No. 12512

Supreme Court of Illinois

Grove.

---

vs.

Carlyle.

71641

Henry Thorn Plaintiff in Error
vs.
Thompson Carlisle
Defendant in Error

In the Supreme Court

And the said Plaintiff in Error comes as says that in the record and proceedings and in the rendition of the decree in this cause manifest Error has intervened to the injury of Plaintiff And for assignment of Errors when the record is shown to the Court here the following.

1. The Court below erred in rendering a decree against Plaintiff

2. The Court below should have dismissed the Bill

3. The decree should have been made in favor of Plaintiff in error

4. The decree is not in accordance with the Case made in the Bill

5. The decree is not in accordance with the prayer of the Bill for which and other errors apparent in the record of Proceedings in this cause the Plaintiff in Error prays the Court to reverse the decree in this cause that the same may be wholly for naught annulled

Thorn Mc[illegible]

Henry Stone
vs
Thompson Corbally

Case of Apl 7, 1857

And now
comes the said defendant by
Wood his atty & says that in the
record proceedings & decree afore-
said no such error hath inter-
vened or is complained of
wherefore &c

By Wood his atty

See last leaf where defendant
has assigned Errors

Thompson Calvert

vs

Henry Brown
Amos Daugherty
John Comstock
Wm. Calvert

} In Appeal
From Peoria

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[12512-2]

State of Illinois }
Peoria County } ss

Pleas in the circuit court in and for the county of Peoria and state of Illinois before the Honorable Ruslow Peters, judge of the 16th judicial circuit in said state.

Be it remembered that on the 25th day of July A.D. 1855, there was filed in the office of ~~said~~ the clerk of said court, a certain bill in chancery, in the words and figures following to-wit:-

State of Illinois }
Peoria County }

1st Page

To the Honorable Onslow Peters Judge of the 8th Judicial Circuit - in and for the State of Illinois in Chancery Sitting Humbly complaining, Showeth unto your Honor Your Orator Thompon Carlile of the County of Peoria & in the State of Illinois that heretofore to wit - in the year AD 1852 while your orator was absent from the City of Peoria where your orators Wife Ann Carlile then resided She made a contract With Geuge C Bester of said City for the purchase of a lot of Ground ~~in~~ in said City Known & Decribed as lot No Eleven in Range No two in Mills addition to Said City for the sum of two Hundred and fifty Dollars in payments. the last was to become due in three Years from the date of said purchase that at the time of said purchase She paid said Bester the Sum of Fifty dollars or thereabouts. That your ~~Her~~ Orator returned home to Peoria in the Spring of the Year AD 1853 and Soon afterwards paid to Said Bester the amount due him on Said purchase less a discount made by Said Bester in Consideration of receiving the money before it was ~~due~~ due The Sum paid by your orator was $184. as near as he can recollect — That the Wife of your orator was desirous to receive the Deed to said Lot in her name to Which your orator Consented. And the Said Bester and his Wife Executed to the said Ann Carlile a deed of Which the following is a true Copy

[12512-3]

This Indenture made the twenty fifth day of July in the Year of our Lord one thousand Eight-hundred and fifty three Between George C. Bister and Sarah E. his Wife of the City and County of Peoria and State of Illinois parties of the first-part and Ann Carlile of the same City County and State party of the Second part Witnesseth that the said Parties of the first-part for and in Consideration of the Sum of Two hundred and fifty Dollars Lawful money of the United State of America to them in hand paid by the said party of the Second part at or before the ensealing and delivery of these presents the receipt Whereof is hereby acknowledged have granted bargained and Sold aliened remised released Conveyed and Confirmed and by these presents do Grant bargain Sell alien remise Convey and Confirm unto the said party of the Second part and to her heirs and assigns forever all of Lot Eleven (11) in Range two (2) in the Town of Peoria as laid off by Benjamin Mills on Fractional Section Ten (10) in "Township" Eight (8) North ~~by~~ of the "Base" Line" in Range Eight (8) East of the fourth principal Meridian and Situate in the County of Peoria and State of Illinois Together With all and Singular the tenements hereditaments and appurtenances thereto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof. and also all the Estate right title interest dower right and dower property possession claim and demand Whatsoever as well in law as in Equity of the said parties of the first-part of in or to the above described

premises and every part and parcel thereof with the appurtenances. to have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part her heirs and assigns forever and the said George C. Bester for himself and his heirs the said premises in the quiet and peacable possession of the said party of the second part her heirs and assigns. against the said parties of the first part their heirs. and against all and every person or persons Whomsoever lawfully claiming or to claim the same shall and will Warrant and forever defend. In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above Written

Geo C. Bester (Seal)
Sarah C. Bester (Seal)

State of Illinois
City of Peoria – Peoria County } ss.

This day personally appeared before the undersigned a Notary Public in and for said City of Peoria in said County of Peoria George C. Bester and Sarah C. Bester his Wife Who are personally known to me to be the persons Whose names are subscribed to the foregoing Deed as having Executed the same and acknowledged that they had Executed the same for the uses and purposes therein expressed and the said Sarah C. Bester Wife of the said George C. Bester being now of lawful age and having been by me Seprate and apart from her said husband examined and the full Contents of said Deed made Known and explained to her She acknowledged that as her own free act

L 2572-4

Seal Notarial

She had Executed the same and relinquished her dower to the lands and tenements therein mentioned Voluntarily freely and Without fear or Compulsion of her said husband. Witness my hand and Notarial Seal at the City aforesaid this twenty fifth day of July AD 1853

A. C. Hankinson
Notary Public

That Soon after the Contract of purchase With said Bester as aforesaid your Orator Caused a dwelling house & fences to be Erected on said premises & Made other improvements thereto all of Which is of great Value to Wit of the Value of $1500 or thereabouts and that said Lot & improvements are now of the Value of $1800. that for Several months past your orator has rented a part of said premises to one Levi Wilson Who has resided thereon since And that on the 30th of June last past your orator rented the Whole of said premises to said Wilson and that your Orator and his tenants have been in the possession of said premises for more than a year last past. Your Orator further Shows that When said Bester Contracted said lot as aforesaid he represented that he had a good title to Same & afterwards Executed a Warranty Deed therefor as herein before set forth your orator further Shows that the legal title to said lot was not in said Bester but on the Contrary Was in James Dougherty and John Comstock Who were the true owners thereof and that said Bester afterwards to Wit in the month of June last past purchased said lot

of them and paid them therefor in order to get the title and Comply with his Covenants of Warranty in the aforesaid Deed that at the urgent Solicitation of the Wife of your Orator and one Henry Grove the said James Dougherty & John Comstock were induced to Convey and did Convey said Lot to said Henry Grove in trust for your orators Wife Without the Consent or Knowledge of your orator & against his Will That on the said 25th day of June AD 1855 While your orator was in possession by himself & tenant of said property the said James Dougherty & John Comstock made Executed and delivered to said Henry Grove a Deed Conveying said premises to him as follows: and that before the making of said Deed the said Ann Carlile Wife of your Orator had deserted your orator & had left your orators house Without his Consent and had taken With her all your orator household furniture contrary to his Will

This indenture made this twenty third day of June in the year of our Lord one thousand eight hundred and fifty five by and between John. Comstock and Amelia A. Comstock his Wife and James Dougherty and Amanda Dougherty his Wife parties of the first part and Henry Grove party of the Second part Witnesseth that the said parties of the first part for and in Consideration of the Sum of Two hundred Dollars to us in hand paid the receipt Whereof is hereby acknowledged do by these presents give grant bargain Sell quit claim and Convey unto the said party of the Second part and to his heirs and assigns forever all that certain tract or parcel of land known and dicribed as follows to Number Eleven (11) in Range No two (2) in the town of Peoria as laid off by Benjamin Mills in the City of Peoria

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in the City and County of Peoria and State of Illinois together with all and singular hereditaments and appurtenances thereto belonging. To have and to hold the same unto the said Henry Grove his heirs and assigns forever in trust-however as hereinafter mentioned and the said John Comstock and James Dougherty for themselves their heirs and assigns Convey the above decribed premises to the said Henry Grove to have and to hold the same in trust-nevertheless that-the said Henry Grove shall take and hold said premises for the sole use benefit-and advantage of Ann Carlile Wife of Thompson Carlile free and Clear of all claim or interferance of her said husband and upon the further trust-that-the said Henry Grove shall convey said premises with their appurtenances unto any person or persons that-said Ann Carlile may by any instrument-of Writing under her hand direct-and upon the further trust-that-in Case said Ann Carlile should Die intestate that-said Henry Grove shall convey said premises to the heirs at-law of said Ann Carlile and in further trust-that-if the said Ann Carlile should die leaving a Will that-said Henry Grove shall make disposition of said premises as he shall by such Will be directed and upon the further trust-that-said Henry Grove shall account to and pay over to said Ann Carlile from time to time all rents and proffits arising out of or received from said premises that may come into his hands after deducting payments made for taxes assessments. insurance and repairs made upon said premises and the Cost-and Expences of Executing this trust-and upon the further trust-that-the said Henry Grove shall not-Convey said premises during the-lifetime of said Ann Carlile unless he shall be thereto directed as

aforesaid in testimony Whereof the said parties of the first part have hereunto Set their hands and Seals at Peoria the day & year above Written. Signed Sealed and delivered in the presence of J. G. Sender

John Comstock (Seal)
Amelia A. Comstock (Seal)
James Dougherty (Seal)
Amanda Dougherty (Seal)

the Words "Quit-Claim" in the Sixth line from top Were interlined before the Signing of the respective parties

J. G. Sender Notary Public

State of Illinois
City and County of Peoria

I, Julius G. Sender A Notary Public in said County do Certify that on this day personally appeared before me John Comstock & Amelia A. Comstock and James Dougherty & Amanda Dougherty Whose names appear Subcribed to the foregoing Deed of Conveyance as having Executed the same and Who are personally Known to me to be the Real persons Who and in Whose names the acknowledgement is proposed to be made and acknowledged the Execution thereof as their voluntary act and deed for the Uses and purposes therein Expressed and Amelia A. Comstock Wife of Said John. Comstock and Amanda Dougherty Wife of Said James Dougherty having been by me made aquainted With the contents of said Deed and by me Examined Seperate and apart from their said Husbands Whether they had Executed the Same and relinquished their dower to the Lands and tenements therein mentioned acknowledged to me that they had done

[12512-6]

So freely and without compulsion of their said Husbands and do not wish to retract

Seal Given under my hand and Seal notarial at Peoria this 25th Day of June A.D. 1855

J. G. Lender
Notary Public

That by virtue of said Deed the said Henry Grove claims to be the legal owner of said premises in trust for the use of your Orator subject to her control as specified in said Deed without the Consent of your orator and threatens to commence an action of Ejectment against your orator to recover possession of said premises and to recover Rent of said Wilson the tenant of your orator

That by reason of such claims your orator finds it difficult to Rent said property for its full value and is otherwise greatly injured & aggrieved — all which acts and doings are contrary to equity & good Conscience and tend to the manifest injury of your Orator and your orator further shows that he is the true owner of said premises in Equity and that the legal title ought to be vested in him and that neither the said Dougherty Comstock or Henry Grove or any other person had any just or equitable claims to said premises but the same belongs to your orator in fee. In tender Consideration Whereof & forasmuch as your Orator is altogether remediless in the premises by the Strict Rules of the Common Law and cannot have any discovery or relief touching the matters & things aforesaid without the aid of a Court of Equity where matters of this sort are properly Cognizable

To the end therefore that the said James Dougherty John Comstock & Henry Grow may full true and direct & perfect answers make on their respective corporal oaths according to the best of their respective Knowledge information and belief to all and Singular the Matters & Charge aforesaid as fully in every respect as if the same were again here repeated & they again thereunto particularly interogated your Orator prays they be made defendents to this Bill & that a Subpoena issue against them as provided by Law. Your Orator further prays that a writ of injunction may issue against the said Henry Grow Commanding him not to Sell or Convey said premises and that he Desist from prosecuting any & all Suits against your Orator or his tenants for the recovery of Rents or the possession of said premises and that upon a final hearing the said Henry Grow may be decreed to Convey to your Orator the aforesaid premises freed & discharged from all Claim of him the said Henry Grow & that he may have Such other & further relief as your honor may Seem meet and proper and your Orator further Shows that unless such injunction Shall be granted Without Notice to said defendent he has reason to fear & does fear that great injury will ensue to him & that said premises will be Conveyed by said Grow so as to make it difficult for your orator to obtain the Same. Thompson Carlile.

This day Came before me Thomson Carlile and Subscribed the foregoing Bill and being duly Sworn made oath that the Matters & things therein Stated to be of his own Knowledge are true and those Matters Stated be from information from others he believes to be true. July 23rd 1855

Jacob Gale Clerk of the Circuit Court
Peoria Co Ills

[12512-4]

Upon the presentation & Consideration of the foregoing bill of Complaint to the Undersigned it is ordered that an injunction be & the same is hereby granted as prayed for in said Bill & the Clerk of the Circuit Court of Peoria County Will issue the proper Writ of injunction upon the Complainant entering into bond to the defts in the penal Sum of two hundred Dollars with Security or Sureties to be approved by the Clerk & conditioned to pay all damages & Costs for the Wrongful ~~Seizing~~ Suing out of said injunction

Peoria July 25/55 Onslow Peters
Judge 16th Judicial Cir

And afterwards to wit on the twenty fifth day of July A D. 1855 the Clerk of said Court issued a summons in said cause which is in the words and figures following to wit:

Summons

The People of the State of Illinois To the Sheriff of Peoria County Greeting. We Command you to Summon Henry Grove, James Daugherty and John Comstock if they may be found in your County, to appear before our Circuit Court on the first Day of the Next term thereof, to be held at Peoria, Within and for the Said County of Peoria on the third Monday of November Next, then and there in our Said Court to answer the Matters and things Contained in a certain Bill of Complaint Exhibited against them in our Said Court on the Chancery Side thereof by Thompson Carlisle for Conveyance of land &c and make return of this Writ. With an endorsement

of the time and manner of serving the same on or before the first Day of the term of the said Court to be held as aforesaid

Witness, Jacob Gale, Clerk of our said Court, and the Seal thereof, at Peoria this 25th Day of July in the year of our Lord one thousand eight Hundred and fifty five

Jacob Gale Clerk.

Upon which summons the Sheriff of said County made his return in words & figures following to wit

return Served on Henry Grove, James Daugherty, and John Comstock, by reading to them this Writ, also delivering to each of them true Copys of the same. August 3rd 1855

D. D. Irons, Sheriff
By A. R. Kidwell, Deputy

And afterwards to wit on the 25th day of July A D. 1855 there was filed by the plaintiff in the office of the Clerk of the said Circuit Court an injunction bond, which is in the words & figures following to wit;

Bond Know all men by these presents, that We Thompson Carlisle as principal & Hugh W. McGinnity as Surety are held and firmly Bound unto Henry Grove in the penal Sum of Two hundred Dollars for the payment of which Well and truly to be made We bind ourselves and our heirs jointly & severally firmly by these presents. The condition of the above obligation is such as Whereas the said Thompson Carlisle has this day filed his Bill in the Peoria Circuit

[12512-8]

Court on the Chancery Side thereof against the Said Henry Grove, James Daugherty & John Comstock and has therein prayed for an Injunction against the Said Henry Grove, Commanding him not to Sell or Convey Lot No Eleven in Range Two in Mills addition to Peoria & to desist from prosecuting any & all Suits against the Said Carlisle or any of his tenants for the recovery of the Rent or possession of Said premises. Now if Said Injunction shall be granted, and the Said Thompson Carlisle Shall prosecute his Said Bill with effect & reimburse to the Said Henry Grove Such damage and Costs as he Shall Wrongfully Sustain by occasion of Said Wit. then this Bond Shall be Void, otherwise of full force & Effect

Witness our Hands & Seals this 25th Day of July AD. 1855.

Thomson Carlisle Seal
H. W. McGinnity Seal

Surety approved by me
Jacob Gale Clerk

Upon which the Clerk of Said Court issued a writ of injunction under the Seal of Said Court on the twenty fifth day of July A D 1855, which is in the words and figures following to wit:

writ of injunction

State of Illinois } ss. 13
Peoria County }

The People of the State of Illinois
To Henry Grove greeting

Whereas Thompson Carlisle has lately Exhibited his Bill of Complaint in the Circuit Court in and for said County in Chancery against you the said Henry Grove and James Daugherty and John Comstock defendents Wherein among other things it is alleged that the said James Daugherty and John Comstock have Wrongfully Conveyed all that certain tract or parcel of land known and described as follows to Wit Lot number Eleven (11) in Range No two (2) in the Town of Peoria as laid off by Benjamin Mills in the City of Peoria in the County of Peoria and State of Illinois together with all and singular the preditaments and appurtinances thereto belonging to you the said Henry Grove in trust for Ann Carlisle the Wife of the said Thompson Carlisle With power to sell the same at the request of the said Ann Carlisle and that you the said Henry Grove thereto to commence an action of Ejectment against the said Thompson Carlisle to recover possession of said premises and to recover rent of the tenant of said Carlisle While the equitable title to said premises of right belongs to said Thompson Carlisle We therefor in Consideration of the premises do Strictly enjoin and Commaud you the said Henry Grove that you do absolutely and entirely desist from Selling or Conveying said premises and that you desist from prosecuting any and all Suits against the said Thompson Carlisle or his tenants for the recovery of the rent or the possession of said premises until our said Court shall have made

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other order to the contrary thereof fail not under penalty of what the law directs

(L.S.) Witness Jacob Gale Clerk of our said Court and the Seal thereof at Peoria this 25th Day of July AD, 1855

Jacob Gale Clerk

To the Sheriff of Peoria County to Execute

Endorsed

Which was afterwards returned by the Sheriff of said Peoria County endorsed as follows to wit:

Served on Henry Grove by reading to him this writ July 25th 1855

D. D. Irons Sheriff

By A. R. Kidwell Deputy

And afterwards to wit on the 15th day of September A.D. 1855 the defendant Henry Grove filed his answer to the said bill of complaint in the Clerks office of the said Circuit Court of Peoria County which is in the words and figures following to wit:

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State of Illinois } In the Circuit Court of
Peoria County ss } Peoria County

Thompson Carlile

vs

Henry Grove
John Comstock &
James Dougherty } In Chancery

The Separate answer of Henry Grove to the Bill filed against him and others by the said Thompson Carlile

Henry Grove for answer to said bill says that of his own knowledge he does not know that in 1852. While Complainant was absent that his Wife Ann Carlile purchased & contracted with George C. Bester for said Lot Number Eleven in Range Number two in Mills addition to Peoria for the Sum of two hundred and fifty Dollars in payments as charged in said bill Neither does he know that said Ann paid said Bester said Sum of fifty Dollars but from information derived from others (& which respondent believes to be true) respondent for answer to that part of said bill says said Complainant some three years prior to 1852. left the City & County of Peoria & State of Illinois and emigrated to California leaving his Wife the said Ann in destitute Circumstances and Wholly unprovided for

$12512-10

That after said Complainant had been absent some three years without writing to his Wife and Wholly Neglecting refusing and failing to provide for her Support — said Ann ~~Carlile~~ did Contract with said Bester for said Lot and paid thereon to said Bester said Sum of fifty dollars the Sole proceeds of her own Earning and Savings he further States that said Bester was induced to Sell said Lot to said ~~Bester~~ Ann at less than ~~&~~ to real Value in Consequence of Sympathy for her and on of a desire to help provide her with a home as She was poor and unprotected in the Wide Wide World He further State that he has no personal Knowledge of the fact but that he is informed and believes that said Complainant returned to Peoria some time after said Ann Contracted for said Lot and applied to said Bester to Have said Notes stating that he wanted to Secure said Lot for his Wife and wanted the Deed made to her and for her Sole use benefit and advantage and said Bester to Carry out and further his benevolent purpose and desires aid discount said Notes and received from said Carlisle Some one hundred & Eighty Dollars and ~~did~~ did Execute said Deed to said Ann Carlile Supposing at the time the title was Vested in her and said Complainant fully assented and agreed to have said Conveyance So made and defendents having Never Seen said Deed believe it to be ~~Correctly~~ correctly Copied in said bill of Complaint

For further answer respondent does not know whether said Complainant built a Dwelling house and fences or other improvements on said premises or not but he denies that such improvements to the value of 1500 $ were made there by him and calls for proof but respondent is informed and believes that said Complainant did erect a Kitchen & may have patched the fences & house but the Whole amount did not amount to half of the Sum in said bill mentioned and respondent is informed and believes that said Ann by her own labor and proceeds thereof paid for part of the improvements made on said Lot. and respondent insists that if Complainant did make any such improvements that he done so With full Knowledge that it was his Wifes property and that he done it With the intention and Expectation that it would ensure to her sole benefit and advantage. And for further answer defendent insists that Complainants has allready received in the Shape of Rent and profits thereof a Sum sufficient to Cover a large proportion of said payments & improvements. Respondent does not know the value of said Lot and improvements and Cannot State the value thereof but he does not believe the value thereof amounts to near the Sum mentioned in said bill of Complainant. Respondent further States that he believes it to be true that Complainant has rented said premises to said Wilson as respondent was present at said house at about the time said Deed was executed to him by said Comstock and

Dougherty When respondent Seen Said Complainant Rudely ~~Rudely~~ ~~Seize~~ Seize and push his Wife the Said Ann out of Said building and forced and Kept her away from her home and home and in Consequence thereof Said Ann is now a Wanderer Without means and Without a place to lay her head Known to Respondent + ~~Respondent~~ respondent believes Said Wilson then occupying a part of Said house Respondent ~~account~~ admits that Said Bester Supposed he had a legal title to Said premises at the time of Said Conveyance so made by him to Said Ann and he believes that Said Bester Was Mistaken + he further believes that at that at that time the legal title to Said Lot Was in James Dougherty and John Comstock and that Said Bester purchased the Same from Said Dougherty and Comstock + paid for the Same Some two hundred Dollars but not for the purpose as Stated in Said Bill. Respondent Say it is not true and he therefore denies that the first Deed Was made to him at his urgent Solicitation he has no recollection of ever having Spoken to Said Daugherty + Comstock about the matter prior to the Execution of the Deed he further States that he Supposes that Daugherty + Comstock did make Said Conveyance to respondent at the request of Said Ann Carlisle and respondent did not then Know Whether Complainant Consented to the Execution of Said Deeds or not nor has respondent any belief about it respondent admits that Said ~~Deed~~ Deed Was Executed to him by Said Dougherty and Comstock + their Wifes and that the Same is Substantially Set out in Said Bill

But-Respondent-is informed and believes and so States that-said Bestor paid Said Dougherty & Comstock for Said lot out of Sympathy and regard for Said Ann Carlile because he regarded her as a poor unfortunate Woman abandoned by her husband & both Said Comstock & Said Dougherty were induced to and did convey to respondent-Said lot at a price greatly below its real value out of Sympathy to Said Ann Carlile and out of a desire to ~~benefit~~ befriend and aid a poor unprotected female and respondent-is informed and believes that-Said Complainant ~~applied~~ lied to Said Dougherty & Said Comstock & requested them to convey Said lot to him but-that-Said Dougherty & Comstock refuses so to do but-did convey the Same to respondent Subject-to the ~~Trust~~ trusts therein mentioned, and if the Complainant Can now interfere and ~~West~~ West- Said Lot-from Said Ann he will ~~Commit~~ perpetrate a Wrong and fraud upon Said Bestor Dougherty Comstock & Said Ann Carlile Respondent Cannot State Whether Said Deed Was made to respondent-against the Will of Said Complainant-or not-but-inasmuch as Said Complainant-Swears he had no Knowledge of the Execution of Said Deed Respondent-believes he has no particular Will upon the Subject- Respondent-denies that-before the Execution of Said Deed that-Said Ann Carlisle deserted her husband but-respondent-States that-on the Same day Said Deed Was Executed to him he went-With Said Ann to the premises in Controversy to Effect-a ~~recollection~~ reconciliation between Said Ann and the Said Complainant and Said Complainant-then and there refuses to allow his

Wife the said Ann to go or enter into said house and then and then in the presence of respondent rudely & violently and forcibly prevented her from entering the same and forced her out of and away from said house and turned her loose upon the World Without means

Respondent further says that he is informed and believes that said Ann a few days or Weeks before the execution of said Deed to respondent did leave the house and home so owned by her but as he is informed that she was forced and driven off by the violent inhuman treatment of her husband because she was Stinted in the food both as to quantity and quality provided for her by her said husband that he is informed & believes. He further States that said Complainant since the Execution of said Deed to respondent has been Guilty of still further grop and violent treatment of said Ann & has Committed an assault & Battery upon her person and was prosecuted convicted & fined for said offence by James M. Cunningham one of the Police Magistrates in the City of Peoria.

Respondent further States that he is informed and believes that said Complainant is possessed of a Considerable amount of personal property & recently prevailed upon the said Ann to Join in a Deed With him relinquishing her dower Estate in Certain real Estate by him Sold and Conveyed (and of Which respondent Cannot now give a more full and definite description) under a promise that he would convey proceeds in an adjoining lot & Which he after said Conveyance

Refused & neglected to do and that the amount of said Sale so made by him of said real Estate amounted to Sixteen hundred Dollars

Respondent further Say that said Ann has no Children issue of her said Marriage with said Complainant as respondent is informed and believes

In further answering respondent admits that he Claims to be the legal owner of said premises subject to the Trusts in said deed mentioned Without the Consent of Complainant as said Complainant has nothing to do With the Execution of said trust Deed and paid Nothing towards or for the Same And respondent Supposed that if Bester Daugherty & Comstock Conveyed to respondent the lot in Controversy out of Sympathy to said Ann and Without any aid or assistance of Complainant that the Consent of Complainant Was of little Consequence Respondent admits that he intends to bring ejectment to recover possession of said premises & probably Would have done so but for the injunction issued in this Cause and he intends to Make said Willson pay Rent to him as the rightful owner of said premises Subject to said trust as in said Deed mentioned. Respondent in further answering Say it is not true and he therefore denies that said Complainant is the true owner of said premises in Equity and he Denies that the legal title ought to be vested in Complainant and Respondent States that he has a just and Equitable Claim to said premises for the trust aforesaid and Respondent denies that said premises belong to said Complainant in fee or in any other manner

Respondent further States that he has only been acquainted with said Ann Carlile Wife of said Complainant for a few Month and so far as he knows or believes said Ann Carlile Possesses no other property Except said Premises and Except her clothing & and Respondent believes that She is entirely destitute of the means to prosecute her defence He further States that he accepted said Trust in good faith bonifide and with the full apsurance and belief that Baxter Doughetty Comstock and Each of them Were induced to make and execute said Trust Deed for the purposes & with the motives herein before Stated & Respondent accepted said Trust and said Deed and Solely and only for the purpose of aiding and befriending a Destitute Woman He further believes that said Ann is a Women of nervous temperment and Weak intellect and requires for her health & Comfort the quiet of a home and that the Rents & proffits of said premises are not more than Sufficient to pay her for her Necepary Wants

He further States that he is informed and believes and so States that said Complainant has now in possession some twenty Seven Hundred Dollars in Cash or its Equivalent and in addition thereto has Claims of Value in California over and above & Seperate & apars from the premises in Controversy and if said Complainant is correct in his Estimate of the Value of the premises in Controversy and if said Complainant Can Succeed in

Obtaining 23 a Decree for the ~~taking~~ Vesting Said premises in Controversy in him he Would be Worth the Sum of from 4500 $ to 6000 $ & Said Ann Moved to pennsylv.

Respondent further States that that all the information he as to Said Ann taking Said goods from the House of Complainants he has from others and principaly from Said Ann & from her Sworn Statement filed herewith he is informed & believes that the Whole Value thereof did not exceed twenty Dollars and that Said Ann Supposed at the time that it was right for her to Secure Something for her Support

Respondent further insists in this his answer that all the interest he has in Said premises arises under the Said Trust Deed and that he holds Said title to premises for Said Ann Carlile & that Said Ann Carlile has a direct ~~interest~~ interests in the Said premises and in the Several Matters in Controversy in this proceeding and respondent insists in this his answer that Said Ann Carlile Should be Made a party to this proceeding for the protection of her ~~Rights~~ interests & Rights in Said premises and Respondent insists upon Said objection as that Said Ann is not Made a party in Complainants bill ~~in this~~ his answer the Same as though he had Specially Demurred to Said bill for that Cause He further States that Said Ann refuses to allow respondent to Convey Said premises to Said Complainants and insists that respondent Shall hold Said premises according to the trust in Said Deed Mentioned

$12512-14

And now having fully answered he pray hence to be dismissed ~~dismissed~~ With his Costs

H. Grove

State of Illinois } ss.
Peoria County } I Henry Grove on my oath say that the Several Matters in the foregoing answer so far as stated to be upon information derived from others I believe to be true & so far as ~~Stated~~ upon my own knowledge are true in substance & in fact

Henry Grove

Sworn to & Subscribed
before me ~~this~~ Aug 30th 1855
James Loy J.P.

And afterwards to wit on the 15th day of September A.D. 1855 there was filed in the office of the Clerk of the Circuit Court of Peoria County the joint answer of John Comstock & James Daugherty to said bill of complaint which is in the words and figures following to wit:

25

State of Illinois }
Peoria County } ss In the Circuit Court of Peoria County

Thompson Carlile
vs.
Henry Grove
John Comstock
James Daugherty

In Chancery
For Injunction &c

The joint answers of John Comstock and James Daugherty to the bill of Complaint filed against them in this Cause by the said Thompson Carlile Complainant.

John Comstock and James Daugherty for answer to said Bill or to so much thereof as they are advised are ~~not~~ material for them to answer say That they have no Knowledge of the Several Matters in said Bill of Complaint set forth except as to that part of the same that relates to the Conveyance of said lot to said Henry Grove and the Circumstances Connected therewith They further State that in the Month of June A.D. 1855 they were the owners of said Lot number Eleven in said Bill Mentioned and that during said Month they Conveyed said Lot to Henry Grove in Trust for said Asa Carlile. They further say that the Complainant applied to them to purchase said Lot and made a more advantageous offer to them than the one accepted by them from said Baxter but they refused to Convey to

[12/5/2015]

Said Complainant- and Suppose they had a Right- to Sell and Convey to Whom they pleased as they title to Said Lot- Was in them

They further State that- the Lot at that time Without- improvements Was Worth five hundred Dollars and they Sold and Conveyed the Same to Said Grove (Subject- to the trusts in Said Conveyance mentioned) for the Nominal Sum of two hundred Dollars paid by Beater out- of Sympathy for Said Ann Carlisle & they believe the Deed Executed by them Was a Correctly Copies in Said Bill

They further Say that- as to all the other Statements in Said Bill Except- as above Set- forth they have no personal Knowledge and they have no belief upon this Subject- Except- as follows

They further State that- Said Deed Was Executed to Said Grove at the request- of Said Ann Carlisle but- not- at the Solecitation of Said Grove as Grove never Spoke to them upon the Subject- until the Conveyance Was drawn up

They further State that- they believe that- Said Grove now holds the fee of Said premises under & Subject- to Said Deed and they intended to vest- in him the fee for and to the Same for the use and benefit- of Said Ann Carlisle They further Say that- they have now no interest- in the premises but- they have an interest- in the Welfare of Said Ann Carlisle So far that- they desire that- She may hold and retain the

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Premises as they intended She Should When they Execute Said Conveyance to Said Grove

They further State that at the time they Executed Said Deed to Said Grove they believed they had a good title both at Law and Equity to Said premises and they believed they had a Right to Convey the Same in manner and form and for the purpose in Said Deed mentioned

They further Say that Some time previous to Said Conveyance Said Carlisle applied to the Defendent Comstock & Wanted to obtain a Conveyance to himself of Said premises and then Said he Wanted to buy the premises himself and Did not Want his Wife to have the Lot but Except as to Said Statement Which Was made Some Several Weeks prior to Said Conveyance Respondent Cannot State Whether Said Complainant Knew of or Consented to Said premises being Conveyed to Said Grove but they believe they had a Right to Convey to Said Grove Whether he Complainant Consented to the Same or not And now have fully answered they pray hence to be dismissed with there Costs

John Comstock
James Daugherty

State of Illinois
Peoria County ss

[57572-16]

John Comstock & James Daugherty on their oaths say that the several matters & things set forth in above & foregoing answers so far as stated from information from others they believe to be true and so far as stated of their own knowledge they are true in substance & ~~in part~~ in fact in fact—

Sworn to & subscribe before me
August 25, 1855

H Grove Notary Public

James Daugherty
John Comstock

And afterwards to wit on the fifteenth day of September in the year 1855 there was filed in the office of the Clerk of the Circuit Court of Peoria County an affidavit of Ann Carlisle and George C. Bestor which is in the words and figures following to wit:

affidavit 29.

Thompson Carlisle
vs.
Henry Grove
John Comstock &
James Daugherty

In the Circuit Court of
Peoria County
In Chancery

Ann Carlisle being first duly Sworn on oath Says that She is the Wife of the above named Thompson Carlisle and has had read to her the bill filed in this Cause

She Says that She was married to Said Thompson Carlisle in the Month of April A.D. 1847 and Continued to reside and Cohabit with him until april A.D. 1849 at Which time Said Complainant left Peoria & went to California Where he remained four years and returned in A.D. 1853 That Said Complainant at the time he left for California left Deponent in the City of Peoria Without means and took With him Six Dollars that deponent had earned Working for Decker making Soap That at the time Said Carlisle left Peoria deponent Was then Enceinte & Within two Weeks of the time of her Confinement that at that time Said Carlisle owned a House and Lot in Peoria Worth about 1000 $ & Which he rented to one Thompson at 6 $ per Month. That during the four years Said Carlisle Was absent he remitted no Money or means and Wrote no letters to deponent and during the Whole of Said Period of four years he Sent no Word to deponent

$2512-17

She further States that after said Carlisle had been absent some three years deponent Contracted With George C. Bester to purchase the Lot mentioned in said Bill of Complaint & That deponent was to pay for said Lot two hundred & fifty Dollars of Which deponent was to pay Fifty Dollars in one year and the ballance in four years That deponent succeeded in purchasing said Lot at a price below its real Value because said Bester Wished to aid deponent in Securing a home.

She further States that at the time She purchased said Lot She promised Bester to build a house on the Same Bester Extended the time of payment in order to give deponent an opportunity to use her means to build a house

That about a year before Said Carlisle returned to Peoria deponent Contracted With John Waugh to build a House on the Same & to find all the materials & Except the plastering. The House was to be one Story High & 28 feet Long by 22 feet Wide & Waugh was to have ($300) three hundred Dollars for building it. Waugh went on and Completed it by the August before Carlile returned & deponent had is all paid for before Carlisle Returned Except about Seventy Dollars & deponent rented the building at Eight Dollars per Month and Mr Waugh was to take the ballance due to him as the Rent ~~accrued~~ accrued. Deponent also Contracted With James Murder to plaster said building at the Sum of fifty Dollars Which last Mentioned Sum deponent paid out of her own Earnings

31 Deponent also paid Eighteen Dollars to pay for Cisterns out of her own Earnings. Deponent also paid With her own Earnings for all the fences on said Lot and Which Cost about Fifteen Dollars. & Deponent also paid for the trees on said Lot

And Deponent States that during said four years that said Carlisle Was absent She Labored incessantly at Weaving Sewing and Doing house Work for families by Which means She Earned the Sums to pay most of the above items. And after said Carlisle returned to Reno he remained about Nine Months and then again visited California Where he remained Some Nine Months and While said Carlisle Was absent on said last trip to California deponent With the proceeds of her Earnings teaching School & the Rent of said building paid fifty Dollars for the Carpenters & Joiner Work of one of the Kitchens & Carlisle on his return from said Second trip paid about 50$ for Lumber for the Same and said Carlisle Since his last return and for the last Eleven Months. Said Carlisle has received the Rents of said premises amounting to Some one Hundred & Twelve Dollars and said Carlisle paid about one Hundred Dollars for an additioned Kitchen on said Lot

Deponent further States that Said Beston Conveyed said Lot to her With the full Knowledge and Consent of said Thompson Carlisle. at the time said Beston Made said Conveyance Said Beston assured Deponent that he Would Stand

22512-1907

Between her and all claims against said Lot-

Deponent further states that- When she learned that- Comstock & Daugherty held the title to said Lot- She went to Mr Daugherty and told Daugherty he had better prosecute his claim & have it- settled as Beston would stand between deponent- and all harm. Daugherty replied he did not- like to prosecute a Woman but- if it- was Carlisle he would bring Suit- at once but- said Dougherty then told deponent- that- he would settle the matter reasonable With deponent- and would take one Hundred Dollars from her for his share ~~chance~~ but- that- he would not- take that- amount- from any Man

Deponent- then went- to said Carlisle and told him What said Daugherty would take for his interest- in the Lot- & said Carlisle then said he would not- give two hundred cents for the claim of said Comstock & Daugherty

Deponent- then went- to Beston and prevailed on him to satisfy said Daugherty & Comstock for the Lot- & said Beston done so & at- Deponents solicitation the Conveyance was made to Henry Grove in trust- for deponent

Deponent- further states that- that- said Conveyance was made to said Grove Wholly at the Solicitation of deponent- & Without- the Solicitation or Request- of said Grove & Respondent- insists upon said

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3d

Grove holding said premise for deponent

Deponent further States that for the two month prior to seperating from said Carlisle She was greatly stinted in the quality of food provided for deponent - on or about the 26 Day of June deponent left said Carlisle because She could not live safely and peaceably With him. That on the Friday before deponent left said Carlisle Drove & Kept Deponent out of the House and on Sunday he repeated the same act - and on Monday the same each time using force and violence and deponent could not longer safely peacibly live With him. That some Weeks after said Carlisle committed an assault and Battery upon the person of deponent for Which he was fined by J. M. Cunningham Police Magistrate Deponent States that She did take from her house her personal Clothing a piece of Carpet and a pair of Curtains and a pair of Rocking Chairs a looking Glass and three Sheets some 6 pair of Pillow Cases two table cloths some 6 Towels and some Soap a Butter pail and Mayb some other Small articles and deponent States that the Whole Value of the articles taken by her did not exceed twenty dollars. She further States that said Carlisle is Worth a Considerable amount of Money over and above the premises in Controversy & that he has recently received Eighteen Hundred Dollars in Money for property Sold & Money loaned She Knows of no debts owed by him & that he has also recently received (1000$) One hundred from California

* She further States that the Most of the articles taken by her Were given to her by Mrs Carlisle with Money Earned by herself

[illegible]

She further says that - said Carlile claims to have Considerable property in California but - the Nature description or value of said property deponent can not give
She further states that - She has no other means of support than the Lot Conveyed to said Grove, that - She is in poor health has no relations in this ~~State~~ Vicinity and said Carlisle refuses and Neglects to provide for her Necepary Wants

She further states that - if said premises are taken from her She will be left - Wholly destitute and unprovided for & therefore insists that before said property is taken from her trustee Some provisions Should be made for Maintainance and Support
She further says that - all though She has been incente twice Sence her Marriage With said Carlisle & by him yet - She has had no Child Born alive

Subscribed Sworn to before me at Peoria this 30 Day Augus - 1855

Ann Carlisle

D. Blakeley Ed J.P.

George C. Bestor being duly Sworn on oath Says that Some time in 1852 He Sold to Ann Carlisle Lot Eleven in Range two (2) in Mills addition to the City of Peoria that he Was induced to Sell Said Lot - to Said ann for a price below its Real Value & upon defered payments With the View of aiding her in procureing and Securing a home as She Was then destitute of

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one and her husband as deponent was informed & believed & does still believes was then and had been absent in California for the Space of three years Without even Writing to said Ann or Without sending any means to her aid Whatever

He further States that on the Return of said Carlisle or Soon after said Carlile applied to him to Shave the outstanding Note & then declared that he Wished to Secure said Lot to said Ann Carlisle Deponent Supposing he was aiding and assisting said Ann did discount or Submit to a Shave on said Notes and Was paid Some 180 $ by said Carlisle said Ann having before the return of said Carlisle paid to Deponent the Sum of $ of her own Earnings and Savings

He further States that Some time Seice he learned that James Daugherty and John Comstock held the title to said Lot and at the request of said Ann & Solely to aid her Deponent ~~Sold~~ Made a trade With said Daugherty & said Comstock & procured a Deed to be Made from them to H. Grove in trust for said Ann That deponent Would not have Sold said Lot nor procured said Conveyance if he had Supposed that said Thompson Carlisle Could by any means take the Same from said Ann or appropiate the Same to himself & he States now that if said Thompson Carlisle Can now Succeed in Wresting said property from said Ann he Will perpetrate a Wrong & fraud upon deponent and also upon said Ann

Geo C. Bester

Sworn to & Subscribed before me Sept 15th 1855

H. Grove
Notary Public

21512-20

Proceedings in Chancery in the Circuit Court at a term thereof begun and held at the Court house in the City of Peoria in and for the County of Peoria in the State of Illinois on the third Monday in the month of November in the year of our Lord one thousand eight hundred and fifty five, it being the nineteenth day of said month. The Honorable Chuslow Peters Judge of the sixteenth Judicial Circuit in the State of Illinois presiding to wit;

Tuesday November 20th A.D. 1855

Thompson Carlisle
vs
Henry Groove & others } for conveyance of land

The Complainant by H. M. Mead his solicitor entered a motion for a rule on the defendants to answer by Saturday morning next.

And afterwards to wit on the twenty second day of November the complainant by H. M. Mead his solicitor filed in the office of the Clerk of the Circuit Court of of Peoria County a replication to the answers of said defendants, which is in the words and figures following to wit;

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Thompson. Carlisle
vs.
Henry Grove et al

In the Peoria CC. Nov T.
1855

In Chancery

Replication to Defts answers

And now Comes the said Complainant by Mead his Solicitor & for Replication to Such & all of the answers filed by the defendents in this Cause says the Same are not true & he Contests the Same and he avers & maintains that all and Singular the matters & things alledged his said Bill of Complainant are true all Which he is ready to prove & maintain as this Court shall direct. Wherefore he prays as in by his said Bill he hath already prayed

By Mead his Solicitor

Proceedings in Chancery in the Circuit Court at a term thereof begun and held at the Court house in the City of Peoria in and for the County of Peoria in the State of Illinois on the second Monday in the month of May in the year of our Lord one thousand eight hundred and fifty six it being the twelfth day of said month. The Honorable Jacob Gale Judge of the sixteenth Judicial Circuit in the State of Illinois presiding to wit:

[12512-21]

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Saturday May 17th A D 1856

Thompson Catlett

vs

Henry Grove
James Daugherty
John Comstock

for conveyance of land

This day came the defendants by Henry Grove their solicitor and enter a motion to dissolve the injunction herein.

And afterwards to wit on the twelfth day of August in the year of our Lord one thousand eight hundred and fifty six the were filed in the office of the Clerk of the Circuit Court of said Peoria County the following depositions & exhibits in the words & figures following to wit:

Depositions of David Keiyan. Sarah Swoon. James F. Murden. Richard Wyatt. Nancy A. Albert. Thomas Daugherty. Sarah Mellinger. Sanford Swoon. William L. Loomis Henry Mansfield Ann Conklin Katharine Albert. Marcellus Clinton. Levi Willson and Alexander Brebner. of Peoria County in the State of Illinois Witnesses aged — produced Sworn and Examined before M. R. Owen Esquire a Justice of the Peace in and for the County of Peoria and State aforesaid Commencing on the 25th day of July A.D. 1856 and Continuing from day to day, until the 31st day of July A.D. 1856 at the office of M. R. Owen in the City of Peoria in said County and State by Virtue of a Notice given by Defendents to Plaintiff dated the July the 12th A.D. 1856 and here to attached marked (A) for the Examination of the said Witnesses and others in a Suit Depending in the Circuit Court of Peoria County Illinois Between Thompson Conklin Plaintiff and Henry Grove and others Defendents on the part of the said Defendents

I M. R. Owen a Justice of the peace
State of Illinois } of said County do Certify that the
Peoria County } aforegoing Depositions was taken by me at the times and place mentioned in the Caption thereof that the said Witnesses was first duly Sworn by me and that the same was carefully read to said Witnesses and Signed by them. Dated this 31st day of July A.D. 1856

M. R. Owen Esq
Justice of the Peace

S12512-22

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July the 25th A.D. 1856

David Keighin being first duly Sworn Says I am aquainted with Carlile Plaintiff in the Suit and with Mrs Carlile and with the premises in Controversy While Carlile was gone to California the last time Mrs Carlile employed me to lath and plaster a Kitchen on the premises in Controversy Mrs Carlile furnished the lath and I found the other materials and done the plastering my Work was Worth Ten Dollars and Mrs Carlile paid me. the lath were Worth from two to five Dollars

Cross Exd- The Work before alluded to was done about the 27th of June A.D. 1854 Carlile was absent at the time. and there was no Contract made With Carlile and no demand for pay- Mrs Carlile paid me in Money and I dont Know how she got it.

David Keighin

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Mrs Sarah Mown being duly Sworn Says

Int 1 What is your Name age and Where do you reside,

ans my Name is Sarah Mown my age about forty two Years I reside in the City of Peoria

Int 2 Are you aquainted with Thompson Carlile and With Ann Carlile his Wife if so State how long you have been aquainted With them and Each of them and Where have they resided Since your aquaintance With them.

Ans 41 I am aquainted With Thompson Carlile and Ann Carlile his Wife I have ben aquainted With them Nine Years I have ben aquainted With both of them about the same length of time. Mrs Carlile has resided in Peoria and Mr Carlile has resided here Excepting When he Was absent in California

Int 5 at What time did Carlile first leave Peoria for California When did he return at. What time did he leave Peoria for California the Second time When he left the first time What Provision did he make for Mrs Carlile during his absence the first time, What was her Condition as to health Clothing What Money or Means did he leave With her for her Support during his absence how long Was he absent the first time, What Property did he own or Controll at the time he left, What Money did he take With him and from Whom did he get it and how Who occupied his House during his absence, how frequently did you See Mrs Carlile during his absence the first time Where did She reside or Month during his absence did She receive any letter information or Word from Carlile during his absence the first time if She had received Such letter information or Word from him during the time would you not have known it How did he treat her before he left, how did She Deport herself towards him

Z(2512-23)

Ans

Carlile left Peoria for California about Seven Years ago in April or May he was absent about four Years he returned in may three Years ago he left Peoria for California the Second time about two Years ago last Winter he was absent about Ten Months I do not Know that he made any She Seemed to be destitute of Every thing She had no home or Clothing that was decent for a Woman to Wear She was within about two Weeks of being Confined When he left he left no Money or Means With her for her Suppot during his absana She had no Money that I Know of. Carlile left a House When he went away that he rented for Six Dollars per Month and he afterwards Sold the House as I understood for Sixteen Hundred Dollars the Rent of Said House was to be paid to Dennis Blakely I dont Know how much Money he took With him nor Who he got it from. I Seen Mrs Carlile Sometimes two or three times a day and Sometimes two or three times a Month She lived and Worked about Nine Months at Mr Mansfields She was about Six Weeks at Mrs Grays When She was Confined and She Worked at Mrs Grays to pay for her Care during her Confinement She Worked at other places and was always at Work She Received no letter information or Word from Carlile during his absana to California the first time that I Know of I dont think She did I think I Should have Known it if She had

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I Cannot tell how he treated her before he left I dont think he treated her as pleasantly as a man ought to treat a Woman I never heard him speak pleasantly to his Wife but twice

Int— Have you any further answers to make to the last Interrogatory in refference to the means and way that Carlile Went to California With What property did he Sell before he left and did he leave his Wife any household or Kitchen furniture

Ans He Sold his Cow and Chairs and Bedsteads he left her Nothing that I Know of Excepting a bed but no Bed Stead

Int— Do you Know of Mrs Carliles purchasing a lot during Carliles absence the first time

Ans I So understood it but have no personal Knowledge of it

Int— State if Mrs Carlile Was Confined previously to his going to California if So State When and Where and did you Visit her during her illness State What Condition you found her in What provision Carlile made for her Support or Comfort during her Illness.

Ans Mrs Carlile Was Confined previously to his going to California it Was about a Year before he Went off the first time it Was here in Peoria I Visited her during her Illness I Was in Every day the first time I found her laying in a bed of Straw it Was Very Cold Mrs Card Brought her a bed

She Was not Verry Comfortable but I dont Know What provissions he made for her Support or Comfort I Know that Carlile brought hands to his house to Work before She Was able to Set up

Cross Ins Did not you obtain the information that She had received no letters from Carlile, from Mrs Carlile herself and did you Know it of your own Knowledge

Ans I did obtain the information from Mrs Carlile I Know nothing about it myself

Ins Did not Mrs Carlile make a great many Complaints against her husband and Without Cause that you Know of

Ans All the Complaints that She made Was for his not Writing to her

Ins Did you ever Know Carlile to Strike or abuse his Wife

Ans I never knew Carlile to Strike his Wife

Ins Before and after Carlile Went away Was not Was Carlile in the habit of running about from place to place and seldom at home Excepting When Confined by Sickness and Was She a good house Keeper and did She Keep her House in good order

Ans I never knew of her going about only to her Neighbours She Was generaly at home at meal time She had nothing to Keep her at home her husband never Spoke pleasantly to her and She Was generaly there When there Was any thing to do She is not as good a House Keeper as some but She is not dirty She lived at Several places While Carlile Was absent

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Ques Did the Children live

Ans I Understand the Children were both Still Born

Ques by Plff Did you have any Conversation with Carlile When he returned from California the first time and before he had Seen his Wife if So relate the Conversation

Ans I did have a Conversation With Carlile after he returned from California the first time before he had Seen his Wife he Said he had not heard from his Wife While he Was absent he Said he had Written to her he Said She neednot Work So hard any More that he had means Enough for them both I told him that She had Worked hards and Saved her money to Secure her a home I told him that She thought he Was Dead in the Conversation alluded to in the answers to the last Interrogatory When Carlile Stated that he had Written to his Wife did he not Say that his Wife had not Written to him that he had not heard from her and did he not Come to you to Enquire about his Wife and did he not Show a great deal of anxiety about his Wife

Ans He Said he had not heard from her he Came to me to Enquire Where his Wife lived and he Seemed to feel Verry bad that he had never heard from her

Sarah A. Brown

James Murden being duly Sworn Says I am aquainted With Thompson Carlile and Mrs Carlile his Wife and With the premises in Controversy While he Was gone to California Mrs Carlile Employed me to do the plastering in her house I done the plastering for her and found the

[12512-25]

Materials I done it for her ~~at~~ a reduced price to assist her She paid me fifty or fifty one Dollars for the materials and plastering She paid me according to agreement a good carpet. home made at one Dollar per Yard there Were somewhere between twenty four and twenty Six Yards the ballance She said She Would get of Mr Mansfield and I got my pay Either from her or from Mansfield

Jas H. Murden

Richard Wyatt being duly Sworn Says he built the fence around the premises in Controversy and Mrs Carlile paid me for it While Carlile Was in California Mrs Carlile furnished the Materials I also planted one twelve trees for Which Mrs Carlile paid me two Dollars ~~for~~ She paid me about twelve or thirteen Dollars for building the fence

Richard Wyatt

The Evidence of Nancy Albert

Quest What is your age and place of residence how long have you resided in Peoria are you aquainted with Thompson Carlile and Ann Carlile his Wife are you aquainted with Lot Eleven (11) in Mills addition to Peoria the premises in Controversy

Ans I am forty five Years of age I reside in Peoria I am aquainted with Thompson Carlile and Ann Carlile his Wife I have ben aquainted with them Eight or Nine Years I have resided in Peoria twenty Years I am —

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aquainted with Lot Eleven (11) in Mills addition
to Peoria it is adjoining to the Lot on which I live
State how near you have resided to Mrs Carlile since
your aquaintance with her State where Carlile and his
Wife lived from the time you first became aquainted
with them up to the time he first left for California
State how he treated her during said time What was
his conduct towards her his manners his language his depa-
rtment towards her State What provision he made
for her during his absence how long was he gone the first
time What was her Conditions as to health at the time
Carlile left What means did he leave her at that
time State also What you know of her working for
others While he was absent What did She do With her
Earnings at What time did She Commence building
the House on Lot Eleven Where did you then reside
What progress had she made towards the Erection and
Completion of her House at the time of his return how
long did he stay When he came back the first time how
did he treat her during that time State What you
heard him say to her about going off or leaving the
house did he use violence in getting her out of the House
She lived in part of our house When they were first
married from May till fall they then moved to
the other End of town into their own house about one
mile from me they lived there untill he went to
California She has been living in Peoria the most
of the time since during the time they lived at our

House he did not Scold or abuse her much but was sometimes cross I dont Know what provisions he made for her during his absence I was there only once She expected to be Confined in one or two Weeks after he left for California the first time he left her no means that I know of She Worked all the time during his absence to California When She was able to Work for other persons. I do not know What She did with her Earnings Except it was used to pay for the lot She Commenced building the House on Lot Eleven four or five Years ago this Summer I then resided there on the adjoining lot the front part of the House was finished and people living in it When he came back the first time from California I think he came home the last of April and went away the last of the following Febuary or first of March I Cannot tell much about how he treated her While here the first time I was not much about their House I heard her Scream once but did not Know what it was about Mrs Carlile was out of Doors and Carlile Came out with a Broom Stick or Hamer Handle

Dun. Was Mrs Carlile Sick any part of the time they lived in your house before he left for California if so State how long She was ill. What was her condition as to her health. Was She feeble or otherwise now State what Care he took of her during her illness did he provide her With a nurse Who did take Care of her and at Whose Request-

Ans 49 She was unwell all Summer She had her health about five weeks While She lived With me She had the Chills and fever part of the Summer She Was quite feeble part of the time Carlile Was always at home at Night and took Care of her She was alone during the day and no one took Care of her only When I went in to give her Water She at times needed some persons to take Care of her When She had the Chills and fever but Carlile had no person to take Care of her during the day I never Knew of Carlile getting her any Clothing for her during the time they lived With me

Inst What Were the habbits of Mrs Carlile as to Industry Where did She get the Carpet that She Sold to Murden for plastering

Ans She Was always Willing to Work While She lived With me and always afterwards When She Was Well She would Spin until She would fall down With exhaustion She made the Carpet that Murden got While Carlile Was gone to California

Inst State What time Carlile returned from California the Second time and how he treated her after his return from California the Second time State the Reason Why they Seperated if you Know

Ans He returned from California the last time two Years ago next fall he treated her pretty Well for three or four Weeks I heard I never Saw him Strike her but I heard the Stroke and I heard her Screaming and I heard them Scolding Each other at that time at another time I Was at their

[12512-27]

House When She Was Very Sick and Carlile Was pounding
on the Roof and Mrs Carlile beged of him to Quit
and he damned her and told her to go to her Neighbours
and She Went home With me untill She got better I
Cannot tell the reason they Seperated I heard Carlile tell
her that to not Come in the House that Night Mrs Carlile
Staid at Mrs Hecklers that Night

Jews Was you there at the time Mrs Carlile left if So State
What furniture She took With her and Where Was it
When did She leave

Ans I Was in my own House When She left I think it Was in
June (1853) I did not See her take any furniture With
her

Int If She had taken any quanity of furniture Would you
not have known it and Who did take the furniture a
way from the House that Mrs Carlile built ——

Ans She took no furniture away that I Know of Carlile
took away part of the furniture himself and I Seen
him take off the Clothespress and Bed Stead and at
another time he took away Some of the Bed Clothes
and Sold me the Kitchen table Carlile offered to
Sell me Some of the Bed Quilts

Crop & Int Did you Know Mrs Carlile before She Was Married
When Was the first time you ever Seen her

Ans I never Knew her before She Was Married the first
time I Seen her Was the day She Was Married

Int Did not Mrs Carlile Sometimes Scold Carlile Was She
peevish and fretful at times

2 wit

Ans If She ever Scolded Carlile I dont recollect it
Carlile did not Scold her at that time

Int Did Carlile pay their way While they lived in part
of your House and furnish their house with What
furniture and things they had

Ans Carlile paid What he owed me he provided food
enough enough for her She did not need much
they Came to my House to geather and the things
were Brought on a Dray at the Same time

Int Did Mrs Carlile Work much While She was at your
House and did She Work enough to pay her own Way
Was Carliles occupation and Circumstances Such as to
enable him to keep a Servant for his Wife during
the time they lived with You

Ans She done the Spinning but was not down part of the
time She was in bed and part of the time She was unable
to get her self a glass of Watter or a cup of Tea untill I got
it for her I think She Worked enough to pay her Way She
Worked as long as She was able to Hold up her head I
do not know Whether Carlile was able to keep a
Servant for his Wife or not he Worked in a Brick Yard
he was away every day and came home every Night
dirty as though he had been at Work I never seen
him Work a day in my life I never went to the Brick
Yard to See

Int Did Mrs Carlile buy herself Clothes with the money
She Earned While Carlile was absent in California the
Second time and did Carlile not furnish the House

[1253-28]

52 (15)

pretty Well the first- time he Came back from California and Was Carlile's House rented during the time he Was absent- and did Mrs Carlile not- draw the Rent-

Ans I Know of her buying but- one Dress he furnished one or two Rooms pretty Well When he Came back from California the first- time I dont- Know Whether Carlile rented his House or not When he went to California the first- time nor do I Know Who got- the Rent

Int- Did not- Carlile When he Came back from California the Second time bring Mrs Carlile Clothing With him and give it- to her

Ans. He brought- her two Dresses one Shawl one Silk Apron two or three pairs of Shoes it- Was in the fall When he returned

Int Did you hear Mrs Carlile Say any thing about- getting a bill of Goods of Pratt

Ans Mrs Carlile Said She got- Some goods of Pratt but- how much I dont- Know She got- Several Dresses I heard her Say She got- one Dress that- Cost- twenty one Dollars

Int- How much furniture did Mrs. Carlile Sell the last- time Carlile Was in California

Ans I dont- Know Mrs Carlile told me She Sold one Set of Chairs She Said She Was teaching School in the House and had no Room for them When Carlile Was gone to California the first- time I Bought- Some Dishes from Mrs Carlile

Int- Did Carlile the first- time he Came home from California buy a Carpet- for the new House (Ans) he Bought- Carpet- but- it- did not cover the front- room there Was ten or fifteen Yards at one Dollar per Yard

her
Nancy X Albert
mark

53

Thomas Daugherty being duly Sworn Says as follows

Int- State Whether you as a Justice of the Peace took the acknowledgement of a Deed from Carlile and Wife to Wilcox for a house and lot- if so State When and State What Carlile Said and done to get his Wife to Execute Said Deed

Ans I took the acknowledgment of a Deed from Carlile and Wife to Wilcox for a House and lot I cannot tell the time but I thought they were living together at the time he told me that the object in Selling was to buy a Lot adjoining the one he lived on and Carlile promised Mrs Carlile at the time She Signed the Deed that he would buy the adjoining lot to Lot Eleven with the proceeds of Said Sale She refused to Signed the Deed untill Carlile made Said promise I do not Know Whether Carlile bought Said Lot or not-

Thos. Daugherty

Continued until the 28th July inst- at 9 O'Clock A.M. by agreement

July the 28th Deposition Continued

Sarah Fillinger being Duly Sworn Say her name is Sarah Fillinger her age is forty Years and resides in Peoria Illinois my Husband Jacob Fillinger was a Carpenter and Joiner three years ago last Spring he made a Contract With Thompson Carlile to do Some Carpenter and Joiners Work on the House in Controversy my husband left Peoria two years ago last October

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at- Which time Carlile owed him about thirty Dollars for Work done on Said House Which Carlile Was to pay me Which never has been done When Carlile Came home from California the first time Mrs Carlile had the House built- Since that time two Small Kitchen have been added to Said House I lived during the time on the Same Strat but I dont Know Exactly the distance but both the house I lived in and the house in Controversy are between Adams Street and the River

Crop Int by Compt

Do you Know any thing about this Thirty Dollar dept Except What your husband told you and did you ever hear Carlile acknowledge that he owed your husband thirty Dollars and if there was not a Suit Commenced by your husband before he left for Said thirty Dollars and on the trial of Said Cause did not a Witness Swear that it had been paid and the Suit dismissed by the plaintiff and was not all your information about Said house and Work Done on the Same derived from your husband

Ans

I did not hear any bargains Except What my husband Said I never heard Carlile acknowledge that he owed my husband thirty Dollars my husband Commenced a Suit for the thirty Dollars I never knew of a Witness Swearing that Said thirty Dollars had been paid I heard in the Court Room that the Suit was dismissed all my information about the House and Work Was I heard Carlile and my husband talking about it in my —

presence. and all that I Know about the Contract was derived from my husband. I Never Seen my husband get any money from Carlile

Direct Examination

I Seen my Husband Working at the House but I Cannot Say any Specified time I Know of my own Knowledge that my husband put the Cornice on the main building and put up the two Kitchens this Deposition Excepted to by Complainant

Sarah Millinger

Sanford Moon being duly Sworn Says I am forty Years old and have lived in Peoria fifteen Years I have Known Thompson Carlile and Ann Carlile his Wife Eight Years at the time Carlile left for California he owned a house and lot in Peoria. he rented the Same to Andrew Thompson before he went away he left the agency of the House to Dennis Blakely. Carlile was gone to California the first time about four Years I Cannot Say that he left any provission for his Wife during his absence none that I am aware of She expected to Soon after he left I dont Know Whether he made any provisions for her or not I Seen Mrs Carlile While Carlile was gone frequently Sometimes once or twice a Week and Sometimes once or twice a Month or three months She appeared to be industrious She Worked hard I Know ~~She~~ that She had the house in Controversy put up I understood from Carlile and Marten both that he traded a farm in Knox County for the Brick House

Z12510-20

and Lot in Timmons and Sanfords addition to Peoria
that he rented to Thompson I Knew from Carlile that
he owned the farm Some Eight or nine years ago

Crop Int What Was the Value of the House and lot at that
time he got for the farm

Ans It Was Worth from Six to Eight hundred Dollars I
dont Know of his having any money loaned at the
time he went to California the first time

Int What Was Carlile business before he went to California the
first time and did he live Comfortably before he went
away

Ans His occupation was a day Laborer Carrying the hod, tending
mason and in the Winter he Worked in the Pork
House he Was industrious and hard Working
Sanford Mem

William L. Loomis being duly Sworn Says he is
a plasterer by trade, that Some three or four Years
Since Mrs. Carlile Employed him to Dig and build
two Cisterns on the premises in Controversy Witness done so
& Mrs Carlile paid him Eighteen Dollars for Said Work
thinks the Cisterns were made & paid for While Carlile
Was gone to California Mrs Carlile paid Witness all but
three Dollars & that amount three Dollars I Was paid
Witness by Dennis Blakely Witness had no Contract
With Carlile
W. L. Loomis

57

Henry Mansfield being Duly Sworn doth depose and Say as follows I am about forty Years of age have lived in the City of Peoria about 17 Years have known Mrs Carlile about 4 Years ago and She lived at my House ~~about~~ about ten months While Carlile was absent at California the first time as I understood I advised her to buy the Lot of Bester She having Consulted me about it I think from What I could find out that Bester Sold the lot Cheaper to her by fifty Dollars than he could have Sold it to other persons taking into Consideration the trouble While She Worked for me I think I paid her one Dollar and Seventy five Cents per Week I Cannot Swear What She done With the money She bought no Clothing to my recollection While She was at my House She was equinomical and industrious

Q by Def't — Did you know of any person that would have given Bester more for the Lot by fifty Dollars than he Sold it to Mrs Carlile for

Ans — I Know of no person that would have give any more for it than Mrs Carlile give

Q by Pltf's Exm by Grow — Did you make any Enquires to the Value of the Lot at the time Mrs Carlile bought it and What did you Consider it Worth on the terms that Mrs Carlile purchased

Ans — I did make Enquires and my impression was that it was a cheap lot I told her that if She needed any money to pay for said lot that I would let her have the Money at ten per Cent and take my pay in the Rents

Z 12512-31

5-8 1191

Crop 2nd Was there a House on Said lot at the time you offered to lend her the Money

Ans There was not-

Int in Chief State how you came to make the offer to loan Mrs Carlile the Money

Ans Blakely doubted the propriety of her attempting to build a house, he thought that She would not be able to pay for it- I thought She could pay for it- that She would lack about fifty Dollars

R. Mansfield

Ann Carlile being first duly Sworn on oath Says that She is the Wife of the above named Thompson Carlile and has had read to her the bill filed in this Cause. She Says that She was Married to Said Thompson Carlile in the Month of April A.D. 1847. and Continued to reside and Cohabit with him untill April AD 1849 at which time Said Complainant left Peoria and went to California Where he remained four Years and returned in A.D. 1853 that Said Complainant at the time he left for California left Deponent in the City of Peoria Without means and took With him Six Dollars that Deponent had Earned at Deckers making Soap that at the time Said Carlile left Peoria Deponent Was then Encient within two Weeks of the time of her Confinement that at that time Said Carlile owned a house and lot

2.

59 in Peoria worth about 1000$ & which he rented to one Thompson at 6$ per month that during the four years said Carlile was absent he remitted no money or means and wrote no letters to deponent and during the whole of said period of four years he sent no word to deponent. She further states that after said Carlile had been absent some three years deponent contracted with George Bester to purchase the lot mentioned in said Bill of Complaint. that deponent was to pay for said lot two Hundred and fifty Dollars of which deponent was to pay fifty Dollars in one year and the ballance in four years that deponent succeeded in purchasing said lot at a price below its real value because said Bester wished to aid deponent in securing a home. She further states that at the time she purchased said lot she promised said Bester to build a house on the same and Bester extended the time of payment in order to give deponent an opportunity to use her means to build a house. that about a year before said Carlile returned to Peoria deponent contracted with John Waugh to build a house on the same & to find all the materials &c. Except the plastering the House was to be one story high & 28 feet long by 22 feet wide & Waugh was to have (250) two hundred and fifty Dollars for building it Waugh went on and completed it by August before Carlile returned & deponent had all paid for before Carlile returned Except about Seventy Dollars & deponent rented the building at Eight Dollars per

{12512-32}

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month and Mr Waugh was to take the ballance due to him as the rent occured

Deponent also contracted with James F Murden to plaster Said building at the Sum of Fifty Dollars Which last mentioned Sum deponent paid out of her own savings deponent also paid Eighteen Dollars to pay for Cistern out of her own Earnings Deponent also paid With her own Earnings for all the fences on Said lot and Which Cost about fifteen (15) Dollars & Deponent also paid for the trees on Said lot

and deponent States that during Said four years that Said Carlile was absent She labored incepantly at receiving Sewing and doing house Work for families by Which means She Earned the Sums to pay most of the above items and after Said Carlile returned to Peoria he remained about Nine months and then again visited California Where he remained Some Nine months and Which Said Carlile was absent on Said last trip to California. Deponent With the proceeds of her Earnings teaching School and the Rent of Said House Building paid fifty Dollars for the Carpenter & Joiners Work of one of the Said Kitchens & Carlile on his return from Said Second trip paid about 50 $ for Lumber for the Same and Said Carlile Since his last return and for the last Eleven Months Said Carlile has received the Rents of Said premises amounting to the Sum of one Hundred and twelve Dollars and Said Carlile paid about one hundred Dollars for an additional

kitchen on said lot. Deponent further states that
said Bester conveyed said lot to her with the full
knowledge and consent of said Thompson Carlile at
the time said Bester made said conveyance said
Bester ~~against~~ assured deponent that he would stand between
her and all claims against said lot
Deponent further states that When she learned
that Comstock & Daugherty held the title to said
lot. She went to ~~said~~ Daugherty and told Daugherty
he had better prosecute his claims and have it settled as
Bester would stand between Deponent and all harm
Daugherty replied he did not like to prosecute a Wom-
an but if it was Carlile he would bring suit at once
but said Daugherty then told deponent that he would
settle the matter reasonable with deponent and would take
one hundred Dollars from her for his share but that he
would not take that amount from any man
Deponent then went to said Carlile and told him
what said Daugherty would take for his interest
in the lot and said Carlile then said he would
not give two hundred cents for the claims of said
Comstock and Daugherty. Deponent then went
to Bester and prevailed on him to satisfy said
Daugherty & Comstocks for the lot and said Bester
done so and at deponents Solicitation the Conveyance
was made to Henry Grove in trust for deponent
Deponent further states that that said Conveyance
was made to said Grove Wholly at the Solicitation of

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Deponent and without the Solicitation or request of Said Grove

Deponent further States that for the two months previous to Separating from Said Carlile She was greatly Stinted in the quality of food provided for deponent on or about the 26th day of June Deponent left Said Carlile because She could not live Safely and peaceably with him that on the Friday before deponent left Said Carlile drove and kept Said deponent out of the House and on Sunday he repeated the Same act and on Monday the Same each time using force and violence and Deponent could not longer Safely peaceably live with him That Some Weeks after Said Carlile Committed an assault and battery uppon the person of Deponent for which he was fined by J. M. Cunningham Police Magistrate. Deponent States that She did take from her house her personal Clothing a peice of Carpet and a Pair of Curtains and a Pair of Rocking Chairs a looking Glas and three Sheets Some 6 pair of Pillar Cases two Table Cloths Some Six Towels and Some Soap a Water Pail and maybe Some other Small articles. and Deponent States that the Whole Value of the articles taken by her ~~except the Clothing~~ did not Exceed twenty Dollars, Excepting the Clothing She further States that most of the articles taken by her were purchased by her ~~out~~ with ~~£ xxx~~ money earned by herself. She further States that Said Carlile is Worth a Considerable amount of money over and above the premises in Controversy and

that he has recently received Eighteen Hundred Dollars in Money for property Sold and Money loaned and She Knows of no Debt owed by him & that he has also recently received (900) nine hundred Dollars from California this Deposition of Ann Carlile objected to in toto by Complainants Counsil for incompetency of Witness on account of interest and being the party Directly interested in the termination of this Suit

She further Saith States that Said Carlile Claimes to have Considerable property in California but the nature description or value of Said property Deponent Cannot give

She further States that She has no other means of Support than the lot Conveyed to Said Grove that She is in poor health has no relations in this Vicinity and Said Carlile refuses and neglects to provide for her necessary Wants

She further States that if Said premises are taken from her She will be left Wholly destitute and unprovided for and therefore insights that before Said property is taken from her trustee Some provision Should be made for maintainance and Support

She further Says that although She has been encinte twice Since her ~~Marriage~~ Marriage With Said Carlile and by him yet She has had no Child born alive

A Ann Carlile

adjourned until the 31st inst by agreement of Parties

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Deposition Continues from July 28th 1856

July the 31st Katherine Albers being first duly Sworn
Says my name is Katherine Albers my age is
fifteen years I reside in Peoria Illinois I am aquain-
ted With Thompson Carlile the plaintiff in this
Case and Ann Carlile his Wife

Int- How near do you reside to the House built by ~~the~~
Mrs Carlile on lot Eleven (11) in Mills addition
to Peoria and how long have you there Resided

~~Ans~~ I live on the next lot I have lived all my life
on on said place

Int- State Whether you at any time or times Witnesed
an altercation between Carlile and his Wife if so
State When Where and how often and State What
Carlile Said and done at the Several times

Ans I have Seen them in an altercation here I think
it was in the month of June A.D. 1855 it was on
their lot the first time Carlile Knocked his
fists to gether and told her that She Should not
Come into ~~that~~ the House that Night She left
the premises and Staid at my Sisters Mrs Hechtler
all Night the Second time was about one week after
he ~~has~~ Ran after her to the Cistern he had Something in
his hand but I did not know What it was he was in a
passion She came and Staid at our house that Night
and Never went back to live With him after that

Int- State What was done With the Stove and Desire that Carlile
had in his house

Ans 65

Mrs Martin got the Stove and some of the Dishes

Crop Int by Lyndsay

How do you Know that the Circumstance of Carlile's Knocking his fists together Was in June 1855 and What did Mrs Carlile do and Say at the time and did Mrs Carlile before that time and afterwards come there and call Carlile hard names and abuse him and do you remember any of the Words She Used

Ans I Was out in the back yard and Seeing Mrs Carlile reminded me that it Was about that time I did not hear Mrs Carlile Say anything and Carlile did not Strike her. I Never Knew her come there before that time & come there and call Carlile hard Names but She came afterwards and call him Daddy Carlile

Int Do you Know of Mrs Carlile leaving him Considerable and running Carlile in Debt at the Stores and Was not Mrs Carlile gone two and three Weeks at a time

Ans I do not Know how long She Was gone but She Went to Farmington I Know nothing about Mrs Carlile running him in Debt She came to our house once With a Silk Drep and Said She had got it. I Saw a Boy Coming then and Carrying Six Chairs but I do not Know Whether She Sold them or not it Was While Carlile Was in California my Mother got the Platter Pitcher and tureen that She is a Keeping for Mrs Carlile

Catherine Albert

[212512-35]

Marcellus Clinton being Sworn on oath Says that he is about thirty Eight years of age and a Carpenter by trade that he is aquainted with Thompson Carlile and with Mrs Carlile & with the premises in Controversy that Some two years since & While Carlile was gone to California Mrs. Carlile Employed me to build a Kitchen ~~on~~ an addition to the House & I done So She found the Materials I build the Wing on the upper Side of the House & on the back Side of the House Mrs Ann Carlile paid me twenty five Dollars for the Work I done the Materials Cost from Ninety to one hundred Dollars the Wing ~~I~~ I put up was one Story high Some 17 feet long She found the Glass Sash Nails &c

Comp M & Ex Did not a large portion of that lumber Come from Brebners and did you not get Some of your pay ~~for~~ for that Work from C. B. Stebbins and did you get any other money from Carlile and did Mrs Carlile pay for any lumber that you know of that was used in Said Kitchen

Ans It did, I did not get any pay from C. B. Stebbins the Money I got from Stebbins was for Work on another part of the House I got twenty five Dollars from Mrs Carlile for Work done on the House. I did not See her pay for any lumber but I have the best of reasons for believing She did to the best of my recollections She paid five or Six Dollars for lumber

M. Clinton

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Levi Wilson being duly Sworn Says I am thirty Eight years of age I reside in the House in Controversy I have lived there Since the 14th of April A.D. 1855 I paid him twelve Dollars per Month for ~~the~~ part of the House until Carlile and his Wife parted Which I think Was in June A.D. 1855. ~~The~~ from that time I have rented the Whole of ~~that~~ the House at Sixteen Dollars per month for the ballance of the year up to April A.D. 1856 - I have rented it for the futher time of Six Months and I pay him Eight Dollars per Month and board him

Crop Int — While Carlile and his Wife lived together did not the Rent go to the Support of both of them and Who Signed and Execated the Lease to you for Said premises and did not you at all times recognize Thompson Carlile as your Landlord and yourself as his tenant and did not Carlile remain there after the Seperation and continue to board at the Same House

ans — The rent went to the Support of both as far as I know any thing about it. I rented of Carlile he Was my Landlord and I Was his tenant Carlile remained at the Same place after the Seperation

Int — During the time you lived in the House With Carlile and his Wife did he not use her Well and provide for her and Was he not Industrious and Steady as far as your Knowledge Extends

Ans. — He provided for her and used her well as far as I know. He was industrious and steady as far as my Knowledge extends

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Int — If Carlile had have abused his Wife and had have refused to furnish her Support Would you not have known it—

Ans — I would & have been likely to living in the same House

Int — Do you know of Mrs Carlile being away a good part of the time and not being at home to attend to the Domestic affairs of the house and has not Carlile Considerable of his time painting and fixing the House in the Summer of 1855 When Mrs Carlile Was gone

Ans — I dont know of Mrs Carlile being away Carlile Repaired the House and made improvements by painting and fixing the House

Defts Ex — State What business Carlile has ~~prosecuted~~ prosecuted during the last twelve months has he Worked a day during the last twelve months does he not lounge and Idle away his time

Ans — I dont know What business he prosecutes— I think he has done more than one days Work in the last twelve months on the house in Controversy I dont know Whether he lounges or Idles away his time

Int — State how many days you have seen him Work at his house and not during the last twelve months how many days have you seen him Work at any other business and if he had have Worked Would you not be as likely to have known it— as you are that he provided for his family

ans — I Cannot tell how many days I Should think it Was over five and under twenty I have not seen him Work at any other business if he had have Worked I do not know but I Would have been as likely to have known it and I do not know as I would

6 9

Int- State What provisions you ever Seen Carlile furnish for his family

Ans I Never Seen him furnish any provissions for his family

Crop Int- Did you ever See Mrs Carlile Eating there and might not Carlile have ben out in the City Working Every Day and you not have known it do you Know of Mrs Carlile Coming there and using taunting language to Carlile Calculated to Irritate him

Ans I have Seen Mrs Carlile Eating there he might have Worked Every day and me not have known it I do Know of Mrs Carlile Coming there Several times and using language to Carlile Calculated to irritate him She came there Several times and dug up and Carried away Strawberry Mrs Carlile Wanted to rent part of the House to me after She left Stating that Mr Grove Was her agent and Was a good Ladies man

Levi Wilson

Alexander Brebner being duly Sworn Says I reside in the City of Peoria Illinois my age is about Fifty I am aquainted with Thompson Carlile the Plaintiff in this Cause and Ann Carlile his Wife

Int Did Mrs Carlile apply to you to purchase lumber and Materials to build a House on lot Eleven (11) in Mills addition to Peoria if So State When and What amount of lumber or Material you furnished and the reason you done So —

[125/12-37]

She applied to me to furnish lumber and materials to build an addition to a house the time I think was two years ago last Spring While Carlile was gone to Californie the last time the amount I think was between fifty and Sixty Dollars the reason I did so was because she applied to me for the lumber and stated that She Could rent part of the House to raise Sustainance for herself my motive was to assist her as She said She had Nothing Else to Subsist on Except the rents of her house

Cross Int by Syndsag

How much was the Whole amount of Lumber and who paid for it and how was it paid in Money or property and also who did you apply to for payment for the lumber after it had been finished and did you not demand the pay of Carlile and did he not pay you for it after he Came home from California the last time

Ans

the amount of the pay for the lumber was between fifty and Sixty Dollars Mr Carlile paid me for the lumber in Money I think I went to Mr Carliles house and applied for the money and they were both present and Mr Carlile afterwards paid me for the lumber

A. Brebner

Cost of taking Deposition $15.32

Subpoena 2.00

Total $15.32

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Deposition of John O. Brian Peter Albert John Waugh Dennis Blakely and Thomas Dolan all of Peoria County in the State of Illinois Witnesses aged: about Thirty five Fifty two Forty one Sixty five and Forty One Years produced Sworn and Examined before M. R. Owen a Justice of the peace in and for the County of Peoria and State aforesaid Commencing on the 4th Day of Febuary A.D. 1856 and Continuing from day to day untile the 9th day of Febuary inst- Said Deposition Was taken at the Office of Grove & McCoy in the City of Peoria / by agreement of the Parties / by virtue of a Notice Given by Complainant to the Defendants dated January the 15th 1856 / and hereto annexed marked (A) / further Examination of the above named Witnesses in a Suit depending before the Circuit Court of Peoria County Illinois between Thompson Carlile Complainant and Henry Grove John Comstock & others Defendent-

John O. Brian being duly Sworn depons and Says that he is about thirty five Years of age— I reside in the City of Peoria Illinois I am aquainted With Lot Eleven in Range two in Wills addition to Peoria the Lot Which Thompson Carlile bought of George C. Bester I think the Value of Said Lot at the time that Thos Carlile bought it of Bester Was two hundred and fifty Dollars. I am aquainted With the Value of property in Wills addition to Peoria I think in 1852 that

$12512-38

Two Hundreds and fifty Dollars was a fair value of Said Lot

Cross Interrogatories Int 1 What is the Length and Breadth of Said Lot Eleven in Mills addition to Peoria and on What Street does it front

Ans I do not know the Size of Said lot and I am informed and believe it fronts on Gray Street

Int (2) Do you Know of the Sale of any Vacant Lot on Gray Street in 1852. if so State Where Said Lot is Situated to Whom it was Sold Who Sold it and What were the terms of Sale

Ans I Was informed by others that in 1852 Lots in Gray Street Sold for from Two Hundred and Twenty five to Two hundred and fifty Dollars and in the Neighborhood and in the Same Block that Said Lot Eleven is in I do not Know who Sold or Who bought any of them

Int (3) Do you mean that Lot Eleven as before Stated was Worth Two Hundred and fifty Dollars Cash Down or on a Credit of one Two three and four Years

Ans I mean on Credit in part

Int (4) When did you first tell Carlile that you Could Swear Something in his favor

Ans I never told him that I Could Swear in his favor

John O. Brian

Peter Albert being duly Sworn deposeth and Says I am aged about fifty two years I reside in the City of Peoria

Int (1) Are you aquainted with Lot number Eleven in Range two in Mills addition to Peoria

ans I am

Int (2) How far do you reside from said Lot and are you and have you been acquainted with the value ~~of Lots~~ of Property in said addition and what was the value of said Lot Eleven in 1852

Ans I live on the adjoining Lot I have been acquainted with the value of Property in said addition I think said Lot Eleven in 1852 was Worth two hundred Dollars Cash Down

Int (3) Do you think Two Hundred Dollars to be a fair value of the said Lot in 1852

Ans I do and at payment of one two three and four years with Interest it was Worth I think from two hundred and twenty five to two hundred and fifty Dollars

Int (4) What is the present value of said property the improvements included

Ans I Should Judge it to be Worth about Seventeen Hundred Dollars

Int (5) What Mechanics made the improvement on said Lot

Ans I believe Mr Waugh made the improvement of the main House

S 125 12-39

Int 10) State When Carlile first went to California and When he first returned When he went the second time and When he returned the second time

Ans I think he first went in 1849 or 1850. and returned I believe in 1853. I think he went the second time in 1854 and I think he returned the second time in 1854 or 1855.

Int 11) Do you know who put the additions to the main building and who paid for the same or settled for it

Ans Mellinger built the addition but I do not know who paid for it.

Cross Examination

Int 1) What is the present value of the Lot in Controversy without any improvements

Ans In my opinion it is worth about Seven Hundred Dollars

Int 2) State What improvements have been made on said Lot and When were they made and the probable Costs thereof Who made them Who is now receiving the rents and proffits thereof What Rent does Carlile get for the Lot and improvements how long has he been receiveing the Rents and Profits of said Lot and improvements how much Money did he take With him When he first went to California how much did he Bring home With him When he came back the first time. how much did he take With him When he went to California the second time how much did he bring home With

Was the Second time he returned from California what property did he leave in the City of Peoria when he went to California the first time What Provisions did he make for the Support and maintainance of his Wife During his first visit to California Who was left in charge of his property During his absance to California the first time did he leave his Wife Destitute of a home friends means and money how long was he gone to California the first time did he write any letters to his Wife During his absance to California the first time that you know of. would you not have been likely to have known it if he had did not his Wife during his absance by her own industry and economy raise and husband the necessary resources and means to buy a small part of God foot stool and upon it to erect a small building to have a place for her own that She might have a place upon which to lay her head do you know ~~that She~~ that She done all this did you not advise her So to do do you not know that She denied herself the Comforts of life to accomplish it was not the House and one addition built and completed the Lot fenced Cisterns and other Conveniences built and Erected When Carlile came back from California the first time and did not Carlile on his return from California the first time enter into possession of the House and Lot did he not then or Sometime thereafter Drive his Wife off Without means Without Credit and Without a place to lay her head did has he not

512512-48

Refused to your Knowledge to furnish her with the Necessaries of life and has she now Suitable Clothing to protect her from the inclemincy of the Weather Objected to by Plaintiffs Council ——— ———

Ans The improvements were a Common board fence the main House was put up in 1852 one Story high frame twenty Eight feet long twenty four feet broad there was a back Kitchen one Story high Shed roof I believe twenty three feet long I think Eleven feet Wide there was another dineing Kitchen one Story high Shed roof I think Seventeen feet long Eleven feet wide I think there were also two Cisterns and one Cellar under the addition to the main building twenty three feet one way by Eleven the other Walled and paved with Brick and a board petition running through the Center of it - Eleven fat Wide. the fence I think was made in 1852. and the main building the Same Year the first addition * in 1853 the Second addition I think Was build in 1854. I think the Cistern was built in 1852. the fence probaly Cost fifteen Dollars. the main building probaly Cost about two hundre and fifty Dollars the first addition probaly Cost about one hundred and fifty Dollars including the Cellar the Secona addition built in 1854 — Cost I would think about Eighty five Dollars the Cistern Cost probaly about twenty five Dollars I do not know Who made the fence Mr Vaugh

Made the main Building Mr Mellinger
I believe made the first addition and the cellar
I dont know Who made the Second addition I do not
know Who made the cistern I do not know Who pays
for any of the Said improvement I do not know Who is
now receiving the rents and proffits of Said improvements
I do not know What Rent Carlile gets for Said improvements
ents. I do not know how long Carlile has been receiveing
the Rents and profit of Said lot and improvements
I do not know how much money he took With
him the first time he went to California. I do not
know how much money he brought back with him
the first time he returnes from California. I do not
know how much money he took With him
the Second time he Went to California
I do not know how much money he brought
Back With him the Second time he returned from
California. I understood ~~XX~~ he left a Brick
House and Lot in the City of Peoria the first
time he went to California Said house and Lot
is Situated to the West of main Street I do not know
What provision he made for the Support of his
and maintainance of his Wife during his visit to
California the first time I heard that Dennis Blakely
Esq Was left in Charge of his property the first time
he Went to California I do not know Whether he left his
Wife Destitute of a home friends means and money During
his absence to California the first time

[12512-41]

I Suppose he was gone to California three or four Years the first time I do not know of his writing any letters ~~he first~~ to his Wife During his absence to California the first time.

I think if Mrs Carlile had received any letters from Carlile While he was absent in California that I Should have been likely to have Known it

I Know that Mrs Carlile Worked and Earned money While her husband was absent in California but I do not Know Whether She raised and husbanded resources to buy a Small part of God first Stool or not to Erect a Small building to have a place upon Which to lay her head. I heard that She made a contract With Mr Waugh to build a house on Lot Eleven in Range two in Wills addition to Peoria I advised her to buy Said Lot and that it Would be better and Cheaper for her than to lease ground and build on it and She did So I do not Know Whether She denied herself the comforts of life or not to accomplish it The main building Was built but not Completed as it is now. the Cistern Were built and the fence Was built during Carliles absence to California the first time. the Papering and Cornish Was put on Since Carlile Came back from California the first time also eight pair of Window blinds Since his first return from California I believe Carlile on his return from California the first time took possession of Said House and Lot

I do not Know Whether or not Carlile on his return from California or Soon after Drove his Wife off Without means Without Credit and Without a place to lay her head. I do not Know of his refuseing to furnish her With the neparies of life

I do not Know Whether or not She has Suitable Clothing to protect her from the inclemency of the Weather

Int 5' Do you Know of Ann Carlile making any of the improvements above mentioned or furnishing the means to build the Same

Ans The fenceing and main building Were made by her ~~husband~~ as I Understood during Carlils absance and I Understood the Cisterns Were built by Mrs Carlile during the absance of her husband to California.

Reexamination by Plaintiffs Counsil

Int Do you Know Who paid for any or all of the improvements before mentioned

Ans I do Not

Peter Albert

John Waugh being Duly Sworn Deposeth and Says that he is about forty one years old a Carpenter by trade and resides in Peoria

Int 1' Are you aquainted With Lot Eleven in Range two in Mills addition to Peoria

Ans I am

Int 2 Are you aquainted With the Value of property in that addition at the present time and Were you aquainted With the Value of ~~the~~ in 1852.

Ans I am and Was

[12512-43]

Int 3 What was the fair value of Lot Eleven in said Addition in 1852

Ans It was at that time Worth two Hundred Dollars in Cash

Int 4 Had you bought that Lot about that time from Whom and What was you to give for it

Ans I bought said Lot about that time from Mr Baxter for two hundred Dollars in Carpenters Work

Int 5 What is the present value of said Lot with the improvements included

Ans I think Said Lot including all the improvements is Worth from Seven to Eight Hundred Dollars

Int 6 What are the improvements at the present time Worth Without the Lot

Ans The Improvements that are there now are Worth in my opinion about one Thousand and Twenty five Dollars

Int 7 What Mechanics built the House and made the improvements

Ans I made a Contract with Mrs Carlile and built the main building that is the Carpenters Work Mr Millinger built one addition and Messrs Clinton and Kinney build the Second addition I do not Know Who made the fence and Cisterns

Int 8 Who paid you for said Work When Was the pagments made and how

Ans I Was paid through ~~the Bank~~ Dennis Blakely With Some notes on Mr Dennis and Mr Moon to the amount of about fifty four

Dollars I received the first payment in June 1852 and in March 1853 I received the Second payment of Dennis Blakely amounting to one hundred and fifteen Dollars in Money and a Note the third payment was made by Mr Carlile June the 11th 1855 I receipted to Mr Carlile for Eighty Dollars being payment in full for the House *

Int 9: Have you made any improvements or repairs on the premises Since if So. to What amount and Who paid you

Ans I have made improvements on Said ~~House~~ premises Since to the amount of near thirty Dollars in 1854 and Mr Carlile paid me for them. Adjourned untile 9 O'Clock A.M. Feby the 5th 1856

Feburary the 5th 1856

Int 10 How much were you to receive for the Work and Materials you furnished for the Main building

Ans Two Hundred and fifty Dollars

Cop Examination by Defs Counsil

Int 11 With Whom did you make the Contract for building the House Was the Contract in Speech or in Writing Where is Said Contract now in Whose possession did you last See it State the Contents of the Same as Near as you can

Ans With Mrs Carlile; Said contract was in Writing; Said Contract is now in my possession, and I attach the Same to and make it a part of my answer to this Question; Said Contract is Marked (A); the answer

to the remainder of the above Interrogatorys are Waived

Int 1 What further or additional Expense or outlay Was requires to Complete Said House after you performed your agreement Who performed the Same at Whose request and by Whom paid, So far as you have any information or Knowledge upon the Subject

Ans the plastering Was to be done after I performed my agreement. James Sparden done the plastering and at the reques of Mr Carlile in my opinion, and Mrs Carlile paid Sparden in part by a New carpet that She had made. Said plastering cost about Seventy Six Dollars and the Carpeting paid about twenty four Dollars of it

Int 2 State When the Several improvements on Said Lot Were made describing them and State also the orginal cost of Each in your Judgment. State also What Rents Could be obtained for the building and Lot and the amount for Which the Same have actualy rented So far as you Know

Ans the fence Was built in 1852 the main building Was built in 1852 I think the first addition Was built in 1853 with the Cellar. the Second addition I think Was built in 1854. I Know nothing about the Cisterns. there is a Small Summer Kitchen out Side of these others about five by Six feet Large Seven feet high there is a Stoop in front of one of the Kitchen doors attached to the Main building about ten by twelve feet Large. there is another Summer Kitchen Seven by Nine Six feet high. there is a Wood Shed —

Twelve feet nine Inches by fifteen feet Six feet high the fence probaly Cost in the Neighborhood of fifteen Dollars the main building probaly cost five hundred and one Dollars the first addition I think Would Cost from one hundred and fifty to one hundred and Eighty Dollars including the Cellar the Second addition Would Cost from Eighty to one hundred in my opinion. I dont Know What the Cistern Cost. the remainder of the improvements Would Cost in my opinion about forty Six Dollars Seventy Nine Cents the Rent of Said premises in my opinion. Would be from fifteen to Eighteen Dollars per Month as buildings are usually Rented in Peoria

Int (3) State if you Know Who are now occupying Said premises and to Whom the rents are being paid

Ans I Dont Know

Int (4) Do you know What other property or means others than the Lot and improvements in Controversy are owned by Thompson Carlile

Ans I do not Know of any at present

Int (5) What property did Carlile own in Peoria at the time
Obj he first Went to California and What is the Same now Worth

Ans He Owned a Brick House in Munson & Sanfords addition to Peoria and it is in my opinion now Worth from Seventeen to Eighteen ~~Dollars~~ Hundred Dollars

Int (6) Do you know What money or property and the Value thereof that Carlile brought home With him from California at either time

[12512-49]

Ans I Do ~~Know~~ not Know

Int'g State if you Know Whether Carlile has made any provisions for the Support or maintainance of his Wife During the present Winter and last fall State Whether you have Seen her frequently during the last three months and State also Whether She has been furnished With Comfortable and necessary Clothing and State Whether in your Judgment the Clothing Shoes & Room by her Were Sufficient to protect her from the Chilly Blasts of Winter and State also Whether in your Judgment her health and life has not been put in peril by the Cold this Winter in Consequence of the insufficiency of her Clothing When Compelled to be out Doors in the prosecution of her Defence With Carlile

Ans I Know nothing myself personaly about the Matter I have Seen her ~~occasionally~~ occasionally for the last three months I do not Know Whether or not She has been furnished With Comfortable Clothing. I think the Shoes She now Wears are not Verry good nor Suitable for this Kind of Weather the Clothing I Know nothing about Whether it is Sufficient or not I do not Know Whether her health and life has been put in Peril or not by the insufficiency of her Clothing but I think her Shoes are rather a hard Case

Int'g State Whether you Know of Mrs Carlile having any other property Excepting the interest Claimed by her in the premises in Controversy. and if She had any other property

Would you be likely to Known it—

Ans I do not Know of any other property I think if She had any other property I Should have been likely to have Known it—

Int'g Do you Know What Mrs Carlile Was Employed at During Carliles absence to California the first time for Whom did She Work at What price and What Disposition did She make of her Earnings

(objected to)

Ans I Know that She Worked at Mrs Mansfields I dont Know of her Woking for any other person. I dont Know at What price She Worked the usual price of female Labor at that time Was about from one Dollar and a half to one Dollar and three fourth per Week. I believe that She paid to me Some one hundred and Seventy Dollars through Dennis Blakely

Interrogatory by Plaintiffs Counsel

What Was Said Brick House you mentioned as being owned by Carlile When he went to California and is Situated in Swasey and Sanford addition to Yuba North When Carlile went to California the first time

Ans I think at that time it Was Worth Eleven or twelve hundred Dollars

Int Do you Know Whether the Window blinds and Cornish Were put to the house What they Were Worth and Who paid for them

Ans I think the Cornish and blinds Were Worth Something over one hundred Dollars I Saw no money paid for them

Int Who put Said blinds and Cornish on the building

[12512-45]

Ans Mr Jacob Millinger

Int- Did Jacob Millinger tell you that Carlile paid him for putting on the Window blinds and Cornish

Objected to by Defts Counsel

Ans Millinger told me that he had received a portion of the pay from Carlile but not all

John Waugh

adjourned until tomorrow morning 9 Oclock A M by consent

Feb the 6th 1856

Dennis Blakely being duly Sworn deposeth and says I am Sixty five Years of age I reside in Peoria

Int 1 State Whether or not you are aquainted with the parties to this Suit if So how long have you Known them

Ans I am aquainted with the parties to this Suit. I have Known them about Six or Seven Years

Int 2 State at What time Carlile first Went to California

Ans I Should think it was in 1849

Int 3 How long did he remain Whether or not he Went back to California and if So When did he return the Second time

Ans He returned in I believe in 1853. he Went back the Second time in 1854 and returned in 1854

Int 4 When Carlile first Went to California What property and means if any did he leave in Peoria and for What purpose and Who was his agent or attorney

Ans He left a House and lot in Munson and Sandfords addition to Peoria and two demands both amounting to

Near forty Dollars I do not Know for What purpose he left it for I Was his agent

Int '5' State Whether you Was to Collect the Rents and how they Were to be appropiated

Ans I Was to Collect the rents and pay two little bills of his indebtedness of his about Eight Dollars. I Was to pay physicians bills and Mrs Carlile Expenices of her Expected Sickness and my idea Was that Mrs Carlile Was to draw the Rents if She Needed them

Int '6' State as near as ~~you can~~ possible the amount of funds Collected by you for Carlile during his absance

Ans In July 15th 1853. I Settled With Carlile and found that I had received as rents from the old House $288.50 Cts and about $21. of said amount Was received after Carlile returned from California and out of said amount I paid for repairs Six or Seven Dollars and the taxes on the place during the time

Int '7' How much did you pay Mrs Carlile on her order during your Entire agency out of the Rents

Ans I Cannot tell

Int '8' What did you do With the ballance of the proceeds

Ans I paid them over to Mrs Carlile on her order Except ten Dollars I Kept myself

Int '9' State Whether or not you notified Mrs Carlile that you had money for her Use

5125 12-46

Ans I told her at Sundry times that any time When She wanted money that I Would furnish her Whether there Was any Rent money in my hands or not

Int (10) State Whether or not She always received money of you Whenever She asked for it

Ans She Sometimes asked for money of me and I asked her for What use and I advised her that it Would be inexpedient to use money for that purpose but that She always got Money When She insisted upon it

Int (11) State if you Know of the purchase by Mrs Carlile of George L. Bester of Sot Eleven in Range two in Mills addition to Peoria When purchased and What Was the price

Ans I Know nothing of the purchase until long after it Was made I think the price Was Two hundred and fifty Dollars

Int 12 State What Was the amount of the first payment and by Whom made

Ans I dont Know who made the first payment

Int 13 State Whether or not you made a payment to George L. Bester and if So What amount

Ans I made a payment on the bond of Sixty Six Dollars and Sixty Six Cents

Int (14) Out of What funds Was Said payment made

Ans It Was paid out of funds partly belonging to Carlile and partly belonging to Mrs Carlile

Int — How much money had you at that time in your hands belonging to Carlile and how much belonging to Mrs Carlile

Ans I do not Know

Int (15) How much money did you receive for Mrs Carlile out of the Rents of her house on Lot Eleven in Range two in Mills addition to Peoria

Ans I think Sixty three Dollars

Int 16 What did the House Rent for per month

Ans I rented one half of it - as her agent at four Dollars per month Except one month at three Dollars

Int 17 State Whether or not you paid any other person or persons out of Carliles money for any Work or improvements on said Lot if So to Whom and all about it -

Ans I paid John Waugh one hundred and ~~Twenty~~ twenty Dollars out of Carliles money received from rents of the Brick House. - Crop interrogatorys by Defs Counsel

Int (1) Was your instructions from Carlile as to the disposition you was to make of the accruing Rents during his first absence to California in Writing or verbaly given by him to you if in Writing annex the Same or a copy thereof and if you Cannot do So State the reasons Why if Such instructions were verbaly given. State as near as you Can What Carlile said on the Subject - Where he said it and When and all that he Said

Ans the instructions were given verbaly as far as given he said that his Wife expected to be Sick. that I must pay the Doctors Bill the Expences of her Sickness he said that he Expected that She Would be Confined Soon I do not recollect all the Conversation or any further Conversation there was further Conversation, Said Conversation was had at my

[12512-47]

Office in Peoria Just before he left for California
the first time.

Int 12 State What other Provisions if any was made by
Carlile for the Support and maintainance of his Wife if
Obj any during his absance. What time was She Confined
at What place was She then living and except the money
paid over by you to her had She to your knowledge informa-
tion or belief any other means of Support during his absance
Excepting her own labor. Objec

Ans I do not know of any other. I do not Know What time She
Was Confined but I think it Was in April. I think She
Was living at Mt Gray I do not Know that there
Was any other means for her Support Excepting the
Money She drew from me and her own labor,

Int 13 If there had been any other means provided for her
Obj Support Would you not have been likely to have known it-
Ans I Cannot tell Whether I Would have Known it or not-
Obj but I presume that I Would have known it or heard
of it-

Int 14 Will you now State When you first paid over to Mrs
Carlile the first Money and What amount and did you
pay the Physicians Bill ~~Nurses~~ Nurses Bill. Boarding Bill
or any other Bill Excep What you paid to her or paid
on the Lot or improvement

Ans I Cannot tell it Right away after her Sickness and I think
the amount Was five or six Dollars I paid no physicians
bill. Nurses ~~Bill~~ Bill or board Bills none of those Bills Were
presented to me for payment-

Int 5 What amount of the Rents of the Brick House paid over by you to her were appropriated by her for her personal Expenses such as Clothing Board &c and What amount thereof was used by her in making payment for the lot and improvements in Controversy

Ans I Cannot tell What She did with the money I paid to her

Int 6 State What amount you paid to her personally out of the Rents of the Brick House. did you not take a receipt from her of all the payments made by you to her and to Whom did you deliver Said Receipts

Ans I Cannot tell how much I paid to her personally I took receipts from her for What money I paid to her and for What money I paid to others on her order I gave the receipts to Mr Carlile

Int 7 Did the receipts given by Mr Carlile to you include other money than that paid by you to her personally and did they also include other money than those received as Rents for the Brick House

Ans The Receipts Covered other money than those paid to her personally and other money than Rents from the Brick House

Int 8 State What amount of money.

Adjourned untill to morrow morning 9 Oclock A. M. by Consent of Parties February the 7th 1856

Int 9 State as near as you can What amount of money you paid to others to apply on Lot Eleven in Range two in Mills addition and the improvements thereon and from Whom did you get the money Ans Answer Waived.

5/2512-48

Q 2

Int 10 State What amount of money you paid to Bester on lot Eleven in Range two in Mills addition and from Whence did you get the money to make Such payment

Ans Sixty Six Dollars and Sixty Six Cents and there was Rents of Booth Houses in my hand at the time out of Which I paid the money

Int ~~11~~ 11 What two houses do you mean and What amount had you in your hands received by you for Rents received by you from the house built by Mrs Carlile

Ans I mean Carlile House on Munson & Sanford addition and Mrs Carlile house on Mills addition I dont Know how much I had of the Rents of Mrs Carlile house

Int 12 Did Mrs Carlile give you her receipt for any portion of the money you paid Bester on lot Eleven in Range two in Mills addition to Reno

Ans She did not that I remember of

Int 13 What amount of money or other means did you pay to John Waugh or others Workmen towards the improvements built on Said lot 11 by Mrs Carlile State also Who furnished you With Such money or means and did you take receipt When you made Such payments

Ans I dont remember that I paid any body Except Waugh I paid Waugh and took his receipt on the Contract he made With Mrs Carlile on the 21st of June 1852 I paid Waugh $54.72 cts Which means I received from Mrs Carlile on the 12th of March 1853 on Said Contract I paid Waugh $115.45 cts Which Said last amount I received from the Rents of Booth Houses and Cash received

from Mrs Carlile at the time of this last payment
I had of Mrs Carliles money about thirty five Dollars
independent of the fifty four 12/100 Dollars paid Waugh
in June 21st 1853 this is according to the figure I made
at the time I made another payment to Waugh on the
21st October 1852 of fourteen Dollars and took his
Receipt for the Same and I think Mrs Carlile furnished
me the fourteen Dollars

Int 14) State What you done With the Contract With Waugh and
the receipt and given by him to you and did Mrs Carlile
give you Receipts for any of the money you paid Waugh.

Ans I gave the Contract and the receipts given by Waugh
to Mr Carlile I dont Remember of Mrs Carlile
giving me any receipt for the money I paid Waugh

Int 15) At What time did Carlile Sell his house in Munsons and
Sanfords addition and What did he get for it and to Whom
did he Sell it

Ans I do not Know What price he Sold it for nor to Whom I
think he Sold it in 1855

Int 16) State Whether Carlile applied to you to Execute the Deed
to the Lot and house in Munsons and Sanfords addition
State What he said he Sold it for and State What he
said he Was going to do With the money arising from
Such Sale, and State how it hapend that you did not
Execute the Deed to Said lot and house

Ans Carlile applied to me to Execute the Deed to the lot
and house in Munsons and Sanfords addition I dont
Remember What he said he Sold it for but I think it

94

Was Sexteen Hundred Dollars he said he was going to buy a lot adjoining Lot Eleven in Mills addition With the proceeds of Such Sale and build a house thereon. the reason Why I did not Make the Deed Was first he asked me how he Should get his Wife to Sign the Deed to the Lot and house in Munsons & Sanford do addition. I told him I Would make the Deeds to booth places have them booth Executed at the Same time and I Would get her to Sign his Deed I told her the — arrangements that I had made She Consented to it When he came to me to Execute the Deed for the Sale of the house and Lot in Munsons & Sanfords addition he had not made the purchase as agreed between him and me therefor I refused to make the Deed

Int 17 What amount of money or means Carlile brought home With him from California on his return the first time to your Knowledge how much did he Say he brought home With him and What amount of property or means other than the proceeds of the Sale of the house and Lot in Munsons & Sanfords addition. to your Knowledge does Carlile now own or posess and What amount have you heard him Say he Was Worth

Ans I do not Know What amount of money or means Carlile brought home With him from California on his return the first time he did not tell me the amount and I never heard him Say What he Was Worth

Int 18 State if you Know of his having money on his return from California the first time and do you Know of his

95

Making payments or loaning money to any person or persons after his return the first time from California if so State the amount so paid or loaned by him and to Whom and What Year

Ans I do not Know of his having ~~Loaning~~ money on his return from California the first time he told me that he had paid Bester the amount due on the bond as they agreed and he told me that he had paid Waugh on Mrs Carlile's Contract Eighty Dollars and Eighty Cents. he loaned to Alexander Seik I think two Hundred Dollars I Know of no other means in his possession. these payments and loan were made Soon after his return from California the first time

Int 12 State What means of Support if any Mrs Carlile has. other than her interest in the Lot Eleven State What provisions if any Carlile has made for her Support and maintainance. State Whether you have frequently seen her during the last Six Months and Whether the Clothing Worn by her is Sufficient in the quantity and quality to protect her from the inclemency of the Weather

Ans I Know of no means of Support other than her interest in Lot Eleven that Mrs Carlile has I Know of no provisions made by him for her Support at the present time I have frequently seen her ~~in~~ the last Six Months and I Should think the Clothing Worn by her is not Sufficient to protect her from the inclemency of the Weather

[12512-50]

Int 20 State Whether Carlile during his absance to California the first time Wrote to any letters to his Wife or Whether She received any from him and if She had received any you Would not have been likely to have Known it

Obj

Ans I dont Know Whether he Wrote any letters to his Wife or not She told me She had not received any I think if She had received any letters She Would have told me

Obj

Int (21) Did you not tele Henry Mansfield Mr Soomis and others or Some of them during Carlile absance to California the first time that you had ~~not~~ no Right or authority from him to pay over money to Mrs Carlile

Obj to

Ans I told them so I think he gave me no Speccial orders What to do With the Rents of his house other than paying two little Bills of his indepteness and the Expences of Mrs Carliles Expected Sickness

Int (22) Do you not Know that Mr Waugh and other Mechanics made more favorable Contracts With Mrs Carlile than they otherwise Would have done because She was a Woman Strugling to Secure a home for her self

Obj

Ans Mr Waugh told me at the time of making the Contract that he done so

Direct Examenation by Pltfs Counsel

Int (1) I Want you to State Whether What you told Mrs Carlile in relation to furnishing her funds When She Wanted them Was in Consequence of the Conversation you had With Carlile before he first went to California

Ans It Was not

Int 2 What was yours reasons for making the offer to her

Ans Because She was left here without any means of support
When he told me to pay those Expences heretofore stated
of her expected Sickness and that She probably would
not want any more She Called on me for money and I
asked Legal advice Whether her receipt for money
received for rents would be good against him and was told
that they would be

Int 3 State if on Carlile's first return from California he
Settled with you for the amount received by you for Rents
Received by you for him and did he credit you with the
money you paid Mrs Carlile and on her orders and What
was the amounts of money and means you received for or
from Ann Carlile on the proceeds of Lot Eleven in Mill
Addition

Ans He did Settle with me for said Rents and money he received
her receipt and orders from me as so much money and
the amount of proceeds I received of and from Ann Carlile
on the proceeds of her house on Lot Eleven was Sixty three
Dollars

Int 4 When was this money received

Ans It was Received between August 1852 and July 1853

Int 5 What other money did you received from Ann Carlile and
When as near as you can recollect

Ans I received a Note against William Loomis and
another one against Sanford Moon the two amounting
to about fifty four Dollars Said Notes were received
Some time in 1852. I also received Some money from her

[12512-51]

the amount so ~~taken~~ received or the time I do not Recollect

Int 10 Did you inform Mrs Carlile that you Was to pay the Expences of her Expected Sickness

Ans I told her So

Int 11 State if the receipts and bills Numbered from one to Seventeen inclusive ~~sive~~ Were for money paid to and for Ann Carlile

Ans They Were

Cross Interrogatorys by Defts Counsel

Int 1 State What you heard Carlile say about his having means in California

Ans He told me that he left funds in California and asked me to Write to his agent for him for funds I wrote a letter to his agent to Send him Nine Hundred Dollars of Carliles funds ~~Carliles~~ giving him Derections how to Send it & I think he Said that was not all the means he had in California and he told me the Security was perfectly good

D. Blakely

Int by Dependents Counsel

What was Said Lot Eleven Worth in your Judgement at the time Mrs Carlile bought it and on the time She purchased it

Ans I Should think three Hundred Dollars

D Blakely

adjourned until February the 9th 1856

Febuary 9th 1856

Thomas Dolan being duly Sworn deposeth and says that he is about Forty one Years of age resides in Peoria

Inst (1) Were you aquainted With Lot number Eleven in Range two in Mills addition to Peoria in 1852 and if so What Was the Value of ~~that~~ said Lot at that time

Ans I Was acquainted With Said Lot in 1852 I Would Suppose it Was Worth in 1852 about two hundred Dollars

Inst 2. Where did you reside at that time and how far from Said Lot Eleven

Ans I resided one Block from Said Lot

Inst (3) How long have you resided in Peoria

Ans I have resided in the City of Peoria since 1842

Cross Examination by Defts—

Inst (1) What Was the Value of Said Lot Eleven on the first day of January in 1852 and how much more Was it Worth on the 31st Day of December of the Same Year

Ans I cannot Say that Said Lot Was at any time during 1852 Worth more than two hundred Dollars

Inst (2) Do you mean that that Was the Cash Value of the Said Lot

Ans I Do

Inst (3) What Would that Lot probably have brought in 1852 in payment of one two three and four years at Six per Cent interest

Ans I think it Would have Sold at that time on Said terms for two hundred and Twenty five Dollars

[12572-52]

Int (4)

Would it not have Sold for two hundred and fifty Dollars at that time

Ans I think not—

Thomas Dolan

John Waugh Claimed fees as Witness two Days $ 1.00

State of Illinois } ss I, M. R. Owens a Justice
Peoria County } of the peace of Said County do certify that the foregoing Depositions was taken by me at the times and place mentioned in the Caption thereof that the Said Witnesses were first Duly Sworn by me and that the Same was Carefully Read to Said Witnesses and Signed by them.
Given under my hand and Seal at Peoria this 28th Day of June A.D. 1856

M. R. Owens J.P.

Justices fees for taking the above Depositions $13.12

M. R. Owens J.P.

I do hereby agree to and with Ann Carlysle of the City of Peoria in the State of Illinois. to Sell to her the Whole of lot Number Eleven (11) in Range Number Two (2) in the Town

of Peoria as laid off by Benjamin Mills. For the sum of Two hundred and fifty Dollars to be paid in four annual payments from this date of Sixty Two Dollars and fifty cents each. With interest at the rate of Six per cent per annum and I agree upon the payment of said Sum of money and the interest. To make to said Ann Carlysle a good Warranty Deed for said Lot. The said Ann Carlysle is to pay all taxes apeped on said Lot after this date.
Witness my hand and Seal this Eighteenth Day of February A.D. Eighteen Hundred and fifty Two.

Geo C. Bestor (Seal)

Rec'd Peoria Ills of Ann Carlysle by the hands of Dennis Blakeley Esq Sixty Six Dollars and twenty five Cents. Being the amt of the first payment on the within Contract.
Peoria Feby 18–1853=
$66 25/100

Geo C. Bestor By A. C. Hankinson

"A"

Article of agreement made & entered in by & between John Waugh of the County of Peoria & State of Illinois of the first part and Ann Carlisle of same place party of the second part witnesseth that the said Waugh for himself hereby agrees to build a frame dwelling house twenty four feet wide by twenty eight feet long with posts 9 feet long, divide the same into four rooms with one outside doors to each & with three inside doors & two windows to each room & with three stove chimneys to underpin the same with brick so that the sills shall be at least one foot from the ground

[12519-53]

& to build said house of good materials and a good workmanlike manner & to finish the same complete except the lathing & plastering & painting & to have the same done by the 15th day of July next & to furnish all the materials. Ann Carlisle on her part in consideration of the above agreements do hereby agree to pay said Waugh for said house the sum of two hundred & fifty dollars to be paid as follows to wit on the completion of said House, one Note against Wm L. Loomis & Sanford Moon for forty Dollars & interest from 26th Dec 1850. & one Note against Sanford Moon for Ten Dollars & interest from 9th Nov. 1850. and a further sum in Cash sufficient to make the amount of one hundred & Sixty Dollars or more & allow said Waugh to Draw the Rents of said House untill the ballance shall be paid by said Rents, or otherwise, said house to be built on Lot No 11 in Range 2 Mills addition to the City of Peoria. In Witness Whereof the said Parties have hereunto Set their hands & Seal this 27th Day of May 1852

John Waugh (Seal)

Ann Carlisle (Seal)

(Endorsed on above)

Rec'd on the within Contract Fifty four Dollars & Seventy two Cents it being the amount of the within named Notes

Peoria June 21 1852. John Waugh

Rec'd of D. Blakely on the within Contract the Sum of one hundred & fifteen Dollars & forty five Cents

Peoria March 12th 1853. John Waugh

103 Recd on the within Contract of Thompson Carlisle Eighty Dollars & Eighty Cents. in full of the within contract and for all Extra Work done about said House

Peoria June 11th 1853

$65.00 John Waugh

No 1 Recd of D. Blakely Five Dollars

Peoria Feb 7th 1851

$5.00 Ann Carlisle

No 2 Mrs Carlisle. To Mrs Frazier Dr

To Bal Due on Cow $4.25

Feby 14th 1851

Recd of D. Blakely Four & 25/100 Dollars

July 8th 1851 D. Holland

No 3. Mrs Ann. Carlisle

To John Waugh Dr

To Painting House out-side 8.00

" Sealding Privy House & Digging Vault &c 6.00

$14.00

Received Payment in full of this Bill of Mr. D. Blakely

Peoria Oct 25th 1852.

John Waugh

No 4 Recd of D. Blakely Six Dollars money Collected by him for house Rent

Peoria Dec 11th 1849 Ann Carlisle

L 12512-5'47

No 5. Mrs Blakely

Sir please let Mrs Anderson have the Rent that is paid in and oblige me

Ann" Carlisle

Mrs Lord please. (Endorsed)
Rec'd of D. Blakely Five Dollars on the within order. $5.00
Peoria June 1st 1850 S" Anderson

No 6. Mrs Ann Carlisle

To A" Frank Dr

1 Double Shawl 6 50

Rec'd Payment of D. Blakely A" Frank" per Dix

No 7. Rec'd of D" Blakely Six Dollars money collected by him for House Rent for A. Carlisle
Peoria June 12th 1849 Ann" Carlisle

No 8. Rec'd of D" Blakely Six Dollars
Peoria June 6th 1851.

Ann" Carlisle

$10.00

No 9 Rec'd of D. Blakely Ten Dollars
Peoria Nov 18th 1850

Ann" Carlisle

No. 10 Recd of D. Blakely Ten Dollars money collected by him for house Rent
Peoria Dec 19th 1850 Ann. Carlisle

No. 11. D. Blakely

Sir 20 days after date please pay to N.N. Gennity or order the sum of Ten Dollars & forty cents out of any money you may collect for Thompson Carlisle & Oblige Yours
Peoria Oct 18th 1849 Ann. Carlisle

No 12. Had of D. Blakely Five Dollars Rents Collected by him from Thompson for T Carlisle
Peoria July 10th 1849 Ann. Carlisle

No 13. Recd of D. Blakely Twelve Dollars money collected by him for house Rent
Peoria May 28th 1850
$ 12,00 Ann. Carlisle

No 14. Recd of D. Blakely one Dollar money collected by him for house Rents
Peoria Sept 19th 1850 Ann Carlisle

No 15 Recd of D. Blakely Five Dollars money collected by him for house Rent
Peoria Sept 3rd 1850 Ann Carlisle

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No. 16. Recd of D. Blakely Five Dollars collected by him as house Rent
Peoria July 23rd 1850 Ann Carlisle

No. 17. Recd of D. Blakely Five Dollars
Peoria Feb 28th 1851
Ann Carlisle

And afterwards to wit on the twelfth day of August A D. there was filed in the office of the Clerk of said Circuit Court, by H. M. Wead, solicitor for complainant, a motion to suppress depositions, which is in words & figures following to wit:

motion to suppress depositions

Thompson Carlisle vs Henry Grove & al } In the Peoria C. C.
Before J. Gale Judge at Chambers
August 12, 1856

And now comes the said Complainant by Wead his solicitor & moves to suppress all the affidavits filed by defendant herein & also the deposition of Mrs Ann Carlisle for the following reasons,

1st. Because the affidavits are not legal evidence on the trial of the cause.

2. they are ex parte, are not in form, are not properly certified or taken & are illegal

3. The deposition of Mrs. Carlisle should be suppressed because she is the wife of complainant & cannot testify for or against him.

by Wead, Solicitor

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Deposition of George C. Bestor of Peoria in the County of Peoria and State of Illinois a Witness produced Sworn and examined before M.R. Owens a Justice of the Peace in and for the County of Peoria and State of Illinois on the 7th Day of June A.D. 1856 at the office George C. Bestor in the City of Peoria in said County in a suit depending in the Circuit Court of Peoria County and State of Illinois. Wherein Thompson Carlisle is Plaintiff and Henry Grove. John Comstock &tals are Defendents

George C. Bestor being duly Sworn Say I am acquainted with the parties to this Suit and about the Age of years and reside in the City of Peoria Illinois

State Whether you Sold to any person Lot Eleven (11) in Range two (2) in Wills addition to Peoria if so State When to Whom for What price from Whom did you get your pay State fully how you came to make said Sale and all that you done about procuring the Conveyance and all that you Know or done about it.

Ans I Sold the Lot Eleven (11) Range two (2) in Wills addition on the 18th Day of February 1852 for the Sum of Two hundred and fifty Dollars. I Received from Mrs Ann Carlisle Sixty Six 55/100 Dollars and about one hundred and Eighty Dollars from Thompson Carlisle I made a discount on the Notes to Carlisle I Was induced to Sell Said Lot to Mrs Carlisle on her Representation that her husband Was absent or Dead

[12512-56]

and had been for some time in California and he not having heard from him When Carlisle came Back he Shaved the notes with the understanding that I Should make the Deed to Mrs Ann Carlisle and I did So on the 25th Day of July A.D. 1853 I understood that Mrs Carlisle had built a house on the Lot before Carlisle returned home I afterwards found that James Dougherty and John Comstock had purchased and out Standing title against said Lot and I paid them as good as three Hundred Dollars for it and had them to make a title to Henry Grove in trust for Mrs Carlisle I done it for her Benefit and would not have done it if I had have thought the property would have been taken away from her by her husband the Lot When I Sold it on these terms Was Worth Three Hundred and fifty Dollars. Carlisle told me When I Shaved the Notes to Make the Deeds to Mrs Carlisle and I told Carlisle distinctly at the time that I would not make the Deed to him Without her Consent.—

Cross Examination by Plaintiffs Counsel

Int (1) By Whom Was the Sixty Six $\frac{35}{100}$ Dollars before refered to paid

Ans The money Was received for me by Hankinson as appears by the annexed Bond and Receipt Which is Made a part of the answers marked (A) Said Bond Was by Mistake attached to and Sealed up

With the Depositions taken on the part of the Plaintiff

M. R. Owen J. P.

Int (2) What price had you formely asked for said Lot before you sold it to Mrs Carlisle

Ans I have no recollection of having ever offered said Lot to any person or fixed and price thereon

Int (3) I traded a piece of Land to Daugherty and Cemslock for their title to said Lot Eleven for which I understood they realized two hundred Dollars

Geo. Beslor

State of Illinois } I M. R Owens a Justice of the
Peace of Said County do Certify
Peoria County } that the foregoing Deposition was taken by me at the time and place mentioned in the Caption thereof. that the said Witness was first duly Sworn by me and that the same was Carefully Read to said Witness and Signed by him Given under my hand and Seal this 28th Day of Jan 1856

M. R. Owens Esqr J. P.

Justice Fees for taking the above depositions $1.40
to be paid by Defts

12512-57

Proceedings in vacation after the May Term A.D. 1856
of the Circuit Court in and for Peoria County in the State
of Illinois in Chancery before the Honorable Jacob Gale
Judge of the Sixteenth Judicial Circuit in the State of
Illinois at his Chambers in the City of Peoria to Wit

Tuesday August 12th A.D. 1856.

Thompson Carlisle

vs.

Henry Grove
James Daugherty
John Comstock

This Day came the Complainant by N. M. Wead his Solicitor, and the Defendants by Henry Grove for himself and as Solicitor for his Codefendants and the Complainant moved to Suppress all the affidavits filed by Defendants herein and also the Deposition of Mrs Ann Carlisle for reasons on file in Consideration Whereof it is ordered by the Court that the Deposition of Ann Carlisle and the affidavits of George C. Bestor and Ann Carlisle on file in this Cause be Suppressed And now this Cause coming on for hearing on the bill answers replications depositions and Exhibits, was argued by Counsel and the Court not being Sufficiently advised took time to Consider

[12512-SB]

And thereupon afterwards to wit on the twelfth day of August the defendants filed in the office of the Clerk of the Circuit Court a bill of exceptions which is in the words and figures following to wit:

Bill of exceptions

State of Illinois } ss.
Peoria County }

In the Circuit Court of
Peoria County

Thompson Carlisle
vs
Henry Grove
James Daugherty
John Comstock

In Chancery

Be it Remembered that before this Cause was Called for trial the Complainant by H. M. Mead his Solicitor entered a motion to suppress & Set aside the affidavits filed in this Cause and also the deposition of Ann Carlisle filed by the defendants To Which motion the defendants objected but the Court ~~overruled~~ sustained said objection and suppressed the affidavits of George C. Bestor & Ann Carlisle And the deposition of Ann Carlisle Which affidavits and depositions Were in Words and figures following, Ann Carlisle being first duly Sworn on oath says that She is the Wife of the above named Thompson Carlisle and has now read to her the Bill filed in this Cause. She says that She Was married to Said Thompson Carlisle in the month of April A.D. 1847 and continued to reside and Cohabit With him until April A.D. 1849 at Which time Said Complainant left Peoria and Went to California Where he remained four years and returned in A.D. 1853 that Said Complainant at the time

[illegible]

he left for California left Deponent in the City of Reno Without means and took with him Six Dollars that Deponent had Earned at Deckers making Soap that at the time said Carlile left Reno Deponent was then Encente Within two Weeks of the time of her Confinement that at the time said Carlisle owned a house and lot in Reno Worth about 1000 $ & Which he rented to one Thompson at 6 $ per Month that during the four years said Carlile Was absent he remitted no money or means and Wrote no letters to deponent and during the Whole of said Period of four years he Sent no Word to Deponent She further States that after said Carlisle had been absent Some three years deponent Contracted With George Bestor to purchase the Lot mentioned in said Bill of Complaint that deponent Was to pay for said Lot two hundred and fifty Dollars of Which Deponent Was to pay fifty Dollars in one year and the Balance in four years that deponent deponent Succeeded in purchasing said Lot at a price below its real Value because said Bestor Wished to aid Deponent in Securing a home She further States that at the time She purchased said Lot She promised said Bestor to build a house on the Same and Bestor Extended the time of Payment in order to give deponent an opportunity to use her means to build a house. that about a year before said Carlisle returned to Reno deponent Contracted With John Waugh to build a house on the Same & to find all the materials & Except the plastering. the House Was to be one Story high & 28 feet long by 22 feet Wide & Waugh Was to have (250) two

hundred and fifty Dollars for building it - Waugh went on and completed it - by August - before Carlisle returned & deponent had all paid for before Carlisle returned Except seventy Dollars & deponent rented the building at Eight Dollars per month and Mr Waugh was to take the ballance due to him as the rent occured Deponent also Contracted with James F. Murdew to plaster said building at the sum of Fifty Dollars Which last mentioned Sum deponent paid out of her own savings deponent also paid Eighteen Dollars to pay for Cistern out of her own Earnings Deponent also paid with her own Earnings for all the fences on said Lot and Which cost about fifteen 105/ Dollars & Deponent also paid for the trees on said Lot And deponent States that during said four years that said Carlisle was absent She labored incessantly at ~~weaving~~ Sewing and doing house Work for families by Which means She earned the sums to pay most of the above items and after said Carlisle returned to Peoria he remained about Nine months and then again visited California Where he remained some Nine months and While said Carlisle was absent on said last trip to California Deponent with the proceeds of her Earnings teaching School and the Rent of said Buildings paid fifty Dollars to the Carpenters & Joiners Work of one of the said Kitchens & Carlisle on his return from said Second trip paid about 50$ for lumber for the same and said Carlisle since his last return and for the last Eleven months said Carlisle has received the Rents of said premises amounting

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to the sum of one Hundred and twelve Dollars and said Carlisle paid about one hundred Dollars for an additional Kitchen on said Lot Deponent further States that said Bester Conveyed said Lot to her with the full knowledge and Consent of said Thompson Carlisle at the time said Bester made said Conveyance said Bester agreed assured deponent that he would Stand beetween her and all Claims against said Lot Deponent further States that When She learned that Comstock & Daugherty held the title to said Lot She went to Mr Daugherty and told Daugherty he had better prosecute his Claim and have it Settled as Bester Would Stand between Deponent and all harm. Daugherty replied he did not like to prosecute a Woman but if it Was Carlisle he Would bring Suit at once But said Daugherty then told deponent that he Would Settle the Matter reasonable With Deponent and Would take one hundred Dollars from her for his Share but that he Would not take that amount from any man Deponent then Went to said Carlisle and told him What said Daugherty Would take for his interest in the Lot and said Carlisle then Said he Would not give two Hundred Cents for the Claims of said Comstock & Daugherty Deponent then Went to Bester and prevailed on him to Satisfy said Daugherty & Comstock for the lot and said Bester done So and at deponents Solicitation the Conveyance Was made to Henry Grove in trust for deponent. Deponent further States that that said Conveyance Was made to said Grove Wholly at the Solicitation of Deponent and Without the Solicitation or request of said Grove

Deponent further States that for the two months previous to Seperating from said Carlile She Was Greatly Straitened in the quality of food provided for deponent and on or about the 16th Day of June Deponent left said Carlisle because She Coued not live Safely and peacefully With him that on the Friday before deponent left Said Carlisle drove and Kept Said Deponent out of the House and on Sunday he repeated the Same act and on monday the same Each time using force and Violence and deponent Coued not longer Safely peacably live With him that Some Weeks after said Carlisle Committed an assault and battery upon the person of Deponent for Which he Was fined by J. M. Cunningham Police Magistrate deponent States that She did take from her house her personal Clothing a piece of Carpet and a pair of Curtains and a pair of Rocking Chairs a looking Glass and three Sheets Some Six pairs of pillar Cases two tables Cloths Some Six Towels and Some Soap a Watter pail and maybe Some other Small articles and deponent States that the Whole Value of the articles taken by her ~~Except~~ excepting the clothing the clothing did not exceed twenty Dollars She further States that most of the articles taken by her Were purchased by her With money Earned by herself She further States that said Carlisle is Worth a considerable amount of money over and above the premises in Controversy and that he has recently received Eighteen Hundred Dollars in money for property Sold and money loaned and She Knows of no Debts owed by him & that he has also recently received 1900$ Nine Hundred Dollars from California this Deposition of one Carlisle objected to in

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118 to to by Complainants Counsel for incompetency of Witness on account of interest - and being the party directly interested in the termination of this Suit - She further States that Said Carlisle Claimes to have Considerable property in California but the nature description or value of Said property Dependent Cannot - give She further States that She has no other means of Support than the lot conveyed to Said Grove that She is in poor health has no relation in this Vicinity and Said Carlisle refuses and neglects to provide for her necessary Wants She further States that if Said premises are taken from her She will be left wholly destitute and unprovided for and these foreinsights that before Said property is taken from her trustee Some provisions Should be made for maintainance and Support -

She further Says that although She has been encinte twice Since her Marriage With Said Carlisle and by him yet She had no Children born alive A Ann Carlisle

To Which decision of the Court Supposing Said affidavits and depositions the defendents then & there & at the time objected & Excepted & praying that their Bill of Except - ion might be Signed Sealed and made part of the record in this Cause Which is done accordingly

And afterwards to wit on the twelfth day of August A D. 1856. There was filed in the office of the Clerk of said Court a transcript from Jas. McCunningham Police magistrate, in the words & figures following to wit:

Transcript

City of Peoria

vs.

Thompson Carlisle

August 13. 1855. Complainant on Oath of Ann Carlisle charging the defendent with Committing an assault and Battery upon the person of her the said Ann Carlisle Warrant issued to Marshal Tash and returned Aug 14th 1855 Served by arresting the defendent and bringing him into Court. Same day defendent ready for trial Robert Fisher and Fabier Schmuck Were Sworn and examined as Witnesses and after hearing the Evidence it is adjudged that the said defendent is guilty as Charged and it is therefore ordered that he make his fine to said City in the Sum of Five Dollars and that he pay the Costs of prosecution Fine & Costs paid.

Fine $5.00
Costs 5.00

Jas M. Cunningham
Police Magistrate

State of Illinois
Peoria City & County } ss. I Jas M. Cunningham a Police Magistrate in & for the City of Peoria do hereby Certify that the foregoing is a true Copy of my docket in the above Stated Case Witness my hand and Seal this 9th Day of August 1856

Jas M. Cunningham
Police Magistrate

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120 120

Proceedings in Vacation after the May Term A.D. 1851 of the Circuit Court in and for Peoria County in the State of Illinois, in Chancery before the Honorable Jacob Gale Judge of the Sixteenth Judicial Circuit in the State of Illinois at his Chambers in the City of Peoria to Wit

Friday August 15th A.D. 1851

Thompson Carlisle

Vs.

Henry A. Grove
James Daugherty
John Comstock

And now on this Day the Court being fully advised, is of opinion that Ann Carlisle the Wife of the Complainant ought to be made a party to this Cause and do order this Cause to stand over to the first Monday of September next with leave to the Complainant to file an amended bile and make the said Ann Carlisle a party to this proceeding

And afterwards to wit on the 19th day of August A.D. 1851, the Complainant, by Wead his solicitor, filed his amended bill in this cause in the office of the Clerk of the Circuit Court of Peoria County, which is in the words and figures following to wit:

Thompson Carlisle
vs
Henry S. Grove
John Comstock
James Daugherty &
Ann Carlisle

In the Peoria C C
Sept T. 1856
In Chancery

Amended Bill

And now comes the said Complainant by leave of Court & files this his amended Bill. He repeats all the Statements & allegations & Charges in his original Bill and alleges further that Ann Carlisle the Wife of Complainant claims an interest in the premises described in said original Bill either by gift or purchase with her own money adverse to Complainants claim Wherefore he prays that said Ann Carlisle may be made a party defendent to this Bill & compelled to answer the same & also said original Bill fully & specifically but not under oath her oath being hereby Expressly Waived & that on a final hearing Complainant may have relief as is prayed for in his original bill

By Mead his Solicitor

Whereupon the clerk of said Circuit Court of Peoria County issued a Summons in said cause to the Sheriff of Peoria County, which is in the words & figures following to wit:

5/18/12-63

The People of the State of Illinois.

To the Sheriff of Peoria County— Greeting

We command you to Summon Ann Carlisle. if She may be found in your County. to appear before our Circuit-Court— on the first Day of the Term thereof. to be held at Peoria. Within and for the Said County of Peoria on the 3rd Monday of November Next. then and there in our Said Court. to answer the Matters and things Contained in a certain amended bill of Complaint exhibited against her in our Said Court on the Chancery Side thereof Wherein Thompson Carlisle is Complainant and Ann Carlisle is Defendant— for Conveyance of Land &c. and Make return of this Writ With an endorsement of the time and manner of Serving the Same. on or before the first day of the term of the Said Court to be held as aforesaid

Witness. James S. Barkman. Clerk of our Said Court and the Seal thereof. at Peoria this 26th Day of August in the Year of our Lord one thousand eight hundred and fifty Six James S. Barkman Clerk

Seal

Upon which the Sheriff of said County made his return in the words & figures following to wit:

Served on Ann Carlisle, by reading to her this Writ also by giving her a Copy of the Same October 4th 1856

D D. Irons Sheriff.
By A. R. Kidwell. Deputy

And afterwards to wit on the 1st day of September A D. 1856 an agreement was filed in the office of the Clerk of said Court by the parties to this cause as follows to wit:

Thompson Carlisle
vs
Henry S. Grove
John Comstock
James Dougherty &
Ann Carlisle

In the Peoria
C C Sept T
1856

In this Case Henry Grove appears in person for himself as Solicitor for Comstock & Daugherty & as the next friend & Solicitor for Ann Carlisle. and the following agreement is made The affidavit of Mrs Carlisle on file is to be taken & considered as her answer to the orignal Bill & Amended Bill in this Case the same as if made and not Sworn to. (16) it is to be treated as an answer not under oath— The Case is to be submitted upon the Bill answer proof & Exhibits. The depositions already filed in the Case are to be used & treated & Considered as if taken anew & the Case decided by the Court. The additional Evidence of John T. Lindsay may be taken in open Court & reduced to Writing by either party

H. M. Read for Compls—
H Grove Sol for defts

Proceedings in Chancery in the Circuit Court at a Special Term thereof begun and held at the Court House in the City of Peoria in and for the County of Peoria in the State of Illinois on the first monday in the

[12512-64]

month of September in the year of our Lord one thousand eight hundred and fifty Six. it being the first Day of the said Month. The Honorable Jacob Gale. Judge of the Sixteenth Judicial Circuit in the State of Illinois presiding to Wit

Tuesday September 2nd A.D. 1856.

Thompson Carlisle

Vs.

Henry Grove
James Daugherty
John Comstock

For conveyance of Land &c

It is ordered by the Court that this Cause be Set down for trial according to agreement on file

Thursday September 4th A.D. 1856

Thompson Carlisle

Vs.

Henry Grove
James Daugherty
John Comstock

For conveyance of land &c.

This Cause having come on for a hearing on the bill. answers and proofs. and the Court having Examined the Same. it is now ordered. adjudged and decreed that the said Henry Grove. make. Execute. acknowledge & deliver to Thos Carlisle within Sixty days. a Deed conveying the premises described in the bile viz. Lot Number Eleven in Range Number Two in Wills addition to Peoria in the County of Peoria & State of Illinois to him in fee Simple and that said

James Daugherty, John Comstock & Henry Grove be
forever barred of & from all claim to said premises by
virtue of the conveyances named in said Bill
And afterwards to wit on the 6th day of September
A D 1856 the Defendants filed in the Clerks office of said
Court, of Peoria County a motion in the words & figures
following to wit;

Thompson Carlisle
vs. In Peoria Co Circuit Court
Henry Grove
and others

The Defendants enter a Motion for
leave to file a Transcript from the Docket of J M.
Cunningham Police Magistrate as of August 12th 1856
as one of the proofs in this Cause.=By Grove. The
Sols"

Proceedings in Chancery, in the Circuit Court at a Spec-
ial Term thereof begun and held at the Court House
in the City of Peoria, in and for the County of Peoria
in the State of Illinois, on the first Monday in the
Month of September in the year of our Lord one thousand
eight hundred and fifty Six, it being the first day of
the said Month. The Honorable Jacob Gale, Judge of
the Sixteenth Judicial Circuit in the State of Illinois
presiding to Wit"

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Saturday September 6th A.D. 1856

Thompson Carlisle
vs
Henry Grove
James Daugherty
John Comstock

For Conveyance of Land &c

This Day this Cause Came on to be heard upon the Defendants Motion to file as of August 12th 1856. The Transcript from the Docket of James M. Cunningham Justice of the Peace in the case of the City of Peoria vs. Thompson Carlisle and on the hearing of the evidence in Support of said Motion it is ordered and decreed by the Court that said Transcript be filed in said Cause as of August 12, 1856. F

And afterwards to wit on the 6th day of September A.D. 1857, the was filed in the office of the Clerk of the Circuit Court of said Peoria County a bill of exceptions which is in the words and figures following to wit:

State of Illinois } In the Peoria County Circuit Court
Peoria County } September Term AD 1856

Thompson Carlisle
vs.
Henry Grove
James Daugherty
John Comstock
Ann Carlisle

In Chancery

F Thompson Carlisle vs Henry Grove, James Daugherty & John Comstock

Saturday September 6th A.D. 1856

This day came the defendant, Henry Grove, in person and prays an appeal in this cause to the Supreme Court of this State which is allowed on his filing an appeal bond in the office of the Clerk of this Court in twenty days in the penal sum of two hundred dollars with Aquilla Mayfield as surety and conditioned according to law.

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Bill of Exceptions

Be it Remembered that this cause was Set Down and came on for hearing at the present Term of Said Court upon the Bill and amended Bill Answers. Exhibits and proofs on file. agreement of Parties on file and Evidence on hearing. under Said agreement. Which agreement is in the Words and figure following to Wit.

Thompson Carlisle
vs.
Henry S Grove
John Comstock
James Dougherty
Ann Carlisle

In the Peoria C C Sept T. 1856

In this Cause Henry Grove appears in person for himself as Solicitor for Comstock & Daugherty & as the next friend & Solicitor for Ann Carlisle. and the following agreement is Made.

The affidavits of Mrs Carlisle on file is to be taken & Considered as her answer to the original Bill & amended Bill in this Case, the Same as if made and not Sworn to, & it is to be treated as an answer not under oath. The Case is to be Submitted upon the Bill answer Proof & Exhibits. The Depositions already filed in the Case are to be used & treated & Considered as if taken anew. & the Case decided decreed by the Court. The additional Evidence of John T. Lindsay may be taken in open Court & reduced to Writing by either Party.

H. M. Read for Compl
H Grove Sol for Defts

S 12512-66

15R

The Defendants on said hearing also offered in Evidence a Transcript from the dockets of John B. Warner a Justice of the Peace in the case of John Gingrich against Thompson Carlisle in the words and figures following to Wit.

Transcript of proceedings lately had before John B. Warner, Justice of the peace in and for the County of Peoria in the State of Illinois between John Gingrich plaintiff and Thompson Carlisle defendant on change of venue from Thomas Daugherty Justice of the Peace in & for said County of Peoria.

Copy of Summons

State of Illinois } You are hereby commanded to summon
Peoria County ss } Thompson Carlisle to appear before me at my office in Peoria on the 8th day of September 1855. at one o'clock P.M. to answer the complaint of John Gingrich for a failure to pay him a certain demand not exceeding $100 and here make due return as the law directs. Given under my hand and seal this 30 day of August A D 1855.

Thomas Daugherty J.P.

Endorsed John Gingrich vs. Thompson Carlisle

Demand $7.00

Cost. 56¼

Constables return: Served the within summons by reading the same to the within named Thompson Carlisle. Sept. 1st 1855

W. C. Law, Const. fees 33 cents.

John Gingrich
vs
Thompson Carlisle } Action of Assumpsit brought to cover seven dollars for boarding the defendants wife two weeks at $3.50 cents per week.

Amount demanded $7.00. August 30th 1855. Summons issued to W. C. Law, Const. returnable on the 8th day of September 1855, at one o'clock P. M. Summons returned Served by reading, this first day of Sept. 1855. fees 30 cents W. C. Law Constable. Sept. 4th at the request of the plaintiff issued 2 subpoenas for Nancy Albert, Delia Pratt, Esq. Grove Catharine Albert Rebecca Gumages, Azella Neal, Messrs Pelo and at the request of the defendant on the 5th day of Sept. 1855 issued 3 subpoenas for Peter Albert Michael Byne, Benjamin Sweany, Messrs Thompson, Mrs Moon, Misses Willson Sarah Willson Levi Willson James Martin Mrs Martin, Mary Heckler, John Dewolt, Thomas L. Davis, Michael Hughes Mr Pelo, Hugh Maginily, Durabd Billings, Wm. Albert. Subpoenas returned served on all of the above named witnesses by reading except Michael Byne, him not found this 8th day of Sept. 1855 my fees for services & mileage $4.50. W. C. Law, Constabel Sept. 8th 1855 one o'clock P. M. The parties present, the plaintiff asks for a continuance for want of a material witness that was subpoened but could not be found, the parties agree by consent to set the action for trial on Monday 7th inst. at 10 o'clock A. M. which was agreed to by both parties Sept. 10th 1855 this action removed from me on the affidavit of the defendant and I send this case to John B. Warner, a Justice of the Peace for trial and the suit is so ordered by the Court and the papers set to said John B. Warner J.P.

Justices fees: Daugherty.

Dock	$ 00. 12½ cts	6 subpoenas	1. 12½
Sum.	18¾	trans	.70
post pone.	12½	Certif.	.25
5 subpoenas	93¾		$ 3.45

Σ 12512-67

W. C. Laws fees on the within case

Served Summons	$ 30 cts
Strong & mileage 5 subpoenas	1.50
	$ 1.80

I Thomas Daugherty do hereby certify the above to be a true transcript of a suit entered on my docket and the proceedings had thereon and the papers therewith transmitted in the case. Given under my hand and seal this 31st day of September A D. 1855. Thomas Daugherty J P

John Gingrich vs Thompson Carlisle } Sept 15th 1855. The above transcript with the papers sent from Thomas Daugherty docket in Peoria by a change of venue to me John B. Warner, Justice of the Peace in and for said County to be tried on the 17th day of September 1855 at ten o'clock A M. September 17th 1855 the parties in the case both present. W. C. Law Const. made a return of the subpoenas and some of the witnesses on both sides not present and by consent of both parties this case was continued until the 22nd inst. 9 o'clock A M. the following witnesses in the case the plaintiff & defendants both subpoened for the case on the 22nd Inst. September 22nd 1855, day of trial both parties being present and ready for trial proceded. The plaintiffs witness called Henry Grove Mary Albert, Delia Pratt Catharine Albert Aron Oakford Janford Moon Eliza Dickenson Sarah Canady, Rebecca Cumages, Alisy Archbold, Mary Ann Heckler Nancy Albert. Defendants witnesses Denis Hall, Peter Albert Michael Byrne, Benj. Sweeney, R. Billings,

James Martin Mrs Thomas, Levi Wilson, Wm Albert Mrs. Moon; the above named witnesses sworn and examined by counsel of the parties. Johnson for plaintiff & Pratt & Easton for defendant and after hearing all the evidence in the case by both parties and points of law from the counsel, It is ordered and adjudged that plaintiff have a judgment against the said defendant for the sum of six dollars and cost of said suit.

Oct. 22nd 1853 to W. C. Law — Damage 6.00
Oct 25th Execution returned no property found — cost. 33.42 cents
John B. Warner J.P.

Justices fees J. B. W. of the within judgment 1858

docketg transcript	$ .50	W. C. Laws fees	
Continuance	12½	for serving subpoenas in	
12 subpoenas	2.25	the within case	$ 3.69
4 subpoenas	.75	Thomas Clarks fee	
oaths	1.00	for do	2.68½
Judgment	.25	J. Crose fees	.17
Execution	.25		$ 6.54½

The above is true account as charged on subpoenas
J. B. Warner.

The following witnesses claimed fees: Mary Ann Heckler, Eliza Deckins, Nancy Albert, Catharine Albert, Mrs. Moon, Mrs. Thompson, Celia Pratt, Alice Lockwood, Mr. Oakford claimed two days each at 50 cts per day amount $ 9.00

Peter Albert Ann Albert Benj. Sweany claimed three days each at 50 cts per 4.50

13.50

Σ 12512-69

State of Illinois } The People of the State of Illinois
Peoria County } To any Constable of said County Greeting
We command you that of the goods and chattels of Thompson
Carlisle in your County you make the sum of six dollars
and 00 cents debt & 33 dollars and 42 cents costs with
interest from the 22nd day of September 1855 when judgment
was rendered which John Gingrich lately recovered before me
in a certain plea against the said Thompson Carlisle and
hereof make return to me within seventy days from this date
Given under my hand and seal this 22nd day of October
185 John B. Warner J.P.

John Gingrich
vs
Thompson Carlisle
Judgt. $600
Debt. 33.42

Recd. the within execution Oct. 22nd 1855 at 11 o'clock
P.M. W. C. Law. — The within Execution returned
no property Oct. 25th 1855 fees 50 cents
W. C. Law, Const. Peoria County
Justice fees: 75 cents for transcript. John B. Warner J.P.

I John B. Warner, do hereby certify the within papers to
be a true copy of all the papers with the summons transcript
from Daugherty's docket, the judgment on my docket with
execution, and a copy of all the writs served by the different
officers and fees marked, which are truly copied from the files
and books of my office. Given under my hand and seal
this 24th day of December 1855
John B. Warner J.P.

The defendants also offered in evidence the certificate of

Jacob Gale, Clerk of the Circuit Court on the back of said transcript showing the filing of said transcript in his office in the words & figures following to wit:

"Filed in the office of the Clerk of the Circuit Court of Peoria County Illinois December 24th 1855

Jacob Gale, Clerk"

The defendants then offered in evidence an execution issued on said transcript and a fee bill and the Sheriffs return to said execution, which are in the words and figures following to wit;

"The People of the State of Illinois, to the Sheriff of Peoria County, Greeting: Whereas by the consideration of John B. Warner, a Justice of the Peace in and for the County of Peoria on the twenty second day of September in the year of our Lord one thousand eight hundred and fifty five John Gingrich recovered judgment against Thompson Carlisle for the sum of six dollars damages and thirty three dollars and forty two cents costs of suit as appears by the transcript of the said judgment, duly certified and filed in the office of the Clerk of the Circuit Court for said County on the twenty fourth day of December 1855. We therefore command you that of the goods and chattels, lands and tenements, of the said Thompson Carlisle you cause to be made the aforesaid sums of money, with the interest thereon at the rate of six per centum per annum, and also the further sum of three dollars and seventy cents, additional costs, and that you have the same ready as soon as may be, to render unto the said John Gingrich according to law.

$12512-69

Hereof fail not and make return of this writ with your doings ninety days after the date hereof. Witness Jacob Gale, Clerk of our said Court and the seal thereof at Peoria this twenty eighth day of December in the year of our Lord one thousand eight hundred and fifty five

Jacob Gale, Clerk

John Gingrich

vs on J.P. transcript

Thompson Carlisle

Costs of suit before J.P.	33.42
Accruing costs before J.P.	1.25
Clerks fees: filg & recordg. J.P. transcript 75. entg. final judgt on docket 25, issuing exon & filg 45. docketg do 10. entg ret. 10, bill of costs 30, cert & seal 35, entg satisf. judgt 15	2.45
	$37.12

State of Illinois
Peoria County } ss By virtue of this writ of fieri facias to me directed from the Clerk of the Circuit Court of Peoria County I did this twenty eighth day of December 1855, levy upon all the right title and interest of Thompson Carlisle in and to the following described real estate to wit: Lot number eleven (11) in Range number two (2) in the town (now City of Peoria as laid off by Benjamin Mills on fractional section number ten (10) in township number eight (8) north of the base line of range number eight (8) east of the fourth principal meridian in the County of Peoria and State of Illinois

David D. Irons
By A.R. Kidwell Deputy

And afterwards to wit on the twenty fourth day of January A D. 1856, I advertised the above described real estate for sale on the sixteenth day of February A D. 1856 at two o'clock P. M. of said day at the door of the Court house in the City of Peoria by putting up printed notices of said sale in three of the most public places in my County and afterwards to wit on the sixteenth day of February A D. 1856 I attended at the time and place of sale and offered the above described real estate for sale at public vendue whereupon John Gingrich bid the sum of forty six dollars and fifty seven cents for the whole of the above described real estate, which being the highest and best bid it was struck off and sold to him for that price and a certificate of purchase delivered to the purchaser and a duplicate copy of the same filed for record in the Recorders office of Peoria County.

David D. Irons Sheriff
By A. R. Kidwell Deputy.

to the introduction in evidence of said transcript, certificate execution, fee bill and return the complainant objected, on the ground that the evidence was irrelavent and immaterial and the Court sustained the objection and excluded the evidence to which decision of the Court sustaining said objection and excluding said transcript, certificate fee bill, execution, the defendants then and there excepted. The defendants then introduced one John T. Lindsay as a witness, who testified that after the judgment had been rendered by said John B. Warner Justice of Peace a ca. sa. was issued against said Thompson Carlisle thereon and that said Carlisle went before the County Court and obtained a discharge on some formal matter and

L 12512-10

Gingrich was thrown into a bill of costs of about twenty five dollars. This was all the evidence introduced on the trial of said cause. The Court then rendered the following decree.

Thursday September 4th 1856

Thompson Carlisle
vs
Henry Grove
James Daugherty
John Comstock
Ann Carlisle
} for conveyance of land &c

This case having come on for a hearing on the bill answers and proofs and the Court having examined the same; It is now ordered adjudged and decreed that the said Henry Grove make execute acknowledge & deliver to Ann Carlisle within sixty days a deed conveying the premises described in the bill viz: Lot number eleven in range numbered two in Mills addition to Peoria in the County of Peoria & State of Illinois to her in fee simple and that said James Daugherty John Comstock & Henry Grove be forever barred of & from all claim to said premises by virtue of the conveyance named in said Bill.

To which the defendants then and there objected and excepted and prayed that their bill of exceptions might be signed and sealed and made part of the record in this cause which is accordingly done.

Jacob Gale (Seal)

Upon which the defendants, on the ninth day of September A.D. 1856, filed an appeal bond in said cause which is in

137. the words & figures following to wit

Appeal Bond

Know all men by these presents that we Henry Grove and Aquilla Moffitt of the County of Peoria and State of Illinois are held and firmly bound unto Thompson Carlisle of the City of Peoria 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 and firmly by these presents. Witness our hands and seals this ninth day of September A.D. 1856. The condition of the above obligation is this that whereas the said Thompson Carlisle did at the Special Chancery Term of the Circuit Court of Peoria County, State of Illinois begun & held in the City of Peoria on the first day of September A.D. 1856, obtain a decree against the above bounden Henry Grove in a cause then pending and tried in said Court at said term, wherein Thompson Carlisle is complainant and the said Henry Grove, James Daugherty, John Comstock and Ann Carlisle are defendants, from which said decree the said Henry Grove has prayed an appeal to the Supreme Court of the State of Illinois, which was granted. Now if the said Henry Grove shall pay all costs, interest, judgments and damages in case the said decree shall be affirmed by the said Supreme Court and shall also duly prosecute ~~their~~ said appeal, then and in that case the above obligation to be void, otherwise to remain in full force and effect.

Henry Grove (Seal)

Aquila Moffatt (Seal)

[12512-71]

State of Illinois }
Peoria County } ss I, Enoch Sloan, clerk of the circuit court in and for the county and state aforesaid, do certify that the foregoing is a full and complete transcript of the records in the cause wherein, Thompson Carlisle is plaintiff and Henry Grove is defendant, as the same remains of record and on file in said office.

In witness whereof, I hereto set my hand and affix the ~~seal~~ seal of said court at Peoria, this 23d day of March A.D. 1857.

Enoch Sloan, clk

Henry Grove
vs.
Thompson Carlisle.

Filed April 24, 1857
W. LeCand
Clerk

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Henry Grove &al
vs
Thompson Carlisle &c
In the Supreme Court
April Term 1857

And now comes the said Pltff by Grove his Attorney & says that in the record & proceedings aforesaid & manifest Error hath intervened to his injury in this

1st The Court erred in rendering a Decree
2 The Bill should have been dismissed
3 The Decree should have been made for him
4 The Decree was not in accordance with the case made or prayer of the Bill

Wherefore he prays that said Decree may be set aside & ~~for naught held~~ a proper Decree entered ~~& for more remedies~~

By Grove his Attorney

And now comes the said defendant by Reed his Atty & says that in the Record proceedings & Decree aforesaid no such error as is alledged hath intervened & this he prays may be enquired of by the Court by

Reed his Attorney

Over

Henry Crone & al }
vs } In the Supreme Ct
Thompson Carlisle } April T. 1857

It having been agreed in this case that both parties may assign error in this case & that the case shall be submitted for final decision of the Court. Defendant now comes & says that in the Record & proceedings aforesaid manifest error hath intervened to his injury in this

1st Said Decree should have been in accordance with the prayer of the Bill

2° Said Decree should have been for Complainants

3° Said Decree is erroneous in giving the land to Mrs Carlisle

4. ~~In decreeing that~~ In decreeing that Mrs Carlisle should be a party

Wherefore he prays that said Decree may be reversed & the proper Decree entered. By Wood his Atty

And now comes the said Plff & says that no such error as is alledged hath intervened & this he prays may be enquired of by the Court By Genin Attorney

4-5-58-73

128

Grove vs Carlisle

Assgt. of Errors

Filed April 30. 1853

L. Leland

Clerk

Henry Grove & others
vs
Thompson Carlisle

In the Sup. Court
April T. 1857

Error to Peoria

Defendants Argument

H. McReed for Defts

In this case there is an agreement on file that each party may assign errors upon the Record & that the Court may enter "final judgment in the premises upon the whole record & upon the merits of the case as there presented, such judgment to be founded upon the law & evidence in the case"

The defendant in Error filed his Bill in the Peoria Circuit Court to compel the Plaintiff Grove to execute to him a Deed for a City Lot in Peoria for the reasons set forth in the Bill

The Plaintiff in Error filed his answer admitting substantially all the facts set forth in the Bill, & set up as a defence that Carlisle had abused his wife, & therefore Grove ought not to be compelled to

Σ10512-24

convey according to the prayer of the Bill

With the answer of Grace he filed ~~several~~ affidavits made by Rector & Mrs Carlisle ~~& others~~ & the deposition of Ann Carlisle

The Complainant below, Carlisle, moved to suppress said affidavits & deposition, which was done. See Record Page 110.

James Daugherty and John Comstock having some interest in the Lot ~~of~~ were made parties. They each filed an answer, ~~admitting~~ substantially the facts set forth but ~~claim~~ disclaiming all interest in the premises

Replications were filed to these answers & the cause set for hearing

The court decreed that Ann Carlisle ought to be made a party & ordered the cause to stand over until the first Monday in Sept with leave to make said Ann a party Record Page 120

Carlisle then filed an amended Bill repeating all the original charges & statements & showing that Ann Carlisle claimed an interest in the premises, named all of the upon her part & called upon her to answer the Bill Page 120.

Mrs Carlisle was made a party & then an agreement was made that her affidavit on file should be taken as her answer the same as if not sworn to & the case submitted upon the Bill answer proofs & exhibits P122

The Court heard the cause at the Sept T. 1856 & decreed that Grove should deed to Mrs Carlisle within sixty days & that he & Daugherty & Comstock should be barred of & from all claim to the premises Record Page 124.

Grove then prayed an appeal to the Supreme Court & filed his appeal Bond. The others did not appeal & are not made parties in this case.

[12512-95]

The Bill alledges that while he Carlisle was absent from Peoria in 1852 his wife made a contract with Geo C Bestor for the purchase of Lot 11. Range 2. in Mills addition to Peoria for the sum of $250 in payments, the last of which became due in 3 years from the date of purchase — She paid $50 in hand & in 1853, after his return, he Carlisle paid the balance less a small discount He paid 184 $

That his wife Ann wanted to receive the Deed from Bestor to which he agree & Bestor made a Deed with Covenants of Warranty, which deed is set out in the Record Page 12

That he soon after caused a dwelling house & fences & improvements to be made on the lot of the value of $1500, worth then $1800 & for several months past had rented to one Wilson & that he was & had been in possession for a year

That Bestor had not the title to said Lot when he conveyed it, but the Title was in Daugherty & Comstock & that Bestor in the month of July

last part purchased of them & paid them, in order to get the title & comply with his covenants of warranty to Mrs Carlisle

That Comstock & Daugherty were induced by Mrs Carlisle to convey said Lot to Henry Grove without his (Carlisle's) knowledge or consent, & against his will, in trust for his wife's sole & separate use & in case of her death intestate, to be conveyed to her heirs at Law. Page 6 & for other purposes set out in the deed

That Grove claimed to be the legal owner of the premises in trust for Carlisles wife & was about to bring ejectment against him

The Bill prays for an Injunction & conveyance.

The Answer of Grove admits
1st The purchase of the Lot by Mr Carlisle
2° The payment of the money by Carlisle
3 That Carlisle consented to have the Deed made to his wife
4. admits that Carlisle improved the Lot, but denies that the

L 12512-76

improvements were of the value of $1500
& whole amount did not exceed $750
5 admits that Carlisle rented to Wilson

6 admits the legal title was in
Comstock & Dougherty

7 admits that Baxter purchased
of them & paid them, but
denies that it was for the
purpose of foiling his Covenants
but merely from sympathy

8 Admits that Comstock & Dougherty
conveyed to him as set forth in
the Bill

9 admits that he claims the Lot
& intends to bring Ejectment

Thus every material & important
allegation in the Bill is admitted
& no proof was therefore needed to
sustain it

But the defence insisted on
is, that Mrs Carlisle earned a part
of the money by her own labour
& that Carlisle treated her badly
abused her &c

If these aperations were true, they constitute no defence to this action The parties were labouring people accustomed to hard work, & it was as much the duty of one as the other to work & earn money.

If he treated her badly, that is no defence to this action

This is not an application for Divorce, or for the enforcement of ante-nuptial rights, & of course no such questions could arise

If The Bill is filed to compel Grove to deed to Carlisle - In all this Mrs Carlisle was not a necessary party. When Carlisle gets the title Mrs Carlisle can commence her action to get the Lot & then the question of cruel treatment may arise

But neither the cruel treatment nor the aperation that Mrs Carlisle earned a portion of the money is proved.

Upon the cruel treatment the Complainant took no proof whatever

(over)

L 12212-77

Comstock & Daugherty filed their Answer admitting

1st That they owned the Lot

2 That they sold to Beeler

3. That they conveyed to Grove as set forth in the Bill

4. That the Deed was made to Grove at the request of Mrs Carlisle

5. They disclaim all interest in the premises.

But they insist that they sold the Lot for less than its value out of sympathy for Mrs Carlisle.

All this shows

1st That the Complainant is entitled to recover provided a good case is made in his Bill, for every material allegation therein contained is admitted.

2. The attempted defence, does not constitute a defence even if true

3. The defense is not proven, but it disproved by the evidence & as a matter of fact it is untrue

John O'Brien $70. Swears the Lot was worth $250 in 1852

Peter Albert $200 — ~~$200~~ $73

John Waugh $80. $200

Whole premises worth $1800

He built the main building

Mellinger built the addition

Waugh was paid for his work by Dennis Blakeley & also by Notes on Loomis & Moon.

in notes on Moon & Loomis

1st payment by Blakeley, $54. 80

2 Payment by Blakeley 115.00

3 Payment by Carlisle 80.00

Subsequent payments were all made by Mr Carlisle

Dennis Blakeley is the only witness who knows what provision Carlisle made for his wife while he was gone to California Page 86

12512-78

Blakeley (Page 86.) swears that he was Agent for Carlile while he was in California — That he Carlile had a House & Lot in Munson & Sandford Addition which was rented — also some notes for Collection He collected $288.30 of Rent & paid it over chiefly to Mrs Carlile

He told Mrs Carlile he had money for her & he always supplied her when she called & insisted on it

He made the first payment to Baker for the Lot — After the house was built on the Lot in controversy it was rented & he received the rent & called it Mrs Carliles. He also received the rent from the other house of Carliles & paid the workmen out of these funds He supplied Mrs Carlile with all the funds she needed

There is no proof that Mrs Carlile ever put a single dollar into the house on this Lot which she owned. This position is

blown sky high by the proof

The only remaining question is whether Carlisle is entitled to receive the title & to have a Decree to that effect

When he supposed Bex Lon had a title, he consented that the Deed should be made to his wife

If the title had been made to her, he would have had a life interest in the Lot, could receive the rents & at her death without children & moiety of the property would descend to him, or they have no children

The Deed to Grove deprives him of all this — Grove holds the Lot for the sole use & benefit of Mrs Carlisle, & at her death inevitable is to Deed to her heirs. This places the House & rents beyond his Carlisles control, & literally enables her to turn him out of doors.

[12512-79]

But the consent consent to have the Deed made to her, was simply a gift. When She got the Deed, She did not get a Title. Afterwards he changed his mind & refused to consummate the gift. He had a right to do so, and She could not in any action, compel him to Deed to her.

The Contract was without consideration & void

I therefore hold that the Complainant is clearly entitled to a Decree for the Lot—

Comstock & Daugherty disclaim & have not appealed.

~~H. McReed~~

~~for Appellee~~ Error

The defendant in Error has assigned Error upon the record & avers upon a Decree compelling Grove to Deed the Lot to him, & barring all claim of Comstock & Daugherty & dismissing the Bill without prejudice as to Mrs Carlisle

The Bill in this case also alledges that Mrs Carlisle had left the Complainant before the commencement of this suit, without any just cause & abandoned him without his consent & against his will and this is sustained by the proof taken by defendant in the Court below

No doubt a gift by a husband to his wife may be superseded in Equity, but the intendment must be clear & the act irrevocable
Mews vs Mews 21. English Law & Equity Rep 555
Mc Lean vs Longlands 5 Peters 78
Shepard vs Shepard 7. Paige Chy 57.

L. Was 12-30

The intention in this case was clear, but the act was not irrevocable Tho they both thought so at the time, but the deed was otherwise He had the power to revoke & he did revoke. He was not a trustee

After the deed from Beeton to her was made Mrs Carlisle abandoned & deserted her husband. He then refused to consummate the gift, which he had a right to do. Carlisle did not like any proof about her conduct, because in this case, his counsel thought that such him did not arise

Suppose instead of telling Beeton make a Deed to his wife Carlisle after buying the Lot, had given her a Bond for the conveyance of the Lot at a future day. Could she enforce a conveyance by virtue of the Bond?

And is she in a better condition in this case, than she would be with such a Bond? Clearly not. If she deserted him, or if for any

other course he saw fit to recall the gift before the title had passed he had a right to do so

We insist, that so far as Grace is concerned he cannot shield himself under Mrs Carlisle Her rights are not properly in the case, & the Bill ought to be dismissed as to her without prejudice. If she & her husband cannot agree, & he is really a Trustee, she can enforce her rights by a Bill filed for that express purpose, & then the question of ill treatment & desertion can be fairly & properly investigated

We insist upon a dismissal for the Lot

Stanley Reese
Sept 11 1851

[125?-81]

Henry Grove

vs

Thompson Carlisle

Defendants Argument

Filed May 1. 1857

J Leland

Clerk

Thompson Leathers
vs
Henry Grove & others

In the Supreme Court
March T A.D. 1857

On Appeal

In this case it is agreed that each party may assign Errors upon the record filed by the Plaintiffs in Error & the same shall be considered & decided by the Court the same as if both parties had filed a Record and assigned Errors thereon

And it is further agreed that the Supreme Court may enter final judgment in the premises upon the whole record and upon the merits of the case as there presented such judgment to be founded upon the law & evidence in the case

J. M. Mead for Defts in Error
H. Brown for Pffs Error

5125-12-92

125

Bartels
vs
Grow
Supreme Court
Agreement

Filed April 21. 1837
S Leland
Clerk

THOMPSON CARLISLE,
vs.
HENRY GROVE,
JOHN COMSTOCK,
JAMES DAUGHERTY,
ANN CARLISLE.

Appeal from Peoria.---In Chancery.

Grove
6 J&R 25—
15 Vermont 542
6 Wharton 576
2 John 206
2 Iredell 553
13 Maine 128
Story Eqt §1372
If he gets a conveyance he must make a suitable provision for the wife

1st Page of Record. July 25, 1855. Carlisle filed his Bill, vs. Grove, Comstock and Daugherty, setting forth, that, in 1852, while he was absent from Peoria, Mrs. Carlisle made a contract with Bestor, for Lot 11, in Mills Addition to Peoria, for $250, last payment to be made in three years; that she paid $50; that on Complainant's return in the Spring of 1853, he paid Bestor $183, and took deed in her name at her request, with covenants of warranty.

That after purchase of Bestor, complainant built dwelling house and fences of the value of $1,500, that lot improvements are now worth $1,800, complainant rented part to Wilson. That legal title was not in Bestor, but was in Daugherty and Comstock; that Bestor purchased of them to get rid of his covenants, and that at request of Mrs. Carlisle, and Grove, Comstock and Daugherty, conveyed to Grove in trust for complainant's wife. Trust deed set out that by virtue of said trust deed Grove claims to be legal owner in trust for complainant's wife, and without complainant's consent, threatens to bring ejectment. That by reason of such claim, complainant finds it difficult to rent for full value. That complainant is true owner in equity, that legal title ought to be vested in him, that neither Daugherty, Grove or Comstock have any just or equitable claim to said premises, BUT THE SAME BELONGS TO COMPLAINANT IN FEE.

2, 3 & 4 pages. Bill prays answer under oath, and that Grove convey to him and for injunction —allowed and summons issued July 25, 1855, same day injunction bond filed and injunction issued.

5, 6 and 7 pages of Record. Sept. 15, 1855, Grove filed his answer under oath. States his belief that in 1852, Ann Carlisle did purchase of Bestor for 250, and paid $50. That some three years prior to 1852, complainant left Peoria and emigrated to California, and left his wife in destitute circumstances, and wholly unprovided for. That after being three years absent without writing to his wife, and wholly failing to provide for her support. Ann contracted with Bestor for the lot and paid $50, earned by herself, Bestor sold at less than real value to provide her with a home.

8 page. That in 1852, complainant returned and applied to shave her note, as he wanted to secure the lot for Ann. That Bestor, at complainant's request, shaved the note and conveyed to Ann. Don't know whether complainant built houses and fences or not, but denies that they were worth $1,500. That he believes complainant built a kitchen and may have patched fences, but whole could not amount to half stated in said bill. That if complainant did so, he did it knowing it was her property, and with intention and expectation that it would enure to her. That complainant has already receveied in rent a large proportion of said expenses and improvements. That complainant rented to Wilson. That about time deed was executed to him, defendant saw Carlisle push and force his wife out of doors, and admits Bestor supposed he held legal title, but he was mistaken, and at the time Daugherty and Comstock held the legal title. That Bestor bought the same from Comstock and Daugherty and paid $200, but not for the purpose stated in the bill. Denies that deed was made to him at his urgent solicitation, — admits Comstock and Daugherty and wife executed trust deed to him, and supposed it was done at Ann's request.

9 page. That Bestor paid the $200 out of sympathy for Mrs. Carlisle. That Comstock and Daugherty sold and conveyed for less than its real value, with the view of aiding and befriending Mrs. Carlisle. That complainant applied to Daugherty and Comstock, but they refused to convey to him. That if complainant can now wrest said lot from Ann, he will perpetrate a wrong and fraud on Bestor, Comstock and Daugherty. Denies that Ann Carlisle deserted her husband, but that complainant drove her off. That since said deed was executed said complainant was fined for assaulting and beating her.

10 page. That complainant has other property amounting . That he sold one lot for $1,500. Admits that he claims to own said premises under said trust deed and subject to said trust. Admits that he intends to bring ejectment and would have done so, but for the injunction. Denies that complainant is true owner and insists that he (defendant,) is the owner and that Ann has no other property. That he accepted said trust in good faith, bonafide. That said Ann is sickly and needs a home, and that the rents and profits of said premises are not more than sufficient to supply her with necessaries. That complainant has in possession $2,700 cash, and has a claim in California, and if he succeeds in this case, he will have from $4,500 to $6,000. That Ann should have been made a party; that Ann insists on respondent executing the trust.

15 page. Sept. 15, 1855, Comstock and Daugherty answer under oath. That in June, 1855, they conveyed lot 11 to Grove in trust for Mrs. Carlisle. That complainant made a more advantageous offer, but they refused to accept, and refused to convey to him, and supposed they had a right to convey to whom they pleased, as the title was in them. That the lot

16 page. without improvements was worth $500. That they conveyed to Grove in trust, &c., for the nominal sum of $200, paid by Bestor out of sympathy for Mrs. Carlisle. That the deed was executed to Grove at Mrs. Carlisle's request, but Grove never spoke to them on the subject. They have now no interest in said premises, but desired that said Ann may hold

17 page. the premises as they intended she should when conveyance to Grove was executed At the time they conveyed to Grove, they believed they had a good title both at law and in equity, and believed they had a right to convey whether complainant consented or not.

18 Defendant filed affidavit of Ann Carlisle, stating she married Carlisle in April, 1847, and lived and cohabitated with him until April, 1849, at which time he left for California, and remained four years, and returned in 1853. That he left her *enciente* and without means. That she received no word or means from him during the four years. That before leaving he rented out his house at $6 per month. That after Carlisle had been absent three years she contracted with Bestor for the lot at a low price. That a year before Carlisle returned she contracted with Waugh to build a house and furnish materials, except plastering, for $300. Waugh finished the house in August before Carlisle returned, and she had all paid but

19 $70. She had rented the building at $8 per month, and Waugh was to take the balance in rent. She contracted with Murden to do the plastering at $50, which she paid, She paid $18 for a cistern and also for fencing. That she

20 earned the money sewing, weaving and doing house work for families. That after Carlisle returned he remained about nine months and again went to California, and while he was absent she built an additional kitchen, and on his second return he paid $50. Has since paid $100 for an additional kitchen, and has received $112 for rent. That Bestor conveyed to her with the full knowledge of complainant. Conveyance was made to Grove at her request, and insists upon Grove holding said premises in trust.

21 That for two months before she left, she was greatly stinted for food. That Carlisle drove her off, committed an assault and was fined.

22 That property taken by her did not exceed $20 in value. Carlisle recently received $1,800 for property sold, and $900 from California. That she has no other means, and if taken from her, some provision should be made for her support.

23 page. Geo. C. Bestor's affidavit. He sold lot in 1852 to Ann Carlisle at less than value to secure her a home. That on Carlisle's return he applied to deponent to shave outstanding notes and declared he wished to secure the lot to said Ann Carlisle, and deponent supposing he was aiding said Ann, consented to a shave.

25 page. That some time after he learned that Daugherty and Comstock held the title to said lot, and at the request of Ann, and solely to aid her. Deponent made a trade with Comstock and Daugherty, and procured a deed from them to Grove in trust for Ann. Deponent would not have sold said lot nor procured said conveyance if he had supposed complainant could take the same from Ann.

26 page. Nov. 25, 1855, complainant filed replications.

27 page. Depositions. D. Keighan knows parties and premises. Lathed a kitchen werth $10. Mrs. Carlisle paid me. Cross-examined was in June, 1854; Carlisle was absent.

29 Sarah Moon knows parties. Carlisle left 7 years ago; absent 4 years. Lett for California second time some 2 years ago; absent ten months. She seemed to be destitute of clothing. She had no home or clothing, and was within two weeks of being confined. He rented his house before he went away at $6, afterwards sold it for $1,600.

30 The rent was to be paid to Blakeley. She worked at Gray's and at Manfield's. She received no word from him while he was gone.

30 page. He did not treat her pleasantly. He sold his cow, chairs and bedstead before he left. He left her bed. Mrs. C. was

36 confined once before. See record, 43 page, cross-examined.

Copy. She only complained at his not writing. Never saw him strike her. She was at home when there was anything to do.

32 Carlisle told me after he came back, she need not work so hard, as he had enough.

53 James Murden did the plastering at a reduced price to aid Mrs. Carlisle, while he was gone to California. She paid me

34 page. $50. R Wyatt built fence and planted trees on lot during his absence. Mrs. C. paid me $12 for it.

35 Nancy Albert knows parties eight years. Lived with witness when first married. He was sometimes cross. She was

35 confined two weeks after he left for California. He left no means. She began on lot four or five years ago; front part of house was finished and people living in it when he came back. Heard her scream once. He came out with a broom stick. She was sick during first summer they were married. He was at home at night, but she was alone through the day. She needed help. Never knew Carlisle to get any clothing while they lived with me.

27 page, She always worked when she was well. Never saw him strike her; heard the stroke and her scream; heard him tell her

40 not to come in the house that night. Carlisle took off some of the furniture. He furnished one or two rooms when he came

41 back from California. When he returned the second time he bought her two dresses, one shawl, one silk apron and two

42 or three pairs of shoes.

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ncpn.
45 and 46 pages.
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53 Thomas Daugherty. Carlisle said if she would execute deed to Wilcox, he would buy a lot next to lot 11. She refused to make deed unless he would do so. He took acknowledgment of deed from Carlisle and her to Wilcox.

53 & 54 Mrs. Mellenger. When Carlisle came back from California the first time, she had house built, since then two kitchens had been built.

55 Sanford Moon. Before Carlisle left for California he owned a house and lot and rented it to Andrew Thompson. He

56 left D. Blakeley, the agency. He was gone first time four years. She worked hard while he was gone.

Cross-examined. Carlisle was a day laborer before he went to California.

56 page. William C. Loomis. While Carlisle was gone she built two cisterns. Mrs. C. paid me $15; Blakeley $3.

H. Mansfield. Mrs. Carlisle was at my house ten months while he was gone. Advised her to buy lot. Bestor sold to her at low price. Paid her $1 75 per week.

Catherine Albert. Lives on next lot. Saw parties in altercation in June, 1855. He knocked his fists together and

64 page. said she should not come in the house that night. She left, and staid at my sisters. The second time was about one week after. He had something in his hand, and ran after her to the cistern. He was in a passion. She then left.

65 Cross-examined. Did not see him strike her. She came once with a silk dress. She called him Paddy Carlisle.

66 Marcellus Clinton. Knows parties and premises. Mrs. K. employed me to build a kitchen. *She found materials.*—*She* paid me $25; material cost $90. Cross-examined. Believed she paid for materials.

67 Levi Wilson. Have lived in house since 14th of April, 1855; paid Carlisle $12 a month rent until June, 1855; from

68 that time until April, 1856. Since then I paid him $8 per month and boarded him. Cross-examined. He provided for her as far as I knew. I think if he had abused her I would have known it.

69 A. Bredner. Mrs. Carlisle bought lumber of witness; worth $50 or $60. Cross-examined, Carlisle paid me in money.

74 Complainant's deposition—Peter Albert. Knows lot; in 1852 was worth $200 cash down; property is now worth $1700. Waugh made main building. Carlisle went to California in 1849 or 1850, and returned in 1853; went second time in 1854, and returned in 1854 or 1855. Millinger built addition.

95 Cross-examined. Lot without improvements is now worth $700.

79 80 John Waugh. Knows lot. In 1852, lot worth $200. Lot and improvements are now worth $1,700 to $1,800. Witness built main building. Millinger built an addition and Clinton and McKeney the other. Was paid through Blakeley by some notes on Mr. Loomis and Moon of about $54 in 1852. In March, 1853, received second payment of Blakesley $115 in money and a note. Third payments were made by Carlisle, June 11, 1853. I receipted to Carlisle for $80 in full. Have since done some work in the house, and was paid $30 by Carlisle. Was to receive $250 for main building. Cross-examined. Contract was made with Mrs. Carlisle.

82 Fence built in 1852; main building same year; first addition in 1853; second in 1854.

84 and 85 Knows of no other property Mrs Carlisle has, if she had any other I should have known it.

86 Dennis Blakeley. Know parties. He went to California in 1849 and returned in 1853. He went back in 1854 and returned in same year. He left house and lot when he went first time and two demands amounting to $40. Witness was Carlisle's agent. I was to collect rents and pay two little bills, her physician's bills and expenses of her expected illness;

87 and my idea was that Mrs. Carlisle was to draw rents if she needed them. July 14, 1853, I settled with Carlisle and found I had collected $288 30, and about $21 after he returned. I paid $6 or $7 for repairs and the taxes on the place. Paid over balance on Mrs. Carlisle's order, except $2. Told Mrs. Carlisle I would let her have money. She always got money

88 when she insisted on it. Witness paid Bestor $66 66. These payments were made out of funds belonging to Mrs. Carlisle and Mrs. Carlisle. I received $63 of rents out of lot 11 in Mill's Addition. I rented one-half as her agent at $4 per month and one month at $3.

89 Cross-examined. My instructions from Carlisle were verbal. He said his wife expected to be sick, and I must pay Dr bill. I know of no other means she had of support,

90 I paid $5 or $6, but no physician's bills, nurse bills or board bills. I can't tell what she did with the money I paid Bestor $66 66, and had rents in my hands of both houses. I mean Carlisle's house and Mrs. Carlisle's house on lot 11, Mill's Addition. Paid Waugh $54 72, which I received from Mrs. Carlisle. I paid Waugh $115 I received from rents of

91 both houses and of Mrs. Carlisle. I had of her $35, beside $54 72, paid Waugh. October 29, 1852, I made another pay-

92 ment to Waugh, and think Carlisle paid me $10. I gave contract and receipt to Carlisle.

95 I know of no other means of support Mrs. Carlisle has except lot 11; I know of no provision he has made for her

96 support; I have frequently seen her during the past six months and think her clothing is not sufficient to protect her from the [illegible] mency of the weather.

97 Carlisle gave [illegible] special order what to do with rents of his house, other than paying two little bills and the expenses of her illness.

98 My conversation with Mrs. Carlisle about furnishing her with funds was not in consequence of a conversation

See page 100. I had with Mr. Carlisle. He told me to pay those bills, and said she would want no more money. She called on me for

101 money and I asked legal advice, and was told her receipts for rents would be good against him, and Carlisle allowed me the

102 amount. I received from Mrs. Carlisle a note on Loomis and Moon amounting to $54. Carlisle told me he had means

103 in California. Lot in 1852 was worth $300.

104 Thomas Dolan knows lot. In 1852 was $200; would have sold on time at $225.

105 Deposition of George C. Bestor. Sold lot 11 in Mills Addition to Mrs. Carlisle, Feb. 18, 1852 for $252; received from

106 99 Mrs. Carlisle $66 35 and $180 from Carlisle. I sold said lot to Mrs. Crrlisle on her representation that he was absent

For copies of Waugh contract and receipts. or dead. He came back and shaved the note with the understanding that I should convey to her. I afterwards found that

107 Comstock and Daugherty had purchased an outstanding title, and I paid them as good as $300. I would not have done

108 so if I had thought her husband would have got it away from her. The lot was worth $350; Carlisle told me to convey to her.

119 Transcript of case of City of Peoria vs. Carlisle.

120 August 15, 1856. On hearing the Court decide that Ann Carlisle was a proper party and plaintiff should amend.

121 August 19, 1856. Complainant filed amended bill, making Mrs. Carlisle a party and answer without oath.

123 Sept. 1, 1856. Stipulation filed Mrs. Carlisle's affidavit to be taken as her answer without oath. Case to be heard upon bill, answers proof and exhibits on file. The depositions already filed in the case are to be used as if taken anew. Lindsay to be examined in open Court.

124 Sept. 2, 1856, ordered case to be tried as per agreement on file. The Court made a decree directing Grove to convey to Mrs. Carlisle within 60 days.

120 128 Bill of Exception. Defendant offered in evidence transcript of Warner docket, which the Court excluded and defend-

129 and 130 ant excepted. Defendant then called J. T. Lindsay, who testified that Warner had issued a case and Carlisle went be-

131 123 fore Probate Judge and got off on some formal matter, and Gingrich was taxed with $25 costs. Defendants excepted to decree.

133 134 Grove prayed an appeal and filed bond Sept. 9, 1856. Grove assigns for Error.

1. That the Court erred in rendering a decree.
2. That the bill should have been dismissed.
3. That the decree should have been made for him.
4. That the decree was not in accordance with the case made in or prayer of the bill.

[illegible]

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Grove
v
Carelle

Abstract

Thomas Carlyle
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1857
1857