

12129

No. _____

Supreme Court of Illinois

Greenway, et al.

vs.

Thomas, et al.

71641  7

Edward M. Greenway
William S. Greenway -
John Henry Greenway &
Francis & Daniel partners
under the name & style of
Greenway Brothers & Co -
H

Charles G. Thomas
William A. Bradley
Daniel Mann &
Daniel A. Barrows

In the Supreme Court of
the State of Illinois, of
the June Term A.D. 1832 =

Bill in Chancery to set
aside a fraudulent assignment

And the said complainant
and plaintiffs in error
now come and say that in the
Record & proceedings aforesaid there is
error in this to wit: -

First, the Court erred in dismissing
the Bill in this case upon the demurrer
of Mann Bradley & Barrows -

Second the Court erred in
dismissing the Bill as to those of the
said defendants

Third the Court erred in not
overruling the demurrer of the de-
fendants Bradley Barrows & Mann

Fourth, The decree now made
in favor of the said Bradley Barrows
& Mann when by the laws of the land
it ought to have been given in favor of
the said complainants - Wherefore
the said complainants pray that they
may find and that the said ^{decree} judgment
may be reversed & that they may be restored
to all things which they have lost by reason
thereof -

By signing & shewing
their attorneys

Witness in Court

Blackwell
p. d.

State of Illinois
County Judicial Circuit
To Danvers County



Pleas in the Circuit Court
begun and held within and for the County, afore-
said on the fourth Monday in the Month
of November a d 1851 to wit the 24th day
of November a d 1851 before the Hon Benjamin
R Sheldon presiding judge of the Judicial
Circuit Illinois
C E Sanders Sheriff W H Bralley, clerk

Edmund M Greenway
William W T Greenway
John Henry Greenway &
Francis Haral partners
under the name & style
of Greenway Brothers & Co
vs

Complainants

Charles G Thomas
William H Bralley
Daniel Warren and
Daniel A Barrons

Filed in Chancery

Defendants

Be it remembered that
hereafter to wit on the third day of November
a d 1851 the Complainants by their Solicitor
filed in the office of the Clerk ^{of the circuit court} of Danvers
County, aforesaid their bond for costs in the
writs and figures following to wit

Bond for Costs

State of Illinois { In the J^r Court of said County
 of said County { set Current Court Nov term
 A D 1851

Edmund M Greenway et al, Plaintiffs {
 vs { In Chancery
 Charles Y Thomas et al, Defendants }

I do hereby enter myself
 Security for costs in this cause and acknowledge
 myself bound to pay or cause to be paid all costs
 which may accrue in this action either to the
 opposite party or to any of the officers of this court
 in pursuance of the laws of this State, dated
 Gallena this 3rd day of Nov A D 1851

Higgins & Strother (S)

Approved

W^m W Bradley Clerk J^r Court of said County, Current Court
 Endorsed filed 3rd Nov 1851
 W^m W Bradley, cl^k

And afterwards to wit on the same day to
 wit the 3rd day of November A D 1851 The
 said Complainants by their Solicitors said
 out of the office of the Clerk of said Current
 Court the People with of Subpoena in Chancery
 against the said Defendants which said
 writ is in the words and figures following
 to wit "

State of Illinois {
 of said County { ss

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

We Command you to Summon Charles G
Thomas William H Bradley Daniel Mann
Daniel A Barrows to appear before the
Circuit Court of h Danuap County at next
term to be holden at Galena on the 4th Monday
of Nov inst to answer Edmund M Greenway
William W T Greenway John Henry Greenway
and Francis Hannas parties under the
name & style of Greenway Brothers &c in a
Bile in Chancery. And have you then there
this writ. Witness William H Bradley clerk
of the Circuit Court of h Danuap County Illinois
at Galena this 3rd day of November A D 1851
E. Sanders Attest W^m H Bradley Clerk

which said writ was returned into the said
clerk's office by the said Sheriff with the
following endorsement thereon to wit:

Executed this writ by delivering a true and
certified copy thereof to the within named W^m
H Bradley on the 3^d to Daniel Mann on the 6th
to D A Barrows on the 7th day of November
A D 1851 and also by leaving a true & certified
copy thereof on Charles G Thomas at his usual
place of abode in the County of h Danuap
with Elizabeth Thomas wife of the said Charles
G Thomas being a white person & over the age
of ten years on the 14th day of November
A D 1851 C E Sanders Sheriff

Sheriff fees \$2.00

Mileage & Ret. 40
\$ 2.40

And afterwards to wit on the 3rd Day of
November A D 1851 The Complaints by their
Solicitors filed in the Said Clerk's office
of Said Circuit Court then Filed of Complaint
against the Said Defendants which said
File is in the words and figures following
to Wit.



State of Illinois } In the So (David) Circuit Court.
So (David) County } on the Equity side thereof, to the
November Term 1857

To the Hon. Benj. R. Sheldon, Judge of
the said Court and of the 14th Judicial Circuit, in
and for the State of Illinois, in Chancery sitting.

Complaining sheweth unto your
Honor, your orators Edward Greenway, William
T. Greenway, John Henry Greenway & Francis Har-
-rat, partners in trade doing business in the City
of New York, under the name and style of Green-
-way Bros. & Co, that heretofore, to wit, on the 7th day of
August A. D. 1850 at the City of New York aforesaid
one Charles G. Thomas, then a merchant of the City
of Galena State of Illinois, purchased a bill of
goods from your orators, and executed therefor his prom-
-issory note for the sum of thirty four hundred & twenty
seven & $\frac{25}{100}$ dollars, payable twelve months after the
date thereof, and dated of the said 7th day of August
1850, signed by the said Charles G. Thomas & payable
to your Orators, which said note is now due, and
wholly & entirely unpaid. And your Orators would
further shew, that on or about the 13th day of June
A. D. 1857, the said Charles G. Thomas, was largely
indebted to your Orators upon said note, and upon other
notes, not yet due, and to various other persons in vari-
-ous sums, amounting in all, as your orators have been
informed, and believe, to over forty thousand (40,000) dol-
-lars, and that on or about the time last aforesaid, he,
the said Charles G. Thomas was then in failing circum-
-stances & stopped payment and refused to pay any of
his creditors.

And the said Thomas being then in the possession
and the owner of a large ^{amount} of the property for which he

was so indebted, to wit, twenty thousand dollars of said property, made a fraudulent assignment thereof, to William H. Bradley, Daniel A. Barrows & Daniel Wann, by a certain instrument of assignment a copy whereof is herunto annexed & marked "A" and prayed to be taken as a part hereof, and to which your orator prays leave to refer, should it become necessary so to do.

And your orators further shew unto your Honor, that the said instrument of assignment was made and executed by the said Charles G. Thomas to the said William H. Bradley, Daniel A. Barrows and Daniel Wann, and was by them accepted, with a view to defraud, hinder and delay your orators, and the other creditors of the said Charles G. Thomas, in the collection of their claims and demands against the said Thomas.

And your orators further shew, and aver, that Daniel Wann, one of said assignees, appointed in and by said instrument of assignment, is now, and and was, at the time of the making of said assignment, and for several years previous thereto, had been notoriously insolvent, and that some time in A.D. 1846 or in A. 1847, the said Wann made an assignment, and assigned all his own property and effects to Frederick Stahl and Artemas L. Holmes assignees for the benefit of his creditors, and that the indebtedness of said Wann, as your orators are informed and believe, exceeded the value of the effects and assets so assigned, & all other property and assets of the said Wann more than twelve thousand dollars, and your orators further shew that, notwithstanding said insolvency, which was well known to all of said parties that in and by the terms of said instrument of assignment, so made by the said Thomas to the said Bradley, Barrows and Wann as aforesaid, it was

and is therein and thereby provided that the parties of the second part (the said William H. Bradley, Daniel A. Barrows and (Daniel Wann) their Executors & Administrators, shall not be liable, or accountable for more money or effects, than they shall receive, nor for any loss or damage that may happen thereto, except the same shall arise by or through their own wilful default, and that each shall be answerable for himself and not for the others.

Complainants further shew that the entire business in all of the matters under the said assignment, to said Bradley, Barrows and Wann, by said Thomas made, as aforesaid, is conducted and managed by the said (Daniel Wann, with the assistance of clerks, and as your Orators are informed & believe all of the money received for said assigned property, is received in the first instance into the hands of the said Daniel Wann, the said insolvent assignee, and by him is paid out, or retained. and that the said Wann, the insolvent assignee, is the actual & managing party in and about the said assigned property, and receives all or nearly all of the proceeds of said assigned property. That nearly all of the monies are received by said Wann, and your Orators are not aware that the said Bradley or Barrows have done any thing in or about the said assignment or in the management of said assigned property to make them or either of them personally liable in any manner. and your Orators state that they are informed and believe and so charge the fact to be that said Wann is transacting and managing the principal part of the ^{business} under the said assignment, and that the other assignees, William H. Bradley and Daniel A. Barrows have not made themselves liable to the creditors of said Thomas for

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the amount of said assigned property or any considerable portion thereof, nor has either of them all of which and as well the appointing of said Daniel Mann as assignee, as the provision exempting the said Bradley and Barrows from liability from any except their own acts your Orators insist as to them is fraudulent and void.

And your Orators further complaining shew unto your Honor that since the said assignment so made by the said Thomas to the said Bradley, Barrows and Mann, the said Daniel Mann has kept and retained the possession of the Store of goods & the claims and accounts assigned to Bradley, Barrows and Mann as aforesaid amounting to over twenty thousand dollars, and that he continues, and has ever since the said assignment continued in the possession thereof, selling the said stock as usual at retail for cash and on credit and employing clerks and paying Store Rent and other expenses and retailing out the goods in said Store, and your Orators further shew and aver, that all of said actings and doings, as to them are fraudulent and void and although the same are authorized by the said instrument of assignment, and although the said Mann is authorized by the said instrument of assignment so to do, your Orators insist that such provision or authority in said instrument of assignment, vitiates the same, and as to them renders it fraudulent and void.

And your Orators complaining further shew that in and by said instrument of assignment it is among other things therein & thereby provided that that the said Bradley, Barrows and Mann, as assignees as aforesaid, or the survivors or survivor of them, and the executors and Administrators of such survivor shall with all

reasonable and practicable speed, sell and dispose of such parts of said trust property, as are of a salable nature, either at public or private sale for cash, or on credit, and on such time, terms and quantities, as to them ~~shall~~ shall seem best for the advancement of the interest of the parties intended to be benefited, by said presents, which said provision and authority, in said instrument of assignment, your Orators insist & charge renders the said instrument of assignment, as to your Orators, fraudulent and void.

And your Orators further shew that immediately after the making of said assignment to the said Bradley, Barrows and Wann, he, the said Charles G. Thomas, privately left this State for the State of California, and that he the said Thomas has not returned to this State, and has continued to reside without the limits of the State of Illinois so that no judgment can be obtained against him in the said State of Illinois, with a view to hinder and delay his creditors, and with the fraudulent view and intention to prevent a judgment being obtained against him in the State of Illinois, and your Orators further say that said Thomas has gone to the State of California to reside permanently as they are informed and believe, and so charge the fact to be, and with the view of preventing any judgment being recovered or obtained within the State of Illinois.

And your Orators further aver and shew as they are informed and believe, that the said Daniel A. Barrows, William H. Bradley and Daniel Wann assignees as aforesaid, or one of them furnished the said Charles G. Thomas with monies to go to California, or that they, or one of them, at the time of the said said assignment so made by said Charles G.

Thomas to Bradley, Barrows and Wann, as aforesaid or before that time or after, furnished the said Thomas with monies sufficient to go to California, or that they, or one of them furnished said Thomas monies to go to California, the repayment of which was provided for in said assignment so made by said Thomas, as aforesaid. And your Orators charge that the said William H. Bradley furnished to said Thomas either by himself, or through some other person, sufficient monies to bear the expenses of said Thomas to California, or nearly enough, the precise amount of which is unknown to your Orators, and which your Orators charge, was paid, secured or provided for in said instrument of assignment and that a portion of the moneys secured to the said Bradley, by the said assignment, was for monies advanced or paid, either directly or indirectly, by said Bradley to said Thomas after the making of said assignment, or at the date thereof, or at, or about that time, which monies was so paid, as your Orators are informed and believe to enable the said Thomas to go to California or Oregon.

And your Orators further shew that the family of the said Thomas have ever since retained the possession of a part of the assigned property with the consent and permission of the said defendants and that his family have had the benefit of a portion of the assigned property, and that they have converted the same to their own use, as your Orators are informed & believed that they have sold, and otherwise disposed of a considerable portion of the same.

And your Orators charge, that there was not as much due to said Bradley (as they have been informed and believe) from the said Thomas at the time of said assignment, as is provided for and pretended in and by said instrument of assignment

and your Orators charge that a large amount of said indebtedness so pretended in said instrument of assignment to be due to said Bradley is feigned and fictitious, and that the notes which the said Bradley signed and indorsed, were for his own benefit, and that he received the money on account of such signing and endorsing & that he received large amounts of money from the said Thomas at various times, and that indorsements were made to enable said Thomas, to raise money to pay to said Bradley and said notes were also signed for that purpose, and that large amounts of money were received by said Bradley of the proceeds thereof, the precise amount of which is unknown to your orators, but which the said defendant Bradley is hereby required to set forth, in his answer hereto, at large, with all the items received by him since he sold the said Store of goods to the said Thomas; and all of the particulars of the account between said Bradley and said Thomas—

Your Orators further shew, that there is now a large amount of goods & property in the hands of said assignees Bradley, Barrows and Wann, which was conveyed and transferred to them by said fraudulent instrument of assignment so made by the said Charles G. Thomas as aforesaid—

And your Orators further shew, that on the second day of October A.D. 1851 for the purpose of obtaining satisfaction of their said note, for three thousand four hundred and twenty seven & $\frac{28}{100}$ dollars herein before described, your Orators sued out and obtained in due and regular form, an attachment for the said sum of money in said promissory note specified, which said attachment was issued out of the Circuit Court of St Davids County returnable to the November Term A.D. 1851 a copy of which said

attachment is herewith annexed, and prayed to be taken as part hereof, marked as exhibit B

And your Orators further shew that they caused the said writ of attachment to be delivered to the Sheriff of So (Davies) County, to be executed in due form of law and that they caused a direction for publication of the pendency of the said attachment suit to be made according to law.

Your Orators further shew, that prior to said assignment by said Thomas to said Bradley, Barrows and Wann, the said Thomas possessed and owned all the goods, chattels, rights, credits, effects, lands and tenements in said instrument of assignment, named, mentioned, described and referred to, but that since the date of said instrument, that the said William H. Bradley, (Daniel A. Barrows & Daniel Wann) claim to be the owners of said goods, chattels, rights, credits, effects, lands and tenements, in said instrument of assignment named, mentioned, described, and referred to, and that they claim the same by virtue and by force of the said fraudulent instrument of assignment, so fraudulently made to them the said Bradley, Barrows and Wann as aforesaid, by the said Charles G. Thomas, which said instrument of assignment was, and is, fraudulent and void as against your Orators, and other of the creditors of said Thomas

Your Orators further shew that the said Bradley, Barrows, and Wann nevertheless persist in their claim to said property which was so assigned to them ^{as} aforesaid, and that they thereby prevent the Sheriff having the said writ from levying the attachment issued against the goods and chattels, lands and tenements of the said Charles G. Thomas, and prevent the Sheriff from levying the said attachment

upon the said goods and chattels, lands & tenements so assigned as aforesaid, and that said Thomas keeps out of the Jurisdiction of the Courts of this State, so that no judgment can be obtained against him, and with the fraudulent view of preventing the recovery of any judgment against him, the said Thomas and with the view to hinder and delay his creditors in the collection of their just debts against him

Thus the said Daniel Wann, the insolvent assignee, is selling the goods and property so assigned as aforesaid by said Thomas, and receiving monies from the assigned property and effects for which the said Bradley and Barrows are not, nor are either of them accountable by the terms of said instrument of assignment, which provides that each of said assignees shall be liable for himself, and not for others.

And your Orators further shew, that they are fearful and believe, that unless the said assignees William B. Bradley, Daniel A. Barrows and Daniel Wann are restrained by injunction that they will sell all or the greater part of said goods, property and effects, so that your Orators demand will be in danger of being lost, long before your Orators can secure themselves by their attachment proceedings, or any equitable proceedings in aid thereof

And your orators further shew, that the said Thomas assigned all of his said property and effects to the said Bradley, Barrows and Wann as appears in and by said instrument of assignment, reference being thereunto had will more fully appear.

And your Orators charge that some proper person or persons ought to be appointed by this Hon. Court, to receive the rents and profits of said real estate so assigned as aforesaid, and also to receive and

take charge of all of said assigned property, rights credits and effects, in said instrument of assignment mentioned or referred to, and that the whole of the same ought to be brought into this Hon. Court for the benefit of your Orators, and for the safety and security of the said assigned property and effects -

And your Orators pray, that the said William H. Bradley, Daniel A. Barrow. Daniel Wann and Charles F. Thomas may be made defendants in this their bill of Complaint

Your Orators charge that the said instrument of assignment is fraudulent in law and absolutely void, and that the said Bradley, Barrows & Wann claim the said assigned effects and property, contrary to law, right, equity or good conscience. And your Orators well hoped that the said defendants would have applied the said assigned property and effects to the payment of the debt due to your Orators, as in Equity and good conscience they ought to have done. But now so it is, may it please your Honor, that the said defendants, combining and confederating together contriving how to wrong your Orators in the premises refuse to pay the same, alleging divers unfounded reasons, and pretences therefor, and refuse to permit the same to be seized to satisfy said debt of your Orators. All which actings and doings are contrary to Equity and good conscience, and tend to the manifest wrong and injury of your Orators in the premises. In tender consideration whereof, and for as much as your Orators can only have relief in a Court of Equity, where matters of this kind are properly cognizable and relivable. To the end therefore that the said defendants, & Each of them, may answer in the premises, upon their, and each of their respective corporal oaths according to the best

of their knowledge, remembrance, information and belief, to all and singular, the matters and things contained in this your Orators Bill of complaint contained, and that as fully and at large, paragraph by paragraph, as if the same were here again repeated, and they and each of them thereunto especially interrogated, & especially that the said William H. Bradley answer and set forth what amount of goods he sold to said Charles G. Thomas, and the time when, and all about the matter, whether it was in part and old stock of goods, and at what rate he sold them to said Thomas, whether at their cost to him, or at any & what advance thereon, whether he did not buy said old stock of goods at less, and how much less than their cost price, and what advance he got from said Thomas over said cost price. Whether said Thomas did not confess judgments to him, and ^{when and how many, and} when, and how, were the same paid - Give the time and amount of each payment thereon; state particularly the amount of all the monies received from said Thomas; the time when and all the items thereof; state whether said Thomas was indebted to you for any other matter or thing and when and what and all about the same; whether you received and what portion of the money received by said Thomas on discounting the notes and other papers, signed and endorsed by you and what amount you received of the monies borrowed by said Thomas from one S. S. Brown, and whether you paid, or gave to said Thomas any, and what monies after the first day of June A.D. 1857, and for what purpose; did you not know that he was then going to California, or Oregon, and did you not advise with him, or counsel with him the said Thomas

about going to California; State whether such monies
so advanced, or paid, was provided for in said assign-
-ment; State whether you did not pay him some mon-
-ey, after the making of said assignment, and if
you did not pay it to him in person, whether he did
not receive money from you either directly or in-
-directly after the making of said assignment, and
State whether said money was not in some way se-
-cured to you, or provided for in said assignment.
If said money was not paid to said Thomas after
said assignment, State whether it was not paid to
him at the time of making the same, or about
that time; State when was the last time you paid
said Thomas any money & how much you then
paid or gave to him. Did you procure any other
person to give him money, after, at, or about the
time of making said assignment; if so, how much
and when, and was it provided for in said assign-
-ment. Did you sign any note, or other instrum-
-ment of writing, either as surety, or otherwise to
enable said Thomas to raise money on the same
at or about the time of said assignment or after;
if so for what amount, when and what was done
with the proceeds of said instrument of writing,
and was the same either secured or provided for
in said instrument of assignment? And
your Orators pray, that the said Bradley, Barrows
and Wann may come to a just and fair ac-
-count touching the goods, chattels, monies, rights,
credits and effects, lands and tenements, received
from the said Thomas, under, or by virtue of said
instrument of assignment, as well as for all mon-
ies received by them, or either of them, and the
amount now on hand at the ^{time of} filing this Bill of
complaint. And your Orators further pray that

the said instrument of assignment, may be set
x 3529-10 aside as fraudulent and void, as against your Orators
and that the said Bradley, Barrows and Mann may be
decreed to pay unto your Orators the amount due them
for debt interest and costs, to be paid out of the assigned
property, which remained in the hands of the said as-
signees, Bradley, Barrows and Mann, at the time of
filing this bill, which they or either of them have ap-
propriated upon the debts owing to them by the said
Thomas assignor as aforesaid. And that your Orators
may have such other, or further relief in the premises
as the nature of this case may require, and as shall
be agreeable to Equity and good conscience -

May it please your Honor, the premises con-
sidered to grant unto your Orators, the People's writ
of Injunction to be issued out of, and under the seal of
this Hon. Court to be directed to the said William H.
Bradley, Daniel A. Barrows and Daniel Mann, to them
and each of their attorneys, clerks, agents, servants,
assignees or trustees, enjoining and restraining them and
each of them, from assigning, transferring, selling or
making any other disposition of the real Estate, goods,
chattels, rights, credits or effects, or any of them, or the
proceeds thereof, which had been assigned to them by
the said Charles G. Thomas as aforesaid, and also
restraining them from in any manner intermedd-
ling with said assigned property until the further
order of this Hon. Court.

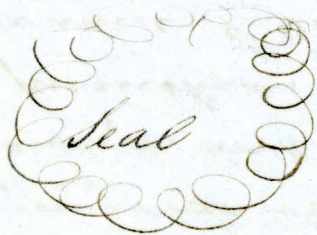
May it also please you Honor, the premises
being considered, to grant unto your Orators the
People's writ of subpoena to be issued out of and
under the seal of this Hon. Court, to be directed to
the said William H. Bradley, Daniel A. Barrows
Daniel Mann & Charles G. Thomas, therein and thereby
commanding them and each of them on a certain

day therein specified, personally to be and appear your Honor in this Hon. Court, and to answer all and singular the premises, and further to stand to, abide by and perform such order, direction and decree in the premises, as shall be made therein. And your Orators as in duty bound &c.

Edw. M. Greenway
Wm. W. J. Greenway
John Henry Greenway
Francis Harrae

State of New York
New York City County ss Be it remembered,
that on this Twenty second day of October in the year of our Lord one thousand eight hundred and fifty one, before me, Joseph C. Lawrence a Commissioner residing in said County, duly appointed and commissioned, by the Governor of the State of Illinois, to take the acknowledgement and proof of the execution of Deeds, and other instruments of writing under seal, to be used or recorded in said State of Illinois; also to administer Oaths, take and certify depositions, personally appeared Edward M. Greenway, William W. J. Greenway, John Henry Greenway and Francis Harrae comprising the firm of Greenway, Brothers & Co, who being by me duly sworn, did depose and say that they have read the annexed bill of Complaint by them subscribed and that they know the contents thereof that the same are true, of their own knowledge, except as to those matters which are therein stated to be upon their information or belief, and as to those matters they believe to be true.

In witness whereof, I have
hereunto set ^{my} hand and affixed



my official seal as Commissioner of the said State of Illinois, at my Office in the County of New York and State aforesaid, this 22^d day of October A.D. 1857

Joseph C. Lawrence
Commissioner of the State
of Illinois for the County
of New York

The defendants will take notice, that upon the foregoing bill of complaint, a motion will be made on the first day of the next Term of the Circuit Court of So. Davie's County, or as soon thereafter as Counsel can be heard, that a Receiver be appointed to receive all of the assigned property, money, effects, rights, credits, rents, issues and profits, and all other of said property or effects conveyed or transferred by said assignment, and with the usual power of Receiver in like cases. That the above named defendants, Bradley, Barrows and Mann, be directed to assign transfer and deliver to the said Receiver, on oath, under the direction of this Hon. Court, all the property, money, effects or other thing or things whatsoever in said assignment named, or referred to, with all the Books and papers relating thereto, and the evidences thereof.

That the above named assignees appear before said Court or one of the masters thereof, as directed by said Court, from time to time, and produce such books and papers, and submit to such examination as the said Court or master shall direct, in relation to said assigned property, and that the complainants be at liberty to examine witnesses before said Court or master in relation thereto, and to the other matters

charged in the said bill of complaint & not admitted by said defendant, and for such other or further order in the premises as to the said Court shall seem just;
(Dated Galena

To

Charles G. Thomas
William H. Bradley
Daniel A. Barrows
Daniel Wann

This indenture made and entered into this thirtieth day of June A.D. one thousand eight hundred and fifty one by and between Charles G. Thomas of the County of St. Davids and State of Illinois, of the first part, and Daniel A. Barrows, William H. Bradley and Daniel Wann, of the same County and State of the second part and the several persons, creditors, indorsers, guarantors or sureties of the said party of the first part, who have executed or shall hereafter execute or assent or accede to these presents, or the provisions in their behalf in these presents inserted, within sixty days from the date hereof, of the third part.

Witnesseth, that whereas the said Charles G. Thomas is indebted unto William H. Bradley, Daniel A. Barrows, Bolton F. Strother, Bushrod B. Howard, and divers other persons herein after mentioned and referred to, for moneys loaned, paid and advanced to his use, and for goods wares and merchandize sold and delivered and for work and labor done & materials for the same furnished. And whereas the said William H. Bradley, Daniel A. Barrows, Orin Smith and Daniel Wann are sureties to divers persons in divers large amounts for the said Charles G. Thomas, and for the faithful performance by him of divers contracts, promises and assumptions-

Now therefore in consideration of the premises and also for the consideration and purpose, herein contained, and the sum of ten dollars to the party of the first part in hand paid by the parties of the second part (the receipt whereof is hereby acknowledged) the said party of the first part hath granted, bargained, sold, conveyed, assigned, transferred and set over, and by these presents does grant, bargain, sell, convey, assign, transfer and set over unto the said parties of the second part, and then assigns, all the stock in trade, goods wares and merchandize of the said party of the first part, now in a certain store on Main Street in the City of Galena County of Jo Daviess and State of Illinois, in the brick store room owned by George Harman, together ~~with~~ all the fixtures and furniture of said store, and all the books of account, papers and instruments of writing therein and thereto belonging - And also all the goods and chattels, wares, merchandize debts choses in action, lands & tenements, and all growing crops, and all other property and effects of every name, nature and description, belonging in whole or in part, in law or in Equity, to the said party of the first part, Excepting such property as is by law exempt from levy and sale, a schedule of the property herein and hereby conveyed to be made with all convenient speed, and annexed hereto, and for further and better assurance, the the lands and tenements of the party of the first part are conveyed to the parties of the second part, by the said Charles G. Thomas and his wife Elizabeth by deeds bearing even date herewith, and made subject to the trust, uses and purposes herein declared and set forth, by which said deeds, the right title and interest, of the party of the first part, in and to, said lands and tenements, are more particularly

set forth and described. To have and to hold all and singular, the premises herein assigned, or otherwise assured, or intended so to be, to the said parties of the second part, and to the survivors and survivor of them, and the executors or administrators of such survivor, to their use and behoof forever. But upon trust that the said parties of the second part, or the survivors or survivor of them, and the executors and administrators of such survivor, shall with all reasonable and practicable speed, sell and dispose of such parts of said trust property, as are of a saleable nature, either at public or private sale, for cash or on credit, and on such time, terms and quantities, as to them shall seem best for the advancement of the interest of the parties intended to be benefited by these presents, and shall use their best endeavors to obtain, recover, and receive such parts of the same as consist of debts, choses in action or other outstanding interests into their hands or possessions and forthwith, after deducting and retaining all such costs, charges, damages, expenses, and disbursements, as shall be sustained, incurred or reasonably due on, for, or in relation to the execution of the trust hereof and all other costs, charges and expenses incident thereto - then in trust, that they the said parties of the second part, and the survivors and survivor of them and the executors and administrators of such survivor do, and shall apply the residue of said proceeds and trust fund, to debts and liabilities of the first class as follows, to wit,

To James H. Sampson about one thousand and twenty	
" five dollars	\$ 1025.00
" Bolton F. Strother about nine hundred dollars	900.00
" Frederick Stahl and A. L. Holmes assignees of Winters, Jordan & Wann nine hundred	

" and forty seven dollars \$ 947.00
 " William Hinckley four hundred & sixty five dollars 465.00
 " Joseph P. Hoge about three hundred dollars & interest 300.00
 " Benjamin R. Sheldon about six hundred & thirty dollars 630.00
 " John Gurley about three hundred & five dollars 305.00
 " N. Corwith &c. about fourteen hundred dollars 1400.00
 " James Carter &c. about seven hundred & twenty five dollars 725.00
 " M. P. Silverburg four hundred & thirty dollars 430.00
 " Trustees of Schools of Township N^o 26. North, Range
 " N^o 2 East, about one hundred and twenty five dollars 125.00
 " James Robinson about two hundred & twenty dollars 220.00
 " Jacob Dorey about one hundred & seventy five dollars 175.00
 " G. Stanislosky two hundred & fifty dollars — 250.00

all of which foregoing debts are just and proper claims
 against the said Charles G. Thomas and upon all of
 which, ^{the said William H. Bradley is surety for said Thomas,} the said William H. Bradley, having become
 liable for the same, for the accommodation of said
 Thomas—

And also to pay said William H. Bradley all sums
 which he, as surety for said Charles G. Thomas, has
 paid and advanced, now estimated at about seven
 hundred dollars \$ 700.00

And also to pay said William H. Bradley all
 sums of money, claims and demands, which he
 rightfully has against said Thomas, now estimated
 at about two hundred dollars. And also to save, keep
 harmless, and indemnify the said William H. Brad-
 ley from and against, all liabilities, debts, claims
 damages, costs and expenses, incurred, or which may
 be incurred, become due, or accrue, from said
 William H. Bradley, by reason of his having signed
 executed or entered into any and all bonds, bills,
 notes, or instruments of writing for the benefit, or
 accommodation of said Charles G. Thomas, whether
 herein recited or not, and whether said Bradley

be the sole party therein or not, and whether sole surety, or joint surety with any other, or others; or whether acceptor, indorser, guarantor or otherwise; the whole indebtedness to said Bradley, and his liabilities as aforesaid now being estimated at about ten thousand dollars \$10,000—

And also to pay A. Corwith & Co. about the sum of one thousand dollars 1000

to Benjamin R. Sheldon about three hundred & fifty dollars 350—

" Joseph P. Hoge about three hundred dollars 300.

" Matthew Funston—four hundred dollars— 400—

" James Carter & Co. — eleven hundred dollars 1100

all of which said last named sums to said A. Corwith & Co., Benjamin R. Sheldon, Joseph P. Hoge, Matthew Funston, and James Carter & Co. are the just and proper claims, debts, and demands of said last named persons against said Charles G. Thomas, and for and upon all of which, the said Daniel A. Barrows is a surety or accommodation acceptor for said Charles G. Thomas, the said Daniel A. Barrows and William H. Bradley being joint acceptors of said indebtedness to James Carter & Co. for the sole accommodation of said Charles G. Thomas. And also to pay to said Daniel A. Barrows all

sums which he as surety, or accommodation acceptor has paid and advanced for said Charles G. Thomas now estimated at about two hundred dollars \$200.00

And also to pay to said Daniel A. Barrows all sum or sums of money, claims and demands which he rightfully has against said Thomas estimated at about ^{or near} one hundred dollars \$100.

And also to save, keep harmless, and indemnify the said Daniel A. Barrows, from and against all liabilities, debts, claims, and demands, damages, costs and expenses incurred, or which may

be incurred, become due, or accrue from said Daniel A. Barrows, by reason of his having become surety or accommodation acceptor for said Charles G. Thomas, or by reason of his having signed executed, or entered into any and all bonds, bills, notes or other instrument of writing, for the benefit or accommodation of said Charles G. Thomas whether herein recited or not, and whether said Barrows be the ^{sole party thereon or not, and whether} sole surety or joint surety with any other or others, or whether acceptor, endorser, guarantor or otherwise. The whole indebtedness to said Barrows and his liabilities as aforesaid, now being estimated at about three thousand dollars \$3000.00

And also to pay Bolton & Strother about the sum of five hundred and thirty five dollars \$535 for which he has a judgment against the said Charles G. Thomas, upon which there is an execution in the hands of the Sheriff of St. Davids County and State of Illinois—

And also to pay to Alfred Edwards & Co. of New York the sum of about one hundred and ninety nine dollars, due in about eight months— \$199.00

And to pay an indebtedness of said Charles G. Thomas to Messrs Carleton & Co. of the City of New York, amounting to about eight hundred and eight dollars \$808.00 due in about seven, eight and nine months, equal installments

And also to pay to Greenway & Brothers of the City of New York, an indebtedness of said Charles G. Thomas to them, amounting to about the sum of five hundred and forty seven dollars & thirty nine cents \$547.39 payable in about twelve months from this time

And also to pay to John Dean an indebtedness due from said Thomas, amounting to about the sum of
forty four dollars \$44.00

And also to Charles Faris an indebtedness due him from said Thomas of twenty dollars \$20.00

And also to Daniel Wann, an indebtedness, due him from said Thomas of two hundred and twelve dollars \$212.00
the said sums to said (Dean, Wann and Faris, being respectively due them for wages & clerk hire, and services rendered in and about said store of said Thomas—

And also to pay to M. F. Silverburg a certain draft drawn by Daniel Wann on said Charles G. Thomas and by the latter accepted amounting to about three hundred and forty dollars \$340.00

And also to pay N. Corwith & Co. the sum of about three hundred and fifty dollars \$350.00
being for money borrowed by said Charles G. Thomas

And also to pay to James Carter & Co. the sum of about five hundred and four dollars \$504.00
being money borrowed by said Thomas to apply in payment of Messrs. Carleton and Bridges notes

And also to pay to John Garner the sum of three hundred and sixty five dollars, being for the balance remaining due, on two judgment notes, of five hundred dollars each, given by said Thomas to said Garner—

And also to pay to George Harrman a certain promissory note, made and delivered by said Charles G. Thomas to said Harrman for about the sum of three hundred dollars \$300.00, And also to pay to George Harrman the sum of one hundred dollars \$100. for rent now due on the store room occupied by said Thomas—

All of which claims, debts, demands and liabilities, herein before recited commencing

with the name of said James H. Sampson, shall constitute the first class, and shall be paid pari passu, and without any preference, or priority among each other, but shall be entitled to be fully paid before any of the funds arising from the property rights choses in action &c., by these presents assigned, shall be applied to the payment of any of the debts hereinafter recited, or constituting any subsequent class, and should there not be sufficient to pay and satisfy in full all of the foregoing persons and debts constituting the said first class; then the said proceeds and trust fund to be applied to the payment of the said first class, to the persons therein mentioned, ratably and in proportion to the amount due to each of them respectively without any preference or priority, among said persons, named in said first class except that of the said Barrows or Bradley should be compelled to pay any of the debts, for which they are liable as herein set forth, then they shall become substituted for the parties, to whom such payments shall be made as to said payments

And upon the payment and satisfaction in full of all the said debts, claims, demands and liabilities, aforesaid, constituting the said first class, then the said parties of the second part and the survivors and survivor of them, and the administrator and executor of such survivor, do, and shall apply the residue of said proceeds and trust fund, to the following debts and liabilities, to constitute the second class as follows, to wit:
To Joseph P. Hoge in about the sum of six hundred dollars

Frederick Stahl three hundred dollars \$600. 00
300. 00
which are due from said Charles G. Thomas as his own proper debt, and upon which Orin Smith is surety- And also, ^{to save,} keep harmless, and indemnify

the said Orrin Smith from and against all liabilities claims, damages, costs and expenses incurred, or which may be by him incurred become due, or accrue from said Orrin Smith to any and all persons by reason of his having become surety, or accommodation acceptor, for said Charles G. Thomas whether herein recited or not, and whether as indorser, acceptor, guarantor or otherwise. The whole of the liabilities of said Smith being now estimated at about nine hundred dollars \$900.00

And to pay D. C. Hyde & Co. of the City of New York the sum of about one hundred and twenty five dollars for money borrowed of them by said Charles G. Thomas \$125.00

To Benjamin R. Sheldon about the sum of three hundred dollars \$300.00

being the same for which Eli A. Collins is surety

And to James Carter & Co. about two hundred dollars \$200.00

Edward Moss two hundred dollars \$200.00

which said indebtedness to said James Carter & Co. and said Edward Moss is the indebtedness of said Charles G. Thomas, and the same for which, Charles R. Perkins is surety. And also to save, indemnify and keep harmless, the said Eli A. Collins and Charles R. Perkins, from any and all of the indebtedness aforesaid for which they are respectively sureties and from all costs, damages and expenses incurred or that may be incurred by said Perkins or Collins by reason of their or either of them having become such surety as aforesaid. The liability of said Perkins as such surety being estimated at about four hundred dollars \$400.00 And the liability of said Collins being estimated at about three hundred dollars \$300.00

And W. & S. Ryan of Galena about the sum of about one hundred and sixty five dollars \$165.00 being for

money loaned the said Thomas by said Regan
To Edward ^{of my island} fifty dollars for money lent \$50.00
" William P. Millard about one hundred & fifty dollars \$150.00
" Joshua Brooks debts of about one hundred & twenty dollars \$120.00
" Marble & Blish, borrowed money about three hundred
dollars \$300.00

" Horatio Newhall borrowed money forty five dollars \$45.00

Which said indebtedness heretofore recited, as consti-
-tuting said second class, being the proper and in-
-dividual indebtedness of said Charles G. Thomas.
and the said parties and persons, and the debts and
liabilities to and of them respectively set forth and re-
-cited in said second class shall stand upon an
equal footing, and be paid pari passu and rateably
and in proportion to the amount of said debts and
liabilities, without any preference or priority among
said persons, constituting the said second class
except that if the said Smith, Collins or Perkins shall
be compelled to pay any of the debts for which they are
respectively liable as herein before set forth, then they or
either of them, shall respectively become substituted
for parties to whom they shall be compelled to make
such payments as to said payments

And upon the payment in full and satisfaction
of all of the said debts, claims, demands liabilities
as aforesaid, named in, and constituting the said
second class, then the said parties of the second part
and the survivors and survivor of them, and ^{the} executor
and administrator of such survivor shall apply the res-
-idue of said proceeds and trust fund to the payment
of the following debts and liabilities, to constitute the
third class of creditors of said Charles G. Thomas as
follows, to wit;

To Greenway Brothers & Co. three thousand four hundred

an twenty seven $\frac{28}{100}$ dollars

\$3427.28

To Compton & Turner seven hundred & seventy two $\frac{36}{100}$ dollars	\$772.31
" Perkins Warren & Co three hundred & twelve $\frac{92}{100}$ dollars	312.92
" Church Swan & Co three hundred & seventy two $\frac{21}{100}$ dollars	372.21
" Clark & North six hundred & sixty five dollars	665.00
" Conkling & Co eight hundred & eighty six $\frac{44}{100}$ —	886.44
" Compton & Turner twelve & seventy eight $\frac{85}{100}$ —	1278.85
" Carleton & Co eleven hundred & forty two $\frac{88}{100}$ dollars	1142.88
" C. E. & W. J. Babcock four hundred & ninety four dollars	494.00
" D. C. Hyde & Co. two hundred & two $\frac{36}{100}$ dollars	202.36
" Hudson & Robinson eleven hundred & thirty seven $\frac{86}{100}$ dollars	1137.86
" Nicholson & Wright four hundred & twenty eight $\frac{91}{100}$ "	428.91
" Perkins Brooks & Co four hundred & forty four $\frac{61}{100}$ "	444.61
" Alfred Edwards & Co one thousand & seventy $\frac{42}{100}$ "	1070.42
" Greenway brothers & Co seventeen hundred & ninety one "	1791.00
" D. M. Marvin & Co two hundred & seventeen $\frac{23}{100}$ "	217.23
" Edward Bridge & Co six hundred & seventy eight $\frac{34}{100}$ "	678.34

for which said sums the respective persons aforesaid in this class have the notes and bills of said Charles G. Thomas none of which are now due but to become due at divers times hereafter -

All of which said debts, claims, demands & liabilities hereinbefore recited, as constituting the third class, shall be paid pari passu, and without any preference among each other and ratably, and in proportion to the amount respectively due -

And upon the payment and satisfaction in full of all the said debts, claims and demands, so as aforesaid constituting the ^{said} third class, then the said parties of the second part, and the survivors and survivor of them, and the executor and administrator of such survivor, shall apply the residue of said proceeds and trust fund, to all other creditors of the said Charles G. Thomas, who shall become parties hereto in the manner hereinbefore prescribed ratably

and in proportion to the amount due to each of them respectively, without preference or priority, which said last named creditors shall constitute the fourth class. And the said party of the first part by these presents doth name, constitute and appoint, the said parties of the second part, and the survivors and survivor of them and the executor and administrator of such survivor to be his attorneys, irrevocable, with full powers of substitution in their names, or in the name of the said party of the first part, or otherwise howsoever, as the case may require, but to and for the trust herein declared, to demand, sue for, recover and receive the outstanding debts, interests, trust property and effects, and to institute, prosecute, or defend all such suits and ^{processes as} ~~processes~~ law or in equity; and to execute, perform and transact, all such deeds, writings, acquittances, acts, matters and things as shall be necessary, or expedient to carry into effect the trusts, uses, intents and purposes herein declared or contained, as fully and effectually as the said party of the first part could do personally, if these presents had not been made.

And it is hereby agreed by, and between the parties hereto, that the said parties of the second part the survivors and survivor of them, may at their reasonable discretion, compound and compromise any debt or debts due or owing to the said party of the first part from any person, who shall be or become insolvent, or unable to make punctual payment; and also may make any such agreement, or arrangement as they may deem reasonable with any person or persons possessing any security given by the party of the first part, upon any estate or other property of or holden by him, or by any creditor of his by way of mortgage or pledge for money or

with any person or persons having a lien on any of the property herein conveyed, assigned, & referred to by virtue of any attachment, levy, bailment, mortgage deed of trust, or otherwise, in order to procure such estate or property to be exonerated from the lien or charge created therein, so as to render the same more available for the purposes of the trust herein created.

And it is further agreed that the naming of any debt or debts, liability or liabilities in these presents, shall not prevent the parties of the first part, and second part from calling in question, or controverting the amount of the same, or taking any course at law or in equity, to have the same adjusted or disallowed, and that if the demands of any creditor shall have been stated as being greater or smaller than it really is, such creditor shall be entitled to the benefit of these presents, upon and for, and only upon and for, the amount which may be found to be justly due to him.

And it is agreed, that the said parties of the second part, may cause the property herein conveyed and transferred as aforesaid, or any part thereof to be insured at their discretion, and deduct the premium of such insurance —

And the said parties of the second part, do hereby covenant to and with the party of the first part, and to and with the parties of the third part, that said parties of the second part, shall and will execute and perform the trust in them hereby reposed, and the matters and things in these presents contained on their part and behalf to be performed, to the best of their judgment and discretion. Provided always, and it is hereby agreed, that the parties of the second part, their executors and administrators, shall not be liable, or accountable for more money or

effects than they shall receive, nor for any loss or damage that may happen thereto, except the same shall arise by and through their own wilful default and that each shall be answerable for himself and not for the others

In witness whereof we have hereunto set our hands and seals the day and year first above written.

Witness present

Charles G. Thomas *Seal*
William H. Bradley *Seal*
Daniel A. Barrows *Seal*
Daniel Mann *Seal*

We as creditors of Charles G. Thomas assent to the foregoing assignment

Wm H. Bradley
D. A. Barrows
Danl. Mann
Jos. F. Hoge
Ed. Hampstead
M. F. Silvanburg
John Dean
Charles D. Ferris
W. F. Millard
E. A. Collins & Co
C. R. Perkins
Joshua Brooks
Orin Smith

Marble & Blish
B. F. Strother
Jno. Garner
Carleton & Co. by
Higgins & Strother their attys.
D. C. Hyde & Co
per Higgins & Strother their attys

Greenway Brothers & Co. agree to this assignment so far as it regards all demands which they hold against said Charles G. Thomas, with the exceptions, however of one note, date aug. 7th 1850 signed by said Thomas, payable to said Greenway Bro. Co. in twelve months from date for 3427 ²⁸/₁₀₀ dollars, payable at the office of

Messrs Jas. Carter & Co. Galena with current exchange,
and with the exception also of one other note, dated Feb-
ruary 13th 1857, signed by said Thomas, payable to said
Greenway, Brothers & Co, in twelve months after date
for 1790 ⁸⁵/₁₀₀ dollars, payable at their office in New
York, both of which ^{said} notes are dated at New York
and they entirely except from the effect of this assign-
ment Aug. 11th 1857
Greenway Brothers & Co
by Higgins & Shotten their attys

Alfred Edwards & Co. agree to this assignment as to
them of 199 dollars mentioned in the first class
which is in a note made by said Charles G. Thomas
and payable to said Alfred Edwards & Co with current
rate of exchange, at the office of A. Corwith & Co at Ga-
lena. said note is dated New York May 23^d 1857
and payable eight months after date for 199 ⁵⁰/₁₀₀ dollars
All other demands held by them against said Thomas
are expressly excepted from the effects of this assign-
ment
Alfred Edwards & Co
Aug. 11th 1857
by Higgins & Shotten their attys

We assent to the foregoing assignment so far as re-
gards our claim for about five hundred dollars ^{interest} for
^{which} we hold the written obligation of Charles G. Thomas only
All other claims are hereby expressly excepted from
this assent.
James Carter & Co

State of Illinois ^{Sp}
In Davess County ^B

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

Whereas, Edward M. Greenway, William W. J. Green-
way, John Henry Greenway & Francis Harral, part-
ners under the name and style of Greenway Brothers

And the said Plaintiffs, have complained on oath to the Clerk of our Circuit Court, for the County aforesaid that Charles G. Thomas, defendant, is justly indebted unto the said Plaintiffs, to the amount of three thousand four hundred and twenty seven dollars, and twenty eight cents, and also that said defendant Charles G. Thomas is not a resident of the state of Illinois. And the said Plaintiffs, having given bond and security according to the ^{directions of the} act in such case made and provided;

We therefore command you, that you attach so much of the estate, real or personal, of the said defendant to be found in your County, as shall be of value sufficient to satisfy the said debt and costs, according to the said complaint; and such estate so attached in your hands to secure, or so to provide, that the same may be liable to further proceedings thereupon, according to law, at the term of the Circuit Court of So. Davis County to be holden in and for the County aforesaid, at Galena in said County, on the 4th Monday of November next, and that you summon the said Charles G. Thomas, to appear and answer the complaint of the said Plaintiffs. And that you summon William H. Bradley, Daniel A. Barrows, and Daniel Mann assignees of said Thomas as garnishee to be and appear before the said Court, on the said next, then and there to answer what may be objected against when and where you shall make known to said Court how you have executed this writ. And have you then and there this writ.

Witness William H. Bradley Clerk of the Circuit Court of So. Davis County, Ills.

Filed 3^d Novr 1857 ^{and the seal thereof at Galena this 2^d day}
Wm H. Bradley Clerk ^{of D. Court} A.D. 1857 Wm H. Bradley Clerk

and attachments to Wit on the 12th day of December a d 1851 at the November term a d 1851 of said Court in the records of said Court in said Cause is the following entry to Wit "

Edmund M Greenway William
W T Greenway John Henry
Greenway & Francis Hannal

vs
Charles G Thomas William
H Bradley Daniel Warm
& Daniel A Barrows

} Bill in chancery

The Defendants Bradley
Warm & Barrows by their Solicitors come and
file their Demurrer to the Complainants Bill

"The said Demurrer is in the words
and figures following to Wit "

State of Illinois In said County of

William H Bradley

et al

ads

Greenway et al

} Circuit Court November
term a d 1851

The Demurrer of William
H Bradley Daniel A Barrows & Daniel Warm
defendants to the Bill of Complaint of Edmund
Greenway William T Greenway John Henry
Greenway and Francis Hannal partners &
Complainants -

These defendants by protestation
not confessing or acknowledging all or any
of the matters and things in the said bill

of Complaint contained to be true in such manner and form as the same are therein & thereby set forth and alleged do Demur in law to the said Bill and for Cause of demur show that the said complainants have not by their said Bill made such a case as entitles them to any discovery or relief in a Court of equity, from or against these defendants or either of them touching the matters contained in the said Bill or any of such matters - Wherefore and for divers ^{other good} causes of demur appearing in the said Bill of Complaint these defendants do demur to the said Bill and to all the matters and things therein contained and pray the judgment of this honorable Court whether they shall be compelled to make any further or other answer to the said Bill and they humbly pray to be hence dispensed with their usual costs in this behalf sustained

By Heape & Wilson

Sols for said Defts

Endorsed filed 12th Dec 1851

W. W. Brudeney, Clerk

and afterwards to wit on the 2nd Day of January, ^{as 1852} 1852 as yet of the November term of said Court in the record of said Court in said Cause is the following entry to wit

Edmund M. Greenway Williams

W. S. Greenway John Henry Greenway

and Francis Harrall

vs

} Bill in
} Chancery

Charles G Thomas Wm H
Bradley Daniel Mann and
Daniel A Barrows

Now come on to be heard
the Demurrer of the Defendants Bradley,
Barrows & Mann heretofore filed by their
Counsel to the Complainants bill which
after argument by Counsel is taken under
advisement by the Court

and afterwards to wit on the 5th day of
January a D 1852 as yet of the November
term a D 1851 ^{of said Court} in the records of said Court in
said Cause is the following entry, to wit

Edmund M Greenway, William
W T Greenway John Henry
Greenway & Francis Harval

vs
Charles G Thomas William
H Bradley Daniel Mann
& Daniel A Barrows

Bill in Chancery

The Court having fully considered
& being fully advised upon the Demurrer of the
Defendants Bradley Mann & Barrows heretofore
filed by their Solicitor sustains the same
It is therefore ordered by the Court that the Bill be
dismissed at the Costs of the Complainants and that
Execution issue therefor

State of Illinois
In De Witt County

I William H Bradley
Clerk of the Circuit Court in and for said
County, do hereby Certify that the foregoing
transcript is a true and correct copy from
the record of all the proceedings which were
had in said Circuit Court in the aforesaid
Case of Edward M Greenway et al against
Charles G Thomas Wm H Bradley et al
In testimony whereof I have hereunto
set my hand and the Seal of said
Circuit Court at Galena this 25th
day of May A.D. 1852

Attest Wm H Bradley Clerk

For this Record \$12.18

16. Lo Davie's 16
Greenway et al
by 3 Transcript
Thomas et al
~~~~~  
Revised Cl.

Repaired

Filed June 30. 1882  
Leland  
Clk

Finder in error  
Filed June 15. 1883  
L. Leland Clk.

\$12<sup>th</sup> fees for Transcript



State of Illinois, set.

WRIT OF ERROR—FREE TRADER PRINT.

The People of the State of Illinois,  
To the Clerk of the Circuit Court for the County of *Jo. Daviess* — GREETING :

BECAUSE in the record and proceedings, as also in the rendition of the <sup>decre</sup> judgment of a plea which was in the Circuit Court of *Jo. Daviess* county, before the Judge thereof, between

*Edmund M. Greenway, William W. J. Greenway,  
John Henry Greenway & Francis H. Harrell, partners  
under the name & style of Greenway Brothers & Co.,  
Complainants* — *plaintiffs* and

*Charles G. Thomas, William H. Bradley, Daniel  
Wann & Daniel A. Barrows* —

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

*Complainants* —

as we are informed by *their* complaint, and we being willing that error, if any there be, should be corrected in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our justices aforesaid at Ottawa, in the county of La Salle, on the *2d Monday in June* next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

WITNESS, the Hon. SAMUEL H. TREAT, Chief Justice of our said Court, and the seal thereof, at Ottawa, this *30th* — day of *June* in the year of our Lord one thousand eight hundred and fifty *two*.

*J. Siland* Clerk of the Supreme Court.  
*By P. W. Siland Deputy, Clk.*



Jo Daviess. 16  
Edward M. Greenway <sup>Etals.</sup>  
vs.  
Charles G. Thomas <sup>Etals.</sup>

Filed June 30<sup>th</sup> 1852.  
J. Leland Clk.  
By P. H. Leland Depy



STATE OF ILLINOIS, }  
Supreme Court.

The People of the State of Illinois,

To the Sheriff of the County of

*Jo Daviess* — Greeting:

BECAUSE in the record and proceedings, and also in the rendition of the ~~judgment~~ <sup>verdict</sup> of a plea which was in the circuit court of *Jo Daviess* — county, before the Judge thereof, between *Edward M. Greenway, William H. T. Greenway, John Henry Greenway & Francis Daniel* Complainants — and *Charles G. Thomas, William H. Bradley, Daniel Mann & Daniel A. Barrows*

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

as we are informed by ~~their~~ <sup>their</sup> complaint, the record and proceedings of which said judgment, we have caused to be brought into our Supreme Court of the state of Illinois, at Ottawa, before the justices thereof, to correct the errors in the same, in due form and manner, according to law; therefore we command you, that by good and lawful men of your county, you give notice to the said *Charles G. Thomas, William H. Bradley, Daniel Mann & Daniel A. Barrows*

that ~~they~~ be and appear before the justices of our said supreme court, at the next term of said court, to be holden at Ottawa, in said state, on the *2<sup>nd</sup>* Monday in —  
*June* next, to hear the records and proceedings aforesaid, and the errors assigned, if ~~they~~ — shall see fit; and further to do and receive what said court shall order in this behalf; and have you then there the names of those by whom you shall give the said *Defendants* — notice, together with this writ.

Witness, the Hon. SAMUEL H. TREAT, Chief Justice of our said Court, and the seal thereof, at Ottawa, this *25<sup>th</sup>* day of *September* in the year of our Lord one thousand eight hundred and fifty *two*.

*L. Nelson* Clerk of the Supreme Court.



16  
Edward C. Greenway et al.,  
vs  
Charles G. Thomas et al.

Sci. Fa.

To June Term 1853.

Present this writ this 8th  
day of November 1852  
by reading the docket to the  
within named William H. Donnell  
Daniel Mann & Daniel & Danvers;  
Charles G. Thomas (defendant)  
(plaintiff) fees 6.00  
Docket 1.50  
Attorneys 25.00  
\$32.50

Filed Jan'y 6. 1853  
L. Kilian Clk.



Edmund M Greenway Esq  
H  
William H. Brulley, Daniel  
Mann, Daniel A. Parsons  
& Charles G. Thomas, —

In the Supreme Court  
June Term A.D. 1832

I do hereby enter

myself security for costs in this case  
and acknowledge myself bound to pay  
or cause to be paid, all costs which may  
accrue on this action either to the opposi-  
tion or to any of the officers of the Court  
in pursuance of the laws of this State.  
Dated this 30<sup>th</sup> day of June A.D. 1832 —

Approved June 30. 1832,  
Edelard Ck.

Done at the City of New York  
June 30. 1832

J. B. H. Swarth. Seal



Jo Daviess  
Greenway et al.  
vs  
Thomas et al.  
Secy. pr Certs

Filed June 30. 1852.  
H. Leland Clerk.



State of Illinois }  
Luzerne County } ss In the Supreme Court  
at Ottawa - To the June  
Term A.D., 1855 =

Edward M. Greenway et al }  
vs }

Charles G. Thomas, }  
William H. Bradley }  
Samuel Wynn and }  
Daniel A. Burness. }

John H. Higgins of  
counsel for said complainants  
moves and says that Charles  
G. Thomas one of the above  
named defendants is a non  
resident of the State of Illinois  
and resides in the State of California  
so that process cannot be served  
on him the said Thomas wherefore  
an ~~he~~ writ of the above named  
complainants he asks that  
publication of the pendency  
of this suit may be made as  
provided by law in such cases.  
Sworn to & subscribed }  
before me this 30<sup>th</sup> day }  
of June A.D. 1855 }

John H. Higgins

Lorenzo Leland Clk.

By J. H. Leland Depy. Clk.



Jo Daviess &c

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Greenway et als  
vs

Thomas et als.

---

Appt. for publn.

Filed June 30. 1852.  
S. Leland Clk.



Greenway et al -

It

William H Bradley et al

} Error to J. O. Davies -

Two questions only are presented by this record which the Court must necessarily pass upon: - but it is earnestly ~~also~~ <sup>desired</sup> in order that the principles involved in this case may be settled for the guidance of the Court below, that this Court will also pass upon the validity of the assignment set forth in this record.

It is a question which must ultimately be settled by this Court, as neither party in this case will be satisfied with the decision of any other than the Court of last resort. - It is therefore earnestly requested that the Court will determine whether the assignment in this case is fraudulent on its face or void in law; or whether it is good, valid and binding on all the world. - The question whether such an assignment is valid, is an important one to the community & it would seem, that this would not be, an unfit occasion for the Court to settle the principles which are involved in the record now presented.

The questions which must necessarily be determined upon this record, are

1. / First; Have the necessary parties been brought before the Court? - We insist they have. - Howard & Strother were prior incumbrancers and claimed under a title paramount, their interest & title were not to be affected by



the relief prayed for; the complainants sought no relief as against Howard & Strother; the question is not whether Howard & Strother might have been made parties but whether they must - Even if they might have been made parties complainants were not bound to make them parties - The rights of Howard & Strother will not be affected by any decree in this case - Complainants do not seek to affect the rights of Howard or Strother they claim under a different title which is prior & paramount. That they are not necessary parties Story § 3230, 254 2 Simons 471 Rose & Page id, 388 Lewis & Lord Gouche 1 Russ & Mylne 656, 5 Beavan 504 - Richards, & Cooper 5 Hare 55, 38, Slade & Rigg 11 All 572 Frye & Bank of Ill - 11 Paige 495. 1 Comstock 144 Spear & Marshall.



It was sufficient to bring the assignor & assignees  
before the court. Story's Eq. pl. 3230, 216, 140

4 Barb. S.C. Rep. 232, 1 Mil. 209-4 Scam. 15-2 Paige 278  
1 Sim. & Stearns 103-2 id. 184-11 Ves. 444 15 id. 597-19 id. 356  
4 Myl. & Cr. 142, 5 Mex. 474-10 Paige 443-5 Georgia 501  
O. Paige 037 O. & F. Mar. 432

If the complainants sought to affect the sales of  
Howard or Strother, then there might be some  
reason for making them parties but there is  
no pretence, but, that Howard & Strother are not  
entitled to their priority & complainants do not  
seek to affect their rights or prior claim.

11- The second question is, can a creditors bill  
or a bill in the nature of a creditors bill be sus=  
=tained in this State in any case without first  
obtaining a judgment? If it can is this such  
a case as warrants the filing of a bill before  
judgment? Is the reason here assigned for  
not first obtaining judgment a sufficient



reason? = Has the getting a judgment been sufficiently secured? Do the facts show that, one judgment at least could be obtained which would benefit the complainant? - Does a Court of Equity require an impossibility or a vain & useless thing? We say there are many cases where a Court of Equity will interfere to aid a creditor without a judgment! - and also to aid a judgment creditor before the issuing of an execution -

While there is no doubt that as a general rule the creditor must proceed to judgment & exhaust his remedy at law by issuing his execution & obtaining a return of "nulla bona" yet this rule has many exceptions -

- I think, there are many cases where it is not necessary to issue execution before filing the bill.

One case is, where the creditor seeks to remove a fraudulent incumbrance out of the way of his execution. 5 Gil. 523 Miller & Davidson

- II Another is where the debtor has no effects to satisfy the judgment or his effects are connected with equities or trusts, or involve a variety of interests so that adequate remedy can not be had at law 6 Ohio R 93 Piatt & N S Bank - Wright's Ohio Rep 261 = same case.

- III A third case is where a judgment is against an executor or administrator, in which case no execution can issue at law 11 Illinois Rep 51 = McCrawell & Lockman 6 Gratt - 119 =



18. A creditor must establish his debt at least,  
to entitle himself to the aid of a Court of Equity.

But a return of nulla bona is unnecessary  
where it appears that all the debtors' property  
has been placed beyond the reach of final process.  
Harrison & Buttle 1 Devereux 587 =

~~Tanner~~ H. Linn & Johns 435, 490,  
1 Bar & Harris, Eq Dig P 349 § 87-88.

Various other cases might be cited to show that  
a creditors bill may be maintained in several  
cases without issuing execution & procuring  
a return of nulla bona.

2. Second - There are several cases, where a  
creditors bill may be maintained without  
a judgment. Such is the case of Russell  
& Clarke & 7 Cranch 87 = C. J. Marshall







The Equitable estate of the defendant upon  
the return of the collector that defendant  
had no visible property - 9 Paige 182 -  
Supervisors of Albany & Dutch -

V. A fifth case is where a fraudulent con-  
veyance of personal property by a tenant obstructs  
the right of the landlord's distress warrant, the  
latter may file a bill without previous judgment  
Allen & Camp 1 Mon. 252 =

All these were Creditors bills, or bills  
in the nature of Creditors bills, & were proceeded  
in without any judgment from the peculiar  
facts & from the necessity of the case -

To deny relief because a complainant  
does not show a judgment when he  
shows that <sup>it</sup> is impossible to obtain  
a judgment; <sup>when it is shown that</sup> because the debtor by his  
own act, has put it out of the cred-  
itors power to obtain judgment would  
be most unreasonable & inequitable -

Neither law nor Equity requires any  
thing to be done where it is shown to be  
impossible - A Court of Equity affords  
relief upon the ground that whenever  
there is a right, there ought to be a  
remedy either in that or some other  
tribunal; - And where no remedy  
exists to enforce the right Elsewhere

It is for the case of Taylor & Jones 2 Attyrs 600 & it was decided  
that property not tangible by a fi. fa. will be reached by  
a writ of Equity -  
File 7 B. Mon. 16 = C. B. Mon. 6 = 3 George 448 = 3 Brunch 220  
4 Wheat 108 = Ambler 79 = 12 Eldon 163 =



Chancery will furnish such remedy  
whenever it is necessary to prevent a failure  
of justice; if the property in controversy & the  
person of the wrong done is within the  
jurisdiction & control of the Court -  
1 Bush Ch. R. 189 = Brown & Brown & id 9-  
Mallory & Pandokeyden - 20 Johns R. 563 =

If the complainants do not  
obtain relief on this Bill they are  
wholly remediless; for even if these trustees  
could be made liable at law, they cannot  
be made liable jointly for the assignment  
& briefly provides that the assignees shall  
not be liable for the acts of each other  
& one of them the bill answers, who is the  
= solvent has the sole custody charge  
& control of the effects notes accts &c -

Now suppose he misapplies the  
money or withdraws or conceals the  
effects & we get a judgment against  
him as garnishee [The others not  
having received the goods & property  
cannot be made liable by the terms of the  
assignment] How would we be  
benefitted? We could buy a judg-  
= ment against him for such an  
amount far less than the cost of  
the suit - Our only remedy is to  
reach the property itself. and



A creditor is not bound to lay an affidavit from directly of record before  
applying for relief in Chancery - 20 Boston 534, 535 & 536.

proceeding, <sup>against</sup> them, as Garnishee, would  
be an idle & useless ceremony, a fruitless  
proceeding - It would be a mere mockery  
of justice to turn the complainants  
round to seek a remedy where thousands  
of dollars in judgments could be  
purchased against the only Garnishee  
who could be made liable by the  
terms of the assignment for less than  
the cost of recovering them.

The remedy by attachment and  
Garnishment is not only difficult  
& doubtful but entirely inadequate.

No other than a Court of Equity  
can seize hold of the notes & accounts  
chases in action & property - That  
Court has the machinery, the process,  
the officers, and the power to reach  
the cause & afford full relief by  
acting through a receiver on the  
funds & effects & by taking the property  
out of the hands of an involunt &  
irresponsible person & by securing  
the fund for the benefit of the party  
entitled to it - That an assignee is  
involunt is good cause for the  
appointment of a receiver 1 Barb. 5, 210  
Lounach & Sedgwick = 8 Paige 417 = 1 Sand 251 =



If a judgment had been obtained the obstruction which this fraudulent assignment has created would be ample ground for a court of Equity to interpose its equitable arm & clear it away. Now we show that it is impossible to obtain a judgment & we think we are entitled to the aid of a court of Chancery as much as if we had judgment.

The defendant by leaving the State prevents our getting a judgment & then insists that his own act in preventing a judgment, prevents our obtaining equitable relief. He says "the arm of Equity is too short to reach him".

If we had a judgment & had send out execution Equity would interpose & remove any obstruction fraudulently put in the way of our execution, (this is the general rule admitted) Why will Equity not interpose & brush away obstructions fraudulently put in the way of our attachment. There is the same reason for it, & the same necessity for it.

The effect in either case is to benefit all parties; it prevents a sacrifice of the goods; for if the goods did not belong to the judgment or attachment debtor the purchaser is liable to have the goods taken from him, or to pay for them again,

The assignees might sue him for taking them, no prudent man would buy



property sold by the Sheriff under the circumstances for there is no exception at judicial sales - The maxim Caveat Emptor applies.

The title ought to be settled before a sale to prevent a sacrifice of the property - and Equity does ought to interfere in such cases & settle the title before a sale where the property has been fraudulently conveyed away - 11 Alabama Rep. 88 - Dargun & Daving.

According to the cases of Rufel & Clark 7 Cranch 87 - O'Brien & Coulter 2 Blue 144 & 1 & Ripper & Gluney 2 Blue 143 & 6 Taylor & Jones 2 Atty 600 - Scott & McMillen 1 Litt. 302 and numerous other cases of that class, it was not necessary to have read out any attachment at all, but suing out an attachment cannot prejudice us, as all the facts are stated necessary to entitle us to relief & the suing out the attachment was merely a work of supererogation - I say plus ça change & nothing more - But we have the authority of Falconer & Freeman 4 Sand Ch 565 - for the course pursued in this case.



The final question which we most earnestly  
desire the Court to settle in this case is, as  
to the validity of this assignment as a matter  
of Law = In determining this question the Court  
may be aided by a brief examination of the  
history of the law governing assignments which,  
like the history of any other law, is neither uninter-  
esting nor unimportant. The doctrine of  
voluntary assignments by failing & insolvent  
debtors may be said to be "American" The cases  
which would now be cited in any American  
Court would be American cases. No Court  
in this country, at this day would recognize  
as law any of the English cases. The doctrine in  
the English books in  
Every case is denied by all the cases in this country  
decided within the last ten years = "The case of Estlin  
Holland 5 Term Rep 420 Jackson H Thomas 4 T. R  
166 King H Watson 3 L. R. 6 = 8 T. R. 521 & nearly  
all the other <sup>English cases</sup> ~~cases~~ where the assignment was  
unconditional & for the equal benefit of the creditors, ~~but~~  
are now universally denied in this country -

"Very few cases are to be found in the  
English books & they have more or less been  
affected by their bankrupt laws - 11 Wend 198  
Grover H Waterman by Sutherland Justice -"

Again, "Voluntary assignments which  
enable a debtor in failing circumstances  
to delay & defeat the diligence of creditors"



" Creditors by transferring his property to trustees  
" of his own selection is an invention of com-  
" paratively modern origin - I doubt if they  
" have been known for more than 40, or  
" 50 years at least I can find no trace of  
" their distinct recognition in the English Courts  
" prior to 1805 - 11 Wend 216 by Tracy Senecton -

" It is true that a voluntary assignment by means  
" of what is called a deed of composition is of  
" much older date. But this is a very different  
" affair, for the creditors are parties to this deed,  
" and the assent of all of them is required to give  
" it validity. Will the reasoning of this Senecton on  
" pages 217 & 218 same case -

It has been the regret of the most eminent  
Judges & Jurists of our country that assignments  
giving preferences to certain creditors, were  
ever permitted or sanctioned by the Courts -  
10 Paige 223-229 - 1 Sand. Ch. 554 - 10 Paige 208 -  
5 Barb Ch 644, 19 Am Jurist 505 - 2 Barb  
S.C. 9 =

So odious have these assignments become that  
to prevent them special statutes have been  
passed, prohibiting assignments giving preferences  
except under restrictions in several states to wit  
N. J. Georgia, Mass. Ohio, Penn., Penn-  
sylvania, Vermont, N. H. Maine & perhaps  
others -



The courts have held that these assignments  
are not favored in law they are barely  
tolerated - 10 Paige <sup>203</sup> 223 = 2 Burd S.C. 9 = 19 Am. Jur. 505  
3 Burd Ch. R. 644 = 1 Sumel Ch 334 =

The earlier cases went much further to support  
assignments than the modern = assignments soon  
became odious & the courts felt bound to limit  
them to an absolute unconditional surrender  
of the property of the debtor unlogged with con-  
ditions & imposing no burdens on the creditor as  
well as securing no advantage to the debtor -  
11 Wend - 189 =

Formerly it was held that a reservation of  
a part by the debtor to himself of the property  
assigned, did not destroy the previous interest  
in the residue. Again that requiring a release by  
the creditor of the debtor, did not vitiate an  
assignment = So reserving the use & possession of  
the property for a limited time did not vitiate  
an assignment - So providing that after particular  
creditors were paid the surplus should be  
paid to the assignor = 5 Hill 404 & Adams 5 Greenl  
Rep 245 = Haven & Richardson 5 New Hamp 113 =  
Hull & Denison 17 Vermont 510 = Andrews & Sucklow  
5 Rich - 28 = Walley & Whitney 4 Munroe 206 -  
15 Johnson 571 Murray & Riggs = 2 Binney 174  
Linnecutt & Barker - 7 R.R. 608 Brashear & West -



1 Cruller 274 Potham & Brinck 9 Porter 566 Ashmun  
& Martin = 4 Wash C.C.R. 232  
2 Hills Ch 443 Moline & Douglas.

This doctrine was ~~finally~~ doubted by some  
judges, ~~next~~ it was questioned, then it was  
denied = and finally all the courts held that  
it was not this law.

Prior to the great case of Mathews & Grover  
11 Wend 189, the only cases denying the above doctrine  
were 11 Conn. 277 Ferguson & Wheeler - 5 Ham -  
295. Atkinson & Jordan - <sup>8 Am Jur 284</sup> ~~the case of~~ G.O.P. Lord  
& The Big Watchman - Since that great case  
in New York ~~the doctrine in that case~~ all of the courts in this country  
have followed <sup>the doctrine in that case</sup> & except where statutory regulations  
have intervened to fix the rights of assignors and  
assignees under these assignments - That case  
has been followed in New York - Illinois,  
3 Scam 417, 578 - Wisconsin 11 Wis. 502 Brown  
N.C. 1 Fredell 490 Hazner & Lavin = 0 in Wright  
606 Woolley & Winer = S.C. Cheever 71 Foster & Corbett  
Miss 9 S.O. Mar. 586 Arthur & C. & R.R. Bank of Hillsburg  
recognized in Kentucky 8 Dana 247 Vernon & Norton -  
Indiana 1 Smith 190 Caldwell & Ross. 12 Ala. 101  
Georgia 3 Kelly 146 Egghiel & Dixon & in the  
Sup Ch U.S. 7 How U.S. 276 Borley & Goodrich -



The doctrine concerning assignments has been  
often & more learnedly discussed in the Courts  
of New York than in all the other Courts  
of the Union. There have more questions arisen  
there, & the learned judges have passed upon them  
fearlessly & independently - without being trou-  
-bled by Statutory regulations as in Penn.,  
Conn. N. J. Vermont, Maine, Ohio & Virginia  
Iowa Massachusetts & others. The Statutes in  
each of these States have more or less influenced  
the Courts in their decisions.

Reasons why the assignment in this case is void

- I First. The assignment authorized the goods to be sold  
at Retail, or which is the same thing as assigning  
them proper - 5 Paige 391 Meacham & Stearns  
in case 406 = 7 Paige 37 - Hunt & Crane 10 Nott  
257 - Whallon & Scott.
- II Second. The appointment of an insolvent  
assignee & providing that the other assignees  
shall not be liable for his acts. - 8 Paige 417 -  
Reed & Emery. 1 Burd 210, 1 Sandf Ch R 251 -  
1 Hoffman 155 = thus limiting the liability which the  
law imposes = 1 Hoff 155 = 1 Sand Ch 354 =
- III Third. Limiting the liability of the assignees  
by providing that they shall not be liable for



more than they receive.

IV. Fourth. annexing no schedule of the property -  
6 Barb S.C. 470 = 1 Binn 576. 523. - 4 Denis 217 -

V The assignment authorizes the goods to  
be sold on credit, 2 Com. 365 Griffin & Burney  
6 Watts 543. - Sherer & Sangerbeiger - 7 Sandf L,  
1 Sand Ch 554 - March M. Legal Obs., P 87 N.Y.  
Sup Court - 7 Paige 37 = 3 Barb Ch 444 - 10 Paige 223  
1 Barb S.C. 211 = 4 Sand Ch 137 - 12 Barb S.C. 168 - 11 id 178 -

VI - It appears on the face of the deed that the  
intent was to prevent a sacrifice of the prop-  
erty - 8 Denis 218. 5 Mon. 3. - 1 Ed Ch R 236 -  
5 Paige 557 -

VII Seventh, The stipulation limiting the liability  
of the trustees to "their own gross negligence or  
wilful default" & exonerates them from  
a great portion of the responsibility which  
the law attaches to their office 3 Sandf Sup  
Ch. Rep. - 545 = N.Y. Court of Appeals 4 Ed M  
of Livingston Law Magazine - P. 143 =

VIII All these circumstances are sufficient to void  
the deed even if alone they would not. 1 Sandf  
Ch. 7 = id = 83 = 4 Binn 446



Fraudulent or not, is a question of law  
3 Paige 557 = 1 Ed ch 236 Whenever the legal effect  
of any provision of an assignment is void the whole  
assignment is void - 7 Paige 272, 9 Alabama 505  
5 Wharton 547 - 6 Hill 438 =

Where an assignment is void in part  
it is void in toto - Any illegal provision  
vitiate the whole assignment -



x a R mar. + V ~~L~~ <sup>fin</sup>  
 72 Johns 534 = H. Allen H. Shuler  
 - 4 Schmoek 403 = 1 Paige 308  
 3 At Ryms 357 = 1 Lee 31  
 4 Paige 309 =

1000 points on (Lentini)  
 1 Mon - 106 -  
 2 Blue 421 =  
 249 Mon - 301 =



State of Illinois } In Supreme Court of said State,  
 Jo Daviess Co. } 3d Division.  
 Edward M. Greenway, William W.  
 T. Greenway, John Henry Green-  
 way, and Francis Harral,  
 vs.  
 Charles G. Thomas, William H.  
 Bradley, Daniel Wann, and Daniel  
 A. Barrows. } Error to Jo Daviess.

It appearing by affidavit on file in the Clerk's office of the said Supreme Court, at Ottawa, in the above entitled cause, that Charles G. Thomas is of the above named defendants in error is a non-resident of the State of Illinois and resides in the State of California, so that process cannot be served on him, and the Plaintiffs in error having sued out their writ of error herein according to law: Now you, the said Charles G. Thomas, are hereby notified that the said writ of error is made returnable at Ottawa aforesaid, on the second Monday in June next, at a term of the said Supreme Court, there and then to be holden. Dated at Ottawa, September 25th, 1852.  
 L. LELAND, Cpk. of Sup. Court.  
 HIGGINS & STROTHER, Attys. for Pliffs. no 9 4w

We the undersigned, Publishers  
 do hereby certify that the  
 above notice was published in  
 the weekly Jeffersonian, a weekly  
 paper printed in Galena, County of  
 Jo Daviess, and State of Illinois, six  
 (6) consecutive weeks the first of  
 which publications was on November  
 7th and the last on December  
 16th, 1852.

Galena May 10/53  
 C. H. Ray & Publisher  
 Ben Sanford



Greenway & Co

or

Charles C. Thomas  
& Co

Notice publication



To David  
E. C. M. Greenway etc.

No. 16

Chas. G. Thomas etc.

1863

12/26

Repaired

1853