executed by the said John K Brewer and Emily L Brewer his wife to Homer K Hibbard Trustee which said deed bears date the fifth day of July A.D. 1856 and is recorded in Book K of Mortgages page 117 by which deed the said John K Brewer and Emily L Brewer his wife conveyed to the said Homer K Hibbard the following described real estate situated in said County of Stephenson to wit. Lots Five and Seven Block Eighteen in the Town of Freeport and deed of Trust was made and executed to secure the payment of three certain promissory Notes for the sum of Five Thousand Dollars each all of which Notes bear date the Twenty third day of June A.D. 1856 and are payable to the order of John K Clark The first of said Notes is payable on the first day of August A.D. 1860 with interest from the first day of August A.D. 1856 The second of said Notes is payable on the first day of September A.D. 1860 with interest from the first day of September A.D. 1856 The third of said Notes is payable on the first day of October A.D. 1860 with interest