

No. 12682

Supreme Court of Illinois

Pearson, Assignee

vs.

Wilson

In Supreme Court.
Albert G. Pearson &c
291 left in Union

^{abs}
John S. Wilson Pff
in Union

Agreement of left
in Union

Filed June 6 1888
L Leland
Clk

H. B. Stevens
for left in Union

Pearson *afiz*

vs.

291

Wilson

Receipt

Filed April 28, 1888
Leland
C.R.

Jan 25th 1888 by S. G. S. S.

1
United States of America

STATE OF ILLINOIS, COUNTY OF COOK, S. S.

Pleas, before the Honorable George Manierre

Judge of the Seventh Judicial Circuit of the State of Illinois, and Sole Presiding Judge of the Circuit Court of Cook County, in the State aforesaid, and at a term thereof begun and held at the Court House in the City of Chicago, in said County, on the

Thirtieth Monday, (being the Sixteenth day) of

November in the year of our Lord one thousand eight hundred and

Fifty Seven and of the Independence of the said United States the

Eighth Second

Present, Honorable

George Manierre Judge of the 7th Judicial

Circuit of the State of Illinois.

Carlos Haven States Attorney.

John S. Wilson Sheriff of Cook County.

Attest:

Clerk.

2 He it remembered that heretofore to wit on the
10th day of January in the year of Our Lord
One Thousand Eight hundred and fifty Seven
there was filed in the Office of the Clerk of the
Circuit Court of Cook County in the State
aforesaid a certain affidavit which is in the
words and figures following to wit,

State of Illinois,
Cook County. I Albert G Pearson a Justice
of the Peace being duly
sworn says that he is now lawfully entitled to
the possession of the following described goods and
chattels to wit,

Thirty three pair of Calf boots,
Twenty four pair kip boots, Eighteen pair cowhide
boots, five pair calf boots, Twenty seven pair
boots, Twenty seven pair calf boots, Eight
traveling bags, six pair light calf boots, four
pair ^{boys} calf boots, Two pair Cowhide boots, Eight
pair youths kip boots, two pair boys kip boots
Nine pair calf boots, Two hundred paper boots
Thirty pair grouped shoes, forty pair of shoe last,
Eight pair shoe lasts, Two trunks, Thirty eight
pair of Brogans, ten pair of Mens Kip brogans
six pair of Custom Kip brogans, ten pair calf shoes
four pair mens gaiters, five pairs of boys gaiters one
pair of buckskin shoes, two pair of patent leather
gaiters, seven pair patent leather shoes, three bushes

3. Thirteen pair of Cox poles, four pairs of Morocco shoes, (Nine) pair of small Morocco shoes, two pair patent leather boots, one hanging lamp, thirteen pairs of ladies boots, eleven pairs of pegged buckkins, fifteen pairs of Kip bogans, ^{one pair of buff colored gaiters} pair of memo Kip bogans, ^{one pair of buff colored gaiters} pair of colored gaiters, three pairs of silk gaiters, sixteen pairs of enamelled gaiters, six pairs of Kid Common gaiters, five pairs cloth gaiters, sixteen pairs of foxed gaiters, nine pairs of tipped gaiters, seven pairs of foxed gaiters, seven pairs plain gaiters, three pairs Common gaiters, four pairs of colored common gaiters, ten pairs of stripes common gaiters, nine pairs of uppers gaiters, twelve pairs of foxed gaiters, three pairs of Kid gaiters, thirteen pairs of blue gaiters, five pairs of goat boots, ten pairs fancy boots, seven pairs of small boots, three pairs of Morocco gaiters, twelve pairs of Morocco buckkins, ten pairs of Morocco buckkins, twelve pairs of calf slippers, four pairs common calf hair shoes, two pairs of common gaiter boots, four pairs of Morocco gaiters, seven pairs of stripes ribbons, twenty six pairs of rubbers, eleven pairs of sandals, twenty pair fancy boots, thirteen pairs ladies common slippers, six pairs patent leather pumps, fourteen pairs of buckkins, seventeen pairs Kid buckkins, nineteen pairs of pegged buckkins, five pairs of calf shoes, lot Kid slippers, lot Morocco.

4
slippers, lot more common slippers, twenty
pair of enameled slippers, seven pairs of
congru gaiters, thirty five pairs of enameled
boots, fourteen pairs of calf boots, nine
pairs of buckskin, fourteen pairs of boots, nine
pairs of calf slippers four pairs of cloth slippers.
fifteen pairs of Childrens shoes, Eighteen pairs
of calf boots, seven pairs of pegged boots
forty pairs of Childrens shoes, Twelve pairs of
small kid shoes, seven pairs of grained buckskin
thirty five pairs small brogan, twenty pairs
Childrens ankle ties, thirty three pairs of small
shoes, lot kids and cotton shoes, nine pairs
of gaiters, Eight pairs of kid gaiters, six
pairs of button shoes, three pairs, one shoe
and sock pair, three lot ties and three
boots pair clamps and peg floats, four
pairs of crumpling blocks and screws, one
crumpling machine, seven work benches
thirty pairs common and kid boots, three
pairs calf legs fitted, two pairs of boot
stretchers, one stove and pipe, eight pairs of
boots, lot of pegs, forty six pair points
forty eight balls of shoe thread, five pairs of
patent leather uppers, one gross of webbing
twenty bottles of polish, six pairs of patterns
lot remnants, lot buckskin, patent leather
six drawers mixed cuttings lot sole leather
lot of mixed linings, lot ~~hair~~ calf ^{hair} skins.

Three dozen calf skins, one splitting machine
lot punches and hoes, two counters, one
desk, two chairs lot cans, wood & better wood
and coal, all of said goods and chattels
being now at store situate at No 53 West
Randolph Street in the City of Chicago
and County of Cook aforesaid and being
of the value of Fourteen Hundred Dollars
which said goods and chattels John S. Wilson
Sheriff of Cook County aforesaid has
unlawfully taken and now wrongfully
detains from the said Albert G. Pearson without
the consent of the said Albert G. Pearson by
virtue of a certain writ or writs of Execution
against the property of one J. J. Osbourne levied
by one George Anderson a Deputy Sheriff
of him the said John S. Wilson, This deponent
further says under oath that the said goods
and chattels have not been taken for any tax
assessment, or fine levied by virtue of any law
of this State, nor seized under any execution
or attachment against the goods and chattels
of the said Albert G. Pearson liable to
execution or attachment. He therefore prays
that a writ of Replevin may issue out of the
Cook County Circuit Court returnable upon
the first day of the next term thereof with
a summons to the said John S. Wilson according

6 to the form of the Statute in such case made
and provided

Subscribed & Sworn to before

me this 10th day of January 1857 } Albert G. Parson
Sp. C. Church Clerk

Up afterwards
to wit on the day and year last aforesaid
to wit, on the 10th day of January A.D. 1857 there
was issued out of the office of the Clerk of the
Court aforesaid the Peoples writ of Replevin
directed to the Coroner of said County to
execute and return in the words & figures
following to wit,

State of Illinois

Cook County } The People of the State }
Devinis to the Coroner of

said County Greeting. Whereas Albert G. Parson
assignee of J. G. Debourne Plaintiff complains
that John S. Wilson Defendant unlawfully and
wrongfully has taken and does detain the
following described goods and chattels to wit

Three pairs of calf boots,
Twenty four pairs kip boots, eighteen pairs
cowhide boots, five pair calf boots, twenty
pairs calf boots, twenty heavy pairs calf
bootees eight travelling bags, six pair light
calf boots, four pair boys calf boots, two pair
cowhide boots eight pair youths kip boots, two
pair boys kip boots, nine pair calf bootees, two

7 Sundae paper boxes, thirty pair (striped shoes
fifty pair of shoe lasts, sixty pair of shoe lasts
two trunks, thirty eight pair of brogans, ten pair
of mens Rib brogans, six pair of Custom Kips
brogans, ten pair calf shoes, five pair mens gaiters
five pair of boys gaiters one pair of buckskin shoe
two pair of patent leather gaiters seven pair
patent leather shoes, three brushes, thirteen pair
of cork soles four pair of Morocco shoes
nine pair of small Morocco shoes
two pair patent leather boots, one hanging
lamp, thirteen pair ladies boots, eleven pair
of pegged buckskin, fifteen pair of Kip brogans
six pair of mens Kip brogans, six pair of
colored gaiters, five pair colored gaiters, six
pair buff colored gaiters, six pair colored
gaiters, three pair of Silk gaiters, sixteen
pair of ramble gaiters, six pair of kids
common gaiters five pair of cloth gaiters
sixteen pair of fayed gaiters, nine pair of
tipped gaiters, seven pair of fayed gaiters,
seven pair plain gaiters, three pair common
gaiters, four pair of colored common gaiters
ten pair of (knives) common gaiters. nine
pair of extra gaiters, twelve pair of fayed
gaiters, three pair of kid gaiters thirteen
pair of blue gaiters five pair of goat boots
ten pair fancy boots seven pair of small
boots three pair of Morocco gaiters twelve pair

8 of Morocco buskins, ten pairs of Morocco
buskins, twelve pairs of calf slippers, four
pair common calf hair shoes, two pair of
congoe gaiters boots, four pair Morocco
gaiters, seven pairs of Mipes Rubbers, twenty two pairs
of rubbers, eleven pairs of sandals twenty pairs
fancy boots thirteen pairs ladies common
slippers, six pairs patent leather pumps four
pairs of buskins, seventeen pairs Kid buskins
nineteen pairs pegged buskins four pairs of
calf shoes, lot of Kid slippers, lot of Morocco
slippers, lot of mens common slippers twenty
two pairs of enameled slippers, seven pairs of
congoe gaiters, thirty five pairs of enameled
boots, fourteen pairs of calf boots, nine
pairs of buskins, fourteen pairs of boots, nine
pairs of calf slippers, four pairs of cloth slippers
fifteen pairs of Childrens shoes, eighteen pairs of
calf boots, seven pairs of pegged boots, forty
pairs of childrens shoes twelve pairs of small
Kid shoes, seven pairs of grained buskins the
five pairs small bagans, twenty pairs children
ankle ties, thirty three pairs of small shoes, lot of
silk and cotton laces, nine pairs of gaiters, eight
pairs of Kid gaiters, six pairs of button shoes
three signs, one show case and sign, three boot
trees and three boxes, five clamps and peg coats
fourteen pairs of Krimping blocks and screws,
one crimping machine, seven work benches

Thirty pairs Common and Kid boots, three
pairs calf legs, two pairs boot stretchers, one
stove and pipe, eight pairs of boots, lot of paper
forty six pair of points, forty eight boxes of shoe
threads, five pairs of patent leather uppers, one
gross of webbing, twenty boxes of polish, six pairs
of patterns, lot remnants, lot buckskin patent
leather, six draws mixed settings, lot sole
leather, lot of lined lining, lot calf hair
skins, three dozen calf skins, one splitting machine
lot punches and bones, two counters, one desk
lot of woods and coal, all of said goods and
chattels being now in Store at No 55 West
Randolph Street in the City of Chicago and
County of Cook, of the value of Fourteen
Hundred Dollars, Therefore we command
you that if the said plaintiff shall
give you bond with goods and sufficient
security in double the value of the said
goods and chattels as required by law, to
prosecute his suit in this behalf, to effect
and without delay, and to make return
of the said goods and chattels if return thereof
shall be awarded and to save and keep you
harmless in replenishing said goods and
chattels you cause the said goods and chattels to
be replenished and delivered to the said plaintiff
without delay and also that you summon the

10 said defendant to be and appear before the
Circuit Court of Cook County on the first
day of the next term thereof to be holden at
the Court House in the City of Chicago in
said County on the fourth Monday of March
next to answer said plaintiff in the premises
and have your then and there this writ with
an endorsement thereon in what manner
you shall have executed the same together
with the bond which you shall have taken
from the said plaintiff as above commanded
before executing this writ

Witness William L
Church Clerk of our said Court and the seal
thereof at Chicago in said County
the tenth day of January 1857
Wm L Church Clerk

And afterwards to wit on the 12th day of
January in the year last aforesaid said
writ was returned into the Court aforesaid
by said Coroner endorsed as follows to wit
"The plaintiff in this cause having given
bond as hereto annexed I have taken the
within described property and delivered the
same to the plaintiff as per his receipt herein
enclosed and served this writ on the within named
defendant by reading this 12th day of July 1857
Jus; mileage 50 1 service 50 11 miles 50, 2 miles 10 1 return 10 = \$1.70

also paid Charges of Deputy Sheriff Anderson
for taking inventory & taking care of goods Ten
Dollars Geo P Hansen Coroner

Received of Geo P Hansen Coroner of Cook
County the within described goods
Chicago Jan'y 12th 1857

Albert G Pearson

There was also returned with paid writ & attach
thereto a certain Replevin Bond which is in
the words and figures following to wit
Know all men by these Presents that we
Albert G Pearson, William W Dana and
Franklin Baker, Benjamin F Walker are
held and firmly bound unto George P
Hansen Coroner of the County of Cook in the
State of Illinois and to his successors in office
executors administrators and assigns in the penal
sum of Twenty Eight hundred Dollars lawful
Money of the United States for the payment of
which sum we do hereby jointly and severally
bind ourselves our heirs executors and
administrators. The Condition of this obligation
is such that whereas on the tenth day of January
in the year of our Lord One thousand Eight
hundred and fifty seven the said Albert G
Pearson sued out of the Circuit Court of Cook
County a writ of Replevin against John L Wilson
defendant for the recovery of the following

12 described goods and chattels property to wit
Thirty three pair of calf boots, twenty four
pair. Kip boots, eighteen pair cowhide boots
five pair calf boots, twenty pair calf boots
twenty heavy pair calf boots, eight travelling
bags, six pair light calf boots, four pair boys
calf boots, two pair Cowhide boots, eight
pair youth Kip boots, two pair boys Kip boots
nine pair calf boots, two hundred paper boxes
thirty four muped shoes, forty pair of shoe lasts
sixty pair shoe lasts, two trunks thirty eight
pairs of brogans, ten pairs of mens Kip brogans
six pair of custom Kip brogans, ten pair calf shoes
four pair mens gaiters five pair boys gaiters
one pair of buckskin shoes, two pair patent
leather gaiters, seven pair patent leather shoes,
three brushes, thirteen pairs of cork soles,
four pair of moccasin shoes, nine pair of
small moccasin shoes, two pairs of patent
leather boots, one hanging lamp, thirteen pairs of
ladies boots eleven pair of jagged bastins
fifteen pair of Kip brogans, six pair of mens
Kip brogans, six pair of colored gaiters, One
hundred and forty six pair of gaiters, twenty
two pairs of boots three pair of morroco gaiters
twenty two pair of morroco bastins, twelve pair
of calf slippers, four pair of common calf hair
shoes, two pair of congrep gaiter boots, four
pair of morroco gaiters, twenty nine pair of

13
rubbers, eleven pairs of sandals, twenty pairs fancy
boots, thirteen pairs ladies common slippers, six
pairs patent leather pumps, fifty pairs of buckskin
five pairs of calf shoes, lot of Kid and Morocco
slippers, lot of mens common slippers, twenty two
pairs of enameled slippers, seven pairs of
congruf gaiters, sixty three pairs of boots,
nine pairs of buckskin, thirteen pairs of slippers
fifteen pairs of childrens shoes, twenty five pairs
of boots, fifty two pairs of childrens shoes,
seven pairs of grainist buckskin, thirty five
pairs small brogans, twenty pair childrens
ankle tie thirty three pairs of small shoes
lot of silk and cotton laces, seventeen pairs
of gaiters, six pair of button shoes, three signs
one shoe case and sign, three boot trees and
three boxes five clamps and peg floats, fourteen
pairs of crimping blocks, and screws, one
crimping machine eleven work benches, thirty
pairs common and Kid boots, three pairs calf
legs, two pairs boot stretchers one stove and pipe
Eight pairs of boots, lot of pegs forty six
pairs of points, forty eight balls of shoe thread
five pairs of patent leather uppers one gross of
webbing, twenty bottles of polish, six pairs of
patterns, lot ornaments, lot of buckskin patent
leather, lot mixed cuttings lot of sole leather
lot of mixed linings, lot calf hair skins, three

14 Drown calf skins, one splitting machine, lot
punches and bones, two counters, one desk, two
chairs, lot of wood and coal, Now if the said
Albert G. Pearson Plaintiff shall prosecute
his said suit to effect and without delay
and make return of the said property if return
thereof shall be awarded and save and keep
harmless the said Coroner, in replevying the said
property then this obligation to be void, otherwise
to remain in full force and effect.
Witness our hands and seals this Twelfth day
of January (A.D.) 1857

Albert G. Pearson (seal)
Wm W. Dana (seal)
Franklin Baker (seal)
Benjamin T. Walker (seal)

And afterwards to wit on the 18th day of February
in the year last aforesaid the said plaintiff by his
said attorney filed in said Court his certain
declaration which is in the words & figures
following, to wit,

State of Illinois
Coke County Circuit Court } of the March Term
(A.D.) 1857

Albert G. Pearson Plaintiff of J. G. Colburn }
vs } Ch. Replevin
John L. Wilson }
County of Cook S.S. John L. Wilson Defendant
in this suit was summoned to answer Albert G. Pearson

15 assignee of J. C. Osborn plaintiff of a, &c
whereof he the said defendant took and
detained certain goods, wares, merchandize
and chattels the property of the said plaintiff
hereinafter set forth, and wrongfully detained
the same against covenants and pledges until &c
And thereupon the said Albert C. Osborn
assignee as aforesaid plaintiff by H. B. Stevens
his attorney complains for that the said
defendant heretofore to wit on the Seventh day of
January A.D. 1857 at the City of Chicago in the
County of Cook aforesaid in a certain store
there situate to wit at number Fifty (50) West
Randolph Street in said City took and detained
certain goods wares merchandize and chattels
to wit - Thirty three pairs of calf boots, twenty
four pairs of kip boots eighteen pairs cowhide
boots, five pairs of calf boots, twenty pairs calf
bootees, twenty heavy pair calf bootees, eight
travelling bags, six pair light calf boots, four
pair boys calf boots, two pair cowhide boots, Eight
pair of youths kip boots, two pair boys kip boots
nine pair of calf bootees, two hundred paper
boots, thirty pairs of mixed shoes, one hundred pairs
of shoe lasts, two trunks, thirty eight pairs of
brogans, ten pairs of mens kip brogans, six pair
of custom kip brogans, ten pairs of calf shoes
four pairs of mens gaiters, five pairs of boys
gaiters, one pair of buckskin shoes, two pair of

16 patent leather gaiters, seven pair of patent
leather shoes, three brushes, thirteen pairs of
cork soles, four pair of (moccasin) shoes
nine pair of small moccasin shoes, two pair
of patent leather boots, one hanging lamp
thirteen pair of ladies boots, eleven pairs of
pegged buckins, twenty one pair of kips breeches
twenty three pair of colored gaiters, three pair
of silk gaiters, fifteen pair of enameled
gaiters, One hundred and four pairs of
common, cloth, footed, tipped, plain, colored
and extra gaiters, five pair of goat boots
ten pair of fancy boots, seven pair of small
boots, three pair of Morocco gaiters, twenty two
pairs of Morocco buckins, twelve pair of calf
slippers, four pair of common calf hair shoes
two pair of Congress gaiter boots four pair of
Morocco gaiters twenty nine pair of rubber eleven
pair of sandals, twenty pair fancy boots,
thirteen pair of ladies common slippers six
pair of patent leather pumps, fifty pair of
buckins, five pair of calf shoes, lot of kid
slippers, lot of Morocco slippers, lot of mens
common slippers, twenty two pair of enameled
slippers, seven pair of Congress gaiters, thirty five
pair of enameled boots, fourteen pair of calf
boots, nine pair of buckins, fourteen pair of
boots, nine pair of calf slippers, four pair of
cloth slippers, fifteen pair of childrens shoes,

Twenty five pairs of calf and pegged boots,
forty pairs of childrens shoes, twelve pairs of
small kid shoes, seven pairs of grained buskins
thirty five pairs of small brogans twenty pairs
of childrens ankle ties, thirty three pairs of
small shoes, a lot of silk and cotton laces
seventeen pairs of gaiters, six pairs of button
shoes, four signs and one show case, three
boot trees and three braces, five clamps and
peg floats, fourteen pairs of Krimping block
and pens, one Krimping machine, seven
work benches, thirty pairs of Common and
Kid boots, three pairs of calf legs, two pairs
of boot stretchers, One stove and pipe, eight
pairs of boots, a lot of pegs, lot of remnants
forty eight balls of shoe thread, five pairs of
patent leather uppers, one gross of webbing
twenty bottles of polish, six pairs of patterns
lot of buckskin patent leather, lot of mixed
cuttings, lot of sole leather, lot of mixed linings
lot of calf hair skins, three dozen of calf skins
one splitting machine, lot of punches, and
hones, two counters, one desk, two chairs, lot of
cans, wood and coal, the property of him
the said plaintiff of great value, to wit, of
the value of Fourteen Hundred Dollars and
unlawfully took and wrongfully detained
the same, until &c

Wherefore the said plaintiff saith that he
is injured and hath sustained damage
to the amount of Fourteen Hundred Dollars
and therefore he brings suit as

Albert G Pearson

By his atty W B Stevens

This Indenture made this fifth day of
January in the year of Our Lord One
Thousand eight hundred and fifty seven
Between J. Grant Osbourne of the City of
Chicago County of Cook and State of Illinois
of the first part and Albert G Pearson of City
County and State aforesaid, of the second
part, Whereas the said party of the first part
is indebted to sundry persons in divers sums
of money which he is unable to pay, and has
agreed to convey and assign all his estate and
effects for the benefit of his creditors as
hereinafter mentioned

Now This Indenture
Witnesseth that the said party of the first
part in consideration of the sum of One Dollar to him in hand
paid by the said party of the second part
the receipt whereof is hereby acknowledged hath
granted bargained sold assigned transferred
and set over, and by these presents doth grant
bargain sell assign transfer and set over

14
unto the said party of the second part his heirs
executors administrators and assigns, all and
singular the lands, real estate, chattels real
and tenements and hereditaments of the said
party of the first part and also all the goods
wares and merchandize, personal property
chattels and effects belonging to the said
party of the first part, And also all and
singular the debts sums of money, balances
of account, promissory notes bonds, judgments
and other securities claims and demands
now belonging due or payable or to become
due or payable to the said party of the first
part of which said estate chattels real personal
property effects debts securities claims and
demands a Schedule is hereto annexed,
and marked "Schedule A" and also all
books of account of the said party of the first
part and all papers documents and
vouchers relating to his business, dealings
property or affairs, To Have and to hold
the same and every part and parcel
thereof unto the said party of the second part
his heirs executors administrators and
assigns, In Trust nevertheless and to
and for the uses intents and purposes following,
that is to say, That the said party of the second
part shall take possession of the said property

20 hereby assigned, or intended so to be and
shall with all convenient diligence sell
and dispose of the same at public or
private sale as he may deem most beneficial
to the interests of the Creditors of the said
party of the first part and convert the
same into money and shall also with all
reasonable diligence collect, get in and
recover all and singular the said debts,
bills, notes accounts and balances of
accounts securities claims and demands
hereby assigned or intended so to be, And with
and out of the proceeds of such sales and
collections that the said party of the second
part shall first pay and disburse all the
just and reasonable expenses costs
charges and commissions attending the
due execution of these presents and the
carrying into effect the trusts hereby created
together with a reasonable and lawful
compensation or commission for his own
services, and with and out of the residue
or net proceeds of such sales and collections
the said party of the second part shall
pay and discharge the debts due and
owing by the said party of the first part in
the order and manner following, that is to say,
First, the said party of the second part shall
pay all the debt now due and owing from the said

21 party of the first part to the firm of Pearson and
Dana Manufacturers and dealers in boots shoes
and rubbers at No 184 Lake Street in the City of
Chicago aforesaid said debt now amounting
to the sum of Two Hundred Dollars and fifty
cents if the said proceeds shall be sufficient
for that purpose, and also a debt of One
Hundred Dollars to J A Ward and if the
same be not sufficient then the said party of
the second part shall apply the said net
proceeds to and in payment of the said debts
to the said Pearson & Dana and the said
J A Ward ratably. Secondly After the
payment in full of the said debts to the said
Pearson & Dana and J A Ward as aforesaid
in the manner above directed the said party of
the second part shall use and apply the net
and residue of the said net proceeds, if any be
in and towards the payment of all the debts
designated in "Schedule B" hereunto annexed
equally and ratably and without distinction
or preference. Lastly, after the payment of all
the costs charges and expenses attending
the execution of the trusts hereby created and
the payment and discharge in full of all
the lawful debts due and owing by the said party
of the first part of any and every kind and
description if any part or portion of the

22 proceeds of the said sales and collections shall remain in the hands or control of the said party of the second part his executors administrators or assigns he or they shall pay and return the same to the said party of the first part his executors administrators or assigns And if after payments in full of all the said debts there should remain in the hands or possession of the said party of the second part his executors administrators or assigns any part or portion of the property or effects hereby assigned which shall not have been sold collected or converted into money he or they shall return reassign and deliver the same to the said party of the first part his heirs executors administrators or assigns, And for the better and more effectual execution of these presents and of the trusts hereby created and reposed the said party of the first part doth hereby make constitute and appoint the said party of the second part his true and lawful attorney irrevocable with full power and authority to do transact and perform all acts deeds, matters and things which may be necessary in the premises and to the full execution of the said trust, ^{And for the purpose of the said trust} to ask demand recover and receive of and from every person and persons all the property debts and demands belonging and owing to the said party of the first part and to give acquittances

and discharges for the same, and to sue
 prosecute and defend and compound for
 the same, and to execute acknowledge
 and deliver all necessary instruments of
 conveyance, and also for the purposes aforesaid
 to appoint one or more attorneys under him
 and at his pleasure to do all the same
 hereby ratifying and confirming whatever
 the said party of the second part or his
 substitutes shall lawfully do in the premises
 And the said party of the second part doth
 hereby accept the trust created and in him
 reposed by these presents, and doth for
 himself his heirs executors and administrators
 hereby covenant and agree to and with the
 said party of the first part his executors adminis-
 trators and assigns that he the said party of the
 second part will honestly and faithfully
 and without delay execute the same
 according to the best of his skill knowledge
 and ability

In Witness Whereof the parties to these
 presents have hereunto set their hands and
 seals the day and year first above written
 Signed and delivered

in presence of
 W. B. Stevens

J. J. Osbourne (seal)
 Albert J. Pearson (seal)

"Schedule O"

Goods and Merchandise now in
Store at No 30 West Randolph Street Chicago, also
notes accounts &c due

J. G. Chouineau

Stock account

1857 January 5th

33 per Calf boots	@ 4	\$133.00
34 per Kip do	" 3	72.00
18 per Calf do	" 2.50	45.00
5 per Calf do	" 4.	20.00
20 " " Boots		21.00
20		17.50
8 Travelling bags		13.00
6 per L Calf kip boots		15.00
4 " boys Calf "	" 2	8.00
2 " Cow hide	" 1.25	2.50
8 per Youths Calf & kip boots	" 1.50	12.00
2 " Kip boots boys	" 1.66	3.32
9 " Mifles Calf boots	" 1.00	9.00
200 paper shoe boxes " 6 th		12.00
30 Cbr	" .20	6.00
40 per shoe lasts	" .15	6.00
60 per good shoe lasts	" .30	18.00
2 trunks	12.5	2.50
38 per Kip & calf brigans	75	28.50
10 " Mens Kip "	1.00	10.00
6 per calf &c	1.50	9.00
10 per Calf shoes		17.50

25	5 per Mens calf gaiters		\$10.00
"	" Boys " "		7.50
1	" " Buckkins		3.38
3	" pat L gaiters	2.85	5.70
7	" " " Shoes	1.81	12.67
3	Brushes & blacking		1.62
13	Cork Soles	.15	1.95
4	Large Moccasins	10/-	5.00
4	per small do	5/-	5.62
2	per pat L Boots	3.31	6.62
1	hanging lamp &c		3.50
13	per ladies bodices	8	13.00
11	Mens peggy Buckkins		6.75
15	" Boys Kip Brogans	6/-	11.25
6	" Mens Kip Brogans	7/-	5.25
150	pair gaiters		152.38
35	" Grocers		24.34
22	" Buckkins		16.50
13	per L Com Slippers		5.25
4	" Calf hair shoes		10.00
6	" gaiters		7.50
19	" Rubbers		11.73
10	" Mens Rubbers	90	9.00
11	" Mis <u>Min</u> do		9.63
30	" Kid fancy Blt		20.00
13	" Mens Calf Slippers	95	12.35
6	" pat Leather pumps	10/-	7.50
55	" Buckkins		44.62
	Lot Kid Slippers		14.92

26	34 pr Mifco boots		\$19.88
	7 " long gaiters	4-	7.00
	20 " En ^d boots		15.00
	34 " Boots		24.25-
	44 " peg ^d Buckins	63	2.50
	14 " Boots		13.75-
	13 " Slippers		7.00
	9 " fancy but shoes	50	4.50
	6 " Ch ^d riv bot	50	3.00
	25 " " "		17.70
	32 " " "		16.50
	16 " Rubber up		5.50
	26 pr Peg kip brog	37	9.75-
	10 pr Chu Ching		3.50
	10 pr Morocco Ankle ties		4.40
	3 Ch ^d peg slippers	35-	1.05-
	30 pr bucks	30	6.00
	Patterns &c		4.00
	Cotton fance, &c		4.00
	17 pr gaiters		16.70
	6 " fancy button shoes		2.25-
	Gigns		16.50
	Shoe bot		1.50
	" " Boot-truss		9.75-
	2 peg flesh.		1.00
	3 pr clamps		1.50
	6 Knirping boots		3.00
	8 pr Knirping boots & screws		4.00
	1 Knirping machine		10.00

7 Work benches		\$3.50
30 pair Corn & Kip boots	75-	\$22.50
3 fitted leg		6.00
1 pairUMP		1.00
2 pair boot stretchers		\$3.50
1 shoe stove, drum pipe		5.00
2 pair Custom Calf gaiters		5.00
6 " Cus boots	10/-	7.50
5 buck pegs		5.00
46 packages screws & nails		5.52
48 balls thread		4.80
5 per pair Leather uppers		8.75-
lot webbing		4.00
30 boots polish		4. =
3 set for <u>car</u>		3 -
~ <u>posts</u> -		6 -
lot of Cloth annuall-		3 -
Buckins Lashings &c		3 =
Kies & Pat leather		4.00
lot (mip) Cuttings		4. =
~ ~ ~		6.00
lot sole leather		\$4.00
Rim		10 =
Calf hair skins		9.50
3 doz Calf skins		\$22.00
1 Splitting Machine		7.00
juniche &c		1.50
2 Counters		10.00

28	1 deck vessel	\$0.00
	Chair &c	1.00
	Woods Coal &c	5.00
	Lease of Store No 30 Randolph	250.00
	Dr W Hewitt, note	100.00
	<u>Mr Cleesulep</u>	7.12
	" Hoffmann	3.87
	Mr J Jeffer	3.00
	C Sharp	3.00
	Capt Smith	6.48
	Chicago Times	24.80
	J Henry	4.50
	<u>W. Allen</u>	16.55
	Mr Reynolds &c	12.25
	Mr Gary	5.00
	Dr McLean	21.62
	<u>At H. Bones</u>	3.00
	Mr Todd	175.00
	Thos Dixon	6.85

"Schedule B" Liabilities

Whipple Alley &c	\$667
<u>Imancon</u>	562
Wheeler & Melner	127.50
S A Ward preferred	100.00
Pearson & Dana preferred	500.50
Curtis & Hear	190
<u>Bills Fargo &c</u>	128.00

And afterwards to wit on the 19th day of
March 1857 the said Defendant by his
attorney filed in said Court his certain Pleas to
the said Plaintiff's declaration which pleas are
in the words and figures following, to wit,

State of Illinois The Cook County Circuit Court
Cook County 3rd of the March Term 1857

John L. Wilson

vs.

Albert G. Pearson Plaintiff

And the said
defendant John L. Wilson by Rich V. Steele his
attorneys comes and defends the wrong injury where
re, and says that he did not take and detain
the said goods wares, merchandize and chattels
in the said declaration mentioned or any or either
of them or any part thereof in manner and
form as the said Plaintiff Albert G. Pearson
has above thereof complained against him and
that he the said Defendant puts himself upon
the country &c,

And for a further plea in this
behalf the said Defendant says that the said
Plaintiff ought not to have or maintain this
aforesaid action thereof against him, because
he says that before

29
And afterwards to wit at the March Term of
said Court to wit on the 4th day of
March in the Year last aforesaid the
following among other proceedings in
said Court, were had and entered of record
to wit,

Albert G. Pearson }
Assignee of T. G. Osborne }
vs } Replevin
John S. Wilson }

This day comes the said
plaintiff by Stevens his attorney and due
personal service of process of Replevin issued
in this cause having been had on said defendant
and he being three times solemnly called in open
court, comes not, nor does any person for him
but herein fails & makes default, which on
motion of said plaintiff is ordered to be, and it
hereby is taken and entered of record, Wherefore
said plaintiff ought to have and retain the
property replevied in this cause, and recover
of the said defendant his damages herein sustained
by occasion of the premises and thereupon the
said plaintiff consents to take one cent
damages. And thereupon comes also the said
defendant by his attorney and moves the Court to
set aside the default entered against him
and the Court not being sufficiently advised

apl 15

apl 18

apl 29

John S. Wilson defendant in above suit being
duly sworn, says that he is advised by his
attorneys and believes that he has a good
defence to said suit upon the merits; that he
the said Wilson was at the commencement of
this suit and now is Sheriff of said County
of Cook and as such Sheriff had by his
deputy George Anderson before the commencement
of this, seized, taken and held the goods
and chattels mentioned in the Replevy writ
in the above entitled cause under and by
virtue of an execution issued out of the Cook
County Court of Common Pleas on a judgment
obtained by Rodney M. Whipple, Edward
T. Alley and Luther Bellings against J.
Grant Osborn and also under & by virtue of
an execution issued out of the said Circuit
Court on a judgment obtained by the said
plaintiff Pearson & Co. Dana against the
said Osbourne, that after the said goods and
chattels were taken as aforesaid the said
Albert G. Pearson claiming to be the assignee
of the said Osborn brought this suit and
replevied the said goods and chattels, that
said Replevy writ was returnable on the
fourth Monday of March inst; that he is informed
and believes and expects to prove that the
said goods and chattels were at the time when

32 Replevin the property of the said Osborn, that
said pretended assignment to said Pearson
was not made & completed until after the
said executions were levied on the said property
and by virtue thereof and is invalid and
void.

And this deponent further says that
before and at the time of the commencement
of this suit he had retained as his general
attorneys and counsel Goodrich Farwell &
Sons, and that he supposed that by the
said general retainer all suits against him
would be looked to by his said attorneys
without special notice thereof, and that this
suit would be attended to accordingly, and
did not know to the contrary until the
morning of the 4th of March when he was
informed that default was entered against
him.

Witness my hand and subscribed

before me this 17th

March 1857

Amos L. Church Clerk

John L. Nelson
Sheriff

And afterwards to wit at the same term of
said Court last aforesaid, to wit, March 9th
A.D. 1857, the following among other proceedings
in said Court were had and entered of record
to wit:

33
 Albert G. Pearson
 Agent of J. G. Osborne
 John L. Nelson
 vs
 Replevin

This day comes the said
 defendant by Rich & Steete his attorneys, and on
 motion ordered that default ^{and} judgment heretofore
 (to wit, on the 14th day of March inst) taken and
 entered of Records against him be and the
 same is hereby vacated set aside and held for
 naught. And it is further ordered that the
 said defendant have ^{leave} to plead herein till
 Thursday Morning next

And afterwards to wit,
 on the 10th day of March in the year last
 aforesaid the said defendant by his said
 attorneys filed in said Court his certain
 motion which is in the words & figures following
 to wit,

Cook County Circuit Court
 John L. Nelson }
 vs
 Albert G. Pearson }

And now comes the said
 defendant by his attys Rich & Steete & moves
 Court to quash the writ issued in above cause
 on the grounds that the affidavit of said
 plaintiff filed in said cause is uncertain

34 informal and insufficient Rich & Steete
And afterwards ^{and for off}

to wit, at the term of said Court last aforesaid
to wit, on the 11th day of March in the year
last aforesaid the following among other
proceedings in said Court were had and
entered of records, to wit,

Albert G Pearson
opposed of J G Osborne }
vs. } Replevin
John L Wilson }

This day comes the said
defendant by Rich & Steete his attorneys, and
moves the Court to dismiss this suit on the
grounds of insufficiency of the affidavit, and
the Court after hearing counsel on the said
motion and being fully advised in the premises
overrules said motion and it is further ordered
that the rule to plead be extended in this case
one week

And afterwards to wit, on the 19th
day of March in the year last aforesaid the
said defendant by his said attorney filed in
the office of the Clerk of the Court aforesaid
his certain Pleas which are in the words and
figures following, to wit,

John L Wilson } The Cook County Circuit Court
vs. } of the March Term 1857

John S. Wilson }
vs }
Abel G. Garrison }
Plaintiff vs }
Defendant }

And the said defendant John S. Wilson by Rich & Steete his attorneys comes and defends the wrong and injury when so, and says that he did not take and detain the said goods wares Merchandise and Chattels in the said declaration mentioned in any or either of them or any part thereof in manner and form as the said plaintiff Abel G. Garrison has above thereof complained against him and of this he the said defendant puts himself upon the Country &c

And for a further Plea in this behalf the said defendant says that the said Plaintiff ought not to have or maintain this aforesaid action thereof against him because he says that before and at the said time when so the said goods and chattels were the property of one J. Grant Osborne and not of the said Plaintiff as by the said declaration is above expressed and this the said defendant is ready to verify wherefore he prays judgment if the said plaintiff ought to have or maintain his aforesaid action thereagainst him or he also prays a return of the said goods

and chattels together with his costs in this behalf to be adjudged to him &c

And for a further Plea in this behalf the said defendant says Actio Non, because he says that the said goods and chattels in the said declaration mentioned at the said time when &c were the property of him the said defendant and not of the said Plaintiff, as by the said declaration is also supposed, and that the said defendant is ready to verify wherefore he prays judgment if the said Plaintiff ought to have or maintain his aforesaid action there against him, and he also prays a return of the said goods and chattels together with costs in the behalf to be adjudged to him &c

And for a further Plea in this behalf the said defendant says Actio Non, because he says that before the said time when &c, in the said declaration mentioned, to wit, on the Second day of January Anno Domini One Thousand eight hundred and fifty seven at, to, Cook County aforesaid, a certain writ called a Fieri Facias running in the name of the People of the State of Illinois and directed to the Sheriff of said County of Cook was issued out of the Cook County Court of Common Pleas of said County of Cook and under the seal thereof

7
tested in the name of Walter Kimball
Clerk of the said Cook County Court of
Common Pleas and signed by the said
Clerk as of the second day of January
@ One thousand eight hundred and fifty
seven, commanding the said Sheriff that
of the lands and tenements goods and
chattels of J Grant Osbourne defendant in
said writ, he said Sheriff cause to be made the
sum of Six hundred and Eighty two dollars
and eighty nine cents, which Rodney M
Mipple Edwards T Allen and Luther Dilling
plaintiffs in said writ then lately in the Cook
County Court of Common Pleas of said
County of Cook of the second day of January
then astant in violation recovered against the
said defendant in said writ, and which
by the said Court was adjudged to the said
plaintiffs for their damages and also the
further sum of Four dollars and ninety five
cents which was adjudged to the said
plaintiffs for their costs and charges in that
behalf expended whereof the said defendant
was convicted as appears in record and
that he said Sheriff have paid money to
render to said plaintiffs for their said damage
and costs and make return of said writ in
writing days from the date thereof, which said

8
writ was in all respects in due form of law,
and afterwards and before the return day thereof
to wit, on the Sixth day of January Anno Domini
One thousand Eight hundred and fifty seven
at, to wit, said County of Cook said writ was
delivered to the said John L. Nelson defendant
(who then and from thence until and at and
after the execution of the said writ as hereinafter
stated was Sheriff of the said County of Cook
to be executed in due form of law, and that
by virtue of the said writ the said John L.
Nelson as being Sheriff of said County of
Cook as aforesaid by one George Anderson who
was then and from thence until and at and
after the execution of said writ Deputy Sheriff
of said County of Cook duly appointed and
empowered to act) afterwards and before the return
day of said writ to wit at the said time when in
in said declaration mentioned at, to wit, said
County of Cook seized and took the said goods
and chattels in said declaration mentioned, the
same then and there being within said County
of Cook and then and there being the property
of the said J. Grant Osbourne and not the
property of the said Plaintiff as by the said
declaration is above offered and this the said
defendant is ready to verify. Wherefore he prays
judgment if the said Plaintiff ought to have or
maintain his aforesaid action thereof against him.

29
And he also prays a return of the said goods
and chattels together with his costs in the
behalf to be adjudged to him &c

And for a further
Plea in this behalf the said defendant says
Acting now because he says that before the said
term when &c in the said declaration mentioned
to wit, on the Eighth day of January Anno Domini
One Thousand eight hundred and fifty seven at
Cook County aforesaid a certain writ called a
Fieri Facias was issued out of the Circuit Court
of Cook County ^{in the said County of Cook and State of Illinois} and under the seal of the said
Circuit Court running in the name of the
People of the State of Illinois and directed to
the Sheriff of said County of Cook dated in the
name of William L. Church Clerk of the said
Court as of the Eighth day of January A.D.
1857 and signed by the said Clerk,
Commanding the said Sheriff that of the
lands and tenements, goods and chattels of
J. G. Osbourne defendant in said writ, he
said Sheriff cause to be made the sum of Six
hundred and Thirty Five Dollars which Albert
G. Carson and William V. Dana Plaintiffs in
said writ then lately in the Circuit Court of
Cook County at a term thereof begun and held
at Chicago in said County on the Third Monday
of November the last past, recovered against the

40 said defendant and which by the said Court was adjudged to the said plaintiff for damages, and also the further sum of Four dollars and five cents which was adjudged to the said plaintiffs for their costs and charges in that behalf expended whereof the said defendant was convicted, as appeared of Record and that he said Sheriff have paid the same ready to render to said plaintiffs and do return to said writ in ninety days from the date thereof which said writ was in all respect in due form of law and afterwards and before the return day of said writ, to wit on the said eighth day of January A.D. One Thousand Eight Hundred and Fifty seven at to wit, Cook County aforesaid said writ was delivered to the said John L. Nelson Defendant (who then and from thence until and at and after the execution of said writ is hereinafter stated was Sheriff of the said County of Cook) to be executed in due form of law, and that by virtue of said writ the said defendant John L. Nelson so being Sheriff of said County of Cook aforesaid by one George Anderson (who was then and from thence until and at and after the execution of said writ Deputy Sheriff of said County duly appointed and empowered to act) afterwards and before the return of said writ to wit, at the ^{paid} times when re

41 in said declaration mentioned at to wit, said
County of Cook seized and took the said
goods and chattels in the said declaration
mentioned the same then and there being
within the said County of Cook and then
and there being the property of the said
J Grant Osbourne and not the property of
said Plaintiff as by the said declaration
is above ~~supposed~~. And this the said
defendant is ready to verify wherefore he
prays judgment if the said plaintiff
ought to have or maintain his aforesaid
action thereof against him, and he also
prays a return of the said goods and
chattels together with his costs in this behalf
to be adjudged to him &c

Rich & Steele

Attorney for Defendant

And afterwards to wit on the 1st day of
April in the year last aforesaid the said
Plaintiff by his said attorney filed in said
Court his certain replication which is in
the words and figures following, to wit,

State of Illinois) In the Cook County Circuit
Court)
Cook County) Court

Albert G Pearson
Assignee of J G Osborne
vs
John L Nelson

Application

And now comes the said
Plaintiff Albert G Pearson by his attorney
N B Stevens and for Replecation to the first
plea of the said defendant John L Nelson
above pleaded wherein he hath put himself
upon the Country doth the like

And for Replecation
to the second plea of said defendant above
pleaded comes the said plaintiff and says
preclude now because he says that the
property of the said goods and chattels at
the time of the taking vs the said goods
and chattels, was in him the said plaintiff
in manner and form as by his declaration
aforesaid above thereof hath alleged; and
this he prays may be enquired of by the
Country

And for Replecation to the third
plea of said defendant above pleaded
comes the said plaintiff and says preclude
now, because he says that the property of the
said goods and chattels at the time of the
taking vs the said goods and chattels, are in
him the said plaintiff in manner and
form as he by his declaration aforesaid above

3
thereof hath alleged, and this he prays may
be enquired of by the Country

And for replication
to the fourth plea of the said defendant above
pleaded comes the said plaintiff and says
precludi non because he says that the goods
and chattels in said plea mentioned at
the time of the taking viz in said plea
alleged were the property of the said plaintiff
in manner and form as he hath in his
said declaration alleged and of this he
puts himself on the Country & the defendant
doth the like

And for further replication to
said fourth plea by special leave, comes
the said plaintiff and says precludi non
because he says that the said defendant
did not, nor did any other officer receive
the said writ of Fieri Facias in said plea
mentioned until after the fifth day of
January (A.D) 1857, to wit, until the sixth
day of January (A.D) 1857 and that on
the fifth day of January (A.D) 1857
the said Grant Osborne who then and
there owned and was possessor of said property
and who was then and there residing
circumstances, for and in consideration of
a sum of One Dollar to him in hand paid

44 made executed and delivered to said plaintiff as his assignee his certain voluntary assignment of all his estate and effects including the goods and chattels in said plea mentioned in trust for the benefit of his creditors and that by virtue of said assignment and the powers therein granted and delegated said plaintiff did on said fifth day of January AD 1857 accept of said trust and did on said last mentioned day enter into and take possession of the property and effects so assigned including the goods and chattels in said plea mentioned and that said assignment was in full free and valid in law at the time when &c and this he is ready to verify, wherefore he prays judgment &c

And for further replication by special leave &c now comes the said plaintiff and as to the said fourth plea above pleaded says procludi non, because he says there is no record of the judgment and writ of Fieri Facias in said plea mentioned in manner and form as therein alleged and of this he puts himself on the Country & the defendant doth the like

And for replication to the fifth plea of the said Defendant &c comes the said plaintiff and

says preclude now, because he says that the goods and chattels in said plea mentioned at the time of the taking &c. in said plea alleged were the property of the said plaintiff in manner and form as he hath in his said declaration alleged, and this he puts himself on the Country, and the defendant doth the like

And for further replication to said fifth plea, by special leave re, comes the said plaintiff and says *proaudi* non, because he says that said defendant did not, nor did any other officer receive the said writ of *Fieri Facias* in said plea mentioned until after the fifth day of January AD 1857, to wit until the Eighth day of January AD 1857 and that on the said fifth day of January AD 1857 the said ^{who then and there owned said was possessor of said property, and} Grant Osborne, who then and there was in failing circumstances, for and in consideration of the sum of One Dollar to him in hand paid, made, executed, and delivered to said plaintiff as his assignee his certain voluntary assignment of all his estate and effects including the goods and chattels in said plea mentioned, in trust for the benefit of his creditors, and that by virtue of said assignment and the

46 powers therein granted and delegated
said plaintiff did on said fifth day of
January A.D. 1857 accept of said trust,
and did on said last mentioned day enter
into and take into his possession the property
and effects so assigned including the goods
and chattels in said plea mentioned, and
that said assignment was in full force and
vigour in law at the time when &c, and
this he is ready to verify wherefore he prays
judgment &c.

And for further replication
by special leave &c, now comes the said
plaintiff and as to the said fifth plea
above pleaded says precludi non,
because he says there is no record of the
Judgment and writ of Fieri Facias in
said plea mentioned, in manner and
form as therein alleged and of this he
puts himself on the Country & the defendant
doeth the like

W. H. Stevens Atty for Plaintiff

And afterwards, to wit, at the April Term
of said Court, to wit, on the 28th day of May
in the year last aforesaid the following
among other proceedings in said Court, was
had and entered of record, to wit,

47
 Albert G. Pearson }
 Plaintiff of D. G. Spelman }
 vs } Replevin
 John L. Wilson }

This day comes the said parties by their attorneys, and due being joined herein, it is ordered that a jury come. Whereupon comes the Jurors of a Jury of good and lawful men to wit

H. Brouneman, L. Rosenblum, A. Gray, P. Brackett, J. B. Bridges, M. Payington, W. B. Dalton, C. Dunning, J. F. Martin, J. Richards, S. Spence & Cole

Who being duly elected tried and sworn well and truly to try the issue joined aforesaid, after hearing part of the evidence adduced, and the hour of adjournment having arrived it is ordered that they be allowed to separate to meet the Court at the coming in thereof to morrow morning.

And afterwards to wit at the same term of said Court last aforesaid, to wit, on the 29th day of May in the year last aforesaid the following among other proceedings in said Court were had and entered of records in this cause, to wit,

48 Albert G Pearson
Agent of J G Osborne
vs
John S Nelson Replevin

This day comes again
the said parties by their attorneys and the
jury heretofore empaneled in this cause
also come, and they having heard all
the evidence adduced, arguments of
counsel, and instructions of the Court, retire
to consider of their verdict, And afterwards
come into Court, and say, "We the jury
find the property in question to be the property
of the plaintiff"

Whereupon the said defendant
moves the Court for a new trial of the cause

And afterwards, to wit, on the day and
year last aforesaid the instructions were
fild in said Court and read to the jury
aforesaid by the Court, to wit,

Plaintiff's Instructions

1. If the jury believe from the evidence that the
assignment was made bona fide & that
they took possession of the property assigned
previous to the execution being received
by the defendant and that such possession
is open and exclusive then plaintiff is

49 entitled to a verdict in his favor for the return of the articles mentioned in the writ

The mere fact that the assignment contains a preference or prefers two of Osborn's creditors does not render it void.

2^d

(Given) If the Jury believe from the evidence that the assignment was made & accepted & that plaintiff took open exclusive and actual possession of the property pursuant to the levy, then plaintiff is entitled to a verdict unless they are satisfied the assignment was made fraudulently which defendant is bound to show he being the party alleging the same. The law is that fraud is not to be presumed and must be proved

(Given) In all cases of alleged fraudulent sales of personal property a knowledge of or participation in the fraud must be shown on the part of the buyer as well as the seller in order to defeat the recovery of the plaintiff

Defendant's Instructions

1st -

If the Jury shall find from the evidence that the assignment in question was made by Osborne to Pearson with the intent or for the

50
Given
purpose of hindering delaying or defrauding
his creditors in the collection of their debts, that
it was made colorably between the parties to
enable Osborne to continue in possession of
the property, and to carry on business for
his own benefit, then the same is void as to
creditors although the jury may find that
the assignment was made to secure the payment
of a bona fide indebtedness.

2
If the Jury shall find from the evidence
that there was no actual, open and
exclusive possession of the goods in question
taken by or delivered to the assignee under the
assignment before the levy of execution, and
that Osborne continued in the actual
possession of the goods after the transfer and
was so in possession at time of levy then the
assignment was void as to creditors and the
defendant is entitled to recover

The acts and transactions of the assignor &
assignee or either of them after the execution
of the assignment & taking possession of the
property by the assignee, can only be taken in
consideration by the Jury for the purpose of
determining as to the fraudulent intent of the
parties at the time of the execution of the assignment
and whether the same was fraudulent at that time.

But if the Jury shall find that no actual & exclusive possession was taken by the assignee under the assignment then the same is void as to execution - creditors

The fraudulent disposition of the property under an assignment by an assignee does not affect the instrument or his title under the same provided he is entitled to hold it against creditors and the ^{same} instrument is not void as to them. It may be grounds for his removal &c

And afterwards, to wit; on the 30th day of May in the year last aforesaid the said defendant filed as said Court his certain motion which is in the words and figures following, to wit,

Cook County Circuit Court
 Albert G. Parsons
 Assignee
 vs
 John L. Nelson

And now the said defendant and moves for a new trial in above case on the following grounds

1 The verdict was against the law & evidence

2 The instructions on the part of the plaintiffs
each & every of them was against the law

3 Newly discovered evidence

Chicago 29th May 1857

Rich & Steele
for deffts

And afterwards, to wit, on the 9th day of
July in the year last aforesaid, to wit, at
the June Special Term of said Court the
following among other proceedings in said
Court were had and entered of record, to wit,

Albert G. Pearson }
796 Agent of J. G. Peabody }
vs } Replevin
John L. Wilson }

This day comes the said
parties by their attorneys and the Court having
heard counsel on said defendants motion for
a new trial of this cause and being fully
advised in the premises grants the same at
defendants costs

And afterwards to wit at the November Term of
said Court, to wit, on the 10th day of December in the
year last aforesaid the following among other proceed-
ings in said Court were had and entered of record

to wit,

Robert A. Pearson

376 Plaintiff of T. J. O'Brien

vs
John S. Wilson

Replevin

This day comes the parties hereto and upon issue joined let a Jury come whereupon came the Jurors of a Jury of good and lawful men, to wit, J. A. Whitt, C. McLean, M. O'Brien, W. Nash, D. Mullen, J. Duffy, W. A. Ruggles, J. S. McKee, W. Banks, William Tate, James Taylor and W. C. Barnett, who being well and truly elected, tried and sworn to well and truly try the issue joined after hearing the evidence adduced arguments of Counsel and instructions of the Court, retired to consider of their verdict, and afterwards returned into Court and say: That the jury finds the issue for the plaintiff and assess his damages herein to one cent. Whereupon the said defendant moves the Court for a new trial herein

And afterwards to wit, on the 8th day of January last aforesaid the said Defendant filed in said Court his certain Motion for a new trial which is in the words and figures following to wit

Cook County Circuit Court

John L. Nelson

ad

Albert G. Pearson

Upham v

Cummings

And now comes the said
Defendant by Rich V. Steele his attorneys and
moves the Court for a new trial in above case
Grounds of Motion

- 1 The Verdict is against the law
- 2 The Verdict is against the evidence
- 3 Because the Court gave the 1st 2^d 3^d 4th & 5th
to instructions submitted by plaintiffs counsel
said instructions tending to mislead the jury
- 4 Because the Counsel for Plaintiff contended
before the jury and the Court so instructed
the jury that unless they found actual fraud
both in plaintiff & Osborn in the execution
of the assignment and before the levy of the
Whipple execution the verdict must be for
plaintiff.
- 5 Because the Court gave a new instruction for
defendant in lieu of one (the fifth) submitted by
defendants counsel relative to the Pearson & Dana
Judgment & Execution

6 Because the Court modified other instructions submitted by counsel for defendant

7 Because the Court in the absence of Counsel for defendant gave oral instructions or explanations to the jury

Rich v. Seete

Attorney at Law

And afterwards to wit, at the January Special Term of said Court to wit January 29th AD 1858 the following among other proceedings in said Court were had and entered of record to wit,

Albert G. Pearson

Appraiser of J. G. Osborne

376

John S. Wilson

Replevin

This day again comes the said parties by their respective attorneys and counsel having been heard upon the motion of the said defendant for a new trial of this cause and due consideration being thereupon had and the premises fully understood it is ordered by the Court that said motion be and it hereby is overruled, and to the ruling of the Court in overruling his said motion the said defendant by his counsel now here excepts

56
Therefore it is considered by the Court that the said plaintiff do have and retain the possession of the property replevied in this cause, to be held by him irrevocable, and that he have and recover of the said defendant his damages of One cent in form by the Jury aforesaid together with his costs and charges by him in that behalf expended and have execution therefor.

Whereupon the said defendant by his Attorney prays an Appeal to the Supreme Court of the State of Illinois which is granted on condition that within 20 - days he execute and file his appeal bond in the penal sum of Two Hundred Dollars with goods and sufficient surety to be approved, Conditions according to law, and it is further ordered that he be allowed 20 days to prepare & file his bill of exceptions herein.

And afterwards to wit on the 18th day of February in the year last aforesaid the said defendant filed in the Office of the Clerk of said Court his certain appeal bond which is in the words & figures following, to wit,

Know all men by these Presents that we John L. Nelson and Rodney M. Whipple of the County of Cook and State of Illinois are held and firmly

7
unto Albert G Pearson in the penal sum of
Two 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 jointly by these presents. Witness our hands
and seals this Eighteenth day of February A.D.
1858

The condition of the above obligation is such
that whereas the said Albert G Pearson did on
the 16th day of December A.D. 1857 before the
Honorable George Manwrie Judge of the
Circuit Court of the County of Cook in the
State of Illinois in an action of Replevin
then and there at issue and tried before the said
Court, recover a judgment against the above
bounden John L Wilson for One cent damage
and the costs of suit from which judgment the said
John L Wilson has taken appeal to the Supreme
Court of the State of Illinois aforesaid,

Now if the
said John L Wilson shall duly prosecute
his said appeal and shall pay whatever
judgment may be rendered against him by
the said Court together with costs interest and
damages in case the said judgment so appealed
from shall be affirmed then the above obligation to be
void otherwise to be and remain in full force and
effect

John L Wilson (Seal) Adversary in Whipping

Approved
George Manwrie
Judge of the Circuit Court

And afterwards, to wit; on the 18th day
of February, in the year last aforesaid, and
by agreement, as of the 16th day of December
last past the said defendant filed in the
Court aforesaid the certain bill of
exceptions which is in the words
& figures following, to wit;

[A large, wavy, vertical line, likely a placeholder for a signature or a decorative flourish.]

59 Cook County Circuit Court

John L. Wilson

vs

Albert G. Pearson

Assignee of J. G. Osborne

In Replevin

Be it Remembered

That afterwards to wit on the Sixteenth day of December A.D. 1857 being at the November Term of said Court A.D. 1857 before Hon. George Munroe Judge of said Circuit Court, according to the form of the Statute in such case made and provided the aforesaid issue so joined between the said parties as aforesaid came on to be tried by a Jury of the County of Cook afore said for that purpose duly empanelled good and lawful men of said County at which day came there as well the said plaintiff as the said Defendant by their respective Attorneys afore said and the Jurors of the Jury afore said empanelled to try said issue being called also came and were there and there in due manner chosen and sworn to try said issue and upon the trial of said issue the Counsel for the said plaintiff to

0 Meritt and Spruce said after
an inspection called J. G. Osborne
who being sworn testified as follows
to wit: (Witness is shown a paper
purporting to be an assignment from
Witness to Albert G. Pearson for the benefit
of his Creditors dated January 5th 1857)

"That is my Signature - Also Pearson
I was unable at that date (January
5th 1857) to pay my debts - The 5th was
an Monday - The assignment was
made on Monday A.M. - was signed
and dated that forenoon, after it was
made Pearson came over to the Store,
went into the back room and said to
Nixon, my foreman "I am back here
now, and will see you paid" Pearson's
Clerk came in the afternoon - The
Store that night was locked up by
Nixon by direction of Pearson and
opened next morning. I did not
Exercise any act of ownership that day
after Pearson's Clerk came in that
after noon. He got a book to enter
sales in and put up a sign on the wall
near the door and a large placard in
the front window "His Stock and Lease
for Sale - apply to A. G. Pearson of Sioux"
- it was pretty large and continued there

61 In the rear of the store a placard
was put up at the clerk so that it
could be seen distinctly - They were
all of the same tenor and were put up on
the day of the assignment.

I was in the store on Tuesday morning
and then absented myself - Toron
Pearsons Clerk was there - also Simpson
and the workmen and continued to
work as before. The signs were there
That afternoon (Tuesday) I found the
Store had been closed by the Sheriff
I was not there when the Sheriff came
I went to see Pearson and asked
him the meaning of it, and he said
he should receive the goods.

The inventory in the assignment contains
a true statement of all the stock then on
hand of all my property and all debts.

It was made on the 10th of January
and executed on the 11th.

The Counsel for the said defendant to
maintain and prove the said issue and
his part then cross examined the said
J. G. Osborne and on such Cross
Examination he testified as follows to wit:

I surrendered possession to Pearson
on the morning of January 10th.
I was in and out of the store during

^{There was a small amount of sales made that day.}
2 That day - the workmen continued on
their work, I think there was no new
work taken in that day, I have no
recollection of making any sales that
day - the sales were made by the
Clerk and money received by him.

I was there a short time Tuesday morning
but did not feel authorized to make sales
- am not able to say whether any sales
were made there that day - A noon was
there - Town was there when I
went in - directing - I have no
recollection of giving any direction
or advice about the business - I stopped
in the store a short time in the morn-
ing and then again after dinner -

It was nearly dark when I found
the store closed, After that Tuesday
the goods were reloaded and Pearson
told me to go and take charge of the
goods, The store was closed on Tues-
day the 6th of January and reopened
on the Monday or Tuesday following.

Pearson then gave me the Key of the
store and told me to go on sell the
goods - to keep a careful account of
the sales and not mix up the matter
with the old books - I then had the
whole control and management of the

63 Store and was put in charge of it
by Pearson - and was engaged there
from that time up to ^{the} time the lease
expired - the 10th of September last
about Eight months in all - during
that time I had charge of the Store.
The amount of sales during that time
averaged three hundred dollars per
month - or \$2400⁰⁰ in all - at the
time of the expiration the stock was
valued at two thousand (\$2000) dollars
including the lease of the store valued
at two hundred (\$200) Dollars, about
Eighteen hundred (1800) Dollars, mer-
chandise, There was no new acquirement
or marketing of the goods after I went
in there - after the expiration we
sold the goods for less - about 25 per
cent cheaper - with a view of closing
out the stock some old accounts were
collected - about One hundred dollars
and credited to Pearson - some new
stock was purchased to keep up the
assortment - during the Eight months
about one quarter ($\frac{1}{4}$) new stock was
added to the old - Pearson furnished
the new stock - I procured it from
Pearson's Store as it was required from
time to time, The business of manufacturing

64 and repairing continued to proceed as before and new orders were taken and filled all the time, as usual. I bought some new stock elsewhere than at Pearsons - only where I could by very cheap for cash - nothing further than that. I think there was a small bill bought of Whipple Alley & Billings for cash - I bought them myself and paid for them. They were sold and went into the stock and helped pay my debts, for the benefit of my Creditors.

Pearsons Clerk. Town occasionally came into the store - but took no charge of the business, after the stock was replaced and the store reopened. No agent of Pearson's but myself was there to take any charge after that time. The balance of the stock was left with Pearson after the lease expired - was put in his store on Lake Street. It was necessary to do that as the lease had expired and the stock on hand had to be taken away, at the time of the assignment my debt to Pearson & Dana was in book account and was about five hundred dollars, my debt to S. A. Ward was a note for money borrowed which

65 had not quite matured at the time of the Assignment - The money was borrowed in December and note was for sixty days.

I went into possession as Pearsons Agent to sell the goods to save great sacrifice in the sale of them with the understanding that I was to draw twelve shillings per day until the stock was ^{disposed of}. I took possession from the 12th to 18th of January. At the time Pearson handed me the Key of the Store, the arrangement was made - No other arrangement than this was ever made, I had no other motive in preferring Creditors in the assignment than to secure them and pay them.

I gave Pearson and Dana a July month note - I think it was given at the date January 12th 1857 - previous to the Assignment - the date is all I go by - My recollection is indistinct.

The consideration of the note was a debt due Pearson & Dana - I can't remember the particulars - I think it was given at Pearsons Store - that it was a compromise matter between Pearson & Co and Whipple Alley & Billings. I did not owe Pearson & Dana the note in addition

to the bank account - I only owed
 the bank account - I don't recollect
 how the note came to be given - think
 it is in Stevens handwriting and he
 may be able to explain why it was
 given - I don't know where the note
 I gave Ward for borrowed money, is -
 don't recollect having seen it since
 it was given - I have not paid it
 and think Ward still has it in his
 possession - I had a conversation with
 Whipple at his Store about the first
 of January last. - I told him then
 I was able to pay my debts - think
 I gave him a judgment note ^{two judgment notes} at that
 time - I paid him nothing then -
 had paid him some money previously.

I don't recollect that I said to him
 I would make a payment to him the
 following Saturday - nor that I said
 at that time, that I contemplated taking
 in a partner -

The counsel for the plaintiff further
 to maintain and prove the said issue
 on his part examined the direct examina-
 tion of said Osborne who testified
 as follows to wit;

The Schedule attached

67 to the Assignment is in my handwriting. It is of all I had at the time in the world - the prices are cash prices - Including the value of Signs, fixtures and goods - the value of goods in Store would have been about fifteen hundred dollars wholesale price. The stock was broken and pretty well cut up and it was necessary to have new stock to make anything out of it.

It was made up of parts of two old stocks that I had bought and required additions to see it out. Additions were made for the purpose of selling out the old stock.

The arrangement I made with Pearson was that I should take possession and sell the goods until the stock was disposed of (or until due disposition could be made of the Lease of the Store) I had paid a great deal for the stock and was unwilling to have it sacrificed. I was to have \$100 per day and to account to Pearson for all sales made - I acted as Pearson's agent. The balance of stock - I returned to Pearson in September last after the Lease expired was about five hundred (\$500) dollars up

68 wholesale price - I paid to Pearson
over One thousand Dollars from the
time I went in on the 10th January
to the time I closed - the amount act-
ually paid was One thousand and
ninety three dollars nett - less forty
five dollars, note to be deducted,

This was besides all expenses of
carrying on the business which were
paid besides - The remnant of goods
was sent in the corner store of Wells
& Lake - it was unoccupied at
the time - it is a few doors West of
Pearson & Dana's Store - The Gilt
sign in the window of J. G. Osborne
continued during the time that I
acted as Pearson's agent - That
note to Pearson & Dana is very in-
distinct in my recollection - it was
accepted by Stearns advice at Pearson's
Store - I have an indistinct recollec-
tion that Whipple was very anxious to
make a settlement with Pearson and
that note was executed in consequence
- think that Whipple drew back -
The debt to Pearson & Dana was all
due at the time of the assignment - the
debt to Whipple, Alley & Billings was
not due then - Had given them new

69 notes and the time was extended.
(Notes to Whipple, Allay & Billings shown
to (Nathans) I executed those notes - at
the time I gave them, I did not bring
any new goods - it was the money
of the old debt, Pearson & Dana
were in the wholesale & retail boot &
shoe business - Think Pearsons personal
attention was required at the store
- It was not possible for him to
attend to my store - I had carried
on business 15 months in the stand
it had been previously occupied for
a boot & shoe store - I paid a
bonus for the lease of it - it was
an old boot & shoe stand - I never
had a definite offer for the stock or
lease - Considered the lease of some
value had paid value for it.

The Counsel for the said defendant
to maintain & prove the said issue
on his part then resumed the Cross
Examination of said Osbourne -

^{Could he testify as follows to the jury?}
"My signs were taken down by
Loren when he came & he put them
in the desk - I had a gilt sign in
the window "J G Osbourne Agent -
the word agent was legible, - It
was a small sign - had been re-
moved from the window, and I put it

70 back with "Agent" to it -

My interest in the matter ended
with my pay for my services -
I have no interest in the event of this
suit - the ballance of Stock was taken
to Pearson & Dana's Store - I am not
able to say whether it has been since
sold,

The Counsel for the Plaintiff further to
maintain and prove the said issue on
his part called Horace H. Irvine
who being sworn testified as follows viz:

I am acquainted with Pearson
Osborne & Whipple - I was at work
for Pearson & Dana at 184 Lake St
on the 6th of January last, as Clerk
I went to Osbornes Store that day at
the request of Pearson, for the purpose
of taking charge of the Store and
keeping account of sales - It was about
8 AM, - As money was paid in I
was to receive it - The first thing
I did was to take down Osbornes
Sign & put up those spoken of by
Osborn - On one of the Signs it said
"Assignees Sale" - Selling off goods at
cash - A G Pearson Assignee.
Pearson went to the Store with me

One of the Signs was tacked on the outside of the Blind - One on the inside in the window - one in front One on one side and one in the rear of the Store - The notices were so put up as to attract attention on the outside and inside - I remained in the Store during the day - till night & Signs remained there - During the day George Anderson Deputy Sheriff and Whipple came to the Store - about 3 o'clock - Anderson said he came for the purpose of making a levy - he did not say what paper he had or in whose favor - that I recollect I told him that an Assignment of the Stock had been made to Pearson as Assignee - Whipple said to Anderson "Are you going to make a levy?" Anderson said No, he would wait and see if the Assignment was good for anything - They made no levy that afternoon, and they did not come back that night until after I left - about 6 o'clock - I did not close the Store that night - I left the Key with Mr Nixon and left him in charge of the Store and he was to shut up. During the day Nixon & I

72
took the whole charge of the of the
store - Osborne came in and took
his regular account books out of the
store and carried them home -
Pearson & Dana were then in the
Bart Shoe business - doing a large
business - Exceeding \$100,000, and
it required Pearson's personal atten-
tion there - I did not go back after
I left the store that night and have
never been been there since - It was
closed that night by the Sheriff.

The Counsel for defendant to maintain
and prove said issue on his part then
cross examined the said Horace H
Jones - and on such cross examination
he testified as follows viz;

Sales were made the day I was there
- Sales small - Workmen going on
as usual in the Shop - There were no
orders for new work that day -
We tried to sell the goods at whatever
could get for them - The sales that
day did not exceed three dollars -
Nixon made all the sales that were
made that day. Pearson went over
in the morning with me and I think
came in again once afterwards -

3 He remained half an hour the first time
Account of Sales was kept on a slate
that day - I had nothing further to do
with the premises after that day - I
continued on Pearson's Employ up to the
1st of September last. The goods were
not brought there up to the time I left.
I know of Additions made to the Stock
from time to time at Osbourne's Store to
keep up the assortment - mostly procured
by Osbourne - During the entire season
this was done. Purchases were made
by him from week to week - perhaps
often -

Direct Examination of witness
I now resumed -

The Old Stock consisted
of remnants and odd sizes and the
new purchases were made to keep up
the assortment.

The Counsel for the said Plaintiff
further to maintain and prove the said
issue on this part called.

William St Simpson who being sworn
testified as follows viz:

I am acquainted
with Pearson and Osbourne - I was
at Osbourne's Store on the 5th January

74 last - Pearson and Osbourne came
in and Pearson said he had got the
Stone - Osbourne had assigned to him
that he would be back after that, and
wished me to take charge of the Store
and he would pay me - I took
charge of the Stone - locked ^{it} that
night and took the Key home - I
opened the Store next morning and
commenced work - I stayed during
the day on the 6th in the Store -
I know Anderson and Whipple -
They came into the Store in the after-
noon about 2 or 3 o'clock -
Anderson said he was going to shut
up the Store - I told him that
it belonged to Mr Pearson - They
went off and returned again about
6 o'clock - Anderson came alone
and told us to shut up the shutters and
give him the Key, I told him Mr
Pearson had left me in the Store -
He said he had an Execution against
Osbourne - Previous I had been at
work in the Store - on the 3rd of
January and 6th - Between the 3rd
and Evening of the 6th no great
amount of Sales were made - not
Exceeding \$3 in all, there was no

75 property removed out of the Store
between the 3^d & 6th. When we put
up the Shutters on the Window, he
(Anderson) got the Key and left a man
inside - The man's name was
Hogan - I was foreman in the Store
previously to the Assignment to Pearson.

It is admitted by Counsel for respective
parties that the goods replevied were
the same as mentioned in the assignment.

The Counsel for the Defendant to
maintain and prove said issue on his
part then Cross Examined the said
William H. Hogan and on such Cross
Examination he testified as follows viz;

I was Employed in Ebenezer
Store about nine or ten months all together
beginning in September 1886 and continuing
until said Remnant of Stock was re-
moved to Pearsons, Dana's Store -

I was familiar with the Sales from
day to day, after the Assignment goods
were sold a little cheaper - from
12 to 25 cents cheaper - I cannot
tell the amount of new stock added
There was very little difference made
in prices - if any it was made in

76 a slack time when buisness was falling
off - I never knew any difference in
in price of new and old goods -

Prices for work were the same as before
New stock for manufacturing was
obtained - Enough to fill up and
keep at work, Its distinction was
made between new and old goods -
that is, between goods on hand at the time
of the Assignment and those obtained
afterwards - they were all mixed
up together - I don't recollect any
and being trusted, Books were kept
by Osbourne, Sales made during the
day were entered in the book - I
generally took store pay - pay out
of the stock, Books that were manu-
factured I sold and got my pay -
I got no pay outside of this way,
I kept ^{Osbourne filled with the hump and} account of work made up
We worked up what stock there was
in store, There were from 4 to 6 or 7
hands in the store - The same hands
as had been at work for Osbourne,
They continued during the season and
some after I left - I could discover
no change or difference in the general
conduct and management of the store
in the last six months from what it

77 was before the Assignment -

Direct Examination of Witness Nixon resumed and he testified as follows viz:

"Obonnes Signs were taken down and bills put up to the effect that there was an Assignees Sale of Lease and Stuff, The Signs were up during the time Osbourne was in possession after Anderson was there.

Three or four men were at work in August - Osbourne said he was going to leave the store and that I had better look for a better situation. The stock was very much reduced when I left

Cross Examination of Witness Nixon resumed and he testified as follows viz:

Pearson never paid me nor any of the hands anything - I was there constantly.

The Counsel for the Plaintiff further to maintain and prove the said issue on his part introduced an instrument in writing purporting to be an Assignment of property of J. Grant Osbourne to Albert J. Pearson for the benefit of Creditors not recorded dated January 5th 1837 as follows viz:

18 "This Indenture Made this fifth day
of January in the year of our Lord
One Thousand eight hundred and fifty
seven Between J Grant Osborne of
the City of Chicago, County of Cook
and State of Illinois of the first part
and Albert G Pearson of City
County and State aforesaid of the
Second part; Whereas the said

party of the first part is indebted to
said party in divers sums of money
which he is unable to pay; and has
agreed to convey and assign all his
Estate and effects for the benefit of his
creditors as hereinafter mentioned.

Now, This Indenture Witnesseth that the
said party of the first part in considera-
tion of the promises and of the sum of
One Dollar to him in hand paid by
the said party of the second part, the
receipt whereof is hereby acknowledged
hath granted bargained sold assigned
transferred and set over unto the said
party of the second part his heirs executors
administrators and assigns all and singular
the lands real estate chattels real and
tenements and hereditaments of the said
party of the first part and also all
the goods wares and merchandise

personal property chattels and effects belong-
ing to the said party of the first part
and also all and singular the debts sums of
money, balances of account, promissory
notes bonds judgments and other securities
claims and demands now, belonging due
or payable or to become due or payable
to the said party of the first part of which
said Estate Chattels real personal
property Effects debts securities claims
and demands a Schedule is hereby
annexed and marked Schedule A and
also all books of account of the said
party of the first part and all papers
documents vouchers relating to his business
dealings property or affairs,

To Have and To Hold the same and
Every part and parcel thereof unto the
said party of the Second part his heirs
executors administrators and assigns,

In Trust Nevertheless and to and for the
uses intents and purposes following that
is to say, That the said party of the
Second part shall take possession of the
said property hereby assigned or intended
to be; and shall with all convenient
diligence sell and dispose of the same
at public or private sale as he may
deem most beneficial to the interests of

80 the creditors of the said party of the first part and convert the same into money, and shall also with all reasonable diligence collect get in and recover all and singular the said debts bills notes accounts and balances of account Securities claims and demands hereby assigned or intended to be. And with and out of the proceeds of such sale and collection that the said party of the second part shall first pay and disburse all the just and reasonable expenses, costs charges and Commission attending the due execution of these presents and the carrying into effect the trusts hereby created together with a reasonable and lawful Compensation or Commission for his own services; and with and out of the residue or net proceeds of such sale and collections the said party of the second part shall pay and discharge the debts due and owing by the said party of the first part in the order and manner following that is to say: First the said party of the second part shall pay all the debts (money due and owing from the said party of the first part to the

11 firm of Pearson and Dana Mann-
facturers and dealers in Boots Shoes
and Rubbers at No 184 Lake Street in
the City of Chicago, aforesaid, said
debt now amounting to the sum of
Five Hundred Dollars and fifty cents
if the said proceeds shall be sufficient
for that purpose and also a debt of
One Hundred Dollars to S H Ward
and if the same be not sufficient
then the said party of the second
part shall apply the said net proceeds
to and in payment of the said debts
to the said Pearson and Dana and
the said S H Ward ratably.

Secondly after the payment in full
of the said debts to the said Pearson
and Dana and S H Ward as afore-
said in the manner above directed
the said party of the second part
shall use and apply the rest and
residue of the said net proceeds if any
there be in and towards the payment
of all the debts designated in Schedule
B hereto annexed equally and ratably
and without distinction or preference.

Lastly after the payment of all
the costs charges and expenses attend-
ing the execution of the trust hereby

created and the pay, must and discharge
in full of all the lawful debts due
or owing by the said party of the first
of any and every kind and description
if any part or portion of the proceeds
of the said sales and collections shall
remain in the hands or control of the
said party of the second part his execu-
tors administrators or assigns, he or they
shall pay and return the same
to the said party of the first part
his executors administrators or assigns.

And if after payment in full of
all the said debts there should remain
in the hands or possession of the
said party of the second part his
executors administrators or assigns
any part or portion of the property
or effects thereby assigned which
shall not have been sold collected
or converted into money, he or they
shall return resign and deliver
the same to the said party of the
first part his heirs executors ad-
ministrators or assigns. And for
the better and more effectual exe-
cution of these presents and of the
trust hereby created and reposed
the said party of the first part

83 doth hereby make Constitute and
appoint the said party of the second
part his true and lawful attorney
irrevocable with full power and
authority to do transact and perform
all acts deeds matters and things
which may be necessary in the
premises and to the full execution
of the said trust and for the pur-
pose of the said trust to ask de-
mand recover and receive of and from
every person and persons all the
property debts and demands belong-
ing and owing to the said party of
the first part and to give acquittances
and discharges for the same and to
sue prosecute and defend and compel
for the same and to execute acknowledge
and deliver all necessary instruments
of conveyance and also for the purpose
aforesaid to appoint one or more
attorneys under him at his pleasure
to revoke the same. Hereby ratifying
and confirming whatever the said
party of the second part or his
substitutes shall lawfully do in
the premises. And the said party
of the second part doth hereby
accept the trust created and in

mine refused by these presents and doth
for himself his heirs executors and
administrators hereby Covenant and
agree to and with the said party of
the first part his executors adminis-
trators and assigns that he the said
party of the second part will honestly
and faithfully and without delay
execute the same according to the best
of his skill knowledge and ability.

In Witness Whereof the parties to
the presents have hereunto set their
hands and seals the day and year
first above written

Sealed and } J. G. Osborne (Seal)
Delivered in } Albert G. Pearson (Seal)
presence of A. B. Stevens

"Schedule A"

Goods Merchandise now in store at
No 50 West Randolph Street Chicago
also notes accounts due J. G. Osborne
Stock accounts

January 3rd

To 33 Pr Calf Boots 41	\$ 132 -
" 24 pr Hip Boots 3	72 -
" 18 pr Cowhills do 300	48 -
" 5 pr Calf in bags 4	20 -

85	20 pr Calf Boots	1.05	\$21.00
"	20 " Horse do	87½	17.50
8	Travelling ^{3/100} @ ^{5/100}		18.00
60	6 pr L Calf Inf Boots	2.50	15.00
"	4 pr Boys Calf "	2.00	8.00
"	2 pr Cowhide "	1.25	2.50
"	8 pr Youth Kip "	1.50	12.00
"	2 pr Kip Boys "	1.90	3.80
"	9 pr Mipes Calf Boots	1.00	9.00
"	200 Rubber Shoe boxes	6¢	12.00
"	30 Shoe Boxes	20¢	6.00
"	40 pr Shoe Lusts	15¢	6.00
"	60 pr Good "	30¢	18.00
"	2 Trunks	1.25	2.50
"	38 Kip Calf Progans	.75	28.00
"	10 Mens Kip Progans	1.00	10.00
"	6 pr Boys Progans	1.50	9.00
"	10 pr Boys Shoes	1.75	17.00
"	3 pr Mens Gaiters	16¢	10.00
"	3 pr Boys Gaiters	12½¢	7.50
"	1 pr Sew Bushkins	19½¢	3.88
"	2 pr Pat L "	2.85	5.70
"	7 pr Pat L "	1.81	12.67
"	3 Pouches & lashing		1.62
"	13 Cork Soles	15¢	1.95
"	4 Large Mockignis	10¢	5.00
"	9 pr Small "	5¢	5.62
"	2 pr Pat L Boots	33¢	6.62
"	2 Hanging Lamps & kum &c		3.50

13 pr Ladies Boots in two boxes	8 pr	\$13	✓
11 pr Whip By Bruckling	5 pr	6,75	
15 pr Boys Whip Prognos	6 pr	11,25	
6 pr Mens Whip "	7 pr	5,25	
6 pr Cold Gaiters	8 pr	6,00	
5 pr " By Gaiters	9 pr	5,62	
6 pr " Buff "	9 pr	6,75	
6 pr Whip Cold "	9 pr	5,40	
3 pr Silk G. Gaiters	12 pr	4,80	
16 " Whip G. "	9 pr	18	✓
6 " Kid Congress "	10 pr	7,50	
5 " St Bols cloth	9 pr	5,62	
16 " Toned G Gaiters	10 pr	20	✓
9 " plain tip "	7 pr	7,88	
7 " Toned " "	8 pr	7	✓
7 " Plain "	9 pr	6,12	
3 " Congress "	10 pr	3,75	
4 " Lev " "	8 pr	3,24	
10 " Whip Toned "	8 pr	10	✓
9 " Extra fine "	10 pr	11,25	
12 " Toned "	8 pr	12	✓
3 " Kid "	10 pr	3,75	
13 " Whip Blue "	5 pr	8,12	
5 " Goat Boots	9 pr	5,62	
10 " Fancy "	8 pr	10	✓
7 " Fur Mo Boots	6 pr	5,25	
3 " L.H.W. "	9 pr	3,38	
12 " Mr Bushins	6 pr	9,00	
10 " " "	6 pr	7,80	

12	pr	L Carp. Slip.	6/	\$ 5.25
4	"	Calf Half Shoes	20/	10 —
2	"	Kip Boys Gaiters	12/	3 —
4	"	Men "	9/	4.50
7	"	Wip Rubbers	56c	3.93
12	"	M " "	65c	7.80
10	"	Men " "	90c	9.00
10	"	Mens Saddle "	84c	9.63
20	"	Kid Fancy Boots	8/	20. —
13	"	M Carp Slips	95c	12.35
6	"	Pat L Pumps	10/	7.50
2	"	Clath Buskins	7/	1.75
12	"	Mor " "	6/	9. —
11	"	Fine Kid "	9/	12.37
6	"	Kid " "	7/	5.20
19	"	Pat " "	5/	10.87
3	"	Ed Size " "	9/	3.35
7	"	Kid Slippers	7/	7.12
8	"	Mor " "	5/	5 —
24	"	Leov " "	40c	2.80
9	"	Wip End Boots	75c	6.75
10	"	" " "	84c	13.13
7	"	Congress Gaiters	8/	7 —
10	"	" End Boots	6/	15 —
10	"	" " "	5/	9.37
14	"	" Calf " "	6/	10.50
5	"	Ed Mor " "	7/	4.37
4	"	Pat Buskins	62c	2.50
5	"	Grain Boots	75c	3.75

9	fine Calf Boots	8/	\$9	✓
9	Calf Slippers	50c	4,50	
4	Caloth	62 1/2c	2,50	
9	Fancy But Shoes	50c	4,50	
6	Childs Mor Boots	50c	3	✓
12	Wrip End	75c	9	✓
6	Seamed Calf	75c	4,50	
4	Wrip Pgd	60c	4,20	
40	Children Mixed	30c	12,00	
12	" L Red	3/	4,50	
4	Pgd Seamed Bufor	40	2,80	
9	Fancy button Slip	30	2,70	
26	Boys Kip Program	3/	9,75	
10	St chd An tye	35	3,50	
10	Mar " " "	45	4,40	
3	Children Gey Slippers	35	1,05	
30	Caped " "	20	6, ✓	
	Patterns	✓	4, ✓	
	Cotton	✓	4,00	
3	fine Boys Cloth Gaiters	1,10c	3,30	
4	Mar Gaiters	9/	4,50	
2	E d Men "	95	1,90	
6	Fancy "	75	4,50	
2	fine Kid "	125	2,50	
6	Fancy Button Shoes	3/	2,25	
1	Glass Sign in Window	✓	1,50	
1	Large Foot Sign	✓	10, ✓	
1	General Board Sign	✓	5, ✓	
1	Shoe Boy at door	✓	1,50	

1	Sign Ironing Post &c.		\$ 4.50
3	Shoe Barges		.90
3	Port Trics	73	9. —
2	Peg Floats		1. —
3	per Cramps		1.50
6	" Wrimping Block		3.00
8	" " Screws		4.00
1	" " Machine		10. —
7	Work Benches	50c	3.50
30	Cork Footers	75c	22.50
3	Printed legs	72	6.00
	Glass Lamp &c.		1. —
2	per Boot Stretchers		3.50
1	Shap Stone & Iron Pipe &c		5. —
2	per Cus Calf Gutters		8. —
6	" " " Boots	107	7.50
5	Bushels Canvas Pegs &c		5.00
46	Pegs Points & need 12°		5.52
48	Balls Thread	10c	4.80
5	Pat. L. Uppers	1.75	8.75
1	Lines Webbing		4. —
20	Bottles Polish	20	4. —
5	Set Patterns Card for Cutting		2. —
1	Set three pieces " Lasts		6. —
	Lot of Cloth Remnants		2. —
	Rolls Remnants Muslin		2. —
	Rusking Lasting &c		3. —
	Kid & Pat. Leather		4. —
2	Drawers Wired Cuttings		4. —

90	4 Boxes Varnis Cuttings	\$ 6 -
	4 Side & Sole Leather	24 -
	Lot of Mixed & Limingo	10 -
	44 Hair Skins	2,50
	Box Lins Sole &c	10 -
	3 Doz Fine Calf Skins	132 -
	2 Gas Burners & Tank	2 -
	1 Split Machine Rasp	7 -
	2 Punchers & Horns	1,50
	2 Counters	10, -
	1 Desk & Setters	3, -
	1 Chair & Carpet	1, -
	2 Cases W. P. &c	1 -
	Good Coal on hand	5 -
	Lease of Store on Randolph St	200 -
	24 Cement	100 -
	Mrs Crofwell	7,12
	Mrs Hoffman	3,87
	Wm J Laffoon	3,50
	C Stonk	6,48
	Capt Smith	28,80
	Chicago Times	4,50
	J Harney	12,20
	W Reynolds &c	10,58
	Mr Stan	21,62
	Wm Gray	5 -
	A H Parsons	8 -
	Wm Fadd	175 -
	Mr Dineen	6,80

\$ 2135,24

Schedule B.

Liabilities

Whipple Alley Co	667 -
Perrottet & Samwaine	190 -
E Morrison	562 -
Bill Fargo & Co	128.50
Wheeler & Metzger	127.50
* E J Clark Preferred	100, 00
* Pearson & Dana "	500, -
* Entered before signing of	2270.00
Delivering in presence of	
H P Stevens	

The Counsel for the Defendant then and there objected to the introduction of said Assignments in Evidence and to the reading thereof on the grounds
1st That the instrument is not recorded -
2nd That after the date of said instrument to-wit: on the 7th day of January 1857 Osborne the Assignor named confessed a Judgment in this Court (the Circuit Court of Cook County) in favor of Pearson & Dana - Pearson being the assignee named - for Six Hundred & thirty five dollars being more than the amount of the

92 claim of said Pearson & Dana, designated in said Assignment - that Execution issued thereon and was levied on the same property designated in the Schedule of said Assignment which property was advertised for sale under said Execution when this Replevin suit was brought - That said Pearson & Osborne thereby abandoned said Assignment and all rights accruing under or by virtue of it, and treated it as a nullity, and the said Pearson is thereby stopped and prevented from claiming under it now.

But the said Circuit Judge did then and there overrule the objection taken by the said Counsel for said defendant, and admitted the same to be read in evidence on the part of said plaintiff to which said opinion and decision of the said Circuit Judge the Counsel for the said Defendant did then and there assent on behalf of said Defendant except.

The Counsel Plaintiff here rested his case.

Defence.

The Counsel for the defendant further to maintain and prove said issue on this part first introduced an

93
Execution & fee bill issuing out of the
Cook ^{County} Court of Common Pleas together
with the return of the Sheriff thereon
of which the following are Copies, which
said Execution and fee bill and return
were admitted in Evidence without
Exception viz:

State of Illinois } The People of the State
County of Cook } of Illinois to the Sheriff
of said County, Greeting
We Command you, That of the Lands and
Tenements, Goods and Chattels of J. Grant
Osborne Defendant in your County, you
cause to be made the Sum of One Hundred
& Eighty two dollars and Eighty nine cents
which Rodney W. Whipple, Edward J
Alley & Luther Billings, Plaintiffs lately
in the Cook County Court of Common Pleas
of said County, at Chicago in said County
on the 2^d day of January instant in
vacation recovered against the said
Defendant and which by the said
Court was adjudged to the said Plaintiff
for their damages, And also the further
sum of Four Dollars and Sixty five
cents which were adjudged to the said
Plaintiffs for their costs and charges
in their behalf expended, whereof the

94
Said Defendant now convicted appears
to no record, And have you these
moneys ready to render to the said
Plaintiffs for their damages and costs
aforesaid and make return of said
writ with an endorsement thereon, in
what manner you shall have executed
the same in thirty days from the date
hereof

Witness, Walter Kimball, Clerk of
our said Court and the Seal thereof, at
Chicago, in said County this 2^d day of
January A.D. 1857

W. Kimball Clerk

By virtue of the within writ I did
levy on a general stock of Boots & Shoes
the property of the within named defendant
on the 6th of January 1857 and on the 12th
day of January 1857 they were replevied
by the Coroner of Cook County - therefore
I return this writ no part satisfied this
2^d day of April 1857

\$888	Lump	80
	2 Wails	10
	1 Return	10
		70

John S. Wilson, Sheriff
By George Anderson Dpty

35
Cork County Court of Common Pleas
January 2^d A.D. 1857

Rodney M Whipple et al }
vs } Confession of
J Grant Osborne } Judgment

Plaintiff's Cost.

App. & Atty, 15c;	Doc 10c	Diff, 20c;	Fil, 8	
papers 40c;	Enty, Conf, 20c			\$1.05-
Ord, Ind, 20c;	Ent, Ind, 20c;	Doc, Ind 10c;		
Exp, and Fily, 45c;	Doc, Exp, 10c;			\$1.15-
Copy Bill Cost 20c;	S. Ret, 10c;	Sat, 15c;		
M and Exp, 30c;				<u>.75</u>
Judge Fee				<u>2.00</u>
				\$4.95-

A true Copy from my Fee Book
Walter Kimball Clerk

Cork County Court of Common Pleas,
January 2^d A.D. 1857

Rodney M Whipple et al }
vs } Confession
J Grant Osborne }

Defendants' Cost.

App and Atty, 15c,	Fily, Copy, 5c;	Doc, and	
Fil Fee Bill, 10c,	Copy Bill,		\$0.80-

76

Cash, 20c; Cert, and Seal, 30c; S. Ret. 10c;
Ward Ec. 30c;

\$ 0,95-

\$ 1,30

I Walter Kimball, Clerk of the Cook
County Court of Common Pleas, do hereby
certify that the above is a true copy
from my fee book.

Walter Kimball Clerk

State of Illinois

Cook County

The People of the State
of Illinois to the Sheriff of Cook County
Greeting;

We Command you that if the
above Fee Bill amounting to One Dollar and
Thirty cents shall not be paid within thirty
days after being by you demanded, you
cause the same to be levied on the goods
and Chattle, lands and tenements of the said
J Grant Osborne in your County, accord-
ing to the Statute in such case made and
provided, And make return of this writ
within thirty days, as the law directs, with
an endorsement thereon, in what manner
you shall have executed the same

Witness Walter Kimball Clerk of the Cook County
Court of Common Pleas, and the Seal thereof at
Chicago in said County, this 2^d day of January. 1857,



Walter Kimball Clerk

97
The Counsel for the said Defendant further
to maintain and prove said issue on his
part introduced an Execution and fee bill
issuing out of the Circuit Court of Cook
County together with the return of the
Officer thereon of the following tenor
which said Execution and fee bill and
return were admitted in evidence
without exception viz:

State of Illinois } The People of the State
County of Cook } of Illinois to the Sheriff
of said County - Greeting:

Obey Command you, that of the Lands
and Tenements, Goods and Chattels of
J. S. Osborne Defendant in your
County, you cause to be made the
sum of One hundred and thirty five
Dollars and which Albert Pearson
and William V. Davis Plaintiffs lately
in the Cook County Circuit Court of
said County, at a term thereof begun
and held at Chicago, in said County
on the third Monday of November
last past, recovered against the
said Defendant and which by the
said Court was adjudged to the said
Plaintiffs for Damages, And also the

98
further Sum of four dollars and five
cents which were adjudged to the said
Plaintiffs for their costs and Charges
in that behalf expended, whereof
the said Defendants is convicted, as
appears to us of Record: And have
you these moneys ready to render to the
said Plaintiff for their money and
costs aforesaid, and make return of
this writ with an endorsement thereon
in what manner you shall have see
curd the same, in ninety days from
the date hereof

Witness William S Church Clerk
of said Court, and the Seal thereof
at Chicago, in said County, this 7th
day of January A.D. 1857

ES

Wm S Church Clerk

By virtue of the within Execution I did
on the 7th day of January 1857 levy
on a general Stock of Boots & Shoes the
property of the within named defendant
J G Osborn, and on the 12th day of
January 1857 now Replevied from me
by the Coroner of Cook County

Therefore I return this Execution as
past satisfied this 7th day of April 1857

Due 1 Levy 00

2 Miles 10

1 return 25

John L Wilson Sheriff

By George Anderson, Deputy

11
Circuit Court of Cook County }
Of the November Term 1856 }

Albert G Pearson }
William V Dana } Confession of
vs Judgment
J S Osborne }

Copy Plaintiffs Bill of Costs.
App. and Atty. 10; doc, 10; Afft and filbg 10;
Jury, Narr, and Note, 10; Ord, Judgt, 30; \$ 1 60
Entry Judgt. 20; docty Judgt, 10; ordg, ex'm, 20
Ex'm and filg, 40; doc, Ex'm, 10; 1, 10
Sick, 10; Sat, 10; Mand & c 30; copy bill 2, 30 75
\$22, 50
Judge's Fee 2, 00
\$ 4, 50

Attest Copy from my fee book.

Wm L Church Clerk

Circuit Court of Cook County }
Of the November Term, 1856 }

Albert G Pearson }
William V Dana } Confession of
vs Judgment
J S Osborne }

Copy of Defendants Bill of Costs

App. & Atty, 10; fily, proc of Atty, and eaq. 10;
 Emty Canfr, 20; \$0.40
 Cart and haul 30; M and E, 30 copy
 Bill & Dr; doc and fily for bill 10; p. ret 10 1.10
\$1.50

I William S. Church, Clerk of the
 Circuit Court of Cook County, State
 of Illinois, do hereby certify that the above
 is a true copy of costs from my fee book

Wm S Church
 Clerk

State of Illinois }
 County of Cook } ss The People of the
 State of Illinois to the Sheriff of said
 County, Greeting;

We command you that
 if the above Fee Bill, amounting to One dollar
 and fifty 55 cents shall not be paid within
 thirty days after being by you demanded that
 of the Goods and Chattels lands and tenements
 of the said J G Osborn in your
 County, you make, or cause the same to be
 made, according to the Statute in that
 case made and provided, and hereof
 make due return within ninety days
 as the law directs.

Witness William S Church Clerk of
 the Circuit Court of Cook County and

104
the said Sheriff at Chicago, in said County
this 9th day of January 1857

(JG)

Wm. Church
Clerk

The Court for the defendant further
to maintain and prove the said issue
on his part called George Anderson
who being sworn testified as follows viz

I am a deputy Sheriff of John
L. Wilson the Sheriff of Cook County
and was on the 2^d of January last.

This Execution in favor of Whipple
Ally and Billings and against J. Grant
Osborne for the sum of \$682.59 and costs
was put into my hands and levied by
me on a stock of boots and shoes
in a store on the Chest side occu-
pied by J. Grant Osborne as shown
by return.

I don't recollect
from whom I received this Execution
in favor of Pearson, Dancer and against
Osborne - I received it from some
person with instructions to levy it
immediately and I levied it upon the
goods before it was taken into the
Sheriff's Office. I levied it on the
1st of January last. I levied it upon
the same stock of boots and shoes.

I levied the first (Whipple) Execution
on — I had the Stock in my possession
when I received the Pearson
(Dana) writ: My impression is
that Pearson or Stevens his Attorney
gave me the writ, I advertised the
goods for sale under both Executions
and notice of sale was posted up
when the goods were replevied out
of my hands, I think it was Pearson
who directed me to make the levy.

The Counsel for the plaintiff to maintain
and prove the said issue and his fact
Cross Examined the said George
Anderson and on such Cross Exam-
ination he testified as follows viz:

I received the Whipple Execution
at 4 o'clock January 6th 1887 —
That Evening I made the levy on the
Stock — A young man there told
me there was an Absigomach — some
I had thrown down an Snake Stock
he did not know the name — when
I returned I learned that Pearson
Dana were Absigees, I then made
a levy and put a man in possession.
I levied the first time I went there

103 It is admitted by Counsel for Plaintiff that Albert G Pearson the plaintiff in this Suit is the same person who is one of the plaintiffs in the Pearson & Dana Execution, and that J Grant Osborne confessed a Judgment on which said Pearson & Dana Execution issued January 7th 1837 for Six hundred & thirty five (\$635) dollars and Cents;

The Counsel for the defendant further to maintain and prove said issue on this point called H B Stevens who being sworn testified as follows viz;

I procured the note of Osborne to Pearson & Dana was executed on the 5th or 6th of January 1837 and was ante dated to 1st January. I think it was after the judgment was executed. The note was executed at Pearsons Store and Judgment afterwards entered up. The consideration of the note was \$500⁰⁰ due Pearson & Dana \$100⁰⁰ due to Ward and \$20⁰⁰ for my fees - I had Judgment entered and left the execution with the Sheriff with orders not to levy until he heard from me.

114
The Counsel for the plaintiff further
to maintain and prove said issue
on his part then Cross Examined the
said W. B. Stearns and on such Cross
Examination he testified as follows
viz:

I was Attorney for Pearson and
Osborne in drawing the Affidavit.
It was executed January 5th 1887
After Anderson levied on the goods
it became important to ascertain
when the Whipple execution came into
the hands of the Sheriff, I went to the
Sheriff's Office and did not find it noted
on the Sheriff's books, I found Judgment
entered up in favor of Whipple and
others against Osborne January 2^d 1887
on Confession and Execution noted on the
docket, On the morning of the 7th not
being able to find out about the Whipple
Execution, I went to Riches Office
Whipple's Attorney and he gave me to
understand that the Whipple Execution
was in the hands of the Sheriff before
the Affidavit was made.

I then advised Osborne to confess
Judgment in favor of Pearson & Dana
in order to procure a levy and come
in second best.

105 The Council for the defendant here
rested his case;

And therefore the said
Circuit Judge did then and there at the
request of the Council for the plaintiff
instructed the said jury as follows to wit:

First — A debtor in failing circumstances may
assign his property for the benefit of
his Creditors either with or without
preference; An assignment when made
in good faith and accompanied and
followed by possession of the property
assigned is warranted by law;

Therefore if the jury believe from the
evidence that the assignment in question
was made in good faith and that the
plaintiff took open and actual pos-
session of the property assigned, previous
to the time when the execution in
favor of Whipple Alley & Billings was
received by the defendant or by his
deputy Sheriff George Anderson —
then the law is for the plaintiff and
he is entitled to a verdict in his favor
for a return of of the property men-
tioned in the Narr.

And — A charge of fraud is not to be presumed
but should be proven by the party

alleging it. The law promotes good
faith Controls business Transactions;
therefore if the jury believe from all
the Circumstances in Evidence that
the nature and design of the assign-
ment in question were bona fide
to secure and pay first an indebtedness
due to Pearson & Dana and to S. D. Man
(after paying the first and reasonable
expenses attending the executing the
Trust) and second to use and apply
the rest and residue of the net pro-
ceeds of the property assigned in and
toward the payment of the other
debts of Osborne and that said Assign-
ment was not contrived as a fraud
on the part of Osborne and the plaintiffs
to cheat or hinder the creditors of Osborne, the law is for the plaintiff
if the jury shall also find that the
assignee took possession of the property
& that such possession was continued
to and at the time of the levy

And If the jury shall find from the Evidence
that the assignment in question was in
fact made by Osborne to Pearson
and that Pearson entered into and took
open actual and Exclusive possession
of the goods assigned then the subsequent
declarations and actions of Pearson

107 introduced in evidence in this suit,
And the subsequent declarations and
actions of Osborne can only be taken
in consideration by the jury for the
purpose of determining the intent at
the time of the inception of the assign-
ment viz whether such assignment
was made with intent to hinder and delay
creditors of Osborne and enable him
under cover thereof to carry on business.

Fourth If an Assignment is bona fide and not
shown to be fraudulent as to creditors
then, neither mismanagement nor
fraudulent disposition of the property
under an Assignment by an assignee
can affect the instrument or his title
under it - they may be grounds for
removal by a Court of Equity but
cannot be Enquired into in an action
at Common Law, brought to try his
title to the property assigned.

11th The law does not require an Assignment
of personal property for the benefit
of Creditors to be recorded - the fund
not being recorded is no evidence of
fraud.

In all cases of alleged fraudulent
sale of personal property a knowledge
of or participation in the fraud must
be shown on the part of the buyer as
well as the seller in order to defeat
the recovery of the plaintiff - to the
giving of which said several instruc-
tions 1st 2^d, 3^d, 4th, 5th, & 6th, and each
of them the said Counsel for the said
defendants did then and there on behalf
of the said defendant except.

And thereupon the said Circuit Judge did
then and there at the request of the
Counsel for the defendant instruct the
said jury as follows to-wit:

1st If the jury shall believe from the evidence
that the assignment by Osborn was made
to Pearson with the intent to hinder and
delay any of his other creditors in the
collection of their debts or to enable
Osborn under & color thereof to con-
tinue his business and in possession of
his property for his own benefit, then
such assignment is fraudulent and void
as to his creditors and the jury should
find a verdict for the defendant.

109
Said If the jury shall find from the evidence that the Assignment in question was bona fide, then unless it is also shown by the evidence that the Assignee Pearson did take actual and exclusive possession of the goods before the levy under the Whipple Execution, the verdict should be for the defendant. (This Second instruction was given by the Judge under own motion and was not asked by Counsel.)

Said. If the jury believe from the evidence that the Assignment from Osborne to Pearson was made with intent to hinder, delay or defraud the creditors of Osborne, then the verdict should be for defendant and in deciding upon the intent the jury may take into consideration subsequent as well as prior circumstances and transactions of the parties to explain such intent.

Said. If the jury believe from the evidence that at or about the time of the Assignment from Osborne to Pearson there was an understanding or stipulation between them, though not expressed in the Assignment itself, to allow Osborne

110
as specified time for his services in the
management of the property assigned
and that Osborne should retain posses-
sion of the same for his own benefit
as agent for Pearson or otherwise to
enable him to control his business to
the hindrance of his Creditors, such
stipulation or understanding is evidence
of fraud and the defendant is entitled
to a verdict.

And thereupon the Counsel for the said
defendant submitted the following instru-
tion in writing and requested the said
Circuit Judge so to instruct the jury viz:

5th If the jury believe from the evidence
that after the alleged Assignment from
Osborne to Pearson was executed and
before the same was recorded and
before the other Creditors of said Osborne
had in any way assented thereto Osborne
obtained a Judgment in favor of Pear-
son & Davis for the amount or more
than their claims as set forth in
the Schedule attached to the said
Assignment, and that execution was
thereupon issued on such Judgment
and laid on the property alleged
to have been assigned, then the verdict
should be for defendant. Such

alleged assignment being thereby, virtually
abandoned, annulled and released by
the parties thereto - the only parties
on whom it had any binding force,

Which said &c. instruction the said
Judge then and there refused to give as
drawn and then and there in lieu thereof
gave the following viz:

7th If the jury shall find from the evidence
that after the alleged Assignment to
Pearson and after the levy of the Whipple
Execution by Deputy Sheriff Anderson
and possession taken by him, the debtors
Coburne Confessed a Judgment of in
favor Pearson & Co. for the amount
of their claim, including also the claim
of Ward the other preferred Creditor
and that Pearson thereupon caused
Execution to be issued and directed a
levy upon the assigned property to be
made by Anderson and that the said
Judgment was so Confessed and execution
was so levied with the intent to abandon
said Assignment, then the levy under
the Whipple Execution against a
priority of lien over the goods in
question, and the jury should find
for the defendants

to the refusal to give said fifth instruction and to the modifying or changing thereof by the said Circuit Judge the Counsel for the said defendant did then and there except.

And thereupon upon the foregoing evidence and testimony, being all the evidence and testimony given and produced by the respective parties plaintiff and defendant on the trial of said issue the said issue was submitted to the said jury and they found a verdict for the plaintiff, and assessed the damages at one cent.

And thereupon the Counsel for the said defendant then and there entered a motion for a new trial in said cause on the following grounds to-wit,

1st The verdict of the jury is against the law,

2^d The verdict is against the evidence,

3^d Because the Court gave the 1st 2^d 3^d 4th 5th & 6th instructions submitted by the plaintiff's Counsel said instructions tending to mislead the jury.

4th Because the Counsel for plaintiff contended before the jury and the Court so instructed the jury that unless they found actual fraud both in the plaintiff and Osborne in the inception of the assignment and before the levy of the Whipple execution the verdict must be for plaintiff.

5th Because the Court gave a new instruction for defendant in lieu of one (the fifth) submitted by defendant's Counsel, relative to the Pearson & Dana Judgment & execution.

6th Because the Court modified other instructions admitted by Counsel for defendant.

7th Because the Court in the absence of Counsel for defendant gave oral instructions or explanations to the jury.

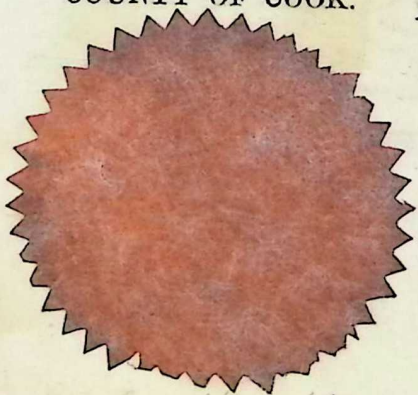
Which said motion for a new trial the said Circuit judge did then and there overrule and refuse to grant to the averring of which said motion and the decision of the said Circuit

114 Judge thereupon, the Counsel for the said defendant on behalf of said defendant did then and there except.

And because none of the said exceptions so offered and made to the opinions and decisions of the said Circuit Judge do appear upon the record of said trial, therefore on the prayer of the said defendant by his Counsel the said Circuit Judge hath to this bill of Exceptions put his hand and seal according to the Statute in such case made and provided this 16th day of December in the year one thousand eight hundred and fifty seven

George W. Hamner (Seal)
Judge of 7th Judicial Circuit,
Ills

State of Illinois, }
COUNTY OF COOK. } S. S.



I, WILLIAM L. CHURCH, Clerk of the Circuit Court of Cook County, in the State aforesaid, do hereby certify the above and foregoing, to be a true, perfect and complete copy of all the papers filed in proceedings ⁱⁿ the cause of records in a certain cause late pending in said Court on the Common Law side thereof, wherein Albert D. Carson vs John S. Wilson was plaintiff and defendant

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of our said Court at Chicago, this twentieth day of April A. D. 1858

Wm L. Church

Wm L. Church

Clerk

Supreme Court of the State of Illinois.

Of the April Term. A. D. 1858.

John L. Wilson

Plaintiff in Error.

vs.

Albert G. Trasson.

Assignee of J. G. Osborne

Defendant in Error.

"

And now comes the writ John L. Wilson, by Rich & Steel his attorneys, and says that, in the record and proceedings aforesaid and also in giving the judgment aforesaid, there is manifest error in them, to wit:

I. The Circuit Court erred in admitting improper evidence.

II. The Circuit Court erred in giving the 1st, 2nd, 3^d, 4th, 5th, and 6th instructions on behalf of the Plaintiff.

III. The Circuit Court erred in refusing to give the fifth instruction on behalf of defendant, as drawn & submitted by defendant's counsel.

IV. The Circuit Court erred in refusing to grant a new trial.

Rich & Steel
for Plaintiff in Error.

Supreme Court

John L. Wilson.
Plff. in Error.

^{vs.}
Albert G. Pearson.

Assignee &c.

Defendant in error.

Augt. of Errors.

Richd. Hill atty. for Plff.

Supreme Court of the State of Illinois
Of the April Term 1858.

Albert G. Pearson, Assignee of
J. Grant Osborne, Defendant in Error.

^{vs.}
John L. Wilson Plaintiff in Error.

And the said Albert G. Pearson,
Assignee of J. Grant Osborne, by his Attorney,
H. B. Stevens, comes into Court, and says
that there is no error in the ^{record and} proceedings aforesaid,
and he prays that the said Court, before the Justices
thereof, now here, may proceed to examine as well
the record and proceedings aforesaid, as the matters
aforesaid assigned for error, and that the
judgment aforesaid in favor aforesaid given,
may in all things be affirmed &c.

Albert G. Pearson
By his Atty H. B. Stevens

Supreme Court.

Albert G. Pearson. Assignee.
Dft. in Error.

adg.
John L. Wilson.
Dft. in error.

Joiner in Error.

H. B. Stevens, Dft. 1843

It matters not what may have ^{been} Treason's intention
or what the pretexts in the case; the law decides upon the
legal effects of the act, & holds him to those consequences.
And the jury may not be allowed to find contrary to
the legitimate inferences of law in the case.

However well intended an act may be in fact,
the law looks with no favor upon such an intention,
but enquires into the legal effect of the act, & proceeds
upon it accordingly. Davis vs. Beaton, 18 Ill. 396, 402.
So that the instruction submitted by the Court was bad;
& the one submitted by counsel should have been given
as asked for.

II. Error in refusing to grant a new trial.

This should have been granted. The verdict of the jury was both against the evidence, & the law governing the case.

An Arrangement is an absolute conveyance, with an accompanying trust; & it is controlled by the Statute of Frauds.

Traced is apparent in the inception of the assignment,
1st. From the fact that Osborne stated on the 1st. July
1857, when he presented the notes to Whipple, that he could
pay his debt, & only desired an extension of time; and
within two days after that completed his inventory &
schedules preparatory for an assignment, which was
drawn & executed by the morning of Monday, July 5th,
manifesting an intemperate haste to accomplish
a certain object, while the chief creditor was quick
a run under recent assurances.

2nd. From the fact, indirectly disclosed in the evidence,
that no suspicion of Osbourne's business was

contemplated at all.

When Pearson, the assignee, enters the store, he says to Nixon, the old Ironman, "I am boss now, and will see you paid." and desired Nixon to take charge of the store.

The business was to continue as before.

Pearson's clerk, Sam, also went there in the 6th, Jan., to superintend matters, keep account of sales & receive money.

Osbourne also says, "it was impossible for Pearson to attend to my store;" that he was anxious that the goods should not be sacrificed; and that his arrangement with Pearson was to take charge until the stock was disposed of, and have Twelve shillings per day so long as it lasted.

So that it was in the minds, both of assignor and assignee, that the business was to proceed as before notwithstanding the assignment.

The assignment was then designed, from this outset, to cover up the goods, & enable the business to be continued.

This is ^{not only} prima facie evidence of fraud, but proved per se. Barnall on Assignments, 187, 444, 445, 446; Hunt vs. Cronin 7 Paige Ch. Rep. 37, 38; Whallen vs. Scott, 10 Wells, 257.

An assignment made in good faith, has the effect to stop the business of the assignor, unless where expressly necessary to continue it lawfully, to save property from waste. The gate is to be shut right down.

Even the assignee is not allowed to continue the business; much less is the assignee suffered to do so, as agent for the assignee, & under pay therefor. Shelders vs. Butler, 20 West. 507; 7 Paige Ch. 163; Smith vs. Cranitt, 17 Ala. 92. Connah vs. Esquivel 1 Barbours Sup. Ct. Rep. 210, 212, 213.

p. 60. & 74.

p. 70.

p. 64.

p. 67.

p. 65. & 67.

The evidence is conclusive that there was no such change of possession, open, actual, exclusive & continued, as the law requires. Darrell on Assignments, 303; Edwards vs. Hudson, 2 Dorsif. & Cost. 587.

The law demands that good faith shall control all business transactions; that a legal instrument shall truly declare its intentions; & that the acts done under it shall conform thereto.

If it says that a man assigns, &c., that he shall act accordingly; if it says that a man shall take possession immediately, that the possession shall thereupon be his in fact & deed: not constructively, but actually & openly, beyond question or controversy.

The inquiry is not what may possibly be possible & allowable construction, by ^{judged} ~~judged~~ as indications of good faith; but what would and must be the natural & reasonable conclusion or inference drawn by a fair & unprejudiced mind, in being made acquainted with the facts. The Law deals with things in use, not in pass, nor in potency.

To conclude that this assignment was originated in good faith, & prosecuted in good faith requires severe labor & a copious charity.

Continued possession by the assignor, after the assignment, demands such explanation, that it is held as conclusive evidence of fraud, unless shown to be absolutely necessary for the purposes of the trust. Darrell on Assignments, 294; Hart vs. Crane, 7 Paige Ch. 37; Jennings vs. Carter, 2 Wend. 486, 488; Archibald vs. Habbell, 4 Wend. 514, 518; Mead vs. Phillips, 1 Sandf. Ch. 83; Thornton vs. Davenport, 1 Scam. 296, 300; Belmer vs. Phelps, 3 Gil. 455; Hildreth vs. Sands, 2 John. Ch. Rep. 55.

What explanation is offered here? The mere fact that the Assignee was engaged in a large business, & shares

inconvenient for him to attend to the duties of the trust.

So far from this being a sufficient explanation, the business of the assignee was precisely in this line, & the duties required were capable of being performed by him without difficulty & interruption.

Besides, if this be a satisfactory reason in the law, then an embarrassed debtor, by a judicious selection of his men, may rely upon retaining possession of his goods assigned, & continue to prosecute his business.

But this business is not only continued, but new purchases are made, the stock continually replenished by the Assignor & Assignee conjointly, four to seven workmen are employed as before, & manufacturing continues as formerly for about six months.

This is no part of an Assignor's business; is not in the line of chasing up, & strictly prohibited. Burrall on Assignm. 446; and it will avoid an Assignment, Cornish vs. Strywick, 1 Barbours Sup. Ct. Rep. 210, 212, 213; Hart vs. Crane; 7 Paige Ch. Rep. 37.

It is clear that there was neither any effort, nor any intention to chase up the business, any sooner than the parties were compelled to do so. But meanwhile the Assignor makes a living, and the Assignee makes a speculation out of the business while the creditors are defrauded of their pay & their remedy.

No stranger, in witnessing these proceedings could have suspected that there was any assignment in the case; and it would require more explanation to convince him of that fact, than that the assignor was not driving a flourishing business on his own account.

It is alleged that the Defendant below could make no use

of any acts of the parties occurring subsequent to the assignment, or the law, to support his defence.

He reply, that creditors may treat the Assignment as a nullity, & proceed as if it had not been made. Darrell on Assigns. 541.

An assignment was pronounced void on the point of title to property, in Danforth v. Sijmons, 2 Gil. 78; Howell v. Edger. 3 Scam. 417;

And in repeated instances assignments have been overthrown, by reason of the acts of the parties under the assignment, subsequent to the execution of the trust. Mead v. Phillips. 1 Sand. Ch. Rep. 83. Orinath v. Sidwich. 1 Barb. Sup. Co. 210. Hart v. Crum 7 Paige, 37.

The creditor is not to be driven into Equity when he is already prepared to resist the bill of the Plaintiff at law. It is unreason & unreasonable.

If the parties to the assignment are confident in their integrity of purpose, they must keep their hands clean. If the assignment speaks one language, and the acts of the parties under it another, the law will make their acts the commentary upon their own instrument & admit them in explanation of their intention.

A creditor may proceed & treat the assignment as a nullity, and rely upon subsequent facts to develop the fraud, & demonstrate it.

Where a conveyance is attached as fraudulent, the whole conduct of the parties, both before & after, as well as at the time of the making of the contract, may be inquired into. Reels v. Knight. 8 Martin N. S. (La.) 268.

Rich & Steele.
for Plff. in Error.

Supreme Court of Illinois.

John L. Wilson.

Def. in Err.

291

vs.
Albert G. Pearson.

Assignee &c. Def. in Err.

Plaintiff's Brief.

Pick & Sticks for Def. in Err.

Supreme Court of the State of Illinois.
Of the April Term, A.D. 1858.

John L. Wilson.

Plff. in Error.

vs.
Albert G. Pearson. Assignee of
J. Grant Osbourne. Dft. in Error.

Plaintiff's Brief.

Plaintiff relies mainly on the third & fourth assignments of Error.

p. 110. Record. I. Error in refusing 5th instruction as submitted by Counsel.

Counsel have a right to require of the Court, to give an instruction as asked, when in conformity to law. State vs. Wilson. 2 Scam. 225.

p. 111.

The Court substituted another instruction in lieu of the one asked for, but it was substantially different.

In the instruction asked for by counsel, the jury having found the facts supposed, were directed to find for the Defendant, as a determination of law, consequent upon those facts, without regard to the alleged intention of the parties.

In the instruction substituted by the Court, the jury having found the facts supposed, were required to find also the intent with which the acts were done, in a case in which the law presumes the intent; the jury thus being made judges of the law, instead of receiving it from the Court.

The law fixes as well the intent in this case, upon the facts shown.

The long open the property, by Pearson, is an admission, by him, of property in Osbourne, in the goods; he is concluded by it, & estopped by the act, from setting

up property in himself, by any prior lien or instrument. He has now performed a public act of a legal character, & the law will proceed, as against himself, the existence of that without which the lay could not be made. That is, property in ^{Osbourne,} ~~the defendant~~ upon which to lay. No man seeks to satisfy his claim against another by laying upon his own property. So the property thus laid upon by Pearson was not his own, he being judge. And having decided it, in his lay, to be Osbourne's, the law will not suffer him to shilly-shally himself by saying that he did not intend so to admit it. Mackin vs. Cairns, 5 Cowen 547, 579.

The intent in this case is a constructive intent, an intent in law, not an intent in fact; & is therefore a matter of legal inference for the Court. Worsley vs. De Maltres, 1 Barr. 474, cited in Bissell vs. Hopkins, 3 Cowen, 171; Grover vs. Frohman, 11 Wend. 187, 224, 225.

We must infer from acts by their consequences & presume that persons intended to produce the effects which naturally flow from their acts. If the confession of judgment & the lay were well intended, yet the law will put its own ^{& own} construction upon them, which is unavoidable. Mackin vs. Cairns, 5 Cowen 547, 571, 572, 579.

The Tff. below exhibits the strange anomaly of claiming property as his own, after having made a public acknowledgment that it was another's, by laying his execution upon it. He avows property in Osbourne in the lay of his execution, & before any thing is told, swears that the property is his own.

The effect of Pearson's lay upon the goods, is in law an abandonment of any prior claim, & a remanence of title under the assignment, especially when assented to by the assignor, in the confession of judgment, and the creation of a new debt. (125th atty. Gen.)

In Supreme Court of Illinois.
Albert C. Pearson assignee of
J. Grant Osbourne Debt in Union / Union to
at Cook,
John L. Wilson Debt in Union /

The Defendant in Euon makes the following points.

First. The instructions given by the Circuit Court on behalf of the Defendant in Euon cannot in justice be complained of by the Plaintiff in Euon.

There is hardly a difference in opinion as to the legal proposition that a debtor in failing circumstances may assign his property for the benefit of his creditors, either with, or without preferences. 2 Kents Com 532 and cases cited in "note b". Powers v Green 14 W 389. — And as the legal consequence of the above proposition comes this conclusion, namely That such an assignment when made in good faith and being accompanied and followed by possession of the property assigned, is warranted by law.

Second, Where personal property alone is conveyed by the deed of trust from the debtor to the assignee, the deed need not be recorded in order to be valid and binding.

a conveyance and the accompanying act of
reducing the property into possession by the
assignee completes and perfects his title to the ^{same} property.
The deed itself operates as a conveyance and is
not a mere power subject to be defeated by the
levy of an Execution at the instance of one or more
of the creditors named in it.

Hall v Demison 17 Vermont (2 Washburne) 310.
Ingram v Kirkpatrick, 6 Redell's Equity 462.

The provisions of Chapter 20 of the Revised Statutes
of Illinois section 7 is deemed to extend to all
deeds of trust and other conveyances of personal
property. The Statute does not require the
deed to be acknowledged or recorded where
possession of such personal property is delivered
to and remains with the grantee.

Thia

The Circuit Court did not err in refusing to
give the fifth (5th) instruction asked for by the
Plaintiff in Error.

Because - It was not requisite to
have the deed of trust from Osbourne to the Defendant
in Error recorded at all under the existing
state of facts in the case, Rev Statutes Chap 20, sec 7.

And further - Because
the actual assent of creditors to an assign-
ment is not required in order to complete and
perfect the assignees title to the property assigned.

And again, Because an assignment in trust for the benefit of creditors when once accepted by the assignee operates as before stated as a conveyance, and not as a mere power; and cannot be revoked, by the assignor, or abandoned, annulled or released either by the assignee, or assignor or both of them. By the acceptance of the assignment for the benefit of creditors, the assignee becomes a trustee for the creditors, and equity will compel the execution of the trust for their benefit.

And a subsequent renunciation does not affect the validity of the conveyance.

As to the extent of creditors, See
Nicol v Mumford, 4 Johns Ch 529.
Cunningham v Freeborne 11 Wendell 240-248.
Marshall C. J. in Brooks v Meadbury 11 Wheaton
78. Browning v Hart 6 Barb S. C. Rep 91
Keeill v Vouchs " " " " 470

As to the operation of an assignment, See
Hall v Denison 17 Vermont (2 Washburne) 310
Myron v Kirkpatrick 6 Redell's Equity 462
Seal v Duffy, 4 Barb 274.
Kinnard v Thompson 12 Alabama 487.
Buell on Assignments Chapter 28, page 325.

As to the first error assigned by the Plaintiff in Error. As it only involves the question of the necessity of recording assignments of personal property - the defendant in Error submits the point upon his views set forth in his second point taken in this brief.

As to the Evidence, The "Abstract of Record" so fully gives the Evidence that it is not deemed necessary by the defendant in Error to go into the evidence critically - and he will close this branch of his case by simply drawing the attention of the Court to the main features of the Evidence, - fully believing that the jury were warranted in finding their verdict for the defendant in Error upon the evidence presented to them.

H. B. Stevens, Atty for
Def in Error

Supreme Court of Illinois
Albert G. Pearson assignee of
J. Grant Osbourne Deft in Union
vs

John L. Wilson Plff in Union

Authorities Cited by Deft in Union

2 Kent's Com 532 & cases cited in note 6.

Powers v Green 14 Ills 389

Hall v Senison 17 Belmont (2 Washburne) 310

Ingram v Kickhatchick 6 Decells Equity 462

Ree Statutes of Ills Chap 20

Niell v Mumford 4 Johns Ch 529

Cummingham v Freeborne 11 Wendell 240-248

Marshall C. J. in Brooks v Maitland 11 Wheaton 78

Browning v Hart 6 Bar 6 S. C. Rep 91

Acville v Loucks " " " " 470

Seal v Deffy 4 Bar 274

Timnau v Thompson 12 Alabama 487

Bauill on Assignments. Chap 28, page 325

291
M Supreme Court
Albert G. Pearson
Left in Court
at
John L. Wilson Ref
in Court

authenticities cited
by Left in Court

Filed ~~May~~ June 1838
J. Leland
Clerk

H. B. Stevens
for Left in Court