

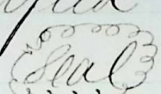
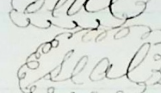
To the Honl Mark Bangs Judge
of the 23rd Judicial Circuit of the
State of Illinois

Your Petitioner William Moore of the
County of Peoria and State of Illinois
would by his amended petition re-
spectfully represent unto your Honor
that on the 18th day of February A.D.
1857 and prior thereto James S. Simpson
Sager Wild and Simon Winham com-
posing the firm of Simpson Wild
& Co. were the owners in fee simple of
the following described real estate
in the County of Putnam in said
State of Illinois. To wit: all that part
of the South West fractional quarter
of Section No Nine in Township
Thirty two North Range Two West
of the 3rd P.M. that lies South of
the Recorded plat of the Western
addition to the Town of Mcmepin
containing Nine Acres more or less
and that said defendants were then

72. about to erect and afterwards did erect a distillery and flouring mill upon said premises - that on said 18th day of February A.D. 1857 the said Simpson Wild & Co. made a written contract with your petitioner (who is a mechanic and carries on the business of casting iron and brass and making and repairing brass and iron machinery and engines and the appurtenances thereof in the City of Peoria Illinois) whereby your petitioner was to furnish for said Simpson Wild & Co. a Steam engine and its appurtenances and all castings necessary for the perfect completion of the distillery and flouring mill to be erected upon said premises which said written contract is in substance as follows to wit:

" Article of agreement entered ^{into} this eighteenth day February A.D. 1857 between
" Simpson Wild & Co. of McDonough Putnam
" County Illinois of the first part and
" William Moore of the City and County
" of Peoria and State aforesaid of the
" second part.
" Witnesseth in consideration of the

of the payments hereinafter to be made
by the parties of the first part the
said parties of the second part agree to
furnish to the parties of the first part
at his shop in the City of Floria on
or before the first day of June next
one engine of sixteen inch bore and
thirty inch stroke with iron frame
also main shaft nine inches in diameter
with length to be hereinafter determined
also two pillow blocks lined with com-
position one balance wheel seventeen &
one half feet in diameter one force pump
with shaft and pulley to work the same
one Judson's Governor valve one Governor
making a perfect workable engine &c
all of the above work to be finished
and fitted up ready for use to be of
the best material and in all respects
to be completed except copper pipe in
a good workmanlike manner and
the same are warranted not to break
with fair usage for the term of one
year from the delivery of the same
Furthermore the party of the second
part agree to furnish the parties of
the first part deliverable to our shop
all castings required and necessary for

the perfect completion of a distillery and
 flouring mill for five & one half cents
 per pound - the finishing of the same
 to be extra but to be at a reasonable
 price and in no case at a charge
 greater for the same kind of work
 than the rates charged Bobbins or other
 distilleries of the City of Peoria all wrought
 iron work to be done at the lowest
 rates charged for distilleries at Peoria
 In consideration the parties of the
 first, are to pay for the engine complete
 Eighteen Hundred Dollars one quarter
 of which is to be paid in cash on the
 execution of this contract one quarter
 on the delivery of the same on the
 first day of June next, one quarter
 on the first day of September next
 one quarter and the last payment
 on the first day of December A D 1857
 castings and wrought iron work to be
 paid for on same terms as specified
 for ^{the} engine - Simpson Wilder, 
 William Moore 

Your petitioner further represents
 that he fully performed said contract
 in all respects on his part to be
 performed except that the said

articles so to be furnished and work to be performed by your petitioner under said contract were not furnished and performed by the 1st day of June 1857 - that the engine was furnished by your petitioner to defendants on the 22nd of June 1857. and the remainder of said articles were furnished and work performed from the 4th of March 1857 up to the 23rd of April 1858 by your petitioner during that period continually from time to time as they were required by said defendants: that by the consent both of your petitioner and of Simpson Wild & Co. the delivery of said articles and the performance of said work required to complete said distillery and flouring mill was extended from time to time up to said 23rd of April 1858. for the reason that the defendants found it impossible or at least very difficult to proceed with the erection of said Distillery and flouring mill as fast as was contemplated when said contract was entered into by the parties.

Your petitioner further represents unto your Honor that the furnished articles and performed work under said original contract thus extended as set out in his

Bill of Particulars marked "A" annexed hereto and made a part of this petition - that such articles and such work therein set out were furnished and performed in pursuance of said contract so extended by your petitioner at the times and were of the price and value and description therein set forth - and that the price and value of such materials and the work and labor so done and performed under and by virtue of such contract thus extended amounted at the completion of the same on the 23rd day of April 1858 to Seven Thousand and Forty-eight $\frac{33}{100}$ Dollars and said contract thus extended was fully completed by your petitioner at the times and in the manner so required and that the materials so furnished by your petitioner with work done and performed thereon by your petitioner were used and applied by said defendants Simpson Wild & Co on said premises in the construction of the Distillery and flouring mill so proposed in said contract to be erected by the said defendants and is the same flouring mill & distillery upon the said premises at the filing of the original petition and at the present time, and

is upon the same premises proposed by
said defendants at the time of making said
contract that said defendants made payments
to your petitioner on said work and ma-
terials from time to time during the prog-
ress of such work and the furnishing
of such materials amounting to four
thousand and nineteen $\frac{7}{100}$ Dollars leaving
owing and unpaid to your petitioner there-
on on said 23rd day of April A.D. 1838 the
sum of three thousand and twenty and
 $\frac{57}{100}$ Dollars: that on the 27th day of April
1838 your petitioner and said defendants
settled and it was agreed by both parties
that there was said amount of \$3,020 $\frac{57}{100}$
owing from said defendants to your
petitioner under and by virtue of the
contract aforesaid the same coming
due and payable according to the
terms of said contract so extended
as aforesaid but by the agreement of
both parties upon said 27th day of April 1838
the time of payments was modified in this
that as the defendants had not paid
the one fourth required by the contract
at the execution of said contract and
as the extension of the contract had been
solely for the accommodation of the de-

pendants it was agreed by the parties that the credit of three and six months after the delivery of all articles and the completion of all works as provided by the contract should be restricted and defined as follows, to wit: it was agreed that \$1000 should be paid in thirty days from the said 27th of April, 1858, \$1000 in ninety days and \$1020, 57 in four months from said time with interest thereupon at ten per cent from said date and accordingly the said defendants Simpson Wild & Co. executed to your petitioner three several promissory notes in pursuance of such settlement which notes are as follows, to wit:

" \$1000.00 Thirty days after date we
 " promise to pay William Moore or his
 " order One Thousand Dollars value rec^d
 " Commencing April 27th 1858 and inter=
 " est at ten per cent
 " Simpson Wild & Co,

" \$1000.00 Ninety days after date we
 " promise to pay William Moore or his
 " order One Thousand Dollars value
 " rec^d, Commencing April 27th 1858 and
 " interest at ten per cent per annum Simpson Wild & Co.

" \$1020.57 Four month after date we prom-
" ise to pay William Moore or his order One
" Thousand and Twenty ⁵/₁₀₀ Dollars value
" rec^d Hounnphin April 29th 1857 and in-
" terest at ten per cent

" Simpson Wild & Co.
the giving of which said notes was not
designed by said parties as a discharge
of the lien to which your petitioner
was entitled but only as evidence
of indebtedness and to settle and place
the same in more convenient shape
that there is a mistake in the date
of the last mentioned note for \$1020.57
it being dated in 1857 instead of in
1858 as it should have been and as was
designed by the parties, the mistake
of the year being a mere clerical error.
Your petitioner further represents that al-
though said notes have long since become
due and payable yet the said Simpson
Wild & Co. have not nor hath either of them
paid the said notes or either of them
or any part thereof although often request-
ed so to do nor have they or either of
them paid the ballance of said account
or any part thereof, but the whole
sum of said \$3,020 ⁵/₁₀₀ is still due and

unpaid to your petitioner with ten per cent interest per annum upon the same from the 29th of April 1858 to the present time. And your petitioner further represents that after said settlement and after said notes were given to wit: on the 11th day of May A.D. 1858 the said Simpson Wild & Co. made another contract with your petitioner to furnish certain other machinery for said distillery and mill as above described and to ^{do} certain repairs thereon which said last mentioned materials and repairs were to be furnished by your petitioner and fully completed within one year from the time of making such last named contract and were to be paid for when such last mentioned articles were furnished and delivered to the said Simpson Wild & Co. and such articles were to be furnished at such price or sum as they were reasonably worth.

And your petitioner further says that under such contract he did furnish and deliver to said Simpson Wild & Co. the several articles mentioned in the account and schedule hereto attached marked "D" and made a

part of this petition that said articles were of the value named and specified in said account which amounts to the sum of Seventy five ⁷⁵/₁₀₀ Dollars and which said materials were received and used by the said Simpson Wild & Co. in erecting said distillery and flouring mill upon said premises and that the last of said articles, viz: Six grate bars were delivered to said Simpson Wild & Co. on the 22nd day of September 1838 at which time the last payment for said articles so furnished as aforesaid became due and payable - yet the said Simpson Wild & Co. have not nor hath either of them paid the amount of the said last mentioned account nor any part thereof although often requested so to do but the same still remains due and unpaid to your petitioner.

Your petitioner further represents that Sidney Pulsifer has a mortgage on said premises for about One Thousand Dollars also that Elisha W. Brown Archibald G. Goddin Barton S. Wilson and James P. Johnson partners composing the firm of Brown Goddin & Co.

of St. Louis Missouri have a mortgage on
 said premises for about the sum of Twenty
 one Thousand Dollars (which mortgage
 since the filing of the original petition
 herein has been foreclosed by the said
 Brown Goddin & Co. and the said prem-
 ises sold thereupon) and also that the
 said firm of Brown Goddin & Co. com-
 posed of the same individuals with
 the addition thereto of John T. Hoop-
 kins but called by the same firm
 name have a judgment against
 the said Simpson Wild & Co. for about
 six Thousand Dollars in the Circuit
 Court of Putnam County Illinois which
 became a lien upon said premises but
 about one half of which judgment has
 since been paid also that Henry Reider
 of Peoria Illinois claims a Mechanic's
 lien upon said premises which since
 the filing of the original petition
 herein has passed into judgment for
 about the sum of \$52.91 and the
 said premises decreed to be sold sub-
 ject however to the mortgage of ^{said} Brown
 Goddin & Co. and reserving an equality
 of lien upon said premises to your
 petitioner and to Baker Saylor & Co. of

4
Proria Illinois which decree has been com-
plied with and said premises there-
upon sold also that said firm of
Loker Seilor & co. composed of Jacob Loker
Samuel Seilor and John Le Mauer
claim to have a mechanics lien upon
said premises which since the filing
of the original petition herein has passed
into judgment for about the sum of
\$910. ⁴/₁₀₀ and the said premises decreed
to be sold thereupon subject however
to the aforesaid mortgage of Brown
Goddin & co. and reserving an equality
in lien upon said premises to your
petitioner and to the aforesaid Henry
Rehder:— also that Oaks Turner for the
use of Putnam County has a judgment
against said Simpson Wild & co. for about
Eleven hundred & eight Dollars and ³³/₁₀₀
also the County of Putnam has a
judgment against said Simpson Wild
& co. for about the sum of One Hundred
and Forty one Dollars— also the County
of Putnam has a judgment against
Simon Minihan (being one of the
firm of Simpson Wild & co.) who is
impleaded with Robert Patten for
about the sum of Twelve Hundred

and fifty three and $\frac{25}{100}$ Dollars, which last three judgments were obtained at the Putnam County Circuit Court October Term A.D. 1858-

Your petitioner further represents that that by virtue of the said contracts and the furnishing of the said materials for said distillery and flouring mill upon said premises and the work and labor aforesaid your petitioner has a lien upon said premises for the amount due him for such materials and work and labor and that his said lien takes priority over the liens of all other parties to the extent of the value of such materials and such work and labor; and that your petitioner's said lien is a valid subsisting lien and that your petitioner is entitled to have said premises sold for the purpose of satisfying his said lien.

And your petitioner expressly avers that the time for completing the contracts aforesaid was not extended for a longer period than three years nor the time of payment beyond the period of one year from the time

stipulated for the completion thereof.
Your petitioner therefore in consideration
of the premises prays that the said James
S. Simpson Sager Wild and Simon Minihan
partners composing the firm of Simpson
Wild &c. Sidney Pulsifer Henry Rehder
Jacob Lohr Samuel Seilor and John
Co. Maker composing the firm of Lohr
Seiler &c. - Elish W. Brown Archibald Co.
Goddin Barton S. Wilson and James S.
Johnson composing the firm of Brown
Goddin &c. also the said Brown Goddin
Wilson & Johnson and John S. Hopkins
composing the firm of Brown Goddin
&c. the County of Putnam and Oaks
Turner parties defendant may each of
them be required to make full true
and perfect answer to all the allega-
tions herein contained as fully as
though they were specifically interro-
gated in relation thereto (but not under
oath their answer under oath being
hereby expressly waived) and that on
a final hearing it may be ascertained
and determined how much the
said Simpson Wild &c. are indebted
to your petitioner upon the notes and
accounts aforesaid; and that his lien

on the said premises for the same may be declared and may have precedence over the liens or Claims of all parties whomsoever and that said premises may be sold for the satisfaction of said Lien (reserving however to the said Henry Rehder and the said Loker Seilor & Co. an equal lien ^{with} your petitioner upon said premises to the extent of the judgments of the said Rehder and of the said Loker Seilor & Co.) except so far as the liens of the said Rehder and the said Loker Seilor & Co. are affected by the aforesaid Mortgages of Brown Goldin & Co.) - and that if the same is insufficient that execution may issue against the goods and chattels lands and tenements of the said Simpson Wild & Co. and that your petitioner may have such other and further relief as to your Honor may seem meet and to which he may be entitled

Peters & Winslow
for Petitioner

The annexed is the paper "A" referred to in the Bill

"A"

A

Messrs Simpson Wild & Co.

1837.

To William Moore Dr.

March 7 th	To 2 Jan Boxes	46 ^{rs} 52 ^{cs}	
8 th	" 2 8 in Pullies	1,73	
		<u>219</u>	\$ 12,04
16	" 4 Bolts for Jan		.60
April 7	" 3 Spindle Bridge pots	381	20,96
	Stock & fitten Jan		40,00
16	16 Eyes	1/-	2,00
	32 Brackets	8 ^{cs}	2,56
30	4-5 1/2 in Gudgeon (plain)		
	9-5 1/2 coupling Gudgeons 1-6 in 7-5 1/2		
	16 in 4-5 1/2 & 1-5 1/2 Gudgeons	3,78	
May 4	6-24 in Pullies	5,06	
		<u>8,84</u>	48,62
Feb. 24	1 Spur wheel for Lin shaft mash	5,83	32,06
May 8	6-12 in Nutre Wheels	1,32	
	2 Bevil wheels for mash upright	3,48	
	9 Gudgeons 18 in Nutre	46	
14	4 Gudgeons	1,73	
		<u>6,01</u>	33,03
	Turning 10 plain Gudgeons		5,00
	20 Bands		5,00
	Turning 10 Convey or Gudgeons		3,00
	30 Bands		7,50
16	Turning 5 Gudgeons		4,50
	Boring 4		4,00
	Fitting Keys		2,00
	11 Bands	2/-	2,75
	Turning 8 Gudgeons		8,00
	Boring 8 Wheels		8,00
	Fitting 8 Keys		4,00
	Turning 1 Convey or 1 plain Gudgeon		1,00
	21 Bands		5,25
20	1 Box 2/- 1 Drayage 2/-		5,00
			<u>234,39</u>

88	1857	Gr. Amt. over		<u>\$ 234.39</u>
May	18	" Bolts	120-16c	19.20
	16	" 1-34 in Spur & 1-6 in Judgear	89	
	18	1-24 in Pulley	58	
	19	1-24 in " & 1 Judgear	75	
	21	1 Bevel Wheel for engine shaft	10.18	
		3-15 in Spur Wheel	<u>238</u>	
			14.78	81.29
		including Bevil Centre		.50
June	1	" Bolts for bolting engine	308-1/2	38.62
	8	1 Spur Pinion for engine shaft	201	
	8	1 Line shaft to 1. Mash	11 7/4	
		" plates for engine frame	<u>3.56</u>	
			1731 7/8	95.20
	13	Drilling & flanges		15
	17	5 Shafts W.	63-86	3.08
		Boring 24 in Pulley		1.25
		" 34 "		1.50
	20	Turning 6 Shafts		6.00
		Boring 6 Pulley		6.00
		Fitting & Keys		4.00
		Boring 2 Mitres		1.50
		1 Set 100 chains	527-1/2	65.87
		Bolts	28.15c	4.35
22		3 Wrenches		8.00
		Turning upper shaft		20.00
		Boring & turning cone wheel		18.00
		" " Bevil wheel		8.00
		" " Coupling		2.00
		1 Paint	30-2/3	7.50
		Boring & turning stop & Paint		6.00
		Fitting Keys		11.00
		1 Steel Stop	8-4/5	4.00
		Amount over		<u>668.40</u>

1834 To Amt over

\$ 669.40

June 11	"	3 mill Spindle Pinions	1171 ⁷⁰
13	1	" Spindle	236
	2	" "	483
	2	flanges	28
	1	Upright Shaft	16.66
14		flanges	2.38
	6-24 in.	Pulleys	4.22
	5-15 in	Spur Wheels	238
	1, 31 Bevil	"	93
18	1	Elevator shaft	17
	1	Bevil Wheel for mash upright	10.82
	1	Cow Wheel for	" 14.88
		Linings for doors for front	544
	2-8 in.	Mitres	20
	2	plates for front	1164
	1	Double Thrasher valve stand	353
	5	Columns for front	475
		Boiler front Castings	12.24
20	3-36 & 1-2 in	Pulleys	560
	1	Line Shaft	6.00
	1	" Mash "	8.08
23		Link to pillow Block	29
	144	cog Bevil Wheel	318
	2	pillow blocks for centre shaft	388
			<u>13593</u>
		altering centre	
22	1	Engine 16 in. cylinder	
	12	Bolts for chimney	444 - 1/2
	2	" " Bush frame	11 1/2
		Boring 1 Bevil Wheel	
	"	1 Spur "	
		Sitting 2 Keys	

747.72

1800.60

35.30

1.38

8.00

8.00

1.00

3297.45

1857

June 23

To Amt over

\$3297.75

23.00

" Bolls & fitting fire front

1, 65 Spur wheel 583

2 Couplings 525

23 2 Boxes 205

1 Bevil 238

2 Couplings 237

2 Rakes Heads 706

1- 56 Bevil 407

1 Carter Shaft 254

Line Shaft No 3 628

1 Bevil Wheel 389

1 Mash upright shaft 745

1 Bridgeport 120

Washers for Engine & Dash 62

July 1

1 Mash upright 734

1 3/4 Bevil Wheel 32

1 Line Shaft 438

3 3 Boxes for Do. 283

2 " 78

6745 370.77

1 Lark 10

8 Plates for Chimney 178

1 upright coupling 53

231

3 steel Bails & Cook Head 18-41 12.60

Turning Counter line shaft 9.00

Boring 1 Spur & 1 Bevil wheel 12.60

Fitting 2 Keys 10.00

" 2 Pillow blocks 6.00

Composition in Boxes 18-30 C 18.00

Turning 1 line shaft 5.40

Boring 1 Bevil wheel 15.00

5.00

To page 5

3786.82

1837	To (from Page 14)		\$ 3786.82
July 3	Turning 2 line Shafts		15.00
	Boring 2 Bevil Wheels		8.00
	Turning 3 line Shafts		14.00
	Boring 1 Bevil Wheel		5.00
	Turning 4 line Shafts		12.00
	Boring 1 Bevil Wheel		4.00
	" 3 Pr Couplings		24.00
	Composition	78-30 c	23.40
	Fitting 11 Keys		31.00
	Turning counter gun shaft		12.00
	Boring 3 Pulleys		9.00
	Fitting 3 Keys		7.00
	Composition in Boxes. 14-30		4.20
	Turning 2 Mash Shafts		24.00
	Boring 2 Bevil & 2 centres		16.00
	Fitting 2 Pinions		8.00
	" 4 Keys		12.00
	Dressing 3 mill spindle Pinions 111 cogs		111.00
	Fitting 3 mill spindle		60.00
	Fitting 3 Spirving Bridgeports		42.00
	2 Bolts		1.00
	8 steel Bolts	22-4/	11.00
	1 Mash upright Bridgeport	112	
	1 grate Borer	331	
	2 Baler & Driver	105	
	9 Chimney Plate	182	
	3 Boiler Stands	363	
	3 Bushes	82	
13		1182	65.00
15	1 Plate	6-8 c	48
	Drilling grate Borer		1.00
20	2 Steel Steps	13-4/-	6.50
21	Ant over		433.40

1837	Go Amt over		\$4313.40
July 20	" Boring & fitting Shaft		5.00
	Drilling Leaver		1.50
	Composition Packing 32 1/2 - 400		13.00
	Copper Rings 4 - 80		3.20
23	Iron & forging 30 - 20		6.00
	3 Lighter screws		9.00
	2 hop gicks.		30.00
	2 Steam Valves		30.00
	Drilling 3 Leavers		.75
24	2 Drayages		50
28	2 - 24 in - wrought shafts	204	
	1 - 2 1/4 in " "	75	
	1 - 2 1/2 in " "	26	
	2 - 2 1/2 in " "	348	
	1 - 3 in " "	278	
		<u>731 - 86</u>	74.48
	1 Miter Wheel	300	
	2 Leaver stands	252	
	1 Miter wheel	300	
	8 Plates for Chimney	177	
	3 Spriddle Leavers	150	
	1 Levis Shaft	396	
	1 Box	38	
31	3 Sections stand pipes	984	
	1 upright shaft	<u>488</u>	
	3 1/2 ft coupling & uprigger	3495	192.62
Aug 15	Burning & drilling 3 stand pipes		10.00
	1 check valve		16.00
	Burning five hudgeons		5.00
	Boring 5 miter wheels		5.00
	Fitting five Keys		4.00
	Amt over		<u>4719.46</u>

And over

\$ 4812.46

Aug

Turning 5 plate Gudgeon & the corners	3.50
26 Bands 2f	6.50
Turning 2-2 in. upright Shafts	18.00
Boring 8-12 in & 2-12 1/2 Miter Wheels	10.00
Fitting 10 steel Keys	12.00
2 steel stop & 2 Pairs 12-4f	6.00
Fitting	7.00
Turning 1-2 1/2 in Shaft	4.00
Boring 2-24 in Pulley & 1 1/2 in Spur	3.00
Fitting 3 Keys	3.00
Turning 1-1 1/2 in Shaft	2.75
Boring 1-18 in Pulley & 1-20 cog Bevil	2.00
Fitting 2 Keys	1.75
Turning 1 Shaft	1.00
Boring 1-3 ft Pulley & 1 Bevil Mice	5.00
Fitting 2 Keys	4.00
Composition in Boxes 6-30	1.80
Turning 1-3 in W. Shaft	10.00
Boring 3-24 in Pullies	4.50
" 2 Bevil Wheels	4.00
Fitting 5 Keys	7.50
Turning 2-2 1/2 in W. Shaft	10.00
Boring 1-24 in Pulley & 2-42 in Spurs	4.50
Fitting 3 Keys	3.50
Boring & Turning 2 for coupling	2.00
" " " " " " " " " " " "	2.50
Fitting 4 Keys in Coupling	5.00
Turning 1 upright Shaft	2.00
" 2 " " " " " " " " " "	14.00
Boring 2 Bevies	7.00
Fitting 2 Keys	6.00
Turning 3 upright	10.00
And over	4921.26

94			
1887	To Amt over		\$ 4921.26
Aug 13	" Boring 1 Bevil Wheel		2.00
	" & drilling 1 Spider rim		3.30
	Fitting Keys		4.00
	Turning 4 upright Shafts		6.00
	Boring 1 Bevil Wheel		2.00
	Fitting Keys		1.30
	Boring 3 1/2 for coupling		13.00
	Fitting Seven Keys		14.00
	Boring & cutting Key set in 42 in Spur		1.30
	Drilling 4 Brackets		.75
	" 1 Wheel		.50
13	1 Sack		.10
	500 flights		15.00
	5 Dangles		1.25
	1 Shaft	6.36	
	8 12 in Mitre	1.88	
	1 upright Shaft	2.85	
	6 24 in Pulleys 18 in Pulleys		
	2 Bevil Wheels	6.54	
	1 upright Shaft	1.88	
	2 Gudgeons & 1 8 in Mitre	35	
	2 4 1/2 in Mitres	107	
	2 42 Spur Wheels	206	
	2 Bridgepins & 1 Bevil Pinion	28	
	1 Bevil wheel	136	
	10 Gudgeons 4-12 mitre		
	1 18 in Spur wheel	261	
	1 68 Bevil wheel		
	1 42-1-56-40 & 1-80 Bevil	3.02	
	1-6 & 1-5 1/4 Gudgeon	32	
	2-42 in Spur Wheel	215	
		3294	
	To page 5		
			186.17
			5169.53

1837	To from page (8)		\$ 5169.53
Aug	" 2 Water valves	161	
	128 in Spider Pins	68	
	4 Brackets	39	
	1-87 Bevil Wheel	113	
	1 Square Block	<u>109</u>	
		500	28.03
17	Drazage		25
	2 Brass Pumps & Stops	132 4/5	7.50
	2 Stay Straps for Boiler Wall	384	
	7 Grates	637	
	2 Caps & 2 Shipping Boxes	56	
	1-5 1/2 in Gudgeon	18	
24	4 Conveyor hangers	48	
	2 Couplings	109	
	2, 12 in Mitres	145	
28	2-18 1/2 in Mitre Wheels	106	
	2-44 cog bar	140	
	1-80 " Bevil	67	
	1-6 3/4 flange	<u>13</u>	
		1628	89.54
	3 Shafts & Turning		1.75
	2, 2 1/4 in Shafts	139.80	11.12
	2-2 Extra length Pump shaft	48	3.84
	Boring 1 Wheel & cutting Key set	200	16.00
	Turning 1-2 1/2 shaft		2.00
	Boring 2 Mitre wheels & 1 Bevil		4.00
	Cutting 3 Keys		3.00
	Turning 1-2 1/4 shaft		3.00
	Boring 2-18 1/2 in mitres		2.00
	Cutting 2 Keys		2.00
	4 loose collars & Turning		4.00
Sept. 7	And over		<u>5360.58</u>

96
Sept 7

	Go from over		\$ 5360.58
	" Boring & fitting 1-50 Bevil Wheel		1.75
	Turning 1 Gudgeon		1.00
	2 Bands		50
	Turning 1 Gudgeon		1.00
	Boring & fitting 1-68 Bevil Wheel		1.75
	2 Bands		50
	Turning 1 Gudgeon		1.00
	Boring 1-23 in Spur Wheel & fir		1.75
	2 Bands		50
	Turning 2 Shafts & collars		8.00
	Boring 2 wheels		2.00
	" 2 for Couplings		4.00
	Fitting 4 feathers & cut keys in wheels of	10.00	
	2 Steel Springs		3.00
	Turning & Boring 2 Brass steps & paint		2.50
	Dropping 7 changes & 1 wheel		1.00
	Turning 1 shaft		6.00
	Boring 1 Mitre & 1 Bevil Wheel		3.00
	Fitting 2 Keys		3.00
8	1-2 in shaft	39-8c.	3.12
	Turning do		3.00
	Boring 1 Spur wheel & 1 Bevil		2.00
	Fitting 2 Keys		2.00
	1 Steel Stop	3.75	1.50
	Boring & fitting do		1.25
14	4 locks		50
	3 Drayages		75
	1 Line shaft	287	
	1-7 3 Bevil Wheel		
	1-11 1/2 Mitre "		
	1-68 Bevil "	2.00	
	1 Upright shaft	2.00	
		6.88	
			38.84
			5464.42

1859	To Amount over		\$5464.79
Sept. 1	" 1-36 in Pulley	1.38	
	1-11 " " & 1 Box	1.05	
5	1 Bevil 1-2 3/4 Spur-1 1/2 in Mitre		
	& 1-6 in Gudgeon	1.48	
	15-6 3/4 flanges	2.26	
	2 Bridgepins	.74	
	2 Door frames & Doors	1.40	
	2 Boxes	.47	
	1 silent feeder & hand wheel	.24	
14	4 flanges	.67	
	1-18 1/2 in Mitre	.54	
	3 Mall strips	5.88	
	2 door frames	.33	
	1 Branch Pipe	1.53	
		<u>17.41</u>	95.73
	2 Mash valves		8.50
	2 Large Water valves		67.40
	1550 flights		46.50
26	2 Doorages		50
28	800 flights		24.00
	3 Sacks		30
	2 Pipes for Still		
	" " Double water valve		
	" " Safety		
	1 flange	3.72	20.46
14	1 safety valve with throttle valve & sight		35.00
	2 water		45.00
	3 flanges	21	
	Mud valve Casting	1.80	
	1 1/2" pipe for safety valve		
	1 " " " pipe	1.06	
		<u>30.7</u>	16.88
			5824.68

Sept 14

To Amt. over

\$5824.69

" 14 in Pulley	31
1-18 1/2 Mitre & flang	.94
1-20 in Pulley & 1-Box	1.02
1 Spur Wheel	2.87
1-27 in Pulley	.86
1-28- Spur Wheel	1.50
2 flanges	1.29
1 Butterfly valve pipe	.58
flanges	2.16
1 Stopping Box	.40
1-18 in Pulley	.22
1-14 cog Pinion	.07
1 Shaft	2.66
1 Pendulum	1.95
3 Boxes	3.23
1 Pump arm	1.16
26 1 Line Shaft	7.85
1 Pump "	3.33
15 Grates	14.10
1 Boiler Well stop	1.90
28 1-36 Spur 1-24 in Mitre }	
& 1-31 Bevil Wheel }	3.93
1-50.	1.21
29 1 upright Shaft	6.48
1-39 Bevil & 1-55 Mitre	3.02
	<u>54.13</u>
	878
Brass Butterfly valve	
Blank flange pattern	
putting on circular flang	
3 Cylinder cocks	
alter wheel & gudgeon & 2 Bands	
composition in Box	

Go page 13.

297.71

4.00

25

73-

5.25-

3.00

2.40

6138.05

1857	To from Page (12)		\$ 6138.05
Sept.	" 2 Damsels		8.00
	Setting 2 Doors		5.00
	Drilling 4 Pipes		6.00
	Boring 1-18 1/2 Inche + fitting Keys		1.50
	" + Drilling + fitting Spur Wheel		6.50
	Drilling Pipe + flang		1.50
	Coupling nut for Wheel		2.00
	Drilling Flanges		2.50
	1-1 3/4 In Shaft	38-8	3.04
	Turning do		4.50
	Boring 1-17 1/2 Pulley		1.00
	" 1 Pinion + fitting Key		1.25
	1-2 1/2 in Shaft	142-8c	11.36
30	1 Pipe to connect valves	66	
	1-27 in Pulley	78	
	1-T. pipe + flang	1.06	
Oct 1	Flanges	1.04	
	3 Boxes	2.14	
	1 Bridgport	.39	
	60 ft. Track	.97	
	Shingles	.34	
	Seven Goats	6.54	
	1-12 in Pulley	1.22	
	Flanges	1.20	
7	Steel & flang for tub	.37	
	1 Bevil Wheel	1.86	
	4 Return Plates		
	2 Weight for Pumps		
	1 Blank flang	6.15	
	4 Grain Car wheels	.38	
	21 ft Track	.33	
	Drilling Flanges	23.57	
	1 Rocker Drill Stock		
	Steel Stop & Pin	15-24	
99	Am't over		128.63
			1.00
			12.00
			6.50
			6338.33

100

Oct 7

Amt over

\$6338.33

Boring & turning Hope Port

5.00

Turning Upright shaft

12.00

Boring 2 wheels

8.00

Fitting 2 Keys

6.00

Turning 1 Line shaft

12.00

Boring 2 wheels & 1 Pulley

11.00

Fitting 3 Keys

9.00

Turning 1 Pump Back shaft

7.00

Boring Pendulum & 1 arm

8.00

Fitting 2 Keys

6.00

Turning 2 Counter pump shafts

14.00

Boring 3 wheels 1

12.00

" 1 face plate

8.00

Fitting 4 Keys

4.00

Composition in Boxes

85-30

25.50

Fitting Butterfly valve

8.00

1 mud valve

18.00

Drilling 2 pipes & flanges

1.50

Turning 1 Line shaft

5.00

Boring 2 Pulleys & fit Key

4.00

Composition in Box

9.00

Fitting silent feeder

5.00

2 Balls & studs for mill stone

35-150

10.50

Composition in 3 Boxes

30-30

9.00

Drilling flanges

75

1 return plate

75

Boring 1 wheel & cut 1 Key sent

4.50

2 Balls & studs for mill stone

1.25

Fitting car

1.70

Turning for Air Pump

171-200

32.00

Turning 2 drop joint

28.00

" turning Plungers

12.50

1 screw & turning

3.00

1 Iron Head Pattern

2.00

work on 2 Revit to split wheel

75

Amt over

643.15

13

1857	To Amt over		\$ 6643.13
Oct 16	11. 1 flang	37	
	1-30 in Pulley & 1-11 in Pulley	3.00	
	1-63 Bevil Wheel	.55	
	2 Down heads	1.08	
	1-85 Bevil Wheel	2.38	
20	2 flanges	10	
		<u>764</u>	421.02
12	fitting Double Throttle valve		50.00
21	1-82 Bevil Wheel	80.	4.95
	work on Iron for Spitting wheel		.50
	Flanges 61	61	3.35
	1 W Shaft	135-8	10.80
	1 " "	55-"	4.72
	Turning 1 Shaft		4.00
	Boring Bevil wheel & fit set screw		1.50
	Fitting 1 feather in shaft		2.00
	2 collar & Turning		2.00
	Boring & Turning 10 in Pulley		4.00
	Fitting Keys		1.00
	Turning shaft		4.50
	Boring & turning 2 heads		3.50
	" " " 30 in Pulley		9.00
	Fitting 3 Keys		3.00
	Composition in Boxes		1.80
	Dropping 12 Picks		2.00
	Drilling 1 wheel & cut Key seat		2.00
	Turning saucer for mill Ball		.75
Nov. 5	Paid Expres charge on Coupling		.25
	2 shafts for hoisting machine	216-8	17.28
7	Turning 2 shafts		6.00
	Fitting 4 Keys & 6 Couplings		3.00
	Hook & welding Spool shaft		3.50
	" do		2.00
11	Turning 1 Coupling Pattern		2.00
12	3 Boxes & 1/2 Coupling	132	
	1-30 in Pulley	159	
	1 Coupling	188	
14	1-88 2 ft wheel	<u>352</u>	30.36
			<u>6844.91</u>
101	Amt over		

109

1857

Nov.

To Cont over

\$6,844.91'

" 1-2 1/4 in Shaft

112-8.

8.96

1-2 1/4 in "

86-8c

6.88

50 " Stock & Welding 1 Shaft

6.00

18 " " " " "

3.44

Turning Spool Shaft

1.50

" 1 Shaft

3.00

Turning 3 Line Shaft

8.00

Boring 3 Br Coupling & Turning one

7.50

Fitting 5 Keys

5.00

Boring 1-30 in Pulley & for Key

2.50

Composition in 2 Boxes

1.75

Boring & Turning coupling for speed

2.75

Fitting Key

1.00

Boring Shuffling Box

2.00

14 " 1 Wheel

3.00

22 2 Plates

42th

2.31

23 3 Brap coaks

6.00

Dec. 11 1 Shrive

9

14 2-24 in Mitre wheels & Bevil wheels

568
578

31.79

Boring 2 Shelves

5.20

10 1/2 " Antennary 3/4

5.81

Boring 4 wheels

12.00

Fitting 5 Steel sets Screws

4.00

1 Cap pattern for pump

50

1 upright shaft

247

1-30 in Pulley

134

22.05

1 Brap coupling

401

2.75

Turning do

3 1/2

75

" Dragee

40

" Turning & Boring shaft

5.00

Boring 3 ft Pulley

2.00

Fitting 1 Key

1.00

7002.75

1858	To Groom page (14)		\$ 7002.75
Feb. 31	1 Brass valve	4 1/2 ⁷⁸	2.13
	" Iron " & stuffing box	6	33
April 3	1 Brass valve	9	4.50
	1 W Shaft	15-8c	1.20
	Turning "		1.25
	Fitting check valve		1.00
	" Stuffing Box		75
	" 2 valves		2.00
	Iron valve Seat	14	.77
23	1-36 in Pulley	16 3/4	8.96
	1 Socket Pattern		4.00
	1 2 1/2 in Shaft	4 3/4 - 8c	3.44
	Turning do		2.50
	2 Collars & Turning & Steel set screws		3.00
	Boring Pulley & cut key seat		1.50
	Drayage		25
	Total		\$ 7040.33

1857			Co
Feb 18	By Cash		\$ 500.00
March 14	" do		950.35
June 13	" Do.		1450.00
Oct 14	" Do		800.00
April 19 ¹⁸⁵⁸	" Do Draft		300.00
	" Old Iron		13.66
	" Error - - -		5.85
29	" 3 Notes		3020.37
			\$ 7040.33

104

Bill No 2

"B"

Simpson Wild & Co.

1858

William Moore Dr.

April 28	To Drayage		.25
May 1	" Drayage		.25
11	Boatring & fitting for Governor		1.00
4	Boring 3 1/2 in Pulley		1.75
Aug 7	1 Spur Wheel	23	1.15
19	2 Brass pitman Boxes	28 1/2	14.75
21	1 Piston follower		4.10
	1 Piston valve & stuffing Box	6 1/2	3.25
23	Work on pattern follower		.50
	2-6 1/2 in flanges	29	1.45
	Boring Wheel		1.00
	Fitting 2 Pr Boxes		5.00
	Repr valve		3.00
25	fitting follower & 4 sets screws		5.00
	Packing Ring	14.40c	5.60
Sept 22	6-4 ft Guide Bars	558	27.90
			\$ 75.95

At a subsequent Term of said Court
begun and held at Keosauqua, on the
22nd day of October A.D. 1860, to-wit:
on the 23rd day of October A.D. 1860 being
one of the days of said Term the fol-
lowing order was made, viz:

William Moore

Petition for
Mechanics Lien

vs.
James S. Simpson, Sagar Wild,
Simon Minihaw, Elisha W. Brown,
Archibald C. Goddin, Barton S.
Wilson, James T. Johnson, John P.
Hopkins, Jacob Loker, Samuel
Seiler, John C. Maher, Sidney
Reisner, Henry Rheder, The County
of Putnam and Oakes Turner.

Now comes the
Petitioner by M. T. Peters, his attorney, and
on his motion the defendants are ruled
to file their answer herein by Thurs-
day morning -

at the same Term of said Court
to wit: October 25th A.D. 1860, being
one of the days of said Term, the fol-
lowing order was made, viz:

William Moore

vs. Petition for
Mechanics Lien
James S. Simpson, Sagar Wild,
Simon Minihan, Elisha W. Brown,
Archibald C. Goddin, Barton S.
Wilson, James T. Johnson, John P.
Hopkins, Jacob Loker, Samuel
Seiler, John C. Maher, Sidney Rulsifer,
Henry Rheder, The County of Putnam
and Oaks Turner

Again come the parties
by their attorneys, and the defendants Brown,
Goddin, Wilson, Johnson and Hopkins, by
B. C. Cook, their attorney, file their demurrer
to the petition herein -

And now by agreement
the rule on the defendants for answer
herein is extended till the first day of
January A.D. 1861.

The following is a copy of the
demurrer, filed Oct. 24, 1860,
to wit:

State of Illinois
Putnam County, And Circuit Court thereof,
Of Oct. Term A.D. 1860.

The separate demures of Elisha W. Brown,
Archibald C. Goddin, Barton S. Wilson,
James D. Johnson, and John P. Hopkins to the
Petition filed in this Court against them
and others by William Moore —

These respondents saving & reserving to
themselves all advantage of exception to
the many errors & insufficiencies of said
Petition & by protestation denying & not
admitting any of the statements of said
Petition do demur to the same and say
that the matters & things stated in said
petition are not sufficient in law or
equity to entitle the petitioner to the relief
sought therein, and these respondents
are not bound by law to answer the
same & this they are ready to aver, main-
tain & prove as this Hon^{ble}. Court shall
direct,

B. C. Cook, Solicitor

Afterwards, to wit: on the second day of February A.D. 1861, the following answer was filed, viz:

State of Illinois
Putnam County And Circuit Court thereof
Of October Term A.D. 1860

The Separate Demurrer and answer of Elisha^W Brown, Archibald C. Goddin, Barton S. Wilson, James L. Johnson, and John P. Hopkins, Composing the firm of Brown, Goddin & Co, of St. Louis Missouri to the amended petition filed in this Court by William Moore against ^{James} V. Simpson, Simon Minihan, Sagar Wild & others.

These Respondents having and reserving unto themselves all Advantage of exception to the many errors and insufficiencies of Complainant's bill, and by protestation, not admitting any matter or thing stated in said petition as to so much of said petition as is contained between, to wit, in the ninth line from the top of the second page of said petition and the words, "And your petitioner," in the 6th line from the bottom of the 8th page of said petition, being all of said petition which claims a lien upon said premises for work done or material furnished under or by virtue of the written Contract set out in said petition, these Respondents do demur to the same and say that, that portion of said

petition is not sufficient to entitle said petitioner to the relief sought there by or to any decree or judgment either at law or in equity against the premises described in said petition, and that these respondents are not bound to answer the same, and for cause of demurrer these respondents show to the Court, that the written Contract aforesaid is not sufficient to authorize the Court to decree a sale of said premises as against these respondents - for the reason that the time of payment for the work to be done and materials furnished under said Contract is limited by said Contract to be made by December 1st 1854 more than six months before the filing of the original petition in this cause.

2nd Because no time is limited in said Contract when the Castings necessary to complete said mill, other than the articles specifically described in said Contract were to be delivered and no time mentioned in the Contract for the payment for the same.

These respondents, as to the residue of said petition, answering say, that they are advised and believe that no Contract was made by and between said Simpson, Wild & Co, and said petitioner on the 11th day of May A.D. 1858. And that no such Contract as is alleged

to have been made between said parties on that day in said petition was ever made between them.

These Respondents do not know and cannot state, what materials were ever furnished by said petitioner for the mill and distillery as said and leave the petitioner to prove the same as he may be advised.

These Respondents deny that said petitioner did furnish any labor or material for erecting or repairing said mill and distillery within six months next before the filing of the original petition in this cause, or that any contract existed between said Moore and said Simpson Wild & Co, by which said materials & labor was furnished, and the time of payment for any portion of the price of the same, extended so that said payment would become due at within six months prior to the filing of the original petition in this cause, or subsequent to that time.

These Respondents further answering say that it is true that said Simpson Wild & Co, did erect a mill and distillery upon the tract of land described in the petition, and they were completed on or before the 15th day of October 1857 and that said petitioner did furnish certain machinery & materials therefor, but Respondents

~~respondents~~ cannot state whether the same
 are correctly stated in said bill, and they
 aver that long after said material &
 machinery had been furnished and the price
 thereof had become due and payable to wit,
 on or about the 29th day of April A.D. 1858.
 it was agreed by and between the said
 petitioner and the said Simpson Wild & Co,
 that the said petitioner would give to the
 said Simpson Wild & Co, further time for
 the payment of the balance, which was then
 due him from them for materials & machinery
 furnished by him for said Mill & distillery
 & labor thereon and which balance had
 long been due him. Should be extended for
 one, three, & four months, and that said
 Simpson Wild & Co, should execute and deliver
 their notes to said Moore for said balance
 payable as aforesaid, and thereupon said
 Simpson Wild & Co, executed and delivered to
 said Moore their three promissory notes, for
 said balance, one note for \$1000 payable
 in thirty days, one for \$1000 payable in ninety
 days, and one for ~~\$1020~~ \$1020⁵⁴/₁₀₀ payable four
 months after date, and said last mentioned
 note was dated 29th 1857. by mistake, and a
 mere clerical error, that it was intended to
 be and should have been dated April 29th 1858.

and these respondents aver that the sum of money for which said notes were given had become due and payable a long time before said notes were given, to wit, as early as the 1st day of December 1857, and the time was given by said petitioner to said Simpson Wild & Co, for the reason that ~~the~~ said Simpson Wild & Co, were not able to pay said sum of money when it became due.

These respondents further answering say that before said Simpson Wild & Co, erected and completed the said distillery & mill, they borrowed of Brown Goddard & Co, these respondents excepting said Hopkins who was not then a partner, the sum of \$21,000, which sum was loaned and borrowed for the purpose of being used ~~and~~ which was used in building the said mill and distillery, and afterwards to wit, on the 22nd day of October A.D. 1857, said Simpson Wild & Co, executed & delivered to these respondents a mortgage for the sum of \$21,000, so loaned and used as aforesaid upon the following real estate, to wit, all the lot or piece of ground lying and being in the County of Putnam and State of Illinois, known and described as follows to wit, All that of the South west fractional of Section number (9) nine in township No thirty two (32) north of Range number two (2) west of the 3rd

principal Meridian that lies South of the recorded plat of the western addition to the town of Hennepin containing more 191 acres more or less, being the land upon which said mill and distillery stand, which mortgage was duly recorded in the records office of Putnam County Illinois on the 22nd day of October A.D. 1857 in Book No 26 pages 31 & 32. a reference to which is hereby made, and the same is hereby made a part of this answer

And that on the 30th day of October A.D. 1858. or about that time these Respondents discovered a judgment against said Simpson Wild & Co. in this Court on the Common law side thereof for the sum of \$ 5522.⁶² besides Costs which judgment is still unpaid & unreversed and is a lien upon the said premises of Simpson Wild & Co. described in said petition, a copy of which judgment will be filed herewith in apt time, and these Respondents insist that the time of their mortgage is not in any manner affected by the mechanic's lien claimed by said Moore in said petition, for the reason that more than six months had expired from the time the machinery and material mentioned in said petition were furnished and the work and labor mentioned in said petition

was done and from the time when the price to be paid by said Simpson Wild & Co. to said Moore became and was due and payable according to the terms of the Contract between them.

And the time of the filing of the petition in this Cause, and for the reason that the Contract stated in said petition to have been made on the 11th day of May A.D. 1858 is so uncertain and indefinite that no lien could accrue under it. And because when said Contract was made the lien of respondents mortgage was perfect, respondents mortgage having been before that time acknowledged and recorded as aforesaid, and respondents show that the whole value of the said premises is much less than the amount of said mortgage and that said mortgage has been foreclosed, and said premises have been sold to satisfy the same, that said mortgage was ^{foreclosed} ~~foreclosed~~ in the Circuit Court of the United States for the Northern district of Illinois, and in pursuance of a decree of said Court said premises were sold on or about the third day of November A.D. 1859 for the sum of nine thousand nine hundred dollars, the same being much less than the sum due these respondents upon said mortgage, no part of which was ever paid except by said sale.

And having fully answered, they pray
to be hence dismissed with their Costs

B. C. Cook
Solicitor

City of St Louis }
State of Missouri }

A. C. Goddard being first
duly sworn, states on oath that the matters
and things in the foregoing answer contained
are true to the best of his knowledge and
belief

A. C. Goddard

Sworn to and subscribed before
me, this 28th day of January 1861,

in testimony whereof I have hereunto
set my hand & affixed my official Seal

Liberty White
Notary Public

At a subsequent Term of said
Court commenced March 11th 1861,
on the said 11th day of March A.D. 1861,
being the first day of said Term, the
following order was made, to wit:
William Moore

James S. Simpson, Esq. } Petition for Me-
Daguerre } Chanice Lien.

Simon Minihan, Elisha W. Brown,
 Archibald C. Goddin, Barton B. Wilson,
 James T. Johnson, John P. Hopkins, Jacob
 Loker, Samuel Seiler, John C. Maher,
 Sidney Pulsifer, ^{Henry Rhodes} The County of Putnam,
 Ill., & Oaks Turner.

Now again come the
 parties by their respective Counsel, Complain-
 ant Moore, by ~~Peter~~ Engersoll, his attorney
 and Brown, Goddin, Wilson, Johnson &
 Hopkins by Bangs, their attorney -
 The demurrer which was filed at the last
 term of this Court, by the last named de-
 fendants, coming on to be heard and
 the Court being fully advised in the
 premises, it is ordered by the Court that
 the same be, and it is hereby overruled.

Afterwards at the same term of said
 Court, to wit: March Term A.D. 1861, on
 the 14th day of March A.D. 1861 being
 one of the days of said Term, the follow-
 ing order was made, viz:

William Moore
 vs. ¹ Petition for Mechanics Lien.
 James S. Simpson et. al. ³

Now again comes

the Complainant by Peters & Ingersoll his Solicitors, and on their motion the defendants James S. Simpson, Sagar Wild, Simon Minihan, Jacob Loker, Samuel Seiler, John C. Maher, Sidney Pulifer, Henry Rhoder The County of Putnam, Ills., and Oaks Turner, were three times solemnly called but coming not nor no one for them, make default, therefore it is considered that the Complainant's Bill be taken as Confessed as to the said defendants named. Whereupon the defendants Brown, Goddin, Wilson, Johnson, & Hopkins, by Bangs their attorney, make a motion for a continuance of this cause, and the Court being fully advised in the premises, it is considered that the motion for continuance be and the same hereby is overruled - -

On the same day, to wit: March 14th A.D. 1861, the following was filed, viz;
William Moore

vs. } Petition for Mech^l Lien
Simpson, Wild et al. } Putnam Circuit Court.

And the said William Moore Plaintiff in the above ~~case~~, comes and says that his petition "Amended" filed in the

said Cause and the matters therein
are true in substance and fact, and
that all matters and things contained
in the answer of Brown Goddin & Co.
herein filed, inconsistent with the
truth of the said Petition are untrue
and that all matters & things in said
answer contained denying or defeat-
ing the lien of the ^{sd} plaintiff arising
from the facts in the petition set forth
are untrue

xc
Peter & Ingersoll
for Plaintiff -

At the same Term of said Court, to wit
March Term A.D. 1861, on the 15th day
of March A.D. 1861, ~~the~~ being one of the
days of said Term, the following order
was made, viz:

William Moore

James S. Simpson et al^{vs.} } Petition for Mechanic's Lien.

Now again come the
parties by their respective attorneys, Peters &
Ingersoll for complainant and Bangs for
Brown, Goddin & Co, and thereupon come
a jury of good and lawful men, to wit:

Luther D. Gunn, Elijah Henkins, John Howard, James Parr, Joseph Rinehart, Samuel H. Condit, Thomas Lecch, Elijah Dawson, Joel M. Beach, J. H. Thomas, Matthias Lewis, and Lewis J. Beck, and are duly sworn ^{to} well and truly to try the issue joined & to find and assess the amount due the Petitioner &c., and by agreement of parties the jury is discharged until to-morrow morning 8 o'clock.

On the 15th day of March A.D. 1861.
the following was filed, to wit:
State of Illinois
Putnam County } ss.

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

We Command you to summon Aaron Barlow to appear before the Circuit Court of said County, forthwith to testify and the truth to speak in behalf of in a cause now pending in said Court, wherein Wm. Moore is plaintiff, and Brown, Goddin & Co. are defendants -

And have you then and there this writ, with a return thereon, showing

in what manner you shall have executed the same.

Witness, John P. Guberich, Clerk of said Court, and the Seal thereof, at his office in Hannepin, in said Putnam County, this 15th day of March A.D. 1861.

John P. Guberich, Clerk.

On same day, to wit: March 15th A.D. 1861. the Sheriff returned said writ with the following endorsement thereon, viz:

I duly served the within by reading the same to the within named Aaron Barlow as I am therein Commanded —
March 15th 1861. H. B. Leeper, Sheriff.
By D. C. Meade

On the same day, to wit: on the 15th March 1861, the following was filed, viz:
State of Illinois
Putnam County 3⁰⁰.

In Circuit Court March Term 1861.
Harlow M. Smith being duly sworn, deposed and said that he attended said Court as a witness five days, at this March Term, in a case between William

Moore Plaintiff and James S. Simpson
et. al. defendants at the instance of
plaintiff and traveled 120 miles.

Sworn to and subscribed } Harlow M. Smith,
before me this 15 day of March }
A.D. 1861. - John P. Geberich, Clerk. }

On same day, to wit: March 15th 1861,
the following was filed, viz:
State of Illinois,
Putnam County } ss.

In Circuit Court, March Term 1861,
Aaron Barlow being duly sworn, deposes
and saith that he attended said Court as
a witness one day, at this March Term, in
a case between William Moore Plaintiff and
James S. Simpson et. al. defendants at the
instance of Plff. and traveled miles.
Sworn to and subscribed before
me this, 15 day of March A.D. 1861 } Aaron Barlow -
John P. Geberich, Clerk. }

At the same term of said Court, to-
wit: March Term A.D. 1861, on the 16th
day of March A.D. 1861 being one of the days
of said Term, the following order was
made, viz:

William Moore

3

^{N.S.}
James E. Simpson et. al. ³ Petition for Mechanics Lien.

Now again comes the Complainant by Peters and Ingersoll his Solicitors, and defendants Brown, Goddin, Wilson, Johnson and Hopkins by Bangs their attorney, as also the jury before mentioned and the jury do upon their oaths say, "We the jury find for the Plaintiff, and assess the damages at \$3892.⁵⁰/₁₀₀ dollars, and we also find that the lien of the Petitioner has precedence & priority as against the lien of Brown, Goddin, & Co's mortgage & all other liens", whereupon the above named defendants, by Bangs their attorney, move the Court for a new trial, and also for in arrest of judgment, and the Court being fully advised in the premises, overrule said motions; whereupon the defendants Elisha W. Brown, Archibald C. Goddin, Barton S. Wilson, James D. Johnson and John P. Hopkins pray an appeal to the Supreme Court, which is allowed upon said Brown, Goddin, Wilson, Johnson and Hopkins giving Bond in the sum of Nine Thousand dollars, Conditioned according to law, to be approved by the Clerk of this, within

thirty days and also file their Bill of Exceptions in same time, by consent of parties -

on the same day, to-wit: March 16th A.D. 1861, being one of the days of said Court, (to wit: March Term A.D. 1861). the following decree was entered of Record - viz:

1

William Moore	}	Putnam County
vs. }		Circuit Court
James S. Simpson & al.	}	March Term A.D. 1861

Mechanics Lien

On this 15th day of March A.D. 1861 this cause came in for hearing and it appearing to the Court that James S. Simpson Sagar Wild and Simon Meinichen composing the firm of Simpson Wild & Co. - Jacob Loker Samuel Seilor of the firm of Loker Seilor & Co. Sidney Pulsifer Henry Rhoder County of Putnam Illinois and Oaks Currier had all been duly served with process more than ten days before the commencement of this term of the Court and it further appearing to the Court that the said Elisha W. Brown Archibald LeGoddin Barton S. Wilson James O. Johnson and John P. Hopkins composing the firm of Brown Goddin & Co. of St Louis Missouri had duly appeared and filed their answer to the petition filed in this cause. And the said James S. Simpson Sagar Wild and Simon Meinichen composing the firm of Simpson Wild & Co. Jacob Loker Samuel Seilor of the firm of Loker

Sailor vs. Sidney Pulifer Henry Rhoads
 County of Putnam Illinois and Oaks
 Turner having each and all been three
 times solemnly called came not and
 were duly defaulted according to law -
 And replication having been filed by
 the petitioner to the answer of Brown Gaddin
 & company - and the parties being duly at
 issue thereupon a jury was ^{duly} empaneled
 to assess and determine the claim of
 the petitioner and the jury upon the
 Petition answers replication after hearing
 the evidence returned into court the
 following verdict in favor of the petitioner -
 "We the jury find for the plaintiff and
 assess the damages at \$ 3892.⁵⁹/₁₀₀ we also
 find that the lien of the petitioner has precedence
 and priority as against the lien
 of Brown Gaddin & co's Mortgage - and all
 other liens" And it was therefore considered
 by the court that the said plaintiff
 have and recover of the said Simpson
 Wild and Manihon the sum of Three
 Thousand Eight Hundred and Ninety
 two Dollars and fifty nine cents and
 costs of suit -

And it further appearing to the court that
 all the allegations contained in the said

plaintiff petition were true and that the said plaintiff's lien herein as set forth in the said petition to the extent found by the said verdict upon the said premises described in the petition had accrued before any of the judgments or mortgages of the said defendants or either or any of them had become a lien upon the said premises in said petition described and that the plaintiff was entitled to a priority of lien to the extent of the amount found for the plaintiff by the verdict of the said jury over all of said defendants in the said case it was therefore decreed by the court that the plaintiff's lien for the amount of Three Thousand Eight Hundred and Ninety Two Dollars and fifty nine cents \$3892.⁵⁹/₁₀₀ upon the said premises in the said petition set forth and described and that he be held to have precedence and priority of lien over all of said judgments mortgages or other lien of the said defendants in and to said premises described in said petition to the extent of \$3892.⁵⁹/₁₀₀ and that the premises set forth and described in the said petition, to wit "All that part of the south west fractional quarter of

Section No Nine (9) in Township No
 Thirty-two (32) North of Range No Two (2)
 West of the Third (3rd) Principal Meridian
 that lies south of the recorded plat
 of the western addition to the Town of
 Keenepin all in the County of Putnam
 and State of Illinois - said premises
 consisting of Nine (9) acres more or less
 together with all the improvements
 thereon and all privileges and appurte-
 nances and that the same be sold
 at public vendue at the ^{door} of the
 Court House at Keenepin in the County
 of Putnam and State of Illinois upon
 giving the like notice that is required
 in cases of Real estate sold upon ex-
 ecution to the highest bidder - for cash in
 hand without redemption and further
 that John P. Gerberich of Putnam
 County Illinois be and he is hereby ap-
 pointed as special commissioner to sell
 the same in accordance with this
 decree - And that he execute to the
 purchaser ^{or purchasers} thereof a deed for said premises
 conveying all the right title and interest
 of the said Simpson, Wild and Minihan
 and of the said Brown, Goddin and
 company and of all others. And that

out of the proceeds arising from such sale said commissioner shall first pay the costs of this suit and said sale and then pay the remainder to the plaintiff in satisfaction of this decree unless there is a surplus - and then said surplus shall be paid to the parties entitled thereto - And that the judgments and ^{mortgages} the of the said defendants and all their right title and interest be forever barred and precluded as to the said plaintiff and said purchaser or purchasers both in law and equity. And that if the proceeds of such sale shall not be sufficient to satisfy this decree and costs then execution shall issue as in other cases to make the balance that may be due as in other cases

Mc. Ballou
Judge of 23rd Circuit Ills.

To-wit: on the 10th day of April A.D. 1861.
the following was filed, viz:

William Moore

vs.
Simpson, Wild & Co. }

Be it remembered that

on the trial of this cause the Petitioner introduced evidence tending to show that the Complainant had furnished to said Simpson, Wild & Co., the materials mentioned in the account attached to the amended Bill in this cause and for the prices mentioned in said account, "except" the last small bill of account amounting to about seventy dollars - which the Plaintiff did not claim - It was admitted on the trial of said cause by the said depts that the labor was performed and the articles furnished to S. W. & Co., by the plaintiff as charged in the petition & acct thereto annexed and was used &c. in & about the said Mill as charged in the petition - The Petitioner then introduced Harlow M. Smith as a witness who testified as follows - In February A.D. 1857 I was in the employ of plaintiff, I was manager in his establishment. It was a general Foundry Business was not present when the original Contract was made. I never saw it till the last term of the Rutland Circuit Court. The Petitioner then asked the witness this question. State why the Articles were not furnished at the time mentioned in the written Contract, if you know? which question

was objected to by defendants, the objection was overruled by the Court and the question was permitted to be asked, to which decision of the Court the defendant then and there excepted. The witness then stated that the engine was built according to agreement the length of pump shaft had not been given when the rest was made, as we received the order for these things we went to work and made the engine. It was completed on the 22nd day of June 1857, as to work for the Mill it was ordered from time to time as Simpson Wild & Co., wanted. They ordered it some times by letter & sometimes verbally, we had no specifications for the work, we finished the articles as fast as they could be finished under the circumstances — Said witness stated that the engine was to have been completed by 1st June 1857, had the length of the main shaft been given, as soon as that was given, we went on & finished engine by the 22nd June 1857. as to the other work for the Mill Mr. Moore finished the same as soon as possible, after reception of specifications rendered necessary from the fact that Wild & Co. made some alterations in their work from time to time. Moore did the work accord-

ing to the Contract, as per order, & was always ready & able to fulfill the Contract to the letter — On the 29th day of April A.D. 1858 Plaintiff and Simpson Wild & Co. had a settlement — The notes attached to the bill were for work done and materials furnished for mill and Distillery and correctly represent the ballance due from Simpson Wild & Co, at that time to Plaintiff.

The notes, Copies of which are annexed to the petition filed in this Cause were read in evidence — The deft admitted on

the trial that the said written Contract, — " Article of agreement entered into this Eighteenth day of February A.D. 1857, between Simpson Wild & Co., of Hennepin, Putnam County, Illinois of the first part and William Moore of the City and County of Peoria and State aforesaid of the second part —

Witnesseth: In Consideration of the payments hereinafter to be made by the parties of the first part the said party of the second part agree to furnish to the parties of the first part at his shop in the City of Peoria on or before the first day of June next one engine of sixteen inch bore and thirty inch stroke with iron frame — also main shaft nine inches in diameter with length to be

hereinafter determined - Also two pillow
 blocks lined with Composition, one balance
 wheel seventeen & one half feet in diameter, one
 force pump with shaft and pulleys to work
 the same, one Judson's Governor valve, one
 Governor making a perfect workable engine
 &c., all of the above work to be furnished and
 fitted up ready for use, to be of the best ma-
 terial and in all respects to be completed
 except Copper pipe in a good workmanlike
 manner and the same are warranted not
 to break with fair usage for the term of one
 year from the delivery of the same. - Further-
 more the party of the second part agree to fur-
 nish the parties of the first part deliverable
 to our shop all castings required and nec-
 essary for the perfect completion of a distill-
 ery and flouring mill for five and one half
 cents per pound. - the furnishing of the same
 to be extra but to be at a reasonable price
 and in no case at a charge greater for the
 same kind of work than the rates charged
 Dobbins or other distilleries of the City of Pe-
 oria, all wrought iron work to be done at
 the lowest rates charged for distilleries at
 Peoria - In consideration the parties of
 the first part are to pay for the engine com-
 plete, eighteen hundred dollars one

quarter of which is to be paid in cash on the execution of this Contract, one quarter on the delivery of the same on the first day of June, one quarter on the first day of September next, one quarter and the last payment on the first day of December A.D. 1857. Castings and wrought iron ^{work} to be paid for on same terms as specified for the engine.

Simpson Wild & Co. *Recd*

William Moore *Recd*

was duly executed by the parties as charged in the bill, and also that the notes set out in the Petition were executed as charged in the said Petition — The written Contract between the parties, to wit: between the Petitioner and Simpson Wild & Co., which is set out in the original answer of A. C. Goddard filed in this cause was read in evidence. The witness then testified that Moore the Plaintiff was at all times ready and had the means to furnish all the materials mentioned in the said Contract and to perform it on his part and was only prevented from so doing by not getting orders. The reason the time for the payment of the money by Simpson Wild & Co. was extended by Plaintiff was that I went as the agent of Moore the Plaintiff to Hennepin to settle with Simpson,

Wild & Co., and they were not ready to pay and the ~~time~~ of payment was extended to the times mentioned in said notes.

I called upon Simpson Wild & Co. for the money on the Bill they said they had not the money to pay and wanted time and I gave it to them. They did not object that it was not all due, They wanted the time extended for one, two and three years.

Here ^{the} defendant by his Counsel moved the Court to exclude from the jury all testimony touching the extension of the time of payment of said money by giving said notes on the 29th April 1858, which motion was overruled by the Court and the testimony allowed to remain to which decision of the Court the defendant by their attys then and there excepted. No articles were returned by Simpson Wild & Co. to plaintiff that I recollect of. The only reason that I did not get the money of Simpson Wild & Co. on the 29th day of April when I went up to Keenepin for Pettif to settle was that they said that they had not the money to pay me — Said witness also stated he was empowered by the said Moore to settle with Wild & Co.; but was not authorized to give any particular time, but was authorized to

settle in accordance with their Contract
 i.e. - The Contract between Wild & Co. and
 the said Moore - They set up no claim
 that they were entitled to more time in which
 to pay the money or that it was not all then
 due, there was nothing that I know of
 said about any Contract at that time.
 Nothing was said in their orders aforesaid
 as to when the money was due or should be
 paid for the articles so ordered, the last of
 said articles was furnished on the 23rd
 day of April 1858.

Aaron Barlow was then sworn
 as a witness - The mill mentioned in the
 Petition in this Cause commenced to run
 on the 13th or 14th day of October 1857. The
 same engine and machinery belonging
 to the mill is used both for the mill and
 distillery. The mill was completed at about
 the same time. The distillery was running
 early in January 1858, Boiler, Ballance
 wheel, Pillow Blocks, Force pumps and
 all necessary castings to run the mill were
 in the mill about the 13th or 14th of October
 A.D. 1857. This was all the evidence. Before
 the trial commenced the defendants moved
 that the Cause be continued to the next
 term of the Court, - For the reason that

49

said Moore at the said term filed ~~filed~~ to the answer of Goddin & Co. a replication — It was also admitted by the depts that said property described in the Petition belonged in fee simple to the parties therein named as charged, — which motion the Court overruled to which decision of the Court the defendants then and there excepted —

The said witness Smith also stated that when he went to Keennepin to settle with Wild & Co., Moore did not say that the money was due — he said nothing about it — Wild & Co. appointed a man to act for them & he & I overlooked all the acts & our conclusion was the basis of the settlement — neither did Moore say anything about my extending time of payment —

The Court at the request of the said Petitioner instructed the Jury as follows: —
1st That if the jury believe the allegations in the Plaintiff's petition has been sustained by the proofs then the jury will find for the Plaintiff the amount of the principal and interest of the notes given in evidence to the Jury, and that the Plaintiff is entitled to a mechanic's lien upon the premises and improvements thereon described in Complainant's Bill in

preference to the Mortgage of Brown, Goddin & Co. and of all other liens claimed by the said Brown, Goddin & Co. =

2^d That it is no objection to the Plaintiff's claim for a lien, that all the machinery was not furnished within the time fixed by the written Contract, if the time of such delivery was postponed by the mutual Consent of the parties to such Contract as stated in the Plaintiff's petition, and such Consent may be implied from the acts of the parties and their acquiescence, if any, and such other evidence as would sustain a Contract in other Cases -

~~which were refused by the Court to which refusal of the Court to give to the giving of each of which instructions the defendants then & there excepted -~~

The defendants asked the Court to give the following instructions: When an agreement upon which a mechanic's Lien is sought to be enforced specifies the time within which the work is to be completed, or within which the materials are to be furnished and within which the money is to be paid for such work or materials the time so specified must be the periods limited by the statute -

and these periods must be fixed when the Contract is first entered into, and the same cannot be extended by a subsequent Contract, altho the terms of such subsequent Contract be within the periods fixed by the statute -

The Plaintiff, having alleged in his Bill that the Contract read to the Jury was extended, he is bound to prove the same - And in order to prove it the testimony must show to the satisfaction of the Jury that there was an express Contract made between Simpson, Wild & Co. and Plaintiff extending the time of payment of the money, after the 1st day of December 1857, and proof simply that the former ordered the goods from Plaintiff and that he furnished them on such orders alone is not sufficient to establish such Contract of extension, And on these facts the Plaintiff has no lien on the property in controversy as against Brown, Goddard & Co. and if the Jury believe them they will so find.

which were refused by the Court to which refusal of the Court to give said instructions the defendants then & there excepted, after the verdict of the Jury was rendered, the

140 defendants moved the Court for a new trial which motion the Court overruled to which decision of the Court in overruling said motion the defendants then & there excepted & pray that this Bill of exceptions be signed, sealed & made part of the record which is done -

M. Ballou *Clk*
Judge of Rutland
County Circuit Court

The following is a copy of the Bond which was filed and approved April 15th A.D. 1861, to-wit:

Know all men by these presents that we
Elisha W. Brown Archibald C. Goddin
Barton S. Wilson James P. Johnson and
John P. Hopkins as principals and Joseph
Holland as security are held and firmly
bound unto William Moore of the County
of Peoria and State of Illinois in the
sum of nine thousand 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 joint-
ly severally and firmly by these presents
sealed with our seals and dated this
13th day of April A.D. 1861. The condition
of this obligation is such that whereas
at the March Term A.D. 1861 of the
Circuit Court of Putnam County in
the State of Illinois by a decree in said
court in a suit to enforce a mechanic's
lien in which the said William Moore
was petitioner and the said Archibald
C. Goddin Elisha W. Brown Barton S.
Wilson James P. Johnson and John P.
Hopkins and Simon Munihan George
Hild and James S. Simpson were defen-
dants in said suit for the sum of
three thousand eight hundred and

Ninety two Dollars and fifty nine cents
besides costs from which said judgment
the said which said sum was by said
decree declared to be a lien upon certain
premises mentioned in the petition in
said cause from which said judgment
the said Elisha W. Brown Archibald C.
Goddin Barton S. Wilson James S. Johnson
and John P. Hopkins have prayed for &
obtained an appeal to the Supreme Court
of the said State of Illinois. Now if the
said Elisha W. Brown Archibald C. Goddin
Barton S. Wilson James S. Johnson &
John P. Hopkins shall prosecute their
said appeal with effect and without
delay and shall pay the said judgment
and all such damages interest and costs
as shall be adjudged against them in case
the said judgment of the circuit shall be
affirmed by the said supreme court then
this obligation to be void otherwise in force

Elisha W. Brown (seal)

Barton S. Wilson (seal)

Archibald C. Goddin (seal)

James S. Johnson (seal)

John P. Hopkins (seal)

By C. C. Cook their Atty in fact,

J. Holland (seal)

ERRORS ASSIGNED.

1. The Court erred in overruling the demurrer to plaintiff's amended petition.
2. The Court erred in overruling defendant's motion for a continuance.
3. The Court erred in overruling motion of defendants to exclude testimony from the jury.
4. The Court erred in admitting improper evidence to the jury.
5. The Court erred in giving plaintiff's instructions severally.
6. The Court erred in refusing the instructions severally asked by defendants.
7. The Court erred in rendering the decree aforesaid in manner and form aforesaid.

B. L. C. C. C.
for appellants

There is no error in this Record
wherefore Appellants pray that the decree
may be affirmed

M. C. C.
for Appellants

Brown Goddess 860

vs

Mon.

Abstract.

State of Illinois,
Putnam County 3^{SS}.

I, John P. Ger-
herich, Clerk of the Circuit Court in
and for said County & State do
heavily certify that the foregoing is
a true, perfect & full transcript
of all the papers & proceedings in
said case.

In Testimony Whereof, I have
hereunto set my ^{hand} and affixed the
Seal of said Court, at my office
in Keokuk, in said County, this
Nineteenth day of April A.D. 1861.

John P. Gerherich, Clerk.