No. 14755

Supreme Court of Illinois

Cadwell

---

vs.

Brown

71641 7

STATE OF ILLINOIS,

SUPREME COURT,

THIRD GRAND DIVISION.

No. 159

J. W. Middleton & Co., Stationers, 96 Lake St.

State of Illinois } ss.
Lee County. }

Pleas in the Lee County Circuit Court, in the 22d Judicial Circuit of the State of Illinois, in a certain matter lately determined in said court, in chancery, wherein Nathaniel Brunn was complainant, and Sherman W. Caldwell and Samuel P. Jewett were defendants.-

Feb'y 2
Term 1863.
No 107.

Nathaniel Brand
vs
Sherman W. Cadwell &
Samuel P. Jewett.

Bill for Relief

On this 12th day of Feb'y A.D. 1863 came J.V. & F.W. Eustace of counsel for the said complainant, and on their motion the said defendant Sherman W. Cadwell is ruled to answer herein by Thursday morning next, he having been regularly served with process more than ten days before the first day of this Term of this Court, and W.E. Esq his counsel now for him appearing; and afterwards on the motion of the counsel for said defendant Cadwell, the rule to answer is extended to the first day of April next.

June Term 1863
No 16.

Nathaniel Brand
vs
Sherman W. Cadwell &
Samuel P. Jewett

Bill for Relief

On this first day of July A.D. 1863. comes the complainant by J.V. & F.W. Eustace his solicitors, and enters their motion to file replications herein, which said motion is by the Court ac-

3. bound, and leave to file replications herein is given.

And afterwards on the summth day of July A.D. 1863, the said solicitor of the said complainant enter their motion to strike jurat to answer from the files herein which said motion is by the court sustained, and the said jurat is stricken from said answer.

November Term 1863 No 12.

Nathaniel Brown
vs
Sherman W. Cadwell & Samuel P. Jarvis.

Bill for Relief

On this 3d day of December 1863. comes the complainant by J. V. & T. W. Eustace his solicitor and counsel, and the defendants come by W. E. Ins & counsel for them; whereupon this cause is set for hearing upon bill, answer of defendant Cadwell, and replication thereto,

And afterwards on the 4th day of December aforesaid again come the defendants by their said counsel and enter their motion to set aside the order setting this cause down for hearing,

And afterwards on the 9th day of December

aforesaid again come the parties to this suit by their respective solicitors and counsel, whereupon the defendants by their counsel withdraws their motion to set aside the order of this court setting this cause for hearing, And thereupon it is ordered by this court that the order setting this cause down for hearing be set aside, And it is further ordered that the proofs herein be closed by the next term of this court.

February Term 1864 No 8.

Nathaniel Brown
vs
Sherman W. Cadwell
Samuel P. Jewett

Bill for Relief

February 16. 1864.

On this day came the defendants by Ins their solicitor and enter their motion for a continuance of this cause, And now on this 17th day of February, 1864. the said motion for a continuance coming on to be heard, is by the court sustained, and it is ordered that this cause be continued at the costs of the said defendants, It is considered by the court that the said complainant have and recover of the said defendants his costs and charges by him

5- in and about this suit at this term of the court expended, and that he have execution therefor.

June Term 1864. No 8.

Nathaniel Brann
vs
Sherman N. Paduree
Samuel P. Jewett

Bill for Relief

On this 28th day of June A.D. 1864. comes the complainant by Kinyon & Ryan, his solicitors, and moves the court to suppress the deposition of William B. Stuart, a witness on the part of the defendant, Paduree.

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State of Illinois } In Lee County Circuit Court
Lee County } ss November Term A. D. 1862

To the Honor William W. Heaton
Judge etc -

Humbly complaining showeth unto your Honor your Orator Nathaniel Brown of said County of Lee.

That heretofore to wit on or about the Seventh day of July A. D. 1860 at and within said County of Lee one Sherman W. Cadwell entered into a contract in writing in the words and figures following, to wit;

Know all men by these presents that I Sherman W. Cadwell of the County of Lee and State of Illinois am held and firmly bound unto Nathaniel Brown of the County of Lee and State of Illinois in the penal sum of Twelve Hundred Dollars to be paid unto the said Nathaniel Brown his heirs Executors administrators or assigns to which payment well and truly to be made I bind myself my heirs executors administrators and every of them firmly by these presents, Sealed with my seal this seventh day of July A. D. 1860 -

The condition of the above obligation is such that whereas the above bounden Sherman W. Cadwell has this day sold to the said Nathaniel Brown his heirs and assigns for the sum of Eleven Hundred and Twenty Dollars all the following described lot or parcel of land in the County of Lee and State of Illinois to wit; The North Half of the South East Quarter of Section Twenty Three (23) in Township No Twenty (20) north

Range nine (9) in the district of land subject to sale at Dixon Illinois. Upon the payment of the said sum being made on or before the first day of January A.D. 1862 the said obligor his heirs executors and assigns covenants and agrees to and with the said Nathaniel Brown his heirs executors administrators and assigns to execute a good and sufficient Deed of conveyance in fee simple free from all incumbrance with full and proper covenants of Warranty for the above described premises-
Now if the said Sherman W. Cadwell shall well and truly keep observe and perform his said covenants and agreements herein contained on his part then this obligation is to be void, otherwise to remain in full force and virtue-

And your Orator further avers and shows unto your Honor that the said writing obligatory was on the date thereof signed and sealed by the said Cadwell in said County and was then and there delivered to your Orator.

And your Orator further avers and charges the fact to be that in the spring after the execution and delivery of the said instrument in writing your Orator entered upon and took possession of all the land therein described and has ever since remained in possession of all the same except a certain part thereof containing twenty acres as hereinafter set forth-

And your Orator further avers that the said instrument of writing was afterwards to wit on the thirty first day of January A.D. 1862 recorded in the Recorders Office in the said County of Lee in book "C" of Powers of Attorney on page 148- as

appears by an endorsement thereon signed by B. F. Shaw. Recorder.

And your Orator further Showeth unto your Honor that prior to the date of the making of the said instrument to wit; on or about the Twenty Second day of March A. D. 1859 the said Cadwell and Margaret P. his wife made executed and delivered to one Samuel P. Jewett a deed by which they conveyed to him the premises aforesaid yet in trust to secure the payment as expressed in the said deed of certain promissory note bearing even date with said deed and made by the said Shuman in favor of the said Jewett for the sum of Four Hundred and Ninety Dollars payable in one year after the date thereof. the execution of said deed of trust was acknowledged and the said deed was afterwards to wit; on the 24th day of March A. D. 1859 duly recorded in the Recorders office aforesaid in Book "A" of Deeds of Trust on Page 137.

Your Orator further showeth unto your Honor and avers to be true that at the time of the execution of the said writing between the said Cadwell and your Orator, he your Orator paid on the said contract to the said Cadwell the sum of Three Hundred and Thirty Dollars as follows to wit; he sold him a certain horse and carriage for the sum of Three Hundred and Twenty Dollars and paid him ten dollars in money, and it was then and there agreed that the said Brown your Orator should have credit upon the indebtedness named in said writing for the said sum of Three Hundred and Thirty Dollars.

And your Orator further Showeth unto your Honors and avers to be true that afterwards towit; on or about the 21st day of February A. D. 1861 he sold and delivered to the said Cadwell one Threshing Machine at the agreed price of One Hundred and Fifty Dollars and one certain promissory note made by one Annie Brown, Which note was sold to said Cadwell at the price of Ninety Five Dollars and that it was then and there agreed between the said Cadwell and your Orator that your Orator should have credit on the amount stipulated in the said writing to be paid for the further sum of Two Hundred and Forty five Dollars ($245) made up of the two sums last aforesaid -

And your Orator further showeth unto your Honor and avers to be true that some time in the month of October A. D. 1860 one Henry Smith being anxious to buy twenty acres of the land aforesaid and your Orator being willing that he should do so and the said Cadwell being willing and desirous to take him the said Smith as paymaster for the said twenty acres in place of your Orator, your Orator did agree to and did relinquish to said Cadwell all claim to one fourth part of the tract of land in the said writing obligatory described, the said fourth part being taken off the west end thereof and bounded on the West by the half section line on the East by a line running parallell thereto at a distance of forty rods or thereabouts being at such distance as would make said tract to be one fourth of the size of the said North Half of said South East Quarter Section -

10- And the said Cadwell did receive such relinquishment and did agree with your Orator that he should have credit upon the indebtedness named in the said writing obligatory for the sum of Two Hundred and Eighty Dollars being the one fourth thereof- And your Orator showeth that the said payments and credits as aforesaid amounted to the sum of Eight-Hundred and Sixty five Dollars leaving of the debt in the said writing obligatory mentioned the sum of Two Hundred and Sixty five Dollars ($265)-

And your Orator further showeth unto your Honor and avers to be true that on the 21st day of February A.D. 1861 he was the owner of a certain interest in real Estate in the County of Portage in the State of Ohio being the same property leased by one John Bonney to one Chauncy Viets by lease dated March 19th 1850 and recorded in said Portage County in the Recorders Office thereof in Book 53 Pages 378 and 379 and which estate together with all the right and title of the said Viets legal and equitable in the Steam Saw mill erected on said property as leased together with the fixtures thereto attached had been conveyed by the said Viets to your Orator by deed dated November 23rd A.D. 1853 and recorded in the Recorders Office in said Portage County on the 19th day of April A.D. 1859 in Book 73 Page 590-1 And as to which property one Marcus Bonney had also conveyed all his interest to your Orator by deed dated Oct 1st A.D. 1855 and recorded in said Recorders Office on the 19th day of April A.D. 1859 in Book 73 Page 591- And your Orator being so the owner

of and possessed of said interest in said property and being desirous of selling the same and having received certain offers therefor and the said Cadwell being willing to go to the State of Ohio in order to make sale of said property it was then agreed by and between them said Cadwell and your Orator that your Orator should convey said interest to said Cadwell and that Cadwell should sell the same for a sum of not less than Eight Hundred Dollars and that out of the avails of such sale said Cadwell should return the sum of Two Hundred and Forty five Dollars so due as aforesaid as the balance of the indebtedness in the said writing obligatory named and should pay over the balance to your Orator -

And your Orator further showeth unto your Honor and avers to be true that he did thereupon on the said Twenty first day of February A. D. 1861 Execute and deliver to the said Cadwell a deed conveying to him your Orator's said interest in the said land which deed was afterwards recorded in the Recorders Office in said Portage County in Book 78 Page 545 a copy of which deed is hereto attached and prays to be taken as a part of this Bill and marked Exhibit "A."

And your Orator avers that no part of the consideration named in said deed namely the sum of One Thousand Dollars was ever paid by the said Cadwell or by any one for him and that the sole and only consideration for the said conveyance was the agreement aforesaid -

And your Orator further Showeth unto your Honor that as he is informed and verily believes

12- and therefore on such information and belief ~~he~~ charges the fact to be that the said Cadwell rented Ahis property for the term of one year; but for what sum of money he is not advised and did afterwards sell said property to one Thompson but for what sum of money your Orator has no Knowledge.

And your Orator charges that the said Cadwell has utterly failed and refused to account to your Orator for the money received for said Ahis property.

And your Orator further showeth unto your Honor that as he is informed and verily believes and therefore on such information and belief ~~he~~ charges the fact to be the said Cadwell has paid to the said Jewett upon the indebtiness secured by the deed of Trust aforesaid the sum of Two Hundred and fifty Dollars and that said payment was made some time early in the summer of the year A. D. 1862; but at what precise time your Orator has no Knowledge or information.

And your Orator further showeth unto your Honor that as he is informed and verily believes the said indebtiness so secured by the said Trust Deed is still held and owned by the said Jewett but whether any other or further payments have been made thereon he has no knowledge or information and calls for a discovery from the said Jewett as to what payments have been made upon said indebtiness and the date or dates thereof. And your Orator avers that he fears that the said Jewett may sell said property under and by virtue of the provisions of said Deed of Trust. And your Orator avers and shows unto your Honor that the said land described in the

13- said writing obligatory made between the said Cadwell and your Orator is situated in the said County of Lee and State of Illinois-

And your Orator had well hoped that the said Cadwell would have credited to your Orator the sum as paid by him as aforesaid and would have accounted to your Orator for the moneys received for the Ohio property or at all events for the sum of Eight Hundred Dollars that being the lowest sum for which he was authorized to sell the same and would after deducting the balance of Two Hundred and Forty five Dollars aforesaid have paid over the remainder to your Orator and that he would have paid off his indebtedness to the said Jewett and would have executed and delivered to your Orator a good and sufficient conveyance in fee simple free and clear of all incumbrance of the said sixty acres of land. But now so it is that the said Cadwell combining and confederating with the said Jewett and others how to injure and wrong your Orator in the premises utterly refuse to do any of said things - All of which actions and doings are contrary to equity and good conscience and tend to the manifest wrong and injury of your Orator in the premises - Inasmuch therefore as your Orator is irremidable at and by the strict rules of Common Law and can only have relief in a Court of Chancery where matters of this sort are properly cognizable and relievable

May it please your Honor to grant unto your Orator a writ of Summons Commanding the said Sherman W. Cadwell and Samuel P. Jewett personally to be and appear before this Honorable Court at a time therein to be fixed and then and there full true, direct-

and perfect answer to make to all and singular the the matters aforesaid and that as fully and particularly as if the same were here repeated and they and each of them distinctly interrogated thereto, the oath of the said Cadwell this answer being however hereby waved and your Orator prays that an account may be taken to ascertain the amount due from your Orator to the said Cadwell upon the said indebtedness named in the said writing obligatory independent of the transactions in reference to the property in the State of Ohio, and that a further account be taken to ascertain what amount if any on the sum of Eight Hundred Dollars has been realized in any way by the said Cadwell of the said Ohio property and that a further account be taken to ascertain the amount now due for principal and interest upon the indebtedness from Cadwell to Jewett secured by the said deed of trust, and that upon ascertaining the amount so due to said Jewett that your Orator be authorized to pay such amount to said Jewett or to whomsoever may then be the holder of said indebtedness and that thereupon said Jewett or whoever may be the holder of said note shall be ordered and decreed to assign and transfer said note to your Orator and that he have the benefit of the same security and that for the amount of the same added to the amount which may be found due from the said Cadwell to your Orator on account of the Ohio property after deducting the sum of Two Hundred and Forty five Dollars (the amount remaining on the original contract) your Orator have a decree having the force of a judgement at law against the said Cadwell and that the said Cadwell may be ordered and decreed to convey to your Orator the North Half of the

15 South East Quarter of Section number Twenty three in Township number Twenty north Range Nine East in the said Lee County except so much land taken off the west end thereof and bounded on the West by the half section line and on the East by a line parallell thereto and at such distance as will cut off one fourth part of said Eighty acres tract, by a good and sufficient Deed of Conveyance in fee simple free from all incumbrances and that in default thereof a commissioner be appointed by this Honerable Court to make such conveyance to your Orator of all said Cadwell's interest in said land and that your Orator have such other and further relief as to your Honor shall seem need and in equity and good conscience he may be entitled to -

And your Orator as in duty bound will ever pray &c &c

Signed Nathaniel Brown

J. V. & T. W. Eustace
Solic & Atty for Compl -

State of Illinois }
Lee County } ss

Nathaniel Brown being duly sworn on his oath saith that he is the complainant named in the foregoing bill and that he has heard the same read and knows the contents thereof and that as to all the matters therein purporting to be stated of his own knowledge the same are true and as to all the other matters and things therein stated he believes them to be true -

Subscribed and sworn to before me this 13th day of November A.D. 1862 - } Signed Nathaniel Brown

Benjamin F Shaw Clerk
By L. A. Divine Deputy -

Exhibit "A"

Know all men by these presents that I Nathaniel Brown of the Town of Marion County of Lee and State of Illinois in consideration of One Thousand Dollars ($1000.00/100) received to my full satisfaction of Sherman W. Cadwell of the town County and State aforesaid do hereby release remise assign and forever Quit-Claim unto the said Sherman W. Cadwell his heirs and assigns all my right and title interest and claim both legal and equitable in a certain Lease made to me by Chauncy Veils and Marcus Bonney and Recorded in the Recorders Office of Portage County in Book 73 Page 591, also all my right title and interest and claim both legal and equitable in the Steam Saw mill erected on the lands leased from Annie Brown to John Bonney togather with the fixtures thereunto attached, also the building used by me for masting Cheese Boxes and there fixtures and a dwelling house erected on the same lot leased as above. To have and to hold the said property and lease and enjoy the privileges thereof in as full and complete a manner as the said Nathaniel Brown could enjoy the same under said lease &c as if this deed were not made. In Testimony whereof I hereunto set my hand and seal this 21st day of February 1861

Executed in presence of Nathaniel Brown [Seal]

Samuel Brown John Mueller

State of Illinois } I Samuel Brown a Justice of the Peace
Lee County } ss in and for said County do certify that Nathaniel Brown whose signature appears to this instrument and who is personally known to me to be the Person whose name is subscribed to said instrument as having executed the same appeared before me this

17- day in person and did acknowledge the same to be his free act and deed - given under my hand and seal this 21st day of Feb A.D. 1861 -

In presence of John Muckler & Samuel Brown (Seal)

State of Illinois } ss
County of Lee }

I Thomas W. Eustace Clerk of the County Court of said County do hereby certify that Samuel Brown Esq before whom the annexed instrument was acknowledged was on the 21st day of February 1861 an acting Justice of the Peace in and for said County duly commissioned and qualified as appears to me recorded - That I am well acquainted with the hand writing of said Justice and verily believe the signature to the annexed certificate of acknowledgement is taken in Conformity with the State of Illinois. In witness whereof I have hereunto set my hand and official seal at Dixon this 26th day of February A.D. 1861.

Thomas W. Eustace Clerk (Seal)

by L. A. Dwinn Deputy

Received March 26th and Recorded March 30 1861

J. T. Catlin Recorder

The State of Ohio }
Portage County } ss

Recorders Office
Ravenna Oct 29 A.D. 1862

I hereby certify the foregoing to be a true and correct copy from the record of a Quick Claim Deed from Nathaniel Brown to Thomas W. Cadwell. Recorded in Volume 78. Page 54 and 55 of Portage County Records Witness my hand and Seal of Office the date and day last above written -

James Norton Recorder

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State of Illinois }
Lee County } ss.

The People of the State of Illinois
to the Sheriff of said Lee County - Greeting

We command you that you summon
Shuman W. Cadwell and Samuel P. Jewett if
they shall be found in your County, personally to
be and appear before the circuit Court of said
Lee County on the first day of the next Term
thereof to be holden at the Court House in Dixon
in said Lee County on the Fourth Monday
of November A.D. 1862 to answer unto Nathaniel
Brown in his certain bill of Complaint filed
in our said Court, on the Chancery side thereof
And have you there and then this writ with
an Endorsement thereon, in what manner you
shall have executed the same -

Witness Benjamin F. Shaw Clerk of our said
Court and the seal thereof this thirteenth day
of November A.D. 1862 -

Court Seal

Benjamin F. Shaw Clerk
By L. A. Divine Deputy

(Endorsed)

Served the within by leaving a copy of the same with the said Sherman W. Cadwell this 14th day of November 1862 and by reading the within writ to him in his presence and hearing on said day

Fees

Leaving .50
Travel .62
Copy .25
Returning 10
1.47

A.L. Porter Sheriff
By L.P. Treadwell Deputy

State of Illinois } In the Lee County Circuit Court
Lee County } ss of the February Term A. D. 1863—

Nathaniel Brown
vs
Sherman W. Cadwell et al } In Chancery—

The answer of Sherman W. Cadwell one of the defendants in the above entitled cause—

And the said Sherman W. Cadwell defendant saving and reserving to himself all and all manner of exceptions to the manifold defects uncertainties and insufficiencies in the said Complainants bill of complaint herein filed contained for answer thereto or to so much thereof as he is advised is material to be answered unto, Says, That true it is that this defendant executed and delivered to Complainant a bond for a deed for certain lands therein described upon certain conditions therein contained, a copy of which bond this defendant believes is correctly set out in Complainants bill of complaint— But this defendant avers that at the time of the execution of said Bond Complainant paid in property and cash (as hereinafter stated) the sum of three Hundred and Sixty dollars and executed and delivered to this defendant two certain promissory notes, one for the sum of Four Hundred and Ninety Dollars payable on the first day of October 1863, and the other for the sum of three Hundred Dollars, which notes were executed and delivered to this defendant by said Complainant, at the same time of the execution and delivery of said bond and were for the balance of the purchase money due on said premises, that the incumbrance on said premises by

deed of trust to one Samuel P. Jewett was four hundred and ninety- Dollars which was due and payable on the first- day of October 1860, and that the said note given by complainant- to this defendant- for the sum of four Hundred and Ninety- Dollars as aforesaid due on the said first- day of October 1860 was to be paid to this defendant- to meet and cancell said deed of trust- to said Jewett-

This Defendant further answering admits- the payment of Three Hundred and Thirty- Dollars by Horse and Carriage and ten Dollars in cash leaving a balance due of the purchase money of Seven Hundred and Ninety- Dollars which sum was included in the two notes as above stated-

This defendant- further answering says that it is not true that the complainant sold to this defendant- a Thrashing Machine, and this defendant Expressly denies that complainant- ever sold to this defendant a Thrashing Machine at- any price whatever, And this defendant also denies that- complainant- sold to this defendant a promissory note made by one Irvine Brown for the sum of Ninety five Dollars or at- any price whatever-

This defendant- further answering admits- that- sometime in the month of October 1860 with the consent- of complainant- this defendant sold to one Henry Smith twenty- acres of the land described in said bond, and did with like consent- of complainant- endorse the sum of Two Hundred and Eighty- Dollars on the said Three Hundred Dollar note- above described-

This defendant further answering admits that said Complainant was the owner in February 1861

22- of a certain interest in Real Estate Situate in Portage County State of Ohio which real Estate this defendant believes is correctly described in Complainants bill of complaint- And this defendant further admits that he was willing to go to the State of Ohio in order to make sale of said property for complainant and that complainant conveyed said interest in said real Estate to this defendant for the purpose of giving this defendant the power and authority to dispose of said real Estate. But this defendant Expressly denies that he was to sell said property for a sum not less than Eight Hundred Dollars- This Defendant denies that there were any instructions upon the price this defendant was to sell the said property for, but avers the fact to be that it was agreed between said complainant and this defendant that this defendant should sell the said interest in said property for the best price he could in cash and in case he could not make immediate sale he was to rent said property to some responsible person until this defendant could sell said property- And this defendant further avers that said complainant was very desirous that said interest in said real Estate should be sold for cash to pay and discharge the incumbrance of Four Hundred and Ninety Dollars (then past due) to said Jewett on the land sold by this defendant to said complainant as aforesaid and that this defendant also being anxious that said incumbrance should be discharged, went to Portage County Ohio for the purpose of selling said interest in said real Estate, that said complainant as this defendant was about starting for the State of Ohio to transact said business gave said note against said Arvin Brown

23 who was a resident of said State of Ohio) to this defendant for collection and if collected this defendant was directed by said Complainant to pay the sum of fifty dollars to one Dr Hayes on a debt due from said Complainant to said Hayes and return the balance to said complainant and this defendant further avers that he applied to said Arvin Brown for payment on said note, but said Brown did not pay said note to this defendant nor any part thereof and this defendant believes that said Arvin Brown was then and is now insolvent and the said note nevertheless, that this defendant always has been and is now ready and willing to return said Note to said Complainant; And this defendant also avers that said Complainant desired and authorized this defendant to sell said Thrashing Machine for him, said Machine also being in Portage County State of Ohio, but this defendant could get only fourteen Dollars offered for said Thrashing Machine and therefore did not sell the same, that said Machine was old and nearly worn out; And this defendant believes that said Machine at the time he went to Ohio to transact said business was not worth more than fifteen to twenty Dollars.

This Defendant positively denies that he bought said Machine of said Complainant at any price or ever thought of buying said Machine.

This defendant also states the fact to be that he went to the State of Ohio for the purpose of selling and disposing of said Mill property, that when he got to Ohio he found said Mill property in very bad condition and very much out of repair, that this defendant made every effort in his power

24 to effect a sale of said property, but utterly failed to do so at that time and this defendant was compelled to rent said property.

This defendant found that there was a Judgement against said Complainant in said Portage County State of Ohio of about One Hundred Dollars besides costs and also taxes, all of which were a line on said property, that this defendant gave a lease of said property to one for one year for the yearly rent of One Hundred and Fifty Dollars, they to make all necessary repairs and at the end of said time this defendant was to pay them for the repairs or allow them to use the said Mill a sufficient length of time after expiration of said time to reimburse them for repairs so to be made as aforesaid, that the sum of One Hundred and Fifty Dollars for the rent of said Mill property was all applied in payment of and in liquidation of said Judgement and taxes and other debts owing to parties in said State of Ohio by said Complainant, a correct statement of which was made by this defendant to said Complainant with which said Complainant was entirely satisfied

This defendant avers that not one dollar of the said rents and profits of said Mill property was in any manner used by this defendant for his own benefit but that all of said rent was applied for the benefit of said Complainant as aforesaid -

And this defendant further says that not being able to sell said Mill property this defendant appointed one B. S. Griff as agent for this defendant to look up a purchaser for said Mill property, that sometime in May A. D. 1862 said agent Griff

informed this defendant by letter that said property could be sold for the sum of four Hundred Dollars in cash, and this defendant deeming it the best offer made by any person for said property during the time it had been in this defendants hands for sale as aforesaid, sold said property for the said sum of Four Hundred Dollars Cash, that this defendant paid out of the amount so received for said property the sum of Twenty five Dollars for repairs on said Mill as by agreement with the Lessors as aforesaid and for taxes on the said property, and indorsed on the Four Hundred and Ninety Dollar note the balance of the money so received for said Mill property, being the sum of Three Hundred and Twenty five Dollars.

And this defendant avers that said Mill property was sold for all it was worth in cash that the endorsement of ~~Four~~ Hundred and Twenty five Dollars on the said Four Hundred Dollar Note left a balance due on said note of One Hundred and fifteen Dollars principal, besides interest.

And this defendant avers that there is now due this defendant from said Complainant of the purchase money and interest on the same up to April first 1863 for the land described in the Bond set out in Complainants said bill the sum of One Hundred and Ninety Eight Dollars and fifty cents, upon the payment of which sum to this defendant by said complainant this defendant is ready and willing to convey said land to said Complainant provided said Complainant shall also pay to this defendant reasonable

damages for failing to pay said Four Hundred Dollar Note aforesaid —

This defendant further answering says that this defendant was put to great trouble and expense by reason of said complainants failing to pay the said Note of Four Hundred and Ninety Dollars so given for the purchase money of the land described in said bond, and due on the first day of October A.D. 1860, aforesaid, that it was agreed between Complainant and defendant that Complainant should promptly pay the said Four Hundred and Ninety Dollar note in order to enable this defendant to pay off the incumberance which one S.P. Jewett held by deed of trust on said premises, said Jewetts incumberance on said premises being for the sum of Four Hundred and Ninety Dollars.

And this defendant avers that complainant gave this defendant the said note of Four Hundred and Ninety Dollars, at the time of the sale of the said land to Complainant and fixed the time of payment on the said first day of October 1860, with special reference to the payment and discharge of the said Jewett claim on said land but by reason of which failure this defendant was put to great trouble and expense, and this defendant insists that he is entitled to at least One Hundred and fifty Dollars as damages by reason of complainants failing to pay said note —

This defendant positively denies all allegations of payments in complainants bill except the said three Hundred and Thirty Dollars in property and ten dollars in cash at the time of the

time of the making of said bond and the said Five Hundred and Eighty Dollars for the twenty acres of land sold to Smith as aforesaid, and the sum of Three Hundred and Seventy five Dollars received on sale of the said Mill property in this mailing in all the sum of Nine Hundred and Eighty five Dollars —

This defendant further answering denies that he has utterly failed and refused and still does refuse to account to Complainant for the money received for said this property, that it is not true that Complainant did not know for what sum of money said this property was rented for, but this defendant avers that defendant well knew what sum of money said property was rented for and that defendant well knew that the rents and profits of said Mill property were applied in payment of taxes and debts owing by Complainant in this and that complainant has the receipts for the same and approved of the ~~Settlement~~ Settlement of the same by this defendant & this defendant furnished said Complainant a Copy of said Lease —

This defendant further answering says that said Complainant agreed to pay to this defendant the said Five Hundred and Sixty Dollar note (so given as aforesaid for a part of the purchase money on said real Estate) promptly when due but; on the 1st day of October A.D. 1860 in order that this defendant might be able to pay and discharge said incumbrance which the said Jewett held on the same property, but said Complainant utterly failed to pay said note and this defendant was obliged

to pay and did at great Expense and trouble pay and discharge said incumbeance. And the said Jewett released to this defendant all claim to said premises, which release is now on record in said Lee County-

And this defendant insists that he is in addition to the said sum of One Hundred and Ninety Eight 57/100 Dollars due on the said land and in addition to the damages above claimed entitled to the sum of Seventy five Dollars for his Expenses and services in transacting said business in this for said Complainant-

And this defendant denies all unlawful combination and confederacies in the said bill charged, without this that any other matter or thing Material or necessary for this defendant to make answer unto and not herein or hereby well and sufficiently answered unto, confessed or avoided, traversed or denied is true to the Knowledge or belief of this defendant is ready to aver maintain and prove as this Honorable Court may direct-

And humbly prays to be hence discharged with his reasonable costs and charges in that behalf most wrongfully sustained-

W. E. Ives of Counsel for defendant- } S. H. Cadwell

State of Illinois } ss
Lee County }

Shuman H. Cadwell one of the defendants in the above entitled cause being duly sworn doth depose and say that he has heard the foregoing answer read and knows the contents thereof that all the matters and things therein are true, except such matters

and things ~~therein~~ stated ~~therein~~ upon information and belief and those he believes to be true -

S. W. Cadwell

Subscribed and sworn to before me this 28 day of March A.D. 1863. W. E. Ives N.P.

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State of Illinois } In the Circuit Court of Lee County of the
Lee County } ss June Term A. D. 1863-

Nathaniel Brown
vs
Sherman W. Cadwell } In Chancery-

The replication of Nathaniel Brown Complainant to the Separate answer of Sherman W. Cadwell-

This repliant-Saving and reserving to himself all and all manner of advantage of exception, which may be had and taken to the manifold errors uncertainties, and insufficiencies of the answer of the said defendant for replication thereunto saith that he does and will aver maintain and prove his said Bill to be true certain and sufficient in the law to be answered unto by the said defendant and that the answer of the said defendant is very uncertain ~~and~~ evasive and insufficient in the law to be replied unto by this repliant; without this that any other matter or thing 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 or avoided traversed or denied, is true; all which matters and things this repliant is ready to aver maintain and prove as this Honorable Court shall direct and humbly prays as in and by his said bill he has already prayed-

J. V. & D. W. Eustace
Solic for Complainants

State of Illinois } In the Lee County Circuit Court of the
Lee County } ss February Term A. D. 1864

Nathaniel Brown
vs
Sherman W. Cadwell } In Chancery

Sherman W. Cadwell defendant in the above cause being duly sworn doth depose and say that he cannot safely proceed to the hearing of the above cause at the present term of this court on the account of the absence of one Sheffield Dyer who is a material witness for this defendant.

That he expects to prove by said witness that Complainant Brown told said witness (at the time this defendant was in Ohio to sell the property mentioned in complainants bill) that he Brown, had given this defendant a note to collect for him (Brown) and that when this defendant returned he (Brown) would pay witness (Dyer) some money. That this defendant further expects to prove by the said witness, Dyer, that the complainant Brown claimed the Threshing Machine as his property and offered to sell witness, Dyer, the Threshing Machine in controversy long since this defendant returned from Ohio (to sell the property described in complainants bill).

This defendant further says that the witness Dyer is unable to be in attendance at this court the present term on the account of sickness not being able to sit up but is confined to his bed.

That said witness resides in the Town of Manor Lee County Illinois, that this affiant did not cause the depositions of said witness to be taken for

the reason that he supposed he could procure said witnesses personal attendance at the present term of this Court witness having promised this defendant to come without subpoena and could now if said witness was able to be out; procure his attendance as early as Thursday morning - Said witness has now been confined to his house for about three weeks -

This affiant knows of no other witness by whom he can prove the same facts, that he believes he will be able to procure the attendance of said witness at the next term of this court or procure said witness deposition to be used on the hearing of this Cause, that this application is not made for delay but that Justice may be done -

S. W. Cadwell

Subscribed and sworn to before me this 17th day of February A.D. 1864

B. F. Shaw Clerk

By L. A. Divine Deputy -

5 Ct. Stamp

State of Illinois } ss
Lee County }

In the Lee County Circuit Court
of the June Term A.D 1864 —

Nathaniel Brown
vs
Sherman W. Cadwell &
Samuel C. Jewett

Sherman W. Cadwell one of the defendants in the above entitled cause now pending and undetermined in said Court, being duly sworn according to Law on oath States that William B. Stuart who is a material witness for said defendant is a resident of the County of Coos and State of Illinois a different County from that in which said court is to be held and that affiant desires the deposition of said William B. Stuart to be read in evidence on the trial of said cause —

Subscribed and sworn to before me this day of June A.D. 1864
William E. Ives N.P.

S. W. Cadwell —

State of Illinois } In the Lee County Circuit Court
Lee County } ss of the February Term A.D. 1864 —

Nathaniel Brown
vs
Shumway W. Cadwell } In Chancery —

To the above named complainant or J. V. Eustace and A. Kenyon his Solicitors take notice that on the 29th day of January A.D. 1864 I shall sue out of the office of the clerk of the said Court under the seal thereof a dedimus potestatum or commission in the above entitled cause directed to A.T. Farr of the County of Portage and State of Ohio authorizing the said A.T. Farr to take the depositions of John Bonney B.S. Griffy Marcus Bonney Arvin Brown and David Beardsley residences of said Portage County and State of Ohio to be read in Evidence on the hearing of the above entitled cause on the part of the said defendant and that the interrogatories hereto annexed or a true copy of them to be attached to said commission to be propounded to said Witnesses

Yours &c W. E. Ives
Atty for defendant —

I hereby accept service of the within notice & the following interrogatories this day of December A.D. 1863

A Kenyon
Atty & Counsil
for complainant —

State of Illinois } In the Lee County Circuit Court
Lee County } of the February Term A.D. 1864

Nathaniel Brown
vs
Thomas W. Cadwell } Chancery—

Interrogatories to be propounded to John Bonnell B. Griffy Marcus Bonnell Annie Brown and David J. Beardsley, Witnesses in the above entitled cause to be read in Evidence on the hearing of the above entitled cause on the part of said Defendant—

Inter 1 What is your name age and place of residence

Inter 2nd Are you acquainted with the parties (complainant and defendant) to this suit? If yea, state how long you have known them respectively—

Inter 3rd Are you a relative of complainant? if yea what relative to Complainant—

Int 4th Do you know whether the complainant Brown had in February A.D. 1861 any interest in a Steam Saw Mill in Pulaski County State of Ohio. If yea state fully all that you know about his interest in said Steam Saw Mill how and from whom he received said interest the description and situation of said property and what it was worth in February A.D. 1861—

Int 5th State if you know whether the defendant Cadwell at any time after February A.D. 1861 leased to any person said Steam Saw Mill. If yea state to whom he leased the same and for what sum and for what length of time and how the rent was applied.

Int 6th State if you know whether the defendant Cadwell or his agent sold said Steam Saw Mill property. If yea, state fully when he sold it, to whom, for what price and the time of sale.

Inter 7th If in your answer to the 6th interrogatory you say he sold said Mill property. State what said Steam Mill property was worth at the time he sold it.

Inter 8th State if you know whether the defendant Cadwell ever received any of the rents of said Mill property or whether said rents were applied on repairs or otherwise.

Inter 9th Do you know whether Complainant Brown was the owner in February A.D. 1861 of a Shearing Machine in Portage County Ohio. If yea state if you know fully the situation condition and value of said Shearing Machine at that time.

Inter 10th Were you acquainted with Annie Brown of Portage County Ohio in February A.D. 1861 and wife his pecuniary circumstances. If yea state fully all you know about his ability to pay and whether he was then the owner owner of property

real or personal and how what amount—

Inter 11th State fully all that you know of the rents and profits of said Mill property from Feby A.D. 1861 what was done with the amount due for rent and whether there was any claims or incumbrances on said Mill property—

Inter 12th State if you know who was in possession of said Mill property in February 1861—
If in your answer you say that John Bonnly and Marcus Bonnly were in possession—
State fully all that you know as to how they came into possession of said Mill property—

Inter 13th Do you know of any other matters or things which will be of advantage to the defendant at the hearing of this cause. If so state fully and in detail all such matters and things as if you had been fully and particularly interrogated thereto—

Circuit Court Dedimus

State of Illinois }
Lee County } ss

The People of the State of Illinois
To A. H. Parr of the County of Portage and
State of Ohio - Greeting -

Whereas it has been represented to us that
John Bonney; B.S. Skiff Marcus Bonney; Anne
Brown and David Beardsley, residents of said
Portage County are material witnesses in a
certain cause now pending in our Circuit Court in and
for the County of Lee aforesaid between Nathaniel
Brown Plaintiff and Sherman W. Cadwell
Defendant and that the said witnesses reside
at Portage County aforesaid without the State of
Illinois and that their personal attendance
cannot be procured at the trial of the said cause
Now know ye that we, in confidence of your
prudence and fidelity have appointed you Commis-
sioner to examine the said witnesses and do
therefore authorize and require you to cause the said
witnesses to come before you at such time and
place as you may therefor designate and appoint
and diligently to examine the said witnesses on
the oath or affirmation of the said witness by
you first duly in that behalf administered and
faithfully to take the deposition of the said witnesses
upon all interrogatories inclosed with or attached
to these presents both on the part of the said Plaintiff
and of the said Defendant and none other and the same
when thus taken together with this Commission
and the said interrogatories to certify into our

said Circuit-Court with the least possible delay
Witness Benjamin F. Shaw, Clerk of
the said Court and the Seal thereof
at Dupont in said County this
Fifth day of January A.D. 1864
Benjamin F Shaw Clerk
By L.A. Divine Deputy

Court Seal

The Deposition of John Bonney B.S. Stiff Marcus
Bonney Avrie Brown and David J. Beardsley
of the County of Portage and State of Ohio -
Witnesses of Lawful age produced sworn and
examined upon their corporal oath on the twenty seventh
and Eighth days of January in the year of Our
Lord One Thousand Eight Hundred and Sixty
Four at the Office of A. N. Dan commissioner
in the township of Mantua County of Portage
and State of Ohio aforesaid by me A. N. Dan
a commissioner duly appointed by a Dedimus
Potestatem & Commission issued out of
the Clerks office of the Circuit-Court of Lee
County in the State of Illinois bearing Teste
in the name of Benjamin F Shaw Esqr Clerk
of the said Circuit-Court with the seal of the
said Court affixed thereto and to me directed
as such commissioner for the Examination
of the said John Bonney B.S. Stiff Marcus
Bonney Avrie Brown and David J. Beardsley
Witness in a certain suit and matter in
Controversy now pending and undetermined
in the said Circuit-Court wherein Nathaniel
Brown is complainant and Sherman W. Cadwell
is Defendant - in behalf of the said Defendant -

as well upon the Cross interrogatories of the Complainant - as on the interrogatories of the defendant - which were attached to or inclosed with the said commission and upon none others - The said John Bonny B. S. Griffy Marcus Bonny Annie Brown and David J. Beardsley being first duly sworn by me as witnesses in the said cause previous to the commencement of their examination to testify the truth as well on the part of the complainant - as the defendant - in relation to the matters in controversy between the said Complainant - and Defendant - so far as they should be interrogated certified and deposed as follows -

Interrogatories propounded to the said John Bonny a witness produced and sworn as aforesaid on the part of the said defendant - and his answers thereto as follows -

Interrogatory 1st What is your name age and place of residence -

Ans to 1st Inter) My name is John Bonny my age is fifty seven years [redacted] I reside in Freedom Portage County Ohio -

Inter 2nd Are you acquainted with the parties complainant and defendant - to this suit - if yea, State how long you have known them respectively

Ans. to Int 2d I am acquainted with them both - I have been acquainted with Nathaniel Brown the complainant ever since he came in Existence - I have been acquainted with Mr Cadwell some twenty years -

Int 3d — Are you a relative of Complainant, if yea, What relative to Complainant —

Ans to 3 Inter — I am Uncle —

Inter 4 — Do you know whether the complainant Brown had in February A. D. 1861 any interest in a Steam Saw Mill in Portage County State of Ohio, if yea, State fully all that you know about his interest in said Steam Saw Mill how and from whom he received said interest the description and situation of said property and what it was worth in February A. D. 1861 :

Ans to 4th Int — I don't know that he had any interest I can't say that he had any interest I did not know who had the legal title to the mill at that time, I can't remember dates, in the latter part of the winter of 1861 Mr Cadwell came to Freedom and claimed the mill he showed a title to the mill from Nathaniel Brown — When we took the mill in February 1861 it was in a very bad condition we supposed that we had bought it until Mr. Cadwell came and claimed it — I judged it was worth five Hundred Dollars —

Inter 5th — State if you know whether the defendant Cadwell at any time after February A. D. 1861 leased to any person said Steam Saw Mill if yea, State to whom he leased the same and for what sum and for what length of time and how the rent was applied —

answer 5th — Yes. he leased it to my son Marcus and myself for one year. We paid the taxes against the Mill and a note in favor of L. C. Dodge of Ravenna and a judgement in favor of David J. Beardsley amounting to One Hundred and Fifty six Dollars in all for the use of the mill one year and Mr Cadwell was to keep the mill in repair

Intr 6 — State if you know whether the defendant Cadwell or his agent sold said Steam Saw Mill property. If yea, State fully whom he sold it to whom for what price and the ~~time~~ time of sale.

Ans to 6th Int — I suppose from the circumstances that Mr. B. S. Skiff as agent for Mr Cadwell. Sold the Saw Mill to Mr Charles D. Thompson for Four Hundred Dollars.

Intr 7th — If in your answer to the 6th interrogatory you say he sold said Mill property, State what said mill property was worth at the time he sold it.

Ans to 7th int — It is my opinion it was worth Five Hundred Dollars

Intr 8th — State if you know whether the defendant Cadwell ever received any of the rents of said Mill property or whether said rents were applied on repairs or otherwise.

Ans to 8th Int — I dont know that Cadwell ever received any of the rents, the rents was applied in paying back taxes and a note in favor of L. C. Dodge and a judgement in favor of D. J. Beardsley which is I suppose against Nathaniel Brown

Inter 9th — Do you know whether Complainant Brown was the owner in February 1861 of a Threshing Machine in Portage County State of Ohio, if yea, State if you know fully the situation condition and value of said Threshing Machine at that time —

Ans to 9th Int — There was a Threshing Machine there at his Father's that I supposed that Nathaniel owned, the house shed was in the road at his Father's Avery Brown's and the Separator was under the shed I dont know the value of said Threshing Machine

Inter 10 — Were you acquainted with Avery Brown of Portage County Ohio in February A.D. 1861 and with his his pecuniary circumstances, If yea, State fully all you know about his ability to pay and whether he was then the owner of property real or personal and to what amount —

Ans to 10th Int — I have been acquainted with him a good many years in regard to his pecuniary circumstances there has been some changes then and I could not tell what he was worth at that time

Inter 11th — State fully all that you know of the rents and profits of said Mill property from February A. D. 1861 — What was done with the amount due for rent and whether there was any claim or incumbrance on said Mill property —

Ans to 11th Int — The rents went as before stated — I dont know that there was any incumbrance on said property

Inter 12th State if you know who was in possession of said Mill property in February 1861 - If in your answer you say that John Bonny and Marcus Bonny were in possession State fully all that you know as to how they came into possession of said Mill property

Ans to 12th Int - We were in possession at that time, the way we came in possession, Nathaniel Brown made his Father sell the Mill property immediately and pay the claims or debts against Nathaniel Brown - We bought the Mill and paid the claims as before stated -

Inter 13th Do you know of any other matters or things which will be of advantage to the defendant at the hearing of this cause - If so state fully and in detail all such matters and things as if you had been fully and particularly interrogated thereto -

Ans to 13th Int - I don't think of any thing further -

John Bonny

Subscribed and sworn to before me this 27th day of January A D 1864

A. McClane
Commissioner

Interrogatories propounded to the said B. S. Griff a witness produced and sworn as aforesaid on the part of the said Defendant and his answers thereto as follows -

Inter 1st - What is your name age and place of residence -

Ans to 1st Int - My name is B. S. Griff my age is Forty Five years I reside in Huron Portage Co. Ohio -

Inter 2 - Are you acquainted with the parties complainant and defendant to this suit. If yea, State how long you have known them respectively -

Ans to 2 Inter - I am acquainted with them I have been acquainted with Brown some 30 years and with Cadwell over 20 years -

Inter 3d - Are you a relative of complainant. If yea, What relation to Complainant -

Ans to 3d Int - I am Cousin thereto -

Inter 4th - Do you know whether the Complainant Brown had in February A. D. 1861 any interest in a Steam Saw Mills in Portage County State of Ohio - If yea State fully all that you know about his interest in said Steam Saw Mill how and from he received said interest - the description and situation of said property and what it was worth in February A. D. 1861 -

Ans 4th Inter - I suppose that he had an interest in said Saw Mill. I suppose that he Brown claimed his title from Viets and Bonney - the condition of said Mill in February 1861 was bad - I am not much acquainted with such property - I do not know

what it was worth in February A. D. 1861

Inter 5th — State if you know whether the defendant Cadwell at any time after February A. D. 1861 leased to any person said Steam Saw Mill. if yea State to whom he leased the same and for what sum and for what length of time and how the rents are applied

Ans 5th Inter — He did lease it to John and Marcus Bonney for one year - I dont recollect the amount that Cadwell was to receive for the rent, the rent was to be applied in paying a certain Judgement in favor of David J. Bradley a note in favor of L. C. Dodge and the back Taxes on the mill the amount I dont know

Inter 6th — State if you know whether the Defendant Cadwell or his agent sold said Steam Mill propety. If yea, State fully when he sold it. to whom and for what price and the terms of Sale—

Ansr 6th Inter — I had power of Atty - to sell or dispose of said Steam Saw mill. I sold the saw mill some time in May A. D. 1862 to Charles D. Thompson for Four Hundred Dollars cash in hand

Inter 7th — If in your answer to the 6th interrogatory you say he sold said Mill propety State what said Mill propety was worth at the time he sold it

Ans to 7th Int - I dont know what it was worth—

Inter 8th — State if you know whether the defendant Cadwell ever received any of the rents of said Mill propety or whether said rents were applied on repairs or otherwise

Ans 8th Inter - I don't know whether he received any rents only those before Stated

Inter 9th 49

Do you know whether complainant Brown was the owner in February A.D. 1861 of a Threshing Machine in Portage County State of Ohio - If yea, State if you know fully the situation condition and value of said Threshing Machine at that time -

Ans 9th Inter

I suppose he owned a Threshing Machine, there was one at his Factory - I dont know what condition the machine was in in February A.D. 1861 - I dont know the value of the machine at the time referred to

Inter 10th

Were you acquainted with Amos Brown of Portage County State of Ohio in February A.D. 1861 and with his pecuniary circumstances, If yea state fully all you know about his ability to pay whether he was the owner of property real or personal and to what amount

Ans 10th Inter

I am acquainted with Amos Brown of Portage Co Ohio and was in Feb 1861 as to his pecuniary circumstances I do not know he had been considered worth property but when he got out of it I dont know

Inter 11th

State fully all that you know of the rents and profits of said Mill property from February A.D. 61 what was done with the amount due for rent and whether there were any claims or incumbrances on said Mill property -

Ans 11th Inter

I could not state any thing further than stated in answer to 8th Interrogatory - I know of no incumbrances except the taxes -

Inter 12th

State if you know who was in possession of said Mill property in February 1861 - If in your answer you say John Bonney and Marcus Bonney were in possession State fully all that you know how they came

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into possession of said Mill property—

Anst to 12th Int. John and Marcus Bonney was in possession of said Mill property in Feb A.D. 1861 I donot know how they came in possession of said Mill property—

Interr 13th Do you know of any other matters or things which will be of advantage to the defendant at the hearing of this cause If so State fully and in detail all such matters and things as if you had been fully and particularly interrogated thereto

Anst to 13th Int. At the Expiration of the year the Bonneys claimed some 36 dollars for repairs, they used the mill for part pay the balance some seventeen dollars I paid them in money received from the sale of the Mill

B. S. Griff—

Subscribed and sworn to before me this 27th day of January A.D. 1864—

A. N. Starr
Commissioner

Interrogatories propounded to the said Marcus Bonney a witness produced and sworn as aforesaid on the part of the said defendant and his answers as follows—

Ints. Interr. and Ans. Int. What is your name age and place of residence My name is Marcus Bonney, my age thirty one years— I reside in Mantua Portage County Ohio

5-1

Inter 2d — Are you acquainted with the parties Complainant and defendant to this suit— If yea, State how long you have known them respectively—

Ans to 2d Inter — I am acquainted with the complainant— I have been acquainted with him twenty five years. I am not acquainted with the defendant—

Inter 3d — Are you a relation of Complainant; If yea what relation to Complainant—

Ans to 3d Inter — I am related to Complainant— I am cousin to Complainant—

Inter 4th — Do you know whether the Complainant Brown had in February 1861 any interest in a Steam Saw Mill in Portage County State of Ohio If yea State fully all that you know about his interest in said Steam Saw Mill how and from whom he received said interest the description and situation of said property and what it was worth in February A.D. 1861—

Ans to 4th Inter — I suppose that Complainant Brown had an interest in a Steam Saw Mill in Portage County at the time referred to. The Complainant Brown received ownership over the Mill property in February A.D. 1861. He received his interest from Chauncey Viets and Marcus Bonny The property consisted of one Saw Mill, Shave Box factory, a small dwelling house and a leased lot of sufficient dimensions or size to accomadate the property— The condition of the saw mill was bad the rest of the property was in a better condition than the mill— I considered the property worth

from Six to Eight Hundred Dollars in Feb A.D. 1861 to any person wanting such property

Inter 5th State if you know whether the defendant Cadwell at any time after February A.D. 1861 leased to any person said Steam Saw Mill. If yea State to whom he leased the same and for what sum and for what length of time and how the rent was applied

Ans to 5th Inter He leased said Saw Mill to my Father John Bonney and myself. I cant tell precisely the amount it was rented for but it was some One Hundred & ~~Fifty~~ forty odd Dollars. We leased it for one year. The rent was applied in paying a judgement in favor of David J. Beardsley and a note in favor of S. C. Dodge of Ravenna and the back taxes amounting in all to One Hundred & Sixty Dollars.

Inter 6th State if you know whether defendant Cadwell or his agent sold said Steam Mill property If yea State fully when he sold it to whom for what price and the terms of sale.

Ans to 6th Inter Mr. B. S. Griffy sold said Mill property to Charles D. Thompson in May 1862 for four Hundred Dollars cash in hand

Inter 7th If in your answer to 6th Interrogatory you say he sold said Mill property state what said Steam Mill property was worth at the time he sold it.

Ans to 7th Inter It was worth to any person wanting such property from Six or Eight Hundred Dollars

Inter 8th State if you know whether the defendant Cadwell ever received any of the rents of said Mill property or whether said rents were applied on repairs or otherwise

Ans to 8th Int I do not know that he did receive any of the rents The rents were applied as stated in my answer to the 5th interrogatory

Inter 9th Do you know whether complainant Brown was the owner in February A.D. 1861 of a Thrashing Machine in Portage County Ohio. If yea, State if you know fully the situation condition and value of said thrashing Machine at that time —

Ans to 9th Inter There was a thrashing machine of Complainants Partners which I supposed belonged to Complainant The horse power stood in the road and the Separator was ~~is~~ under the shed — I dont know what the condition was — I should think probably it was worth One Hundred Dollars —

Inter 10th Were you acquainted with Avris Brown of Portage County Ohio in February A.D. 1861 and with his pecuniary circumstances — If yea ~~state~~ fully all you know about his ability to pay and whether he was then the owner of property real or personal and to what amount

Ans to 10th Int I was — I dont know anything about his pecuniary circumstances —

Inter 11th State fully all that you know of the rents and profits of said ~~the~~ Mill property from February A.D. 1861 — What was done with the

5th amount due for rent and whether there was any claims or incumbrances on said Mill property—

Ans to 11th Inter I donot know of any rents or profits being applied otherwise than I stated in answer to the 5th Interrogatory — I dont know of any incumbrance except the back taxes on the mill—

Inter 12th State if you know who was in possession of said mill property in February A.D. 1861. If in your answer you say that John Bonney and Marcus Bonney was in possession state fully all that you know as to how they came into possession of said Mill property—

Ans to 12th Int My Partner John Bonney and myself was in possession of the mill property in February A.D. 1861— We supposed we had bought it We made a bargain for the property with Lyman Brown Complainants Brother & supposed agent of complainant—

Int 13th Do you know of any other matters or things which will be of advantage to the defendant at the hearing of this cause — If so state fully and in detail all such matters and things as if you had been fully and particularly interrogated thereto—

Ans 13th Int I do not know anything further —

Marcus Bonney

Subscribed and sworn to before me this 28th day of January A.D. 1864

A. A. Van Commissioner

Interrogatories propounded to the said Irwin Brown a witness produced and sworn as aforesaid on the part of the said defendant and his answers thereto as follows—

Inter 1st — What is your name age and place of residence

Ans to 1st Inter — My name is Irwin Brown my age is fifty nine years— I reside in Freedom Portage County Ohio

Inter 2d — Are you acquainted with the parties complainant and defendant to this suit— If yea State how long you have ~~been~~ known them respectively—

Ans to 2d Int — I am— I have known Nathaniel Brown ever since he was born and Cadwell some twenty years—

Inter 3d — Are you a relative of Complainant. If yea what relation to Complainant—

Ans to 3d Int — I am related to him he calls me Father I suppose he is my son—

Inter 4th — Do you know whether complainant Brown had in February A. D. 1861 any interest in a Steam Saw Mill in Portage County State of Ohio. If yea State fully all that you know about his interest in said Steam Saw Mill how and from whom he received said interest the description and situation of said property and what it was worth in February A. D. 1861—

Ans to 4th Inter — I cant tell whether he had any interest or not in said Saw Mill in February 1861— He had an interest in said Saw mill some time—

5-6 He bought one half of the mill of Chauncy Veits the other half of Marcus Bonney what time he came in possession I cant tell I cannot tell what the situation of said saw mill was in February A.D 1861 nor what it was worth

Inter 5th State if you know whether the defendant Cadwell at any time after February A.D. 1861 leased to any person said Steam Saw Mill - If yea state to whom he leased the same and for what and for what length of time and how the rent was applied

Ans to 5th Inter I cant tell anything about it -

Inter 6th State if you know whether the defendant Cadwell or his agent sold said Steam Saw Mill property - If yea, state fully when he sold it - to whom for what price and the terms of sale

Ans to 6th Int - Cant tell anything about it -

Inter 7th If in your answer to the 6th interrogatory you say he sold said mill property state what said Steam mill property was worth at the time he sold it -

Ans to 7th Int - Cant tell any thing about it, it is out of my line of business to deal in mill property

Inter 8th State if you know whether the defendant Cadwell ever received any of the rents of said Mill property or whether said rents were applied on repairs or otherwise -

Ans to 8th Int - Cant Tell

5-7

Inter 9th — Do you know whether Complainant Brown was the owner in February 1861 of a Threshing Machine in Portage County Ohio, If yea state if you know fully the situation condition and value of said Threshing Machine at that time

Ans to 9th Inter — He owned a Threshing Machine and when he went away he left it there under my charge, the horse power stood in the road — I dont know what it was worth at that time or in February 1861

Inter 10th — Were you acquainted with Orrin Brown of Portage County Ohio in February A.D. 1861 and with his pecuniary circumstances. If yea State fully all you know about his ability to pay and whether he was then the owner of property real or personal and to what amount

Ans to 10th Inter. — I am somewhat acquainted with Orrin Brown and my pecuniary circumstances in February A.D. 1861 — I was worth at that time Twelve Hundred and fifty Dollars clear from all debts —

Int — 11th — State full all that you know of the outs and profits of said mill property from February A.D. 1861 what was done with the amount due for rent and whether there were any claims or incumbrances on said mill property —

Ans to 11th Int — Dont know anything about it, only what has been stated —

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Int-12th State if you know who was in possession of said mill property in February A.D. 1861 If so your answer you say that John Bonney and Marcus Bonney were in possession State fully all that you know as to how they came into possession of said Mill property—

Ans to 12th Int. John & Marcus Bonney was in possession of said Mill property in February A.D. 1861 the Bonneys bought the property of Lyman Brown

Inter 13th Do you know of any other matters & things which will be of advantage to the defendant at the hearing of this cause If so state fully and in detail all such matters and things as if you had been particularly interrogated thereto

Ans to 13th Int I dont know any thing more about it—

Arvin Brown

Subscribed and sworn to before me this 27th day of January A.D. 1864

A. H. Hare

Commissioner

Interrogatories propounded to the said David J. Beardsley a witness produced and sworn as aforesaid on the part of the said defendant and his answers thereto as follows

Inter 1st and Inter 1st — What is your name age and place of residence

My name is David J. Beardsley, my age is fifty two, I reside in Freedom Portage Co Ohio

Inter 2d — Are you acquainted with the parties complainant and defendant to this suit. If yea state how long you have known them respectively

Ans to 2d Inter — I have been acquainted with them over twenty years

Inter 3d — Are you a relative of Complainant if yea what relation to Complainant

Ans to 3d Inter — No relation

Inter 4th — Do you know whether the Complainant Brown had in February A.D. 1861 any interest in a Steam Saw Mill in Portage County State of Ohio If yea state fully all that you know about his interest in said Steam Saw Mill how and from whom he received said interest the description and situation of said property and what it was worth in February A.D. 1861

Ans to 4th Inter — I cant say that I know anything about his interest in said Steam Saw Mill from the parties to this suit. I suppose he obtained his interest from Veits Tommy, the condition of the property was bad it was well run down

I should think it was worth from four to Five Hundred Dollars -

Inter-5th State if you know whether the defendant Cadwell at any time after February A. D. 1861 leased to any person said Steam Saw Mill. If yea State to whom he leased the same and for what sum and for what length of time and how the rent was applied

Ans to 5th Inter I suppose that Mr John Marcus Bonney leased the mill as Mr John Bonney paid me one Hundred and Twenty dollars on a judgement I held against Clemmen Chamberlain and Charles Chamberlain as principal Debtors and Nathaniel Brown and Orrin Brown as Endorsers which judgement Mr Bonney said was to pay a part of the rent of the Saw Mill for the year

Johnson knows nothing concerning the 6, 7, 8, 9 & 13 interrogatories & does not wish to be called here

Inter 10th Were you acquainted with Orrin Brown of Portage County Ohio in February A. D. 1861 and with his pecuniary circumstances. If yea, State fully all you know about his ability to pay and whether he was then the owner of any property real or personal and on what amount

Ans to 10th Inter Up to about that time I considered him good for a small amount say One Hundred Dollars About that time changes were made with his property and why and for what purpose I cant tell and he ceased to be considered good for a debt -

Inter 11th State fully all that you know of the rents and profits of said Mill property from February A D 1861 What was done with the amount due for rent - and whether there was any claims or incumbrances on said Mill property -

Answ 11th Inter - Mr Bonney paid me One Hundred & Twenty Dollars which he said was to pay rent - I know of no incumbrance except taxes -

Inter 12th State if you know who was in possession of said Mill property in February 1864. If in your answer you say that John Bonney and Marcus Bonney were in possession, State fully all that you know as whow they came into posses of said mill property -

Answ 12th Inter - John and Marcus Bonney went into possession about that time I don't know how they got possession They told me they bought it of Nathaniel Bowers brother Lysander by authority from Nathaniel Bowers -

David J Beardsley -

Subscribed and sworn to before me this 27 day of January A.D. 1864 A.A. Van Commissioner

I A.A. Van of the County of Portage and State of Ohio a Commissioner duly appointed to take the depositions of the said John Bonney R.S. Sikes Marcus Bonney Orrin Brown and David J. Beardsley witnesses whose names are annexed subscribed to the foregoing depositions do hereby certify that previous to the Commencement of the Examination of the

John Bonney B. S. Griff. Marcus Bonney Orrin Brown and David J. Beardsley as witnesses in the said suit between the said Nathaniel Brown Plaintiff and the said Sherman W Cadwell defendant, they was each duly sworn by me to testify the truth in relation to matters in controversy between the said Nathaniel Brown plaintiff and the said Sherman W. Cadwell defendant so far as they should be interrogated concerning the same that the said depositions was taken in my office in the township of Mantua in the County of Portage and State of Ohio on the 27th and 28th days of January A.D. 1854 and that after said depositions was taken by me as aforesaid the interrogatories and answers thereto as written down were read over to the said witnesses and that thereupon the same was signed and sworn to by the said deponents John Bonney B. S. Griff Marcus Bonney Orrin Brown and David J. Biddsley before me the oath being administered by me A. N. Dan at the place and on the day and year last aforesaid —

signed A. N. Dan
Commissioner

Costs — Witness Fees: John Bonney .65 cts
B. S. Griff .50
Marcus Bonney .50
Orrin Brown .65
D. J. Beardsley .75

Constables fee in serving subpoena 1.00

$4.05

Commissioners fees

Subpoena for five witnesses	.35
Swearing the same	.25
For writing Depositions 5 12c mdz 15 cts per 100.	5.12
Certificate	25
Postage	21
Total Commissioners fees 761	6.68
	4.05
Total Costs	$10.23

64 The Deposition of B. S. Stiff of the County of Portage and State of Ohio, a witness of lawful age produced and sworn and Examined upon his corporal oath on the Eighth day of July in the year of our Lord One Thousand Eight Hundred and Fifty Four at the Office of A. A. Farr in Mantua township in said County of Portage and State of Ohio aforesaid by me A. A. Farr a Commissioner duly appointed by a Dedimus Potestatem or commission issued out of the Clerks office of the Circuit of Lee County in the State of Illinois bearing Teste in the name of Benjamin F Shaw Clerk of the said Circuit Court with the seal of the said Court affixed thereto and to me directed as such commissioner for the Examination of the said B. F. Stiff a witness in a certain suit and matter in controversy now pending ~~in~~ and undetermined in the said circuit Court, wherein Nathaniel Browne is plaintiff and Sherman N. Caldwell and Samuel P. Jewett are defendants on the part of the said Defendants as well upon the cross interrogatories of the Plaintiff as on the interrogatories of the defendants which were attached to and enclosed with the said commission and upon none others, the said B. S. Stiff being first duly sworn by me as a witness in the said cause previous to the commencement of his Examination to testify the truth as well on the part of the plaintiff as the defendants in relation to the matters in controversy between the said Plaintiff and Defendants as far as he should be interrogated - deposed and deposed as follows -

Interrogatory 1st- What is your name age and occupation and place of residence!

Answer My name is B. S. Stiff- I am 45 years of age- I am a farmer by occupation- I reside in Hiram Portage County Ohio-

Int-2 Do you know the parties Complainant and Defendant in this cause or either and which of them and how long have you known them respectively-

Answer I am acquainted with Complainant Brown and Defendant Cadwell and have been acquainted them for over 20 years, the defendant Jewett I know nothing about=

Int-3 Do you know the mill property in Portage County Ohio formerly owned or claimed by Nathaniel Brown the complainant herein, if yea, state what the condition of said property was in February or March 1861 and what it was worth at that time in Cash-

Answer I knew the property in February or March 1861, the condition of the property was bad, a good deal out of repair- The value of the property I could not state not being a judge of such property- Some 15 months after the time refered to and after a good amount of repairing was done the best offer I could get for the property in cash was Four Hundred Dollars-

Int-4th Do you know whether defendant Cadwell in February or March 1861 made any effort to sell said Mill property, if yea, state fully what efforts said

Cadwell made and what offers he got - if any for said prpsty and how the paymts were to be made -

Answer I cant say that I know of his having any offers for the prpsty - I knew that he made efforts to sell the prpsty - What offers he had I don't know -

Int - 5th State if you know what said Mill prpsty consisted of -

Answer A Steam Saw Mill Cheese Box factory and a dwelling house, all on leased land -

Int - 6th Did defendant Cadwell authorize you as his agent to rent or sell said prpsty; if yea, state fully what you done in the premises, whether you rented said ~~premises~~ prpsty and what for and whether you sold said prpsty and for how much and when -

Answer The defendant Cadwell authorized me to sell said Mill prpsty as his agent and at the expiration of the time that Cadwell had rented the prpsty there was still due the parties who rented the prpsty quite an amount for repairs and I extended the time that Cadwell had rented it so as to pay the claims for repairs against the Mill and at the time I sold the mill there was some Seventeen Dollars Still due for repairs on the mill -

Int - 7th Do you know whether defendant Cadwell in February or March 1861 - rented said Mill prpsty; if yea, state fully whether the rent was applied for the benefit of Complainant or defendant, How much rent was paid or agreed to be paid, And fully how the rent was paid whether in money or repairs or in Satisfying Judgements

either or in part of all or if part was paid in satisfying Judgements or Notes - State fully the parties to the Judgement - And whether the Complainant Brown was liable on the Judgement, in what way he was liable and fully all you know about the matter -

Answer Mr Cadwell the defendant rented the Mill to John and Marcus Bonney for one year, the rent was to be applied in paying a Judgement in favor of S. J. Beardsley and against Nathaniel Brown - a note in favor of D. C. Dodge and against Nathaniel Brown and a note in favor of Isaac Phelps and against Nathaniel Brown and also the back taxes on the Mill -

Int 8th Did you as the agent of defendant Cadwell sell or contract a sale of said Mill property, if yea, state when you sold or contracted a sale, for how much the property was sold for, how the payment or payments were made and whether or not said property was sold for the best price it could be sold for at any time during your agency -

Answer I did sell said Mill property to S. Thompson I think in May 1862 for Four Hundred Dollars cash in hand and that was the only offer that I could get for the property in cash in hand. I could have sold the Mill property to the Bonney's for Five Hundred Dollars in slow small payments -

Int - 9th Did defendant Cadwell leave a note with you against one Annis Brown for collection -
If yea, state how much the note was for to whom payable, if you made any effort to collect

the note and whether said note was collected and did you offer to sell or discount said note, what offers did you get for said note if any-

Answer He left a note against Aurie Brown with me to collect, I think the face of the note was ninety five Dollars payable to Nathaniel Brown, I tried to collect the note but at no time found him able or willing to pay it- I offered to discount the note but could not get an offer at any figure among his acquaintances-

Int 10th Did complainant Brown own a Thrashing Machine in Portage County Ohio in February or March 1861 If yea, state as near as you can what said Machine was worth at that time, or about what it was worth and state fully its condition at that time was, whether or not you have tried to use the Machine and fully whether you could or not use it-

Answer- He did own a thrashing Machine at that time- I could not state what it was worth, it was not very valuable, It is only worth what the Irons about it are worth- The condition was very bad- I undertook to use the Machine and by borrowing belts from the box factory we belted it and undertook to use it but found it so much out of repair that we gave it up-

Lastly Do you know of other matter or things touching the matters in controversy in this cause that may tend to the Advantage of the defendant in addition to what you have already stated, if yea, State the same as fully and at large as if you had been particularly interrogated in reference thereto-

Answer

I don't know that I can tell any thing more about unless I cover almost the same ground.
Some time in February or March 1861 the defendant Cadwell came to this town about the Mill property, he found the property in the possession of John & Marcus Bonny, they claimed that they had bought the Mill property of Lyman Brown as agent for Nathaniel Brown and had paid the Judgements & Notes against Nathaniel Brown as before stated amounting in all to near two hundred dollars, the mill was advertized for sale to pay the back taxes — Cadwell the defendant rented the mill property of John & Marcus Bonny for one year to pay or satisfy the Bonnys for the amount they had already paid for Nathaniel Brown as before stated — At the time the defendant Cadwell was here in February or March 1861 he authorized me as his agent to sell the Mill property — I held it in Market and tried to sell it for some 15 months and I think in May 1862 I sold the property to D. Thompson for Four Hundred Dollars cash in hand as before stated, that being the best offer that I could get at — cash in hand —

And further the deponent saith not —

B. S. Griffy

Fees — Witness .50
Writing Deposition 1750 words 10 cts per 100 1.75
Certificate .25
Stamps .05
Postage .18
Swearing wit 6 cts per hour .10

$2.83

I. A. N. Dan of the County of Portage and State of Ohio a Commissioner duly appointed to take the deposition of the said B. S. Griff a witness whose name is subscribed to the foregoing deposition do hereby certify that previous to the commencement of the examination of the said B. S. Griff as a witness in the said suit between the said Nathaniel Brown Plaintiff and the said Sherman W. Cadwell and Samuel P. Jewett defendants, he was duly sworn by me to testify the truth in relation to the matters in controversy between the said Nathaniel Brown Plaintiff and the said Sherman W. Cadwell and Samuel P. Jewett defendants so far as he should be interrogated concerning the same - That the said deposition was taken in my office in the township of Mantua in the County of Portage and State of Ohio on the 8th day of July 1864 and that after said deposition was taken by me as aforesaid the interrogatories and answers thereto as written down were read over to the said witness and thereupon the same was signed and sworn to by the said deponent B. S. Griff before me at the place and on the day and year last aforesaid

R. N. Dan
Commissioner



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State of Illinois } In Circuit Court of Lee County
Lee County } To June Term 1864

Nathaniel Bowne
vs
Thomas W Cadwell &
Samuel P Jewett

In Chancery—

The above named Plaintiff or Knyon & Ryan his attorneys are hereby notified that on the Eleventh day June A.D. 1864 I will issue out of the office of the Clerk of the Circuit Court of the said County a dedimus potestatum or Commission to be directed to A.S. Van Esqr of the County of Portage and State of Ohio as Commissioner to take the deposition of B.S. Stiff of said Portage County and State of Ohio to be used in Evidence on the trial of the above entitled Cause now depending and undetermined in the Circuit Court of said County on the Chancery side thereof and that a copy of interrogatories hereto attached will be appended to said dedimus potestatum or Commission to be propounded to said witness on the part and in behalf of the said defendant; and you can file cross interrogatories and join in said commission if you see fit—

W. E Ives
defendants atty.

To Knyon & Ryan.
Compl Sol

I hereby accept service of a copy of the within notice and interrogatories this first day of June A.D. 1864—

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State of Illinois }
Lee County } Ss.

Interrogatories to be propounded to B. S. Skiff witness to be produced and sworn and examined under and by virtue of the dedimus protestatum or commission to be issued in pursuance of said notice hereto annexed—

I What is your name age occupation and place of residence—

II Do you know the parties Complainant and defendant in this cause or either and which of them, and how long have you known them respectively

III Do you know the Mill property in Portage County Ohio formerly owned or claimed by Nathaniel Brown the Complainant herein, if yea, state what the condition of said property was in February or March 1861. And what it was worth at that time in Cash—

IV Do you know whether the defendant Cadwell in February or March 1861 made any effort to sell said Mill property, if yea, state fully what efforts said Cadwell made and what offers he got if any for said property and how the payments were to be made—

V State if you know what said Mill property consisted of—

VI Did defendant Cadwell authorize you as his agent to rent or sell said property, if yea, State fully what you done in the premises whether you rented said property and what for, And whether you sold said property and for how much and when —

VII So you know whether defendant Cadwell in February or March 1861 rented said Mill property If yea State fully whether the rent was applied for the benefit of Complainant or defendant — How much rent was paid or agreed to be paid and fully how the rent was paid whether in money or repairs or in Satisfying Judgments or either or in part of all — or if part was paid in satisfying Judgments or Notes — State fully the facts to the Judgment, and whether the complainant Brown was liable on the Judgment in what way he was liable and fully all you know about the matter —

VIII Did you as the agent of defendant Cadwell sell or contract a sale of said Mill property, if yea State when you sold or contracted a sale for how much the property was sold for how the payment or payments were made and whether or not ~~said~~ property was sold for the best price it could be sold for at any time during your Agency —

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IX Did defendant Cadwell leave a note with you against one Avins Brown for collection, if yea State how much the note was for, to whom payable - And if you made any effort to collect the note and whether said note was collectable; or did you offer to sell or discount said note and what offers did you get for said note if any -

X Did complainant Brown own a Thrashing Machine in Portage County Ohio in February or March A.D. 1861 - If yea, State as near as you can what said Machine was worth at that time or about what it was worth, and state fully what its condition at that time was and whether or not you have had to use the Machine and fully whether you could or not use it -

Lastly Do you know of any other matter or thing touching the matters in Controversy in this cause that may tend to the advantage of the Defendant in addition to what you have already stated; if yea state the same as fully and at large as if you had been particularly interrogated in reference there to

W. E. Ives - Atty for Defendant

Circuit Court Sedimus

State of Illinois }
Lee County } ss

The People of the State of Illinois
To A.T. Van Cagr Mantua Station Portage
County State of Ohio Greeting:

Whereas it has been represented to us
that B.S. Griff of said County of Portage and
State of Ohio is a material witness in a
certain cause now pending in our Circuit Court
in and for the County of Lee aforesaid between
Nathaniel Brown Plaintiff vs. Sherman
W. Cadwell and Samuel P. Gantt as defendants
and that the said witness resides at Portage
County aforesaid, without the said state of
Illinois and that his personal attendance
cannot be procured at the trial of the said Cause
Now know ye that we, in confidence of your
prudence and fidelity have appointed you
Commissioner to examine the said witness and
do therefore authorize and require you to cause
the said witness to come before you at such time
and place as you may therefor designate and
appoint and diligently examine the said witness
on the oath or affirmation of the said witness by
you first duly in that behalf administered and
faithfully reduce the deposition of the said witness
upon all the interrogatories enclosed with or
attached to these presents, both on the part of the
said Plaintiff and of the said Defendants and
none other; and the same when thus taken together

with this Commission and the said Interrogatories to certify into our said Circuit Court with the least possible delay.

Witness Benjamin F. Shaw Clerk of said Court and the seal thereof at Dixon in said County this thirteenth day of June A.D. 1864.

Court Seal

Benjamin F. Shaw Clerk

By L. A. Sinnit Deputy.

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State of Illinois } In Sd County Circuit
Sd County } ss Court of the June Term
A. D. 1864.

Nathaniel Brown
vs
Sherman W. Cadwell &
Samuel P. Jewell } In Chancery.

The above named plaintiff or Kenyon & Ryon his Solicitors are hereby notified that on the 17th day of June A. D. 1864 between the hours of nine A. M. and six o'clock P. M. of said day at the City of Chicago in the State of Illinois I shall proceed to take the deposition of William B. Stewart a resident of said County of Cook and State of Illinois before John Cuttenson (No 6 N. Clark St) Esqr a Justice of the Peace in and for said County of Cook and State of Illinois or some other officer authorized by law to take depositions in such cases to be read in Evidence on the trial of the above entitled cause on the part and in the behalf of said defendant Cadwell at which time and place you can appear and Cross Examine said witness if you see fit.

W. C. Ives Atty for Defdnt

To Nathaniel Brown or
Kenyon & Ryon Solrs.

I hereby acknowledge service of a copy of the within notice this 3d day of June A. D. 1864

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Chicago June 16 1864

It is hereby stipulated between the parties to the within named suit that the Deposition of Wm B. Stewart may be taken on this 16th day of June 1864 without objection on account of the day on which it was taken or on account of the notice

A Kinyon
Solic for Complainant
W. A Iver
Atty for Defendant

Nathaniel Brown
vs
Shuman Cadwallr
Samuel P. Jewett

Deposition of Wm B. Stewart a resident of the County of Cook and State of Illinois aged about 37 years a witness on the part of the Defendant in the above entitled ~~suit~~ suit now pending in the See County Circuit Court of the June Term A. D. 1864 in the State aforesaid produced sworn and Examined before John Cuthbertson a Justice of the Peace for the County of Cook and State of Illinois on the 16th day of June A. D. 1864 at the office of said Justice in the City of Chicago taken by virtue of the annexed notice said witness being first duly sworn deposes and says as follows -

1st Interr What is your name age occupation and place of residence -

Ans to 1st Interr My name is William B. Stewart age 37 years Hotel Keeper Chicago City

Interr 2d — Are you acquainted with the Complainant — Nathaniel Brown and Sherman W Cadwell Defendant — in this suit. if yea how long have you been acquainted with them

Answer to 2d Interr — I have been acquainted with Sherman W. Cadwell some fourteen years and with Nathaniel Brown four or five years —

Interr 3d — Do you remember anything about a contract — between Complainant - Brown and Defendant Cadwell about the sale or disposal by said Cadwell of a certain Mill property — in Portage County Ohio, If yea State fully all you know about it and upon what terms and conditions if any said Cadwell was to dispose of said Mill property —

Answer to 3d Interr — Mr Brown Complainant - came to my office in Amboy Lee County and Mr Cadwell was to go to Ohio and dispose of said Mill property and the proceeds of the sale was to be credited to Mr Brown on some "land" if he Brown had purchased from Cadwell, there was a power of Attorney talked over whether it was ever there before I cannot say however I saw the power of Attorney —

Exceptions taken

4th Interr — Was there anything said at that time between said Brown and Cadwell as to the price which Cadwell should sell the Mill property for — If yea State fully what was said between the parties —

Answer to 4th Inter — He Cadwell was to go and sell it for the best price he could get — at the same time he told Cadwell that it cost him which price I think was some fifteen Hundred Dollars

Inter 5 — Was there any instructions by Brown upon Cadwell as to the price he should sell the Mill property for —

Answer to 5th Inter — No instructions as to price that I recollect for heard but he was to do the best he could

6 Inter — State who was present at the above conversation and what place was the conversation had

Answer to 6 Inter — I think Mr Mickler was at my office at Amboy — I cant remember who else was present —

7th Inter — State whether at that time you and Mr Mickler were in partnership —

Answer to 7 Inter — I cant say positively as to the partnership but it was shortly before or after that time we were in partnership

8th Inter — State whether you heard anything said at that time between Brown and Cadwell about a Threshing Machine in Portage County. If yea State fully all that was said —

Answer to 8 Inter — I cannot recollect all that was said but there was a Threshing Machine to be sold and Cadwell was to go to Ohio and dispose of his property and settle his business as an agent or attorney he had a power of attorney

given. Brown acknowledged that Cadwell had a power of Attorney Exact for him —

9th Inter. Have you heard Brown say any thing about said Thrashing Machine since Cadwell returned from Ohio - If yea state what he said

Answer to 9 Inter. Yes he said that Cadwell sold it to Lord at this time Mr Brown was counselling me as to what he should do, about this time in that Conversation Mr Mickler came in and said that Mr. Cadwell had employed him and me to defend him as his Attorney I then told Mr. Brown to get some other Attorney - as Mr. Mickler had engaged with Mr Cadwell - At that time Mr Mickler and me were in Co partnership —

10th Inter. Do you know of any other matter or thing that will be of benefit or advantage to defend out Cadwell in this suit. If yea state fully all you know —

Answer to 10 Inter. I dont recollect of Anything

Cross Interrogatories

Cross Int - 1st —

About what time did the conversation you speak of in regard of Cadwells going to Ohio and selling the Mill property take place and whereabouts in the City of Amboy was your Office at that time - give the date as near as you can —

Ans 1st Inter I am not certain whether my office was on Jones Street or in the City Hall on East Avenue, my impression is that it was in the City Hall I think it was sometime in Eighteen Hundred & Sixty One am not certain whether it was in Spring or Fall, my impression is that it was pretty near harvest time

Cross Int 2d Can you now recollect definitely the conversation between Cadwell and Brown when at your office so as to state the full conversation

Answer to 2nd Inter Nothing more than what I have stated I dont recollect the whole conversation definitely

Inter 3d Are you sure that you seen at the time of the Conversation a Power of Attorney given by Brown to Cadwell authorizing Cadwell to go to Ohio and sell Browns property or that it was so understood between Brown and Cadwell in your presence

Ans to 3d Cross Inter I cant say that I did see the Power of Attorney from Brown to Cadwell, but I do know certain that Mr Brown did acknowledge Cadwell to be fully authorized to dispose of that property in that Conversation it was understood between Brown and Cadwell ~~that~~ Cadwell was fully authorized by Power of Attorney to dispose of the property

Wm B. Stewart

Sworn to before me this 16th day of June AD 1864
John Custenborder Seal
Justice of the Peace

State of Illinois }
Cook & Lee County } ss

I John Cruthberson a Justice of the Peace in and for said Cook County do hereby Certify the foregoing to be the Deposition of William B. Stewart taken by me at my Office in North Chicago in said County on the 16th Day of June A.D. 1864 to be used as Evidence in the Lee County Circuit Court in a certain Suit therein, wherein Nathaniel Brown is Plaintiff and Sherman W. Cadwell & Samuel P. Jewett are defendants And I do further certify that previous to such Examination of said William B. Stewart he was duly sworn by me according to law and signature subscribed to the foregoing deposition is in the hand writing of said William B. Stewart As my hand and seal this 23d Seventh day of June A.D. 1864

John Cruthberson (Seal)
Justice of the Peace

Fees
Deposition $5.00
Revenue Stamp Postage .15
Witness fees 1.00
$6.15

Justices Seal

State of Illinois } In the Lee County Circuit Court of the
Lee County } ss November Term 1864 –

Nathaniel Brown
vs
Sherman H. Cadwell

Stipulation

It is hereby stipulated and agreed by the parties to this suit that the Three Hundred Dollar Note mentioned in defendants answer filed herein has been fully paid, to wit; ($280) Two Hundred and Eighty – Dollars by the land taken of Smith as stated in the said answer and the balance (Twenty Dollars and interest) since the filing of said answer by Judgment and Execution from this Court – And complainant is to have credit for the same on the hearing of this cause.

W. E Ives
defendants Counsel & atty –
W Kenyon
Atty for Complaint –

Sherman W. Cadwell
vs
Nathaniel Brown
} In County Court
Knox County Nov Term A.D 1864

Testimony taken in open Court

John Mickler Sworn—

Am acquainted with the parties, became acquainted with them in February 1861. In Feb. 1861 Mr Cadwell came to my office (then with Mr. Booth) and said he wanted a little writing done, told him I would do it He said he would go out and find Mr Brown and they both came in the office together a few minutes after Mr Brown took out two Quit-Claim Deeds - and he wanted me to make Mr Cadwell a Quit Claim Deed of the property in the two deeds he had I drew up the instrument of writing - Went to Samuel Browns office and had it acknowledged Exhibit "A." to Complainants Bill is a copy of the one I drew. Mr Cadwell told me to put in $1000. Consideration Cadwell said he was going to Ohio to sell the property Brown said the property cost him $1600 — Cadwell said he would go and sell the property — Brown said he would not take less than $800 and would not sell it for less. Cadwell accepted the Conveyance with that understanding This Conversation was on the 21st February A.D. 1861—

Nothing was said by Brown and Cadwell about owning the property -
If Cadwell sold the property - he was to give Mr Brown his notes and pay him over the balance - Threshing Machine was talked of: Cadwell said if threshing Machine was as good as Brown represented he would give him One Hundred Dollars for it - This talk was after making the writings Cadwell said he would take the note of $95 made by Orrin Brown at its face he said he knew the party and knew the note was good - Cadwell said he would go to Ohio in a very short time - Two months after this transaction met Cadwell in Amboy - Asked him if he sold the property - he said no - said he was a going to keep it - Said he had rented the property at $150 a year - that money was only worth 7 per cent - and he could make a good thing of it - Mr Stewart and I were not in Partnership at the time of this transaction

Cross Examination

I remember distinctly in regard to - the note - dont remember of seeing the notes -

Edwin Cadwell Sworn

I know Brown -
Cadwell is my partner. Recollect the time Father went to Ohio to sell the property - Brown told me before Father

went that he had given father a deed to the property for him to sell it. Brown was to work in Fathers place - he was to furnish a horse and hoist coin - Brown wife said Cadwell could hold the property - Cadwell was to sell the property to the best advantage - Brown was and is to sell to pay Jewett - Brown was and is to sell Threshing Machine - said it was worth $300

Cross Examination

Father started to Ohio next day after they made writings at Amboy - Do not know of Brown giving Father money to bear his expenses to Ohio - Father had talked of going to Ohio but at not particular time Brown did not want to come more than half the time - We paid Smith for the use of his Horse

Henry Smith Sworn

Am acquainted with parties to this suit. Heard conversation in regard to the Mill property 5 days before Cadwell went to Ohio Cadwell was to go to Ohio and sell the property Brown owned there - a Steam Saw Mill and Threshing Machine

Cadwell was to get what he could for the property and was to sell it at any rate - Dont recollect - that any thing was said about the fare -

This is this conversation after writings

were made out - The Calculation between Brown and Cadwell was that Cadwell was to go to Ohio and sell the property and do the best he could with it - and he (Brown) would be satisfied. Bonny had made a Contract with Browns Sister for the mill for about $8 500 - Brown said Bonny should not have the mill at that price that Cadwell should sell for what he could get. First payment from Bonny was to be made in two years from time he bought the mill. Cadwell was to have possession of the Steam Mill - Threshing Machine and now - that Cadwell should go East - and settle up business just to suit himself do the best he could and Brown would not find fault - On the 4th of July after this I had a Conversation between Cadwell and Brown. Cadwell asked Brown if he was satisfied - Brown said he (Cadwell) had done just as he told him to do in the first start. Do not remember any thing further in that Conversation

Henry Smith Cross Examination

Was present 2 or 4 times at Conversations between Brown and Cadwell -

The first conversation was some few days before Cadwell started for Ohio Brown commenced first Conversation Brown said he had got a letter

from his father that he had sold the Mill at $500. Cadwell told Brown that he would go to Ohio if Brown would bear the expenses and he would do better than that. On 2d conversation I understood that they were to make out papers or power of Attorney to show the people that Cadwell had power Cont-give the words of 3d Conversation on 4th of July Mr Brown said he was satisfied if he did the best he could Nothing said about what Cadwell had sold Mill property for—
Cadwell offered to give Brown back the property if he wanted to take it back.
Did not see anything offered back—

Redirect Examination
Dont recollect anything further

Edward Cadwell sworn for defence
Did not hear any direct conversation between Father & Brown— Will not undertake to tell Conversation— Cont-give it—
The only time I remember of hearing anything I was coming home one Saturday night— there was a talk that Cadwell was to go and get the most he could for the land— The talk was in the Fall—
Think it would cost $16 or $18 to go to Portage— Cadwell was gone in the neighborhood of two weeks

Wages were worth 75 cents a day—

Cross Examination—

Understood Brown was sworn in the place of Tarbe while gone East—

Dont recollect of Brown's working more than one day—Think he might have worked two or three—

Dont know anything about his giving Luther money—I knew that he (Cudwell) had the Threshing Machine which Brown had in this County—

I hereby certify that the above Evidence was taken before me in Open Court on the hearing of the above entitled cause—

W. W. Dleason
Judge—

State of Illinois }
Lee County } ss

Lee County Circuit Court November Term A. D 1864 -

Nathaniel Brown
vs
Sherman W. Cadwell
Samuel P. Jewett

In Chancery -
Decree -

And now on this 5th day of December 1864 comes the complainant by Alonzo Kenyon his counsel and also comes the defendants by Wm Eches their counsel and on motion of the counsel for said complainant the bill of complaint in this cause is dismissed as to the said defendant - Samuel P. Jewett and it is ordered by the Court that the said defendant Jewett have and recover of and from the said complainant his costs and charges in this suit to be taxed and that Execution issue therefor - And it is further ordered that this cause be and is hereby set for hearing as to the defendant Sherman W. Cadwell upon the bill of Complaint of said complainant, the answer thereto filed by said Defendant Sherman W. Cadwell and the replication to such answer filed by the said Complainant together with the Depositions of

and upon the stipulation of the parties on file in this Court and upon the proof and testimony of witnesses to be offered and produced upon the hearing in open Court -

And afterwards on the same day this cause coming on for final hearing in the manner aforesaid and it appearing to the Court from the

bill and answer that the complainant and defendant Cadwell made and entered into the certain bond or contract in writing signed by the said Cadwell dated July 1st 1865. whereby the said Cadwell bound himself to convey to the said Cadwell the certain lands described as follows to wit; the north half (½) of the South East quarter of section twenty three (23) in township twenty (20) north of Range nine (9) East in the County of Lee and State of Illinois, upon the terms and in the manner and form in said Bill alleged and that the Complainant entered into possession of said lands under said contract as alleged in said bill of complaint; and that prior to the making of such contract the said Cadwell and wife had executed to said Samuel P. Jewett a deed of trust upon the said land to secure the payment of a certain promissory note as alleged in said bill but which note it appears has been paid and the said deed of trust released and cancelled of record as alleged in defendant Cadwell's answer.

And it further appearing to the Court as aforesaid that at the time of making such contract the Complainant paid the defendant Cadwell upon the purchase price of said lands the sum of Three Hundred and Thirty Dollars ($330.) as alleged in complainants bill and also executed to the said Cadwell his the said Complainants two promissory notes bearing even date with said bond or contract for the amount of the balance of the payments therein agreed to be made by the said Complainants, as stated in said defendants answer; that is to say one note for the sum of Four Hundred and Ninety Dollars ($490) due payable

on the first day of October 1860, and the other note for the sum of Three Hundred Dollars ($300) -

And it further appearing to the Court from the stipulation of the complainant and said defendant Cadwell signed by their respective attorneys in this cause on file herein that the said note for the sum of Three Hundred Dollars ($300-) so given by the complainant to said Cadwell for part of the purchase price of said lands, has been fully paid as follows to wit; $280- thereof by the sale of twenty acres; as one fourth of said lands off from the west end thereof to one Henry Smith as alleged in complainants bill and the balance (being $20. and interest) having been collected of and from said complainant upon a certain Judgement and Execution from this Court which said stipulation is to the effect following to wit: "It is hereby stipulated and agreed by the parties "to this suit that the Three Hundred Dollar note "mentioned in defendants answer filed herein has "been fully paid to wit; ($280-) Two Hundred and Eighty "Dollars by lands sold to Smith as stated in the said "answer and the balance (twenty dollars and interest) "since the filing of said answer by Judgement and "Execution from this Court; and the Complainant "is to have credit for the same on hearing of this cause" (Signed) W. E. Ives defendant Counsel & atty

A. Kenyon Atty for Complt. "

And it further appearing to the Court from the testimony of John Knickler a witness produced and sworn in open Court upon the hearing of this cause that on or about the 21st day of February A. D. 1861 the said complainant sold to the said Cadwell a promissory note against one Avins Brown for

the sum of ninety-five dollars which the said Cadwell agreed to take at its face and with which it appears that the said complainant is entitled to be credited on said $490 note as given for a part of the purchase price of said lands.

And it further appearing to the Court from the bill and answer that on or about the date last aforesaid the said Complainant then being the owner of a certain interest in the real Estate and property described in the copy of the certain deed attached to said bill of complaint marked "Exhibit A." conveyed said real estate and other property to said defendant Cadwell by deed executed by said complainant of which said "Exhibit A" is a copy and that such conveyance was read to the said Cadwell for the purpose of enabling him to go to the State of Ohio and sell the said real Estate and other property for the said complainant and out of the proceeds of such sale to pay such balance as might be due said Cadwell on the purchase price of said lands from said complainant and to refund the balance of such proceeds to said Complainant. And it appearing to the Court from the testimony of said witness John Mickler that the said Cadwell thereupon accepted the said deed and the trust [redacted] thereby imposed upon him with the express understanding believed the parties and direction and instruction on the part of [redacted] said Complainant made at the time of the execution of such deed to said Cadwell, that he said complainant would not take less than Eight Hundred Dollars for said real Estate and property and would not sell the same for less than that sum

And it further appearing from the evidence and the pleadings in the case that the said Cadwell soon thereafter proceeded to the State of Ohio, but failed or was unable to sell said property, but on the contrary thereof leased the same for the period of one year for the annual rent of $150.

And it also appearing from the testimony of said witness John Buckler, that a short time after the said Cadwell had returned from Ohio and after he had so leased the said property he stated "that he was going to keep the same; that he had rented it for $150 - a year and that money was only worth seven per cent and he could make a good thing of it" —

And it also appearing from the testimony of B. F. Griffy that afterwards in the month of May 1862 the said defendant Cadwell by the said Griffy as his Attorney in fact sold the said property so conveyed to him by the said complainant to one Charles D Thompson for the sum of ($400.) Four Hundred Dollars —

And the Court having heard the argument of Counsel and being sufficiently advised in the premises doth order adjudge and decree that an account be and is hereby taken between Complainant and Defendant Cadwell, and that in such account the said Cadwell is credited and the Complainant charged with the following items, to wit;

Principal of note	$490.00
Interest on same	$ 12.00
Amount paid on Compltts debt	$120.00
Amt paid for taxes on Saw Mill &c	$ 18.00

An account of traveling expenses to Ohio $36.00
Making total of credits to said Cadwell of $676.00
Six Hundred and Seventy six Dollars. And that
the said Cadwell be charged and the said com-
plainant credited with the following items, to wit;
An account of property conveyed to Deft.
Cadwell as specified in "Exhibit A"
attached to Bill of complaint $800.00
An account of note against Annie Brown
sold defendant Cadwell $95.00
Making a total of credits allowed compl't $895.00
Eight Hundred and Ninety five Dollars, which would
leave a balance due said Complainant from the
said defendant Cadwell amounting to the sum
of $219 Two Hundred and nineteen Dollars
upon which the Court orders and decrees that
the complainant is entitled to be allowed interest
at the rate of six per cent. per annum from the
first day of March 1861, up to the date of this
decree, and that the said sum of $219. includ-
ing such interest now amounts to the sum of $268 40/100

It is therefore ordered adjudged and decreed by
the Court that the said defendant Sherman M.
Cadwell pay the said complainant, and that
the complainant have and receive of and from
the said defendant the said sum of Two Hundred
and Sixty Eight Dollars and Forty cents $268 40/100
together with his costs of this suit to be taxed and
that he have execution therefor to be issued
and proceeded upon in the same manner as
upon an Execution at Law.

And it is further ordered adjudged

and decreed that the said bond or contract in the writing in the complainants bill of complaint set forth, Executed by the said defendant Cadwell to the said complainant be specifically performed as to all of said lands therein described except one fourth part thereof off from the west end of the same heretofore conveyed to the said Henry Smith in the manner aforesaid -

And that the said defendant Sherman W. Cadwell within sixty days convey or cause to be conveyed to the said Complainant the said land in the bill of Complaint described, to wit; the north half (½) of the South East quarter of section Twenty three (23) in Township twenty (20) north, range nine (9) East in said county of Lee and State of Illinois, except the one fourth part of same tract taken off from the west end thereof which was sold to said Henry Smith as stated in complainants bill - the same to be so conveyed by a good and sufficient deed of conveyance in fee simple, free from all incumbrances with full and proper covenants of warranty; and in case the said parties are unable to agree upon the form or the manner of the Execution of said conveyance it is referred to the master in Chancery in and for said Lee County to settle and determine the form and manner in which such deed shall be executed; and it is further ordered and decreed that the said defendant Sherman W. Cadwell deliver and surrender up to the said Complainant the said promissory note for $ 190. so executed by him by the said complainant within sixty days from this date

Whereupon the said defendant Sherman W. Cadwell prays an appeal to the Supreme Court of this State which is allowed by this Court upon the said defendant Cadwell's filing an appeal bond in the penalty of ($400) Four Hundred Dollars conditioned in the manner prescribed by law with William Mikesell as his surety within sixty days from the last day of the present term of this court. It is further ordered that this cause stand continued for such further orders as the circumstances may require.

W. W. Stealey
Judge

Be it remembered that on the 31st day of January A.D. 1865, came the said Sherman W. Cadwell by Wm E. Ens, his solicitor, and filed in the office of the clerk of the Circuit Court of our said County of Lee, his appeal bond in said cause, which bond is in the words and figures following, that is to say;

Know all men by these presents. that we. Sherman W. Cadwell and William Mikesell of the county of Lee and State of Illinois are held and firmly bound unto Nathaniel Brand in the penal sum of four hundred dollars lawful money of the United States for the payment of which well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents;

Witness our hands and seals this fifth day of January A.D. 1865.

The condition of the above obligation is such that whereas the said Nathaniel Brand plaintiff, did on the fifth day of december A.D. 1864. in the Circuit Court of the County of Lee in the State of Illinois at the November Term A.D. 1864. thereof, recover a judgment against the above bounden Sherman W. Cadwell, defendant, in an action in chancery, for the sum of two hundred sixty eight 40/100 dollars, and costs of suit, from which judgment the said Sherman Cadwell has taken an appeal to the Supreme Court of the State of Illinois; now if the above bounden Sherman W. Cadwell shall duly prosecute his appeal, and shall pay said judgment, costs, interest and damages,

105

in case the said judgment shall be affirmed, then the above obligation to be void; otherwise to remain in full force and effect -

Signed, Sealed and delivered in presence of Richard O. Adams

Sherman W. Cadwell (Seal)
Wm McKeever (Seal)

And which said bond is endorsed as follows,

Filed January 31st A.D. 1865.
B.F. Shaw, Clerk -

State of Illinois } ss
Lee County, }

I, Benjamin F. Shaw, Clerk of the Circuit Court in and for said County of Lee, in the State of Illinois, do hereby certify that the foregoing record contains a true copy of all the papers filed in said cause; also of all the orders of the court and the final decree of the Court in said cause; and of the appeal bond to the Supreme Court of the State of Illinois, filed therein -

In Testimony whereof, I hereunto set my hand and affix the seal of said Court, this 1st day of February A.D. 1865.

B.F. Shaw, Clerk

Nathaniel Brown by James K Edsall
his attorney and says that the
said Decree ought not to be re-
versed because he says that there
is no error in the record
& proceedings aforesaid in manner
& form as the Appellant hath
above thereof in his assignment of
errors alleged: wherefore the said
Appellee prays that the said Decree may
be affirmed & that he may be hence dis-
missed with his reasonable costs &c

Jas. K. Edsall
Attorn for Appellee

Assignment of Errors

1 The bill should have been dismissed.
2 The decree should have been for the defendant / Plaintiff in Error /
3. The Court from the Evidence should have decided that Brown / defendant in Error / should pay Cadwell / Plaintiff in Error / the sum of Two hundred and fifty five and ninety one hundredths dollars ($255.90) befor Cadwell should convey the land to Brown.
4 The Evidence of Complainant / defendant - in Error / does not support the bill.
5. The decree is not warranted by the allegations of the bill —

W. E. Jones, of Counsel and Att'y for plaintiff

Sherman W. Cadwell Appellant
vs
Nathaniel Brown Appellee
Appeal from Dec —

Filed Apl 5. 1865
C. C. Skinner Clk

Supreme Court of Illinois
Third Grand Division
April Term A.D. 1865

Sherman W. Cadwell, Appellant
vs
Nathaniel Brown, Appellee

And now comes the said Appellee