

No. 13905

Supreme Court of Illinois

Carroll et al.

vs.

Craine.

71641  7

State of Illinois, sct.

THE PEOPLE OF THE STATE OF ILLINOIS,

To the Clerk of the Circuit Court for the County of *Madison* Greeting:

BECAUSE in the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of *Madison* county, before the Judge thereof, between *William Craine* _____

_____ plaintiff and *Michael Carroll,*
Peter Wise, Bernard O'Hare, Sebastian Wise
and William Quarter _____
defendants, it is said manifest error hath intervened to the injury of the aforesaid *defendants*

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 our 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 Springfield in the county of Sangamon, on the *second Monday in December* 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. William Wilson, Chief Justice of our said Court, and the seal thereof at Springfield, this *sixth* day of *November* in the year of our Lord one thousand eight hundred and forty-*seven*

R B Stoenck
Clerk of the Supreme Court.

By *Frank Dwellbiss*
Dep. Clk

SUPREME COURT:

Michael Canale

et al

Plaintiff in error,

vs.

William Corvino
Defendant in error,

Writ of error,

Filed. Nov 6th 1847

R. B. Stocumb J. C.

By Noah Dwelliss

Dep. CLK

This Writ of error is made a Supersedeas
and is to be obeyed accordingly.

R. B. Stocumb J. C.
By Noah Dwelliss Dep. CLK

Supreme Court

Michael Carroll & al

vs

William Lerrain

Bond

Filed Nov 6th 1849

W.B. Hoovey C. S. C.

By A. Swellier Dep. Clk

Know all men by these presents that we Michael Carroll
 Andrew Runze and Bernard Cabilliac
 are held and firmly bound unto William Crain in the penal sum
 of nineteen hundred and two dollars and fifty cents, to be paid to the
 said William Crain his executors and administrators; to the pay-
 ment of which sum well and truly to be made we bind our-
 selves, our executors and administrators jointly and severally firm-
 ly by these presents sealed with our seals and dated this 31st
 day of October A. D. 1847. -

The condition of the above obligation
 is such that whereas the above bounden Michael Carroll and Peter
 Wise and Sebastian Wise (impleaded with Bernard Offare and William
 Quarter) are about to sue out from the office of the Clerk of the Supreme
 Court a writ of error to the Circuit Court of Madison County in a
 certain cause wherein they are Plaintiff in error and the said William Crain
 is Defendant in error; and whereas Samuel D. Lockwood one of the Asso-
 ciate Justices of the said Supreme Court has ordered the said writ of error
 to be made a supersedeas upon the said Plaintiff in error or any one of
 them entering into bond with Andrew Runze and Bernard Cabilliac
 as sureties conditioned as in cases of appeals; Now if the said Michael
 Carroll, Peter Wise and Sebastian Wise shall prosecute their said writ
 of error with effect, and shall moreover pay the judgment, costs, interest,
 and damages in the above entitled cause in case the judgment of the
 Court below shall be affirmed, then the above obligation to be null
 and void, otherwise to remain in full force and virtue. -

Michael Carroll (Seal)
 Andrew Runze (Seal)
 Bernard Cabilliac (Seal)

State of Illinois }
 Madison County } Bernard Cabilliac being duly sworn doth de-
 pose and say that he is worth the sum of one thousand dollars after
 the payment of all debts due and owing by him - and further depo-
 seth saith not. -
 Sworn to and subscribed }
 before me this 30th day of }
 October A. D. 1847 }
 Cha^s Cook, Justice }
 of the Peace of Madison County }

Bernard Cabilliac

The appellants rely upon the following authorities

2 ⁽⁵⁾	Blackford	328
14	J R	63
2	J C R	62
7	J C R	75 note
1	Hillman	423
3	Hillman	261
1	Bosonquit & Fuller	49

Michael Conwell et al

vs

Wm Bowie

Abstract & Brief

Filed Dec 22 1847

Wm M. Mearns C. C. C.

By J. S. Duvall D. C.

IN THE SUPREME COURT.

December Term, 1847.

MICHAEL CARROLL, et. al., Plff. in error. }

VS.

WILLIAM CRAINE, Def. in error. }

This was a petition to enforce a Mechanics Lien against the Catholic Church, in Alton. The material facts set forth in the petition, are, that the defendants were a Building Committee, and gave to the defendant, Michal Carroll, full authority to make all necessary contracts about the building of said church, and that in pursuance of said authority the said Michael Carroll in the month of April, 1844, contracted with the plaintiff to do the carpenters work upon the said church for the sum of one thousand dollars, which said carpenters work is particularly set forth in exhibit A. of said petition,—said Craine to commence immediately after making said contract to do the work, and to be paid within one year from its completion.—That he commenced the work and completed said contract on or about the 14th July, 1845. That he made another special contract in the spring of 1845, to put up the pews in said church, to be commenced immediately, for the sum of five hundred dollars, to be paid within one year from the time when the work should be finished—that he commenced the work mentioned in the second contract and finished the same about the 14th July, 1845, a bill of which is set forth marked B. That while the aforesaid contracts were in progress, the said Craine was employed to do sundry items of extra work, in and upon said church, the particular items of which are contained in exhibit C., and amount to the sum of seven hundred and twenty-one dollars twenty-six cents—that the said Craine was to do said extra work as soon as it could be done, and receive for the same as much as it was reasonably worth within one year after its completion, and that it was performed by the 14th July, 1845, and was worth \$721 26. That said church cost about \$8,000, and that said Craine superintended the building, and made the plans of said church, commencing in April, 1844, for which he was to have as much as his services were reasonably worth, to be paid in one year after the completion of said church, and that said services, in superintending and planning, were worth the sum of \$400, the particular items of which said services are contained in exhibit D. Petition states that no part of the monies for said contracts has been paid, amounting to two thousand six hundred and twenty-one dollars and twenty-six cents, and prays that the lien may be enforced against the said church.

To this petition Peter and Sebastian Wise, two of the defendants, answered; but their answer not being material, it is considered unnecessary to notice them. The defendant, Michael Carroll, answered said petition, and admitted that he made all the contracts which were made in and about the building of said church—admits that about the 12th of April, 1844, he made a contract with said Craine to do the carpenters work upon said church for \$1,000, according to said Crainr's written proposal marked A. made a part of and set forth in said answer. Avers that about the 4th of April, 1844, said Craine submitted to him two proposals marked B. and C. accompanying said answer; that by the one marked B. Craine proposed to furnish materials for the sum of \$544 22, and to do the work therein specified for the sum of \$900,—and by the proposal marked C. Craine was to furnish materials for the sum of \$492 36, and to do the work therein specified for the sum of \$900. That both these proposals were rejected by him, said Carroll, for the reasons that he considered the price of the work too high, and that they did not include the finishing of the sanctuary and music gallery, and that he would accept no proposal which did not embrace all the carpenters work including the finishing of the sanctuary and music gallery for a specified price for the whole. After these proposals were rejected, that he, said Carroll, then proposed to furnish the materials himself, and to give \$1,000 for doing all the carpenters work upon said church, including sanctuary and music gallery, which said proposal was accepted by said Craine, who thereupon turned over proposal marked B. and wrote on the back of it, proposal marked A., above

mentioned: that said Craine proceeded to do the work under said contract A. according to his own plans, without any dictation or interference whatever on the part of said defendant, Carroll; nor does he know whether said work was done according to the plans exhibited to him by said Craine, or not, as said plans are in the possession of said Crarin—that no particular time was specified for the payment of the said sum of \$1,000, but the same was to be paid as soon as he could do so, after the work was finished, which said work was finished about 14th July, 1845,—admits that he made another contract with petitioner in the spring of 1845, for putting up the pews in said church, but denies that he was to pay \$500 for the same, but \$500 was the compensation agreed for said pews and extra work and jobs, not included in the \$1,000 contract, and avers that it was so understood by the said Craine—avers that he never made any other or different contracts with said Craine than the two contracts aforesaid; and that the extra work charged in Craine's exhibit C. is included and covered by the two contracts aforesaid, and that the whole work was to be done for the sum of \$1,500, and that it was so understood by said Craine—does not know the precise cost of the church, but supposes that it cost about \$8,000, but that about one-fourth of that sum had been expended before Craine had any thing to do with said church—denies that he ever contracted with said Crarin to execute plans and superintend the building of said church, but avers that whatever plans Craine executed were done for his, Craine's, own convenience, and that Craine only superintended his own work which he was bound to do—that the masons and plasterers worked under special contracts, made with them by defendant, and that he never gave said Craine either directly or indirectly any authority to superintend the work—that on one occasion previous to defendant's being about to be absent, he gave Craine authority to receive and pay out monies during his absence—avers that all said Crarin was entitled to under said contracts was the sum of \$1,500, and that of this he has been paid \$1,055 96½, leaving a balance due him of \$444-37½ cents, which is all that is due him—avers that after the work had been fully completed, viz: in July, 1845, said Craine and defendant had a full accounting and settlement for the work done and services rendered by Crarin upon the church, in which defendant requested Craine to enter his account in his own hand writing upon the book kept by the defendant containing church accounts, and that Craine thereupon entered in said book in his own hand writing his account with words and figures following, viz:

“William Craine's account with Church.”
 “per first contract - - - - - \$1,000”
 “extra, pews, seats, &c. - - - - - 500”

—Avers that at that time the payments which had been made, together with the payments since made, amount to the sum of \$1,055 96½, leaving the balance of \$444 37½, as above stated—avers that Craine never set up any other claims than those rendered in his above account until the commencement of this suit, although defendant frequently saw him and on several occasions paid him money.

To this answer a general replication was filed, and the cause was tried by the court and a decree rendered in favor of the petitioner for the sum of \$901 25. Defendants moved for a new trial which was overruled, and thereupon defendants excepted and tendered their bill of exceptions which was signed by the Judge, from which it appears the following evidence was given in the case:

For the purpose of proving the settlement alleged in the defendant Carroll's answer, the defendants were permitted to proceed first, in order to save time, and thereupon offered the said church book in which was written the two several accounts as stated and set forth in the bill of exceptions—that which is stated in the right hand side of the second account being admitted to be on the hand writing of said Craine. The defendants then called one Burke who testified in substance that after all the work was done upon said church, except putting up a boll frame at which the hands were then engaged, the said Craine and Carroll were in the room together and commenced to settle the church accounts—that Craine did all the writing on the

occasion, that after speaking of the account for board which witness gave into them, as kept by him, witness, they then spoke of the \$1,000 contract and then of the pews. Defendant Carroll said they were to be \$400, but do what is right between yourself and the church, I have no personal interest in the matter. Crarin studied or mused for a while, and then wrote upon the book, and got up and threw down the book, and said we will make it \$1,500, and then they went to dinner. Witness understood it to be a final settlement of their accounts, that the parties appeared to be satisfied and on good terms with each other. The defendants here closed their case.

For the purpose of disproving the alleged settlement, the petitioner was permitted to introduce testimony, and thereupon called upon Booz who testified in substance that Sebastian Wise told him that Peter Wise, Bernard O. Hare, Thomas Clifford and himself were a building committee, and requested him to put in a bid for the carpenters work on said church, which he did put in for the sum of \$800; that the contract however was taken by one Chaney, at the sum of \$1,170 or \$1,180, as he was informed by the Wises, that they thought Chaney's bid the best, taking into consideration his subscription to the church and some difference in the plan—that Chaney did work to the amount of about \$300, that the work under the proposals, when witness bid, was not near as expensive as the plan on which the church was built. Chaney was to furnish materials in his proposals. Chaney was superceded in the work by Craine.

Petitioner then called one Bigelow, who stated in substance that he was a carpenter and lived in St. Louis, and at request of Craine inspected the work in the church, and found it was finished according to plan marked () except in some unimportant particulars, that he was not able to inspect the whole of the work as some was covered up and some too elevated—that all the work mentioned in exhibit A. in petitioner's bill is embraced in the contract or proposal mentioned in defendant Carroll's answer marked A., or in other words the \$1,000 contract—that \$500 is a fair price for the pews—that as to the work in petitioner's bill marked exhibit C. it is difficult to say what was or was not extra work, or what was not included in the \$1,000 contract, as said contract was so general—he considered, however, that the work charged in exhibit C. in petitioner's bill was extra work, and the prices generally correct—witness is not a professed architect, but drew plans for his own work—that the charge for superintending is frequently as much as five

per cent where he had a contract—that it was usual for persons who were building to make a plan for their own use. There were two plans of the church presented marked A. and B., also a plan of the interior marked () in conformity with which latter, the church was finished, that it was much more expensive than if done according to the plans marked () and ()—that all the work mentioned in petitioner's bills marked exhibits A. B. C. has been done on the church, and that the same is worth about the prices charged therefor—that the difference in plans is very evident, in the style and finish of the tower, cornice, horizontal flanks and front, also the elliptic window, circular steps going up to altar, the addition of two altars on each side of the principal altar, the railing in front thereof, and the small rooms under the music gallery.

Petitioner then introduced one Breman who testified in substance that he came up with Craine from St. Louis about the 1st of May, 1844, and worked for Craine from that time until 1st of August, 1844, under plan marked () and that Carroll knew the work was going on under said plan and approved it, and said nothing against it—that on the 1st August, 1844, the plan was changed and finished under the plan marked ()—never heard any thing said between Craine and Carroll about change of plans, but saw Craine in Carroll's room making out plan marked () in August, 1844—that Carroll got a wooden frame made for it to take east with him, and it was hung up in his room—never heard any thing about change of prices under the different plans. Craine superintended work and gave instructions to stone masons, plasterers and painters, and was very attentive and competent. Witness once heard Carroll say that he was to give \$500 for making the pews, but cannot tell at

what time—does not know whether the work charged in exhibit C. of petitioner's bill was embraced in the proposal marked A. in Carroll's answer or not—thinks however that some of it would not be, and other portions of it might be—cannot state the difference in the value of the work done under plan () over what it would have been worth if done under plan (), but thinks plan () the more costly—that he told Craine at one time, that if he was in Craine's place he would not work under the new plan unless he was paid for it—that belfry and cupola are the same thing, and the sanctuary includes all within the railing in front of the altar—the bell frame was made of timbers 8 by 10 and was about 4 feet one way by five the other, and thinks, was worth about \$35.

Petitioner then called one McGuire who testified that he boarded Craine's hands for Carroll—saw Craine in Carroll's sitting room in August, 1844, making out plan marked ().—Carroll was frequently there; the plan was hung up in the room and shown to strangers by Carroll as the plan of the church; thinks Carroll took it east with him whither he was going about three months soliciting donations. Craine's hands left off boarding with him several weeks before the dedication of the church, and the work was about finished when they left.—Witness is not a mechanic and cannot say whether the work was finished according to plan () or ()—it looks however to him like that represented in plan () except at the top of the cupola or belfry, which looks different somewhat. Witness understood that Craine and Carroll were having a settlement at the time spoken of by Burke, but went out of the room when they came in and knows nothing more about it; knows nothing about the prices of the work under the different plans, and never heard any thing about change of plans or prices.

Petitioner then introduced one Richardson, who swore that he worked at the stone work as a hand under Patrick Cullen, the contractor for the stone work, who was not at all times capable of giving proper instructions; that witness generally went to Craine for advice, who gave it readily; never heard Carroll direct any of the hands to go to Craine for instructions. Witness went to Craine because he thought he knew more about it than any body else.

Petitioner then called one Burriss, who swore that he was the contractor to do the plastering; that Craine once advised him to take off some plastering done by one of his hands in his absence and put it on better; that witness did so. That Craine made a wooden frame for him at his request to use in plastering over the Gothic windows which was as necessary for witness as his trowel; Carroll never said any thing to him about it.—Carroll agreed to furnish witness assistance in putting up the scaffold for plastering, and told him to call on Craine to help to put it up, which Craine did; it was worth about \$9 50 to put it up and as much to take it down. Craine was always ready to give instructions to any body that would ask him about the building.

Petitioner then introduced one John Mullady, who swore that he hauled water and materials for the church, sometimes at the request of one contractor, sometimes of another; that he considered each contractor who had taken work on the church was competent to superintend his own work; did not consider Craine a superintendent of any but his own contract, but he seemed to be very officious about the concern; that he believed he was kind about giving advice to the hands when was asked.

Petitioner then introduced one Giambetti, who swore that at Carroll's request he wrote to one Beltrammi, an excellent painter, to St. Genevieve, to do the painting on the church; that Beltrammi came to Alton and went with witness to Carroll; witness does not know whether they made a contract or not, but Beltrammi went on and did the painting. Beltrammi knew more about the painting than Craine, and told witness that Craine had painted or sketched two little crucifixes, which were very badly done. Knows nothing about Craine's superintending work on church.

The above was all the material testimony adduced.

IN THE SUPREME COURT.

December Term, 1847.

MICHAEL CARROLL, *et. al.*, Piff. in error. }

VS.

WILLIAM CRAINE, Def. in error. }

THIS was a petition to enforce a Mechanics Lien against the Catholic Church, in Alton. The material facts set forth in the petition, are, that the defendants were a Building Committee, and gave to the defendant, Michal Carroll, full authority to make all necessary contracts about the building of said church, and that in pursuance of said authority the said Michael Carroll in the month of April, 1844, contracted with the plaintiff to do the carpenters work upon the said church for the sum of one thousand dollars, which said carpenters work is particularly set forth in exhibit A. of said petition,—said Craine to commence immediately after making said contract to do the work, and to be paid within one year from its completion.—That he commenced the work and completed said contract on or about the 14th July, 1845. That he made another special contract in the spring of 1845, to put up the pews in said church, to be commenced immediately, for the sum of five hundred dollars, to be paid within one year from the time when the work should be finished—that he commenced the work mentioned in the second contract and finished the same about the 14th July, 1845, a bill of which is set forth marked B. That while the aforesaid contracts were in progress, the said Craine was employed to do sundry items of extra work, in and upon said church, the particular items of which are contained in exhibit C., and amount to the sum of seven hundred and twenty-one dollars twenty-six cents—that the said Craine was to do said extra work as soon as it could be done, and receive for the same as much as it was reasonably worth within one year after its completion, and that it was performed by the 14th July, 1845, and was worth \$721 26. That said church cost about \$8,000, and that said Craine superintended the building, and made the plans of said church, commencing in April, 1844, for which he was to have as much as his services were reasonably worth, to be paid in one year after the completion of said church, and that said services, in superintending and planning, were worth the sum of \$400, the particular items of which said services are contained in exhibit D. Petition states that no part of the monies for said contracts has been paid, amounting to two thousand six hundred and twenty-one dollars and twenty-six cents, and prays that the lien may be enforced against the said church.

To this petition Peter and Sebastian Wise, two of the defendants, answered; but their answer not being material, it is considered unnecessary to notice them. The defendant, Michael Carroll, answered said petition, and admitted that he made all the contracts which were made in and about the building of said church—admits that about the 12th of April, 1844, he made a contract with said Craine to do the carpenters work upon said church for \$1,000, according to said Craine's written proposal marked A. made a part of and set forth in said answer. Avers that about the 4th of April, 1844, said Craine submitted to him two proposals marked B. and C. accompanying said answer; that by the one marked B. Craine proposed to furnish materials for the sum of \$544 22, and to do the work therein specified for the sum of \$900,—and by the proposal marked C. Craine was to furnish materials for the sum of \$492 36, and to do the work therein specified for the sum of \$900. That both these proposals were rejected by him, said Carroll, for the reasons that he considered the price of the work too high, and that they did not include the finishing of the sanctuary and music gallery, and that he would accept no proposal which did not embrace all the carpenters work including the finishing of the sanctuary and music gallery for a specified price for the whole. After these proposals were rejected, that he, said Carroll, then proposed to furnish the materials himself, and to give \$1,000 for doing all the carpenters work upon said church, including sanctuary and music gallery, which said proposal was accepted by said Craine, who thereupon turned over proposal marked B. and wrote on the back of it, proposal marked A., above

mentioned: that said Craine proceeded to do the work under said contract A. according to his own plans, without any dictation or interference whatever on the part of said defendant, Carroll; nor does he know whether said work was done according to the plans exhibited to him by said Craine, or not, as said plans are in the possession of said Craine—that no particular time was specified for the payment of the said sum of \$1,000, but the same was to be paid as soon as he could do so, after the work was finished, which said work was finished about 14th July, 1845,—admits that he made another contract with petitioner in the spring of 1845, for putting up the pews in said church, but denies that he was to pay \$500 for the same, but \$500 was the compensation agreed for said pews and extra work and jobs, not included in the \$1,000 contract, and avers that it was so understood by the said Craine—averts that he never made any other or different contracts with said Craine than the two contracts aforesaid; and that the extra work charged in Craine's exhibit C. is included and covered by the two contracts aforesaid, and that the whole work was to be done for the sum of \$1,500, and that it was so understood by said Craine—does not know the precise cost of the church, but supposes that it cost about \$8,000, but that about one-fourth of that sum had been expended before Craine had any thing to do with said church—denies that he ever contracted with said Crarin to execute plans and superintend the building of said church, but avers that whatever plans Craine executed were done for his, Craine's, own convenience, and that Craine only superintended his own work which he was bound to do—that the masons and plasterers worked under special contracts, made with them by defendant, and that he never gave said Craine either directly or indirectly any authority to superintend the work—that on one occasion previous to defendant's being about to be absent, he gave Craine authority to receive and pay out monies during his absence—averts that all said Crarin was entitled to under said contracts was the sum of \$1,500, and that of this he has been paid \$1,055 96, leaving a balance due him of \$444 37 cents, which is all that is due him—averts that after the work had been fully completed, viz: in July, 1845, said Craine and defendant had a full accounting and settlement for the work done and services rendered by Crarin upon the church, in which defendant requested Craine to enter his account in his own hand writing upon the book kept by the defendant containing church accounts, and that Craine thereupon entered in said book in his own hand writing his account with words and figures following, viz:

"William Craine's account with Church."

"per first contract - - - - -"	\$1,000'
"extra, pews, seats, &c. - - - - -"	500'

—Avers that at that time the payments which had been made, together with the payments since made, amount to the sum of \$1,055 96, leaving the balance of \$444 37, as above stated—averts that Craine never set up any other claims than those rendered in his above account until the commencement of this suit, although defendant frequently saw him and on several occasions paid him money.

To this answer a general replication was filed, and the cause was tried by the court and a decree rendered in favor of the petitioner for the sum of \$401 25. Defendants moved for a new trial which was overruled, and thereupon defendants excepted and tendered their bill of exceptions which was signed by the Judge, from which it appears the following evidence was given in the case:

For the purpose of proving the settlement alleged in the defendant Carroll's answer, the defendants were permitted to proceed first, in order to save time, and thereupon offered the said church book in which was written the two several accounts as stated and set forth in the bill of exceptions—that which is stated in the right hand side of the second account being admitted to be on the hand writing of said Craine. The defendants then called one Burke who testified in substance that after all the work was done upon said church, except putting up a toll rane at which the hands were then engaged, the said Craine and Carroll were in the room together and commenced to settle the church accounts—that Craine did all the writing on the

occasion, that after speaking of the account for board which witness gave into them, as kept by him, witness, they then spoke of the \$1,000 contract and then of the pews. Defendant Carroll said they were to be \$400, but do what is right between yourself and the church, I have no personal interest in the matter. Crarin studied or mused for a while, and then wrote upon the book, and got up and threw down the book, and said we will make it \$1,500, and then they went to dinner. Witness understood it to be a final settlement of their accounts, that the parties appeared to be satisfied and on good terms with each other. The defendants here closed their case.

For the purpose of disproving the alleged settlement, the petitioner was permitted to introduce testimony, and thereupon called upon Booz who testified in substance that Sebastian Wise told him that Peter Wise, Bernard O. Hare, Thomas Clifford and himself were a building committee, and requested him to put in a bid for the carpenters work on said church, which he did put in for the sum of \$800; that the contract however was taken by one Chaney, at the sum of \$1,170 or \$1,180, as he was informed by the Wises, that they thought Chaney's bid the best, taking into consideration his subscription to the church and some difference in the plan—that Chaney did work to the amount of about \$300, that the work under the proposals, when witness bid, was not near as expensive as the plan on which the church was built. Chaney was to furnish materials in his proposals. Chaney was superseded in the work by Craine.

Petitioner then called one Bigelow, who stated in substance that he was a carpenter and lived in St. Louis, and at request of Craine inspected the work in the church, and found it was finished according to plan marked () except in some unimportant particulars, that he was not able to inspect the whole of the work as some was covered up and some too elevated—that all the work mentioned in exhibit A. in petitioner's bill is embraced in the contract or proposal mentioned in defendant Carroll's answer marked A., or in other words the \$1,000 contract—that \$500 is a fair price for the pews—that as to the work in petitioner's bill marked exhibit C. it is difficult to say what was or was not extra work, or what was not included in the \$1,000 contract, as said contract was so general—he considered, however, that the work charged in exhibit C. in petitioner's bill was extra work, and the prices generally correct—witness is not a professed architect, but drew plans for his own work—that the charge for superintending is frequently as much as five per cent.—but he never charged any thing for superintending where he had a contract—that it was usual for persons who were building to make a plan for their own use. There were two plans of the church presented marked A. and B., also a plan of the interior marked () in conformity with which latter, the church was finished, that it was much more expensive than if done according to the plans marked () and ()—that all the work mentioned in petitioner's bills marked exhibits A. B. C. has been done on the church, and that the same is worth about the prices charged there or—that the difference in plans is very evident, in the style and finish of the tower, cornice, horizontal flanks and front, also the elliptic window, circular steps going up to altar, the addition of two altars on each side of the principal altar, the railing in front thereof, and the small rooms under the music gallery.

Petitioner then introduced one Breman who testified in substance that he came up with Craine from St. Louis about the 1st of May, 1844, and worked for Craine from that time until 1st of August, 1844, under plan marked () and that Carroll knew the work was going on under said plan and approved it, and said nothing against it—that on the 1st August, 1844, the plan was changed and finished under the plan marked ()—never heard any thing said between Craine and Carroll about change of plans, but saw Craine in Carroll's room making out plan marked () in August, 1844—that Carroll got a wooden frame made for it to take east with him, and it was hung up in his room—never heard any thing about change of prices under the different plans. Craine superintended work and gave instructions to stone masons, plasterers and painters, and was very attentive and competent. Witness once heard Carroll say that he was to give \$500 for making the pews, but cannot tell at

what time—does not know whether the work charged in exhibit C. of petitioner's bill was embraced in the proposal marked A. in Carroll's answer or not—thinks however that some of it would not be, and other portions of it might be—cannot state the difference in the value of the work done under plan () over what it would have been worth if done under plan (), but thinks plan () the more costly—that he told Craine at one time, that if he was in Craine's place he would not work under the new plan unless he was paid for it—that bellry and cupola are the same thing, and the sanctuary includes all within the railing in front of the altar—the bell frame was made of timbers 8 by 10 and was about 4 feet one way by five the other, and thinks, was worth about \$35.

Petitioner then called one McGuire who testified that he boarded Craine's hands for Carroll—saw Craine in Carroll's sitting room in August, 1844, making out plan marked ().—Carroll was frequently there; the plan was hung up in the room and shown to strangers by Carroll as the plan of the church; thinks Carroll took it east with him whither he was going about three months soliciting donations. Craine's hands left off boarding with him several weeks before the dedication of the church, and the work was about finished when they left.—Witness is not a mechanic and cannot say whether the work was finished according to plan () or ()—it looks however to him like that represented in plan () except at the top of the cupola or bellry, which looks different somewhat. Witness understood that Craine and Carroll were having a settlement at the time spoken of by Burke, but went out of the room when they came in and knows nothing more about it; knows nothing about the prices of the work under the different plans, and never heard any thing about change of plans or prices.

Petitioner then introduced one Richardson, who swore that he worked at the stone work as a hand under Patrick Cullen, the contractor for the stone work, who was not at all times capable of giving proper instructions; that witness generally went to Craine for advice, who gave it readily; never heard Carroll direct any of the hands to go to Craine for instructions. Witness went to Craine because he thought he knew more about it than any body else.

Petitioner then called one Burriss, who swore that he was the contractor to do the plastering; that Craine once advised him to take off some plastering done by one of his hands in his absence and put it on better; that witness did so. That Craine made a wooden vault for him at his request to use in plastering over the Gothic windows which was as necessary for witness as his trowel; Carroll never said any thing to him about it.—Carroll agreed to furnish witness assistance in putting up the scaffold for plastering, and told him to call on Craine to help to put it up, which Craine did; it was worth about \$9 50 to put it up and as much to take it down. Craine was always ready to give instructions to any body that would ask him about the building.

Petitioner then introduced one John Mullady, who swore that he hauled water and materials for the church, sometimes at the request of one contractor, sometimes of another; that he considered each contractor who had taken work on the church was competent to superintend his own work; did not consider Craine a superintendant of any but his own contract, but he seemed to be very officious about the concern; that he believed he was kind about giving advice to the hands when was asked.

Petitioner then introduced one Giambetti, who swore that at Carroll's request he wrote to one Beltrammi, an excellent painter, to St. Genevieve, to do the painting on the church; that Beltrammi came to Alton and went with witness to Carroll; witness does not know whether they made a contract or not, but Beltrammi went on and did the painting. Beltrammi knew more about the painting than Craine, and told witness that Craine had painted or sketched two little crucifixes, which were very badly done. Knows nothing about Craine's superintending work on church.

The above was all the material testimony adduced.

2	Blackford	328
14	I R	63
2	I b R	62
7	I b R	75 note
1	Hellman	423
2	Hellman	261
1	Bosonguet & Puller	49

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State of Illinois }
Madison County } p Pleas of Record in the Circuit
Court of Madison County

State of Illinois,

Before the Honorable Gustavus Koerner
Associate Justice of the Supreme Court and
Presiding Judge of the Second Judicial Circuit
of said State of which the County of Madison com-
poses a part

Be it remembered that heretofore to wit on the 9th day
of October AD 1846 William Craine Petitioner by
William Martin his attorney came and filed
in the Clarks office of the Circuit Court of said
County his petition in words and figures as
follows

State of Illinois }
Madison County } p In the Madison Circuit Court
in and for the County & State
aforesaid of the October Term of said Court
AD 1846

William Craine

vs

Michael Carroll

Peter Vice Bernard O'Heare

Sebastian Wise & William

Quarter

} Petition to Secure a
Mechanics Lien on
St Peters & St Pauls
Church, Alton, Illinois

To the Honorable Gustavus Koerner Judge of the
Madison Circuit Court

Your Petitioner William Craine Shows to Your
Honor that in 1843 the above named defendant
Sebastian Wise purchased & became the owner in fee

Simple of the following described piece of Land in the
Town (now City) of Alton To Wit a Lot of Land in the
City of Alton being a part of lot number Two (2)
in Block Fourteen (14) being fifty feet (50) wide
by Seventy two (72) feet deep & is bounded as follows
Beginning on the North Side of Third Street at the Corner
of Third Street & Court Square which is the South East
Corner of Lot Two (2) in Block Fourteen (14) running
thence Westwardly on the North Side of Third Street fifty
feet; thence Northwardly parallel with Court Square
Seventy two feet; thence Eastwardly parallel with
Third Street fifty feet (50) to Court Square; thence North-
wardly on the West Side of Court Square Seventy Two
feet to the place of beginning lying and being in the
County of Madison & State of Illinois. That the said
Sebastian Wise purchased said lot with the intention
& for the purpose of having built thereon a Catholic
Church, to be called St Peter & St Pauls Church, Alton,
That said Church was to be built by the parishioners
of said Catholic Church & it was the agreement and
understanding between the said Sebastian Wise & the Parishion-
ers of said Church, that when said Church was finished,
that the said lot of land & the Church erected thereon
was to be conveyed by the said defendant Sebastian Wise
to the said defendant William Quarter, who was to hold
said lot & church in fee simple, for the use & ^{benefit} of the
religious congregation of Roman Catholics of Alton, Illinois
denominated St Peter & St Pauls Church, Alton, the said
defendant William Quarter, being the Right Reverend
Catholic Bishop for the diocesis of Chicago, Illinois
That the said defendants Michael Carroll, Peter Wise,
Bernard O'Keefe & Sebastian Wise, were a committee
to Superintend the building of said Catholic Church,

in Alton, appointed by the Parishioners of said Church, that said Committee, authorized and appointed the said defendant Michael Carroll, who is the Pastor of said Church & one of said Committee to take the direction & management of the construction & building said Church & of furnishing the materials therefor & also the making all such contracts with third persons as were necessary in & about the building said Church & said Committee also gave to the said defendant Michael Carroll full power & authority to have said Church built & finished according to such plan & in such manner as seemed meet & proper to him the said Michael Carroll. That in pursuance of the authority of said Committee, the said Michael Carroll proceeded & built a church on the lot aforesaid. And the said Carroll, made a contract with Wm. Pettibone in the month of April A.D. 1844, to perform, the following Carpenters work on said Church. To wit, To put in said Church two thousand five hundred feet of joists in the nave & Sanctuary & bridge the same; also to put in one hundred & twenty four plates on the walls 3 by 4 inches; also to put in nineteen girders under the joists of Sanctuary; also to put in two hundred & twenty joists in girders of Mt & S. bridge; also to put in fifty eight girders framed; also to put in two thousand one hundred & forty four joists in the ceiling; also to put in three thousand one hundred & fifty feet of principal roof with foot beams & King Posts; also to put in principals, Curloins, Wall and heel Plates, braces & jack rafters; also to put on said Church three thousand one hundred feet of Sheathing & Shingling; also to put on eighteen feet of guttering behind the Chimneys & towers; also to put in fifty two & a half feet of posts ^{in the} M. S. rough Oak; also to do one thousand & sixty feet of framing for the tower of the Church; also to furnish twenty days labour in raising material for the roof

& Tower of Church; also to furnish seven hundred feet of finish on the Tower; also to make the roof with Shafts & machicolations on the Tower; also to put in two thousand seven hundred feet of flooring, on the floors in the nave, the Sanctuary & Music Gallery; also to put in one thousand three hundred & eighty feet of partitions appertaining to the Sanctuary; also to put in two pillars & fourteen Antae each twelve feet high by one foot three inches wide with angular Caps &c; also to put in ninety eight feet of Cornice & with brackets for the Sanctuary; also to make & put in the Church eighty feet of Gothic Arch work pannelled fifteen inches wide for the Sanctuary; also one platform with steps, Altar, Nativity &c; also two doors with frames, trimmings &c for Sanctuary; also nine plain straight steps for the Sanctuary; also one hundred & sixteen feet of plain boxing at eaves for gutters; also to make & put in one thousand two hundred & nine lights of diamond Gothic Sashes; also eighty eight lights of Plain 10 x 14 Sashes; also forty eight lights of 10 by 12 lights plain; also two doors & Casings in the basement; all which work is more particularly designated & described on the annexed exhibit marked (A) & made part of this petition that by the terms of said Contract Wm petitioner was to have the sum of one thousand dollars for doing and performing the work specified as aforesaid, that Wm petitioner was by the terms of said Contract to commence said Carpenter work immediately after the same was made & was to finish the work as soon as it could be done & performed; that the said petitioner was to receive his pay for doing said work within one year from the time that the work aforesaid should be done & completed on said Church. Wm Petitioner avers that he com-

commenced to do the said work on said Church immediately after entering into said contract, & diligently continued in the performance of said work on the Church until it was completed, which was on or about the fourteenth day of July A.D. 1845. Your petitioner further avers that he also made another special contract with the said defendant Michael Carroll, under the authority of said Committee, to put up in said Church all the pews necessary for said Church which contract was made in the Spring of 1845; that by the terms of said contract Your petitioner was to commence to put in said pews immediately after the contract was made & that he was to finish & complete the putting in said pews as soon as the same could be put up in said Church that Your petitioner was to receive the sum of Five hundred dollars for putting in said pews and that he was to have his pay for putting them in within one year from the time that said pews should be finished. Your petitioner avers that he commenced to erect said pews in the said Church directly after making the contract to put them up & completed said pews by the fourteenth day of July A.D. 1845 according to his said contract, a bill of which pews are made part hereof & marked with the letter (B). Your petitioner further avers, that while he was doing the work aforesaid upon said Church, under the two special contracts aforesaid, the said defendant Michael Carroll acting under the authority of said Committee procured Your petitioner to do and perform sundry items of extra work on in and about said Church & which items of extra Carpenter's work, are not included in the work that was to be done & performed under & by virtue of said two special contracts & the particular items of which extra work will be found in the exhibit (C) made part of this petition and which

Extra work amounts to the sum of Seven Hundred
& Twenty One dollars & Twenty Six Cents, that by the terms
of the contract for said extra work Your petitioner
was to do the same as soon as it could be done
after the direction was given that it should be done & that
Your petitioner was to have so much for said extra work
as it was reasonably worth & that Your petitioner was to
have his pay for doing said extra work within one year
after the same was completed, Your petitioner avers
that said extra work was all completed by the fourteenth
day of July AD 1845 and that said extra Carpenters
work done on the Church as aforesaid was reasonably
worth the sum of Seven Hundred & twenty one dollars &
twenty six cents. Your petitioner further represents that
said Church has cost the sum of about Eight thousand
dollars & that he superintended the building of said
Church, which was a labor and service rendered for the
Church in the construction & finishing the same, that
said planning of said Church & superintending the build-
-ing thereof commenced in the month of April 1844
& terminating in July 1845 & was done with the consent
& at the request of the said defendant Michael Carroll
acting under the authority and approbation of said Com-
-mittee that Your petitioner was to have for Superintend-
-ing & planning as aforesaid by the contract made
for superintending & planning said Church as much
as said services were reasonably worth & that the pay-
-ment for said planning & superintending was to be
made in one year after the Church was finished.

Your petitioner avers that said services & labor ren-
-dered in superintending & planning the Church was rea-
-sonably worth the sum of Five per centum on the
said cost of the Church which is the sum of Four

Hundred dollars; That said Church was completed, on the fourteenth day of July 1845 & that the petitioner makes the exhibit (D) the bill for said Superintending & planning said Church a part of this petition. Your petitioner avers that the said Thousand Dollars for doing the work under the first contract named herein; and the five hundred dollars for putting up the pews under the second contract above named; and the seven hundred & twenty one dollars & twenty six cents for doing said extra work; and the said sum of Four hundred dollars for Superintending & planning said Church, were all due and payable to Your petitioner on or before the fourteenth day of July 1846 & that no part of said sums of money have been paid to Your petitioner by the defendant or any of them, or by the parishioners of said Church, but the whole amount of said several sums of money being in the aggregate the sum of Two Thousand Six hundred & twenty one dollars & twenty six cents is now due to Your petitioner for work & labor & Superintending & planning said Church as aforesaid, Your petitioner further shows that the defendant Sebastian Wise has within a few months last past conveyed said lot & the said Church built thereon to the Defendant William Leavelle Catholic Bishop of Chicago Illinois for the use of the religious congregation of Roman Catholics of Alton Illinois without receiving any consideration therefor and with full notice that Your petitioner had done & performed the Carpenter's work aforesaid on said Church & that he had superintended the building thereof & had planned the same as aforesaid & with notice that Your petitioner had not received his pay for the same, Your petitioner, therefore prays that the defendants may be brought into Court in due form of law to answer this petition; That upon a final hearing of this

cause, that Your honor will require the defendants
or some of them to pay him the amount of his claim
against said Church. That the Court will also make
the Judgment or decree rendered in this cause, a Spe-
-cial lien upon the Lot aforesaid & the said Church
erected thereon in pursuance of the Mechanics lien
law of the State of Illinois & in the event that said de-
-fendants do not pay the Judgment or decree ren-
-dered in this cause by the day to be named by the
Court that then the said Lot & Church may be sold
to satisfy, Your petitioner's claim & all the costs that
may accrue in this suit, Your petitioner avers
that all the defendants above named except, William
Quarter, reside in the County of Madison & that the
said William Quarter resides in the County of Cook
in the State of Illinois & therefore prays process
to said Counties respectively,

} William Craine by
Wm Martin
his attorney

William Craine
vs
Michael Carroll
Peter Wise, Bernard
O'Hard, Sebastian
Wise & William
Quarter } Madison Circuit Court
Petition to Secure Mechanics Lien
H I do hereby enter myself security
for costs in this cause & ackn-
owledge myself bound to pay or caused to be paid all
costs, which may accrue in this action either to the
opposite party or to any of Officers of this Court in
pursuance of the laws of this State
dated Oct 6th 1846 William Martin

The following are the portions of work constituting enclosing &c referred to by Contract of April 1844 at which time Rev. M. Carroll did not consider that he would have been enabled to procure sufficient funds to justify him in progressing with the completion of the Church

Michael Carroll Peter Wise, Barnard O'Hare and Sebastian Wise building Committee of the Catholic Church Alton Illinois

To William Craine LG

2500 Ft. Loists, nave & Sanctuary budget &c @ \$ 1.20 per Square	\$	300.00
124 " Plates on walls 3x4 inches	1 foot	1.24
19 " Girders under joists of Sanct ^y	10 do	1.90
220 " Joists in girders M. S. budget &c	1.30 Square	2.86
58 " Girders framed do ---	15 foot	8.70
2144 " Joists in ceiling -----	1.30 Square	27.87 ⁵
3150 " Principal roof with foot beams King Posts Principals, Purloins, Wall & chel plates, braces, & Jack rafters	10,00 Square	315.00
3100 Ft Sheathing & Shingling &c	2,00 do	62.00
18 " Suttering behind Chimneys and towers	10 foot	1.80
52 ¹ / ₂ " Posts in M. S. rough, Oak	12 do	3.06
10600 " Framing in tower	1,75 Square	18.55
20 Days raising materials for roof and tower	1,75 " day	35.00
740 Ft. Finish on tower	14,00 Sq	29.00
Cross with Shaft &c and machicolations on tower	20,00	20.00
2700 Ft. Floors, nave, Sanct ^y and M. S.	1,100 per Sq	27.00
1380 " Partitions appertaining to Sanct ^y	120 do	16.56
2 Pillars @ \$6.00 and 14 Antae all of which are 12ft high by 1ft 3in wide @ \$5.00 angular caps &c	82.00	82.00
98 Ft cornices &c with brackets Sanct ^y	1.15 per foot	112.70

536.95⁵

80 Ft Gothic arch work pannelled 15 in wide Sanct^y
 1 Platform with Steps, Altar, Tabernacle &c
 2 doors with frames, trimmings &c Sanct^y
 9 Plain Straight Steps, Sanct^y
 116 Ft Plain boxing at eaves for gutters
 1209 Lights diagonal gothic Sashes
 80 do plain 10 x 14 do
 48 do do 11 x 12 do
 2 Doors & Casings &c Basement

80 .. foot	64.00	
	50.00	
7.50 each	15.00	
1.00 do	9.00	
30 per foot	34.80	
18 .. light	217.62	
12 do	9.60	
11 .. do	5.28	
44,000 each	8,110	1,71.56

Value 12,118.52 $\frac{1}{2}$

Contract 10,000.00

Exhibit (A) made part of the annexed Petition

Michael Carroll, Peter Wise,
 Bernard O Howard & Sebastian
 Wise building Committee of
 the Catholic Church at Alton
 Illinois

1875

July 14th

To William Braine Esq

For putting up pews in said Church
 as per Contract

\$500.00

Exhibit (B) made part of the annexed petition

Michael Carroll, Peter Wise, Barnard O'Hard and Sebastian
 Wise building committee of the Catholic Church at Alton Illinois
 vs William Craine Dr

17 1/2 ft cornice horizontal flanks & front	\$ 40 per foot	710.40	
60 " " making Facade	1.10 " do	66.00	
Front Door Frame of oak, moving refuse &c	" "	70.00	
Improvements on Tower 58 days	175 per day	101.00	
Erecting and Striking Scaffolds 11 do	175. do	19.25	
Completing 6 windows in nave	2.10 each	12.60	
Do 2 do Sacristy	1.10 do	2.10	
Arched Ceiling over Vestibule		5.00	
4 Rustic pillars and 3 arches with trimmings		45.00	
2 Pillars and Antae do do		20.00	
40 ft high cornice with brackets &c lined on back	1.10 per foot	44.00	
1 pair Spring doors gothic head with trimmings	10.00 -	10.00	
4 Back doors with frames trimmings &c	8.00	32.00	491.15
4 Equilateral centres, Splayed Setting &c	3.00 each	12.00	
5 1/2 Squares partitions under M. S.	1.10 per Sq	6.05	
Arched ceiling frames &c over M. S.	8.00	8.00	
21 ft Curvilinear railing, gates, pillars, &c Sanct	2.50 per foot	52.50	
9 Steps do with buttresses &c " " do	5.00 each	45.00	
2 Altars with communicating frames &c	7.00 do	14.00	
1 Elliptical window 4 ft 6 in by 2 ft 10 in with trim	7.00 ---	7.00	
1 Frame for Altar piece	3.50 ---	3.50	
99 ft. moulded base, grounds &c Sanct & nave	12 per foot	11.88	
9 " Bevelled do do Vestibule	12 do	1.08	
160 " Plain do throughout	6. do	9.60	
5 Squares high arched ceilings. Sanct	5.00 Sq	25.00	
Hanging bell with frame	"	35.00	
			\$ 721.26

Exhibit (C) made part of the annexed
 Petition

Michael Carroll Peter Wise, Barnard O'Hare and
Sebastian Wise building Committee of the Catholic
Church Alton Illinois

1845 To William Craine Esq

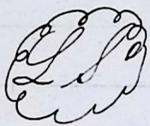
July To Superintending & executing plans
for the said Church at 5 per Cent on
the value estimated at \$8000 - \$400.00

Exhibit (D) made part of the annexed petition
When upon afterwards to wit on the 10th day of October
AD 1846, there was issued out of and under the Seal
of said Court two writs of Summons as follows

State of Illinois }
Madison County } To The People of the State of Illinois
To the Sheriff of Madison County Greeting

We Command You that you Summon Michael Carroll
Peter Wise, Barnard O'Hare, Sebastian Wise and William
Quarter, if to be found within Your Bailiwick to be and
appear before the Judge of the Madison Circuit Court
in and for the County of Madison on the First day of the
next Term of said Court to be holden at the Court house
in the town of Edwardsville on the 4th Monday in the
Month of October in the Year of our Lord one thousand eight
hundred and forty six to answer a Petition exhibited in our
Court against them by William Craine to Secure a Mechan-
ics Lien on St Peters & St Pauls Church Situated on the following
described piece of land in the Town (now City) of Alton to wit
being a part of Lot No 2 in Block 14 being 55ft wide by 72ft
deep & is bounded as follows beginning on the North side of
3^d Street at the corner of 3^d St & Court Square which is the South
East Corner of Lot 2 in Block 14 running thence Westwardly
on the North side of this St 55ft, thence Northwardly parallel
with Court Square 72 ft thence Eastwardly parallel with 3^d St

50 ft to Court Square thence Southwardly on the west
side of Court Square 72 ft to the place of Beginning lying
& being in the County of Madison & State of Illinois for the
sum of Twenty Six hundred & Seventy One dollars and
Twenty Six Cents And thus Mon will in no wise Omitt
under the penalty of what the Law direct And have
Mon then then this writ



Witness W. Tyler, Brown Clerk of Said Circuit
Court and the Seal thereof at Edwardsville
this 10th day of October in the Year of our Lord
One thousand eight hundred and forty Six
Wm. J. Brown Clerk

Upon which the Sheriff endorsed his return in words
and figures as follows

I have duly executed this writ upon Michael Canale
one of the within named defendants by reading the con-
-tents of the same to him on this the 24th day of October
1846

Andrew Miller Sheriff

By Chas Murray Deputy

I have duly executed this writ by reading the same to
Peter Wise and Sebastian Wise two of the within named
defendants as I am within Commanded
Oct 16th 1846

A. Miller Sheriff

By Charles Murray Deputy

The other within named defendants not to be found
in my County
Oct 26th 1846

A. Miller Sheriff

By Chas Murray Deputy

State of Illinois }
Madison County } For the People of the State of Illinois
To the Sheriff of Cook County meeting

We command you that you summon Michael Carroll
Peter Wise Barnard O'Hare, Sebastian Wise, and William
Quenter If to be found within your bailiwick to be and
appear before the Judge of the Madison Circuit Court
in and for the County of Madison on the first day of the
next term of said Court to be holden at the Court-house
in the Town of Edwardsville on the 4th Monday in the
Month of October in the Year of our Lord one thousand eight
hundred and forty six to answer a Petition exhibited in our
said Court against them by William Braine to Secure a mech-
-anics lien on St Peter & St Pauls Church situated on a part of
lot No 2 in Block 14 in the City of Alton being 50 ft wide by 72 ft
deep bounded as follows beginning on the North side of 3^d St
at the Corner of 3^d St & Court Square which is the South East Corner
of Lot 2 Block 14 running thence Westwardly on the North side
of 3^d St 50 ft thence Northwardly parallel with Court Square
42 ft thence Eastwardly parallel with 3^d St 50 ft to Court Square
thence Southwardly on the West side of Court Square 72 ft to the
place of beginning lying & being in the County of Madison
& State of Illinois for the sum of Twenty Six hundred &
twenty one dollars and twenty six cents

And this you will in no wise omit under the penalty
of what the Law directs. And have you then these
this writ

Witness W. Tyler, Brown Clerk of said
Circuit Court and the seal thereof at
Edwardsville this 10th day of October in
the Year of our Lord one thousand eight
hundred and forty six
Wm Tyler Brown Clerk

in no wise omit under the penalty of what the Law
directs And have from then then this writ

W. F. Brown

Witness W. F. Brown Clerk of
Said Circuit Court And the Seal thereof
At Edwardsville this 18th day of February
in the Year of our Lord One thousand
Eight hundred and forty Seven
Wm F Brown Clerk

Upon which the Sheriff enclosed his return in words
and figures as follows

Not executed not having been received in time
April 1st 1827

J. Cook Sheriff of
Cook County Illinois
By John Beach, Deputy

And afterwards to wit on the 17th day of March A.D. 1827
at a term of said Court then holden at the Court house
in Edwardsville an Answer to said Petition was filed
in words and figures following

Michael Carroll, Peter Mie,
Bernard O'Hara, Sebastian Mie,
and William Quanta

ads

William Korraine

In the Madison Circuit
Court Petition to enforce
Mechanics Lien &c

The joint and several Answers of Sebastian
Mie and Peter Mie two of the Defendants in the above entitled
Cause

These Defendants now and at all times hereafter
saving and reserving to themselves and each of them
all benefit of exception to the many errors and imperfec-
tions in said petition set forth, for answer thereto or to
so much thereof, as they are advised it is necessary for
them to answer unto, answering say, that it is true as
stated in said petition that in the Year 1823 this defendant

Sebastian Wise purchased and became the owner of the lot of ground in said petition described - it is also true as stated in said petition that he purchased said lot with the intention and for the purpose of having a Catholic Church built thereon; but this Defendant Sebastian Wise for himself denies that at the time when he purchased said lot it was the understanding as stated in said petition that he was to convey the said lot and Church to be built thereon to William Dearter his co-defendant, the said William Dearter not being at that time the Bishop for the diocese of Chicago as this Defendant is informed & believes, but this Defendant was at the time of said purchase and always has been willing to convey said lot & Church as hereinafter stated. And the said Defendant Sebastian Wise further severally answering says that it is not true as stated in said Petition that he was one of a committee appointed to superintend the building of said Church this defendant believes that the names of certain persons were used as a committee to receive proposals for building said Church and this defendant was consulted in relation thereto and his name was used as a member of said committee but without his knowledge and the said Defendant Peter Wise further severally answering says, that his name was used as a member of a committee to receive proposals for building said Church at the time when it was first contemplated to build said Church, but said committee never organized or acted afterwards as a committee for that or any other purpose. And these Defendants further answering say that the said Church was built under the sole direction and management of their co-defendant Michael Carrow acting on his own responsibility; that said committee were organized or assumed upon themselves the direction or management of the building of said Church. These Defendants further answering that they or either of them, to the knowledge or belief of the other of them, have no information and cannot state whether the said Michael

* Said Lot and Church in trust for the benefit of the Catholic Church in Alton and Tins the Diocese of Chicago has been established has been and is willing to convey.

Carroll made the several contracts with the said William Coan which are set forth in said petition; that all the contracts for the building of said Church were made with the said Michael Carroll, and these Defendants having no knowledge in relation to the said contracts can neither admit nor deny the same, but leave the said petitioner to make such proof thereof as he may be able - and this defendant Sebastian Wise further severally answering says that it is not true as stated in said petition that he has conveyed the said lot and Church built thereon to his co-defendant the said William Quarter, If it were true that this defendant has made out a deed for the said Lot and Church to the said William Quarter Bishop as aforesaid and has acknowledged the same; but the said deed has not yet been delivered and is still in the possession of this defendant, nor does he intend to deliver the same until he shall have been paid for the said Lot, This defendant has always been willing to convey the same to the Bishop thereof in trust as aforesaid, whenever he shall be paid for said lot, but said payment has not yet been made - And these Defendants having fully answered the several matters and things in said petition set forth, pray to be hence discharged with their costs &c.

Sebastian Wise
Peter Wise

State of Illinois }
Madison County }

S. Sebastian Wise being duly sworn doth depose and say that the foregoing answers

and the matters and things therein stated so far as the same are stated by him severally or jointly with the said Peter Wise are true in substance and in fact

Sworn to & subscribed before me this 2^d day of November
A.D. 1846

Sebastian Wise

J. B. Koudley
Justice of Peace

State of Illinois

Madison County

S, S. Peter Wise being duly sworn doth depose

And say that the foregoing answer and the matters and ~~and~~ things therein stated so far as the same are stated by him severally & jointly with the said Sebastian Wise, are true in substance and in fact.

Sworn to & subscribed before me this 2^d day of November A.D. 1826

L. B. Keadley
Justice Peace

Peter Wise

To which the said petitioner on the same day filed his exceptions in words as follows

Madison Circuit Court

William Braine
vs

Michael Carroll et al

Petition to secure a
Mechanics lien

Exceptions to the answers of Sebastian & Peter Wise, impleaded &c 1st That to that part of the petition that avers, that it was "the agreement and understanding between the said Sebastian Wise & the parishioners of said St Peter & St Paul's Church, that he should convey said lot to the use of said Church as soon as it was built the said answer does not respond as it neither admits, or denies that it was or was not the agreement & understanding," as in the petition alleged
Exception 2^d That "to that part of the ~~the~~ petition" that avers that Michael, Michael Carroll, under the approbation and with the knowledge and consent of said Sebastian Wise went on and made a contract with said petitioner & that the Petitioner went on and done the work on said Church for the benefit of said Church, on the lot of the said Sebastian Wise, he the said Sebastian Wise having full knowledge that the petitioner was so performing the said work; the answer is not responsive to the petition in admitting, or denying said avowments

Exception 3. That the answer of the said Sebastian Wise is insufficient in this, that said answer, attempts to set up a lien on the part of the said Sebastian Wise, for the purchase money of said lot, which he insists must be paid to him before he will convey said lot and Church to the said William Quater for the use of the Catholic Congregation of the City of Alton, but does not set forth what sum of money he claims as his due for the purchase money of said lot Therefore for the defects in the answer of the said Sebastian Wise and Peter Wise, the Plaintiff prays that said defendants may be ordered to put in a full & perfect answer to those parts of said petition, as the petitioner avers, have not been fully answered

William Martin atty for
Plaintiff

Whereupon the Court afterwards to wit on the 18th day of March 1847 at the said term last aforesaid made an Order as follows

William Craine

vs

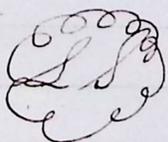
Michael Carroll Peter Wise
Bernard O'Keefe Sebastian
Wise and William Quater

Petition to secure a Mechanics lien

This day come the parties by their attorneys and on motion it is ordered by the Court that the exceptions to answers filed herein be referred to David L. Baker Esq for decision thereupon, and on motion of Michael Carroll by his attorney time is given him until the first day of July next in which to file his answer and it is further ordered that if the exceptions to answers already filed shall be allowed then in that case amended answers to be filed by said first day of July next and this cause is continued until the next term of this Court

Afterwards on the 14th day of April A.D. 1847 a pluries
summons was issued herein to the County of Cook
To wit

State of Illinois }
Madison County } For The People of the State of Illinois
To the Sheriff of Cook County greeting
We command you as you have twice before been commanded
That you summon Michael Carroll, Peter Wise, Bernard
O'Hare, Sebastian Wise and William Dearter to be found
within your bailiwick, to be and appear before the Judge of the
Madison Circuit Court in and for the County of Madison, on the
first day of the next Term of said Court to be holden at the Court
house in the Town of Edwardsville, on the 3^d Monday in the Month
of August in the Year of our Lord one thousand eight hundred and
forty seven to answer a Petition exhibited in our said Court
against them by William Craine, to secure a Mechanics Lien
for the sum of Twenty six hundred & twenty one dollars and
Twenty six cents, on St Peter & St Pauls Church, situated on a part
of Lot 2 in Block 14 in the City of Alton, being 50 ft wide by 72 ft
deep & bounded as follows beginning on the North Side of 3^d St
at the corner of 3^d St & Court Square which is the South East
corner of lot 2 Block 14 running thence westwardly on the
North side of 3^d St 50 ft, thence Northwardly parallel with Court
Square 72 feet thence Eastwardly parallel with 3^d St 50 ft to
Court Square thence Southwardly on the West Side of Court Square
72 ft to the place of beginning lying & being in the County of Madis-
on & State of Illinois, And this you will in no wise omit
under the penalty of what the law directs. And have you
then then this writ



Witness W. Tyler Brown Clerk of said Circuit
Court and the Seal thereof at Edwardsville
this 14th day of April in the Year of our Lord
one thousand eight hundred and Forty seven
Wm. T. Brown Clerk

admits that it was understood at the time said lot was purchased, that the said lot and Church to be built thereon was to be held in trust for the benefit of the congregation of Roman Catholics in Alton, but this Defendant does not recollect and cannot state whether the same was to be held in trust as aforesaid by the said Sebastian Wise, or whether it was understood at that time that the said lot & Church were to be conveyed by said Wise to some other person in trust as aforesaid. This Defendant further answering says that it is not true as stated in said petition that this Defendant and the said Peter Wise, Bernard O'Heare & Sebastian Wise were a committee appointed to superintend the building of said Catholic Church in Alton appointed by the Parishioners of said Church. This Defendant admits that he is the Pastor of said Church, but denies that the said Committee authorized and appointed him to take the direct agency & Management of the construction and building of said Church and of furnishing the materials therefor and also the making of all such contracts with third persons as were necessary in and about the building said Church, and that said Committee gave to this Defendant full power and authority to have said Church built & finished according to such plan & in such manner as seemed most and proper to him; but this Defendant avers and charges the facts to be, that the names of the said Peter Wise, Bernard O'Heare and Sebastian Wise were used in connection with his own as a committee to receive proposals for building said Church but that said committee never organized themselves as a building committee and never took upon themselves any agency whatever in the building of said Church, nor did they ever authorize and appoint this Defendant to take the direct agency and Management of the construction and building said Church, but this Defendant avers that he assumed upon himself

the direct agency and management of the construction of said Church and furnished the materials therefor and made all such contracts with third persons as were necessary in and about the building of said Church, and acted in all things connected with the building thereof of his own will and upon his own responsibility.

This Defendant further answering denies ^{that} in the month of April AD 1844 or at any other time he made a contract with the said Petitioner as is first set forth by the said Petition in his said Petition; but Defendant admits that on or about the 12th day of April AD 1844 he contracted with ^{the} said Petitioner to do the carpenters work in and upon said Church for the sum of One thousand dollars according to a proposal made by the said Petitioner to this Defendant, which said proposal is hereto annexed marked A and this Defendant prays that the same may be taken as a part of this his answer and ~~insert~~ in the words and figures following that is to say,
"St Louis April 12th 1844. This is to certify that I will furnish"
"workmanship in St Pauls Church situated in Alton Illinois"
"in accordance with plans already furnished by me for "
"said Church, being understood that the above work will "
"comprise roofing, belfry, Cornices, on sides of said Church"
"laying principal floors, making doors and window sashes"
"finishing of music gallery Sanctuary &c for the sum of one"
"thousand dollars " "William Coraine"

This Defendant avers the facts in relation to said contract to be that on or about the 12th day of April AD 1844 the said Petitioner made two proposals for doing the carpenters work upon said Church, which said proposals were in writing and are hereto annexed and made part of this answer marked B and

C. That by proposal marked B the said Petitioner proposed to furnish materials for the sum of five hundred and thirty four dollars and eighty two cents and to do the work therein specified for the sum of nine hundred dollars; and

by the proposal marked C the said Petitioner agreed to furnish materials for the sum of Four hundred and Ninety two dollars and thirty six cents and to do the work specified in the same for the like sum of Nine hundred dollars; which said proposals were submitted by the said Petitioner to this Defendant, and this Defendant after considering the same refused to accept them for the reasons that in the first place he considered the prices named in said proposals, too high, and in the second place that neither of said proposals specified the finishing of the Sanctuary and Music Gallery and he was determined not to accept any proposal except one which should propose to do all the Carpenters work including the finishing of the Sanctuary and Music gallery for a specified price for the whole - and ~~that~~ after the said proposals marked B and C. were rejected by this Defendant, this Defendant agreed to furnish all the materials necessary for the Carpenters work in and upon said Church himself and to pay the said Petitioner for doing the same including the finishing of the Sanctuary and Music gallery, the sum of One thousand dollars, which said proposition the said Petitioner accepted, and thereupon turned over the said exhibit marked B and wrote upon the back thereof the proposal marked A herinbefore set forth which was accepted by this Defendant. and the said Defendant further answering says that the said Petitioner proceeded to do the Carpenters work upon said Church in pursuance of the said Proposal marked A and the said contract made between him and this Defendant as above set forth, and that in doing said work the said Petitioner proceeded according to his own plans without any dictation or interference whatever on the part of this Defendant. but whether the said work was done according to the plans exhibited to this Defendant by the said Petitioner or not, this Defendant cannot state, as said plans are in the possession of and belong to said Petitioner, This Defendant further states

that there was no particular time specified for the payment of the said sum of One thousand dollars, but that the same was to be paid as soon after said work should be done as this defendant should be able to do so; and defendant admits that the work so done by said Petitioner under the aforesaid contract as also the work done by him under the contract next herein set forth was finished on or about the 14th day of July A.D. 1845. This Defendant further answering says that it is true as stated in said petition that this defendant made another contract with said Petitioner in the Spring of 1845 for putting up the pews in said Church and that in pursuance of said contract the said Petitioner proceeded and up said Pews, but this Defendant denies that he was to give the said Petitioner the sum of Five Hundred dollars for putting up said Pews alone, and charges the fact to be that the said sum of five hundred was by said contract to be paid not only for putting up the said Pews but also to pay for any jobs or extra work not included in the contract first herein above mentioned, and was so understood by the said Petitioner at the time when he rendered his account as hereinafter mentioned - and this defendant avers that he never made with the said Petitioner for doing work upon the said Church any other or different contracts than the two contracts hereinabove set forth =

+ And this defendant further answering says that it is not true as stated in said petition that while the said petitioner was doing the said work upon said Church under the two Special Contracts set forth in said petition that this Defendant procured the Petitioner to do and perform sundry items of extra work in and about said Church and which items of extra work were not included in the work that was to be done and performed under and by virtue of said ^{two} Special Contracts and which are set out in said Petitioner's Exhibit Marked C; but this defendant avers that he never made with the said petitioner any such

Contract, or any Contract whatever in regard to any extra work not included in the two contracts herein before set forth and this Defendant avers that the work set out in said Petitioner's bill marked C, and claimed by him to be extra work is included in ~~work~~ covered by the two contracts herein before set forth, and that by said contracts the Petitioner was bound to do all the Carpenter's work upon said Church for the sum of fifteen hundred dollars, and that all the Carpenter's work done by the said Petitioner in and upon said Church is included in and covered by the two contracts herein before set forth, and this Defendant charges that the said two contracts were so understood by the said Petitioner, and when Petitioner further answering says that he cannot state the precise amount of the cost of said Church, but supposes it to be true as stated in said Petition that said Church has cost about the sum of eight thousand dollars, but this Defendant expressly charges that at the time when said Petitioner commenced to work on said Church the same had been partly erected and about one fourth of the cost of said Church had been expended thereon. And this Defendant expressly denies that he ever contracted with said Petitioner to execute plans and superintend the building of said Church as stated in said petition, or that the said Petitioner ever executed any plans or superintended the building of said Church for this Defendant and at his request; but this Defendant charges the facts to be that the said Petitioner executed and exhibited to this Defendant certain plans of the work he proposed to do in and upon said Church, which said plans were made by the said Petitioner for his own use and were taken away by him as his own property; and as to said Petitioner superintending the building of said Church, this Defendant says that the only work which the said Petitioner superintended in the construction of said Church

was his own work which he was bound to by his contract to do; that the Masons and plasterers worked upon said Church under their own special contracts, and that this defendant never either directly or indirectly gave the said Petitioner any authority to act as superintendent of the building of said Church, nor did the said Petitioner act as such Superintendants at the request of this defendant as stated in said petition except so far as the said Petitioner's own work was concerned, this defendant states that on one occasion, he authorized the said Petitioner during the absence of this defendant from Alton, to receive and pay out monies for and on account of said Church in his absence; and that while he was absent the said Petitioner did receive and pay out some monies for and on account of said Church, and that this was the only occasion when this defendant gave the said Petitioner any authority to act for him or requested him to do any thing in and about the erection of the said Church except what pertained to his own work, and even in regard to the Petitioner's own work, ~~and~~ this defendant never interfered but permitted him to do it in his own way. And this defendant supposed that for the trouble of the said Petitioner in receiving and paying out monies during his absence as aforesaid, the Petitioner did not intend to make any charge, inasmuch as he did not set up any claim for such service at the time of the settlement hereinafter mentioned -

And your Petitioner further answering denies it to be true as stated in said petition that the said sum of One thousand dollars for doing the work under the first contract, and the five hundred dollars for putting up the pews under the second contract, and the seven hundred and twenty dollars & twenty six cents for extra work and the sum of four hundred dollars superintending & planning

Said Church, more all due and payable to said Petitioner on or ~~about~~ before the fourteenth day of July 1846 and that no part of said sums of money have been paid to said Petitioner by the said Defendants; but this Defendant avers that the said Petitioner is not entitled to the said sum of seven hundred twenty dollars and twenty six Cents for extra work and the sum of four hundred dollars for superintending & planning ^{or any part thereof}, and that the said Charges are without Consideration; and that all the said Petitioner is entitled to have allowed him is the sum of One thousand dollars and the sum of five hundred dollars under the two contracts hereinbefore set forth amounting in all to the sum of Fifteen hundred dollars; that the said sum of Fifteen hundred dollars was to be paid by this Defendant as soon as he could after the work was done as hereinbefore stated, and that of the said sum of fifteen hundred dollars there has been paid by said Petitioner up to this time the sum of ten hundred and fifty five dollars ninety six and one half Cents leaving a balance of four hundred and forty four dollars and three $\frac{1}{2}$ Cents which said balance this Defendant avers is all that is now due and owing to the said Petitioner.

And this Defendant further answering says that after the building of said Church had been fully completed, and on or about day of July AD 1845, the said Petitioner and this Defendant had a full accounting together and settlement of all claims and demands of the said Petitioner for and on account of the work done and services rendered by the said Petitioner in and upon the said Church; at which said settlement this Defendant requested the said Petitioner to render his account against the said Church and requested him to enter the same in his own handwriting upon the book kept by this Defendant containing the Church accounts, and thereupon the said Petitioner

rendered his account against the Church and entered the same upon the said Church book in his own hand writing in the words and figures following that is to say

"William Craines Acct. With Church"

"per first Contracts \$1000.00"
"Extra pews, Seats &c 500.00"

all of which will fully appear from the said Church book, now in the possession of this Defendant, which he prays he may be allowed to produce, exhibit and prove on the trial of this cause if necessary and this Defendant avers that upon the settlement aforesaid, it was ascertained that there had been paid to and for the said Petitioner, for and on account of work done by him in and upon said Church the sum of three hundred and eighty dollars and fifty seven and one half cents which sum deducted from the sum of fifteen hundred dollars the amount of the said Petitioner's account, left the sum of eleven hundred and nineteen dollars and forty two and one half cents due to the said Petitioner at the time of said settlement. This Defendant further avers that since said settlement and on or about the 14th day of July A.D. 1845 he paid to said Petitioner the sum of three hundred and two dollars and at various times since he has paid to him the further sum of three hundred and seventy three dollars and thirty nine cents, making in all the sum of Ten hundred and fifty five dollars and ninety six and one half cents paid to said Petitioner for and on account of work done in and upon said Church which said last mentioned sum deducted from the sum of fifteen hundred dollars the amount claimed by said Petitioner at the said settlement, leaves due to the said Petitioner a balance of four hundred and forty four dollars and three and one half cents as above stated - and this Defendant expressly avers that the above settlement was

made after all the work of the said Petitioner had been fully completed and when the Petitioner was about to leave the City of Alton, and was made by the Defendant for the purpose of ascertaining before the said Petitioner left Alton how much this Defendant owed the said Petitioner for and on account of work done & services rendered in and upon said Church; and was a full fair, and complete settlement of all demands and accounts between the said Petitioner and this Defendant for and on account of work done and services rendered by the said Petitioner in and upon the said Church, and was so understood at the time both by this Defendant and also by the said Petitioner as this Defendant verily believes and this Defendant further says that on the next day after the said Settlement was made the said Petitioner left the City of Alton, and altho this Defendant saw the said Petitioner repeatedly afterwards, and on several times paid him money on his aforesaid account so rendered by him as aforesaid, but the said Petitioner never made or set up any claim or account different from the account so as aforesaid rendered until the commencement of this suit. This Defendant was at the time of the commencement of this suit and has ever since been willing to pay the said Petitioner the aforesaid balance of four hundred and forty four dollars and three & one half cents, but the said Petitioner refused to receive the same.

And this Defendant further answering says that he has been informed and believes it to be true, that the said Sebastian Wise has never conveyed the said Lot and Church to the said Defendant William Quarter Catholic Bishop of Chicago as alleged in said Petition but that the said Sebastian Wise has executed such conveyance, but refuses to deliver the same until he shall have been paid a consideration for said Lot; and this Defendant has been informed by said Wise that he claims the sum of three hundred dollars as the consideration for the conveyance of the said lot and Church

And that he will not convey it even for that sum unless upon the certain assurance that the lot and building thereon shall be used as a Catholic Church, but as to the said alleged conveyance of said lot & church and the consideration therefor, this Defendant knows nothing of his own knowledge and this Defendant having now fully answered the said Petition prays to be herein dismissed &c.

Michael Carroll

State of Illinois }
Madison County }

St. Michael Carroll being duly sworn doth depose and say that the foregoing answer by him signed and the matters and things therein stated, as far as the same are stated upon his own knowledge, are true; and so far as the same are stated upon information derived from others, he believes to be true

sworn to and subscribed before me this 16th day of August A.D. 1847

James Webb J. P. (Seal)

Michael Carroll

A

St Louis April 12th 1844

This is to certify that I will furnish workmanship in St Pauls Church, situate in Alton Illinois in accordance with plans already furnished by me for said Church, being understood that the above work will comprise roofing Belfry cornices on sides of said Church, laying principal floors, making doors, and window sashes finishing of music gallery, Sanctuary &c for the sum of one thousand dollars

William Craine

Exhibit B

Pine Oak or Poplar

138 joists 14 ft long 11 by 2 1/4 inches making 4000 3/4 x Altou
 155 do 12 ft do 6 by 2 1/4 do do 2325 " x "

Pine for Roof

5 pieces 45 ft long 9 by 12 or 14 inches making 2025
 8 do 23 ft do 9 " 9 " " " do 1240
 4 do 12 ft do 9 " 12 " " " do 432
 8 do 8 ft do 9 " 9 " " " do 432
 4 do 37 ft do 4 " 6 " " " do 296
 4 do 25 ft do 4 " 6 " " " do 200
 62 do 24 ft do 3 " 4 " " " do 1488 x
 3000 ft 2nd or 3rd rate 1/4 inches white or yellow pine
 Brackets 3000 x

Brackets to receive Cornices 250

1/2) 15688

The white pine previously noticed will fall short of 1/2, 7844

\$ 235.32

2550 ft of Pine flooring, milled @ \$40.00 per thousand 102.00

31 thousand Shingles -- @ 2.50 per do 77.50

1000 ft clear W. pine -- @ 30.00 per do 30.00

Iron Straps, bolts, nails, hinges, and locks 90.00

Cost of Materials \$ 534.82

Workmanship 900.00

Total \$ 1434.82

This is a proposal for roof, cornices, Cupola with balcony, doors, Sashes, floors, of nave, and Sanctuary, together with rooms for vestments &c - being the entire principal floor throughout, also three steps to Sanctuary and three to Altar

Extra

The trimmings or finishing of Sanctuary is worth \$ 500.00 including materials and Workmanship

The trimmings or finishing of Music gallery is worth about two hundred dollars, including materials and Workmanship, though a variation might be made from this amount.

by the manner and style of its finish upon which
 You will hereafter determine -

Exhibit C

St Louis April 4th 1844

Rev^d Sir

It affords me pleasure even at so late a
 date, to forward to you my proposal and plans &c for
 Altar, though they should have been forwarded during
 the past week but now detained in consequence of the
 many engagements with which I have been connected since
 my return to St Louis

With respect I submit the following prices with
 account and remain Your humble servant
 William Crain

To the Rev^d M. Carroll

<u>Pine, Oak, or Poplar</u>		ft	in
138	pieces 14 ft long 12 by 2 1/2 inches making	4830.	"
155	do 12 ft do 6 " 2 1/2 do - do	2325.	"

<u>Pine for Roof</u>			
5	pieces 45 ft long 9 by 12 or 14 inches making	405.	0
8	do 23 ft do 9 " 9 inches - do	1288.	0
4	do 12 ft do 9 " 12 do - do	432.	0
8	do 8 ft do 9 " 9 do - do	448.	0
4	do 37 ft do 4 " 6 do - do	296.	0
4	do 25 ft do 4 - 6 do - do	200.	0
	1 Bracket to receive cornice do	300.	0
3000	ft 2nd or 3rd rate 1 1/2 inches white or G. pine Boards	3500.	0

1/2 } 13524. 0
 6762. 0

	<u>Yellow Pine</u>	202.	86
2550	ft flooring wrought @ 40.00 per thousand	102.	00
31	thousand Shingles @ 2.50 per do	77.	50
1000	ft clear white Pine @ 3.00 per hundred	30.	00

Iron Straps bolts &c	50.00
Nails	30.00
	<hr/>
	\$ 492.36
Price of materials brought over	492.36
Workmanship &c	900.00
	<hr/>
	\$ 1392.36

P.S. The materials are at St Louis prices, and I think from information would not have any addition except freight on that which could not be obtained in Alton which could ^{be} readily procured here —

This proposal is for enclosing Church with roof doors and windows and guides for Music gallery floor and Altar with steps thereto. it does not include the steps or crop which would cost from fifty to one hundred dollars, nor the finishing of Altar nor Music gallery, pews or benches

My bill is low and my present situation affords me an opportunity of attending to it not being otherwise engaged.

You will confer a favour on me by answering at as early a date as you can conveniently

I Remain Your Obedient Servant

To the Rev M, Carroll

Wm Craine

And afterwards on the 19th day of August AD 1847 the Petitioner filed his application to the said answers as follows

Wm Craine

vs

Sebastian Wise et al

Petition for lien

And the said Wm Craine by Wm Martin his attorney, comes & says

that the answers of the said Michael Carroll, Sebastian Wise and Peter Wise, are not true as therein alleged & that the complainant will maintain & prove his petition

as the said Court may direct &c

W^m Martin Atty for Compt
Now at the August term AD 1847 of the Circuit Court
of Madison County aforesaid holden at the Court house
in Edwardsville, to wit on the 21st day of August, the fol-
-lowing Order and Judgement was entered in said Cause
William Craine

vs
Michael Carroll, Peter Wise
Bernard O'Hare, Sebastian
Wise and William Quarta

Petition to Secure a Lien
under the Mechanics Lien
Law.

And now at this day
comes the Petitioner William Craine, by William Martin his
attorney, and the said Michael Carroll, Peter Wise, Sebastian
Wise, and William Quarta defendants herein, by Davis &
Edwards and Joseph Gillespie their attorneys, come & it
appearing to the Court that the defendant William Quarta
has been duly served with a process in this cause, & failing
to answer the Petition herein according to the rules of the
Court the default of the said William Quarta was entered
against him, and the Petition as to him taken as confessed.
And the defendants Michael Carroll, Peter Wise, and Sebastian
Wise, upon whom, only, in connection with the defendant
William Quarta process in this cause was duly served,
having filed their answers to the petition of the said
William Craine, to which answers, replications were filed
whereupon the cause came on to be heard & by consent
of all the parties herein it was agreed that the cause
should be tried by the Court, whereupon the Court having
heard the testimony, on both sides & having diligently
examined all the pleadings in said cause & being
sufficiently advised of and concerning the matters
in controversy herein, doth find that there is due to the

Petitioner William Craine the sum of Nine hundred and One dollars and twenty five Cents, for work and labor done and performed by him the said William Craine as a Carpenter on St Peter and St Paul's Church Alton, which Church is erected and built, upon the following described piece and parcel of Land, in the Town (now City) of Alton in the County of Madison & State of Illinois & bounded & described as follows To Wit being a part of Lot Number Two (2) in Block Fourteen (14) being fifty feet (50) wide by Seventy two (72) feet deep & is bounded as follows, Beginning on the North side of Third Street at the Corner of Third Street and Court Square which is the South East corner of Lot Two (2) in Block Fourteen (14) & running thence Westwardly on the North side of Third Street fifty feet; thence Northwardly parallel with Court Square Seventy two feet; thence Eastwardly parallel with Third Street fifty feet (50) to Court Square; thence Southwardly on the West side of Court Square Seventy two feet to the place of beginning, Whereupon the Defendants by their attorneys moved the Court for a new trial for reasons filed which motion being considered it is Ordered by the Court that the said motion be ~~overruled~~

It is therefore Ordered considered and adjudged by the Court that the said Petitioner William Craine recover of the said Michael Carroll, Peter Wise, Sebastian Wise & William Dewart the ^{said} sum of Nine hundred & one dollars and twenty five Cents so found due to him as aforesaid, together with the costs and Charges by him in and about this Suit by him made and expended, & that he have a Special Execution therefor to be issued out of the Clerk's Office of the Madison Circuit Court and to be levied upon the property hereinbefore described which property including the Church the Court also finds to be liable to the payment of the said nine hundred & one dollars & twenty five Cents & the costs of Suit & that

A Sale of Said Property shall take place to pay said amount of money; after the sale is made the Sheriff shall first deduct from the proceeds thereof the costs & expenses of Court & of making said sale, and from the balance of said proceeds next to pay the Petitioner the said sum of nine hundred & one dollars & twenty five cents; that the balance if any shall remain in the Sheriffs hands shall be paid over to the parties legally entitled thereto, under the direction of the Court &c

And afterwards on the 25th day of August 1847 the following Bill of exceptions was filed

William Craine

vs

Michael Carroll et al

Be it remembered that on the trial of this cause before the Court for the purpose of expediting the cause the Defendants were allowed to introduce testimony for the purpose of proving an alleged settlement between the parties as set up in the answer of the Defendant Michael Carroll; and thereupon they introduced the book containing the account of said Church which belonged to the Priest Michael Carroll, in which was written the account in words and figures following that is to say

William Craine 1844 18 th		Church outlay by W ^m Craine for Rev M Carroll 1844	
Aug 28 W ^m Craine received the sum of	139 00	Sept 3 P. Bullen Cash order on P. Wise	20 00
Mar 8 W ^m Craine received the sum of	5 15	" 10 M. Richardson Cash	30 00
May 1 st W ^m Craine rec ^d the sum of	57 00	" A. Richardson ^{order on P. Wise}	7 00
" 23 W ^m Craine Cash	10 00	Nov 4 Received from Rev M. Carroll	
* One Gold pen	4 00	Through Mr Tho ^s Clifford the sum of	214 00
Nov 2 W ^m Craine received the sum of	57 00	And from David and his brother	
" 7 th W ^m Craine do " do "	3 50	Patrick Ryan	100 00
21 W ^m Craine - Brots	14 00		314 00
26 W ^m Craine Cash	30 00	Said out in the following manner	
29 W ^m Craine Cash	57 00	Nov 5 Messrs Landy & McCaffrey	40 00

July 5 th Wm Craine do	15 11	" 6 Hayden & Pierson	86 62
pr Messrs Clifford & Ryan ^{add}	370 65	11 Misc front door hardware	2 68
By Board &c	314 11	19 Hayden & Pierson	9 60
	114 11	Dec 4 do " do	7 57 1/2
	\$ 798 65	" 4 Messrs Burns & Co	20 50
Deduct Outlay for Materials	418 17 1/2	Mr do " do lime	13 7/6
Am't Paid	\$ 380 57 1/2	Stone &c draying	8 25
		Dec 20, 1 Keg 80 nails Clifford's Cash	5 50
		" 21 Screens pr Mr Hearty	8 1/2
		1 lb 12 ^d nails	10
		Sand paper	30
			194 62 1/2
		Outlay from June 26 th 1844 to May 1845 being for Materials	223 15 1/2
			<u>418 07 1/2</u>

And on a page further on in said book there was another account in the words and figures following to wit

Balance of acct in favor of Wm Craine's acct with church			
Church, closed in July 1845	\$380 57 1/2	for first contract	\$10000 00
Cash paid on 14 th July -	302 11	Extra - Pews Seats &c	500 50
Turners do do	2 50		
Paid at Bank of St Louis	100 00		
September 4 th 1846 Paid	271 89		

Which items on the right hand side of said account were admitted to be in the hand writing of said Craine

The defendants then introduced ^{one} Thomas Burke who was sworn and testified that he had lived with the Defendant Michael Carroll and kept the accounts for boarding the hands at work on the church that defendant Carroll boarded the hands for the Petitioner for which the Petitioner was to pay the Church: that some week or two after the dedication of the Church and after

the work had all been done upon the Church except putting up the Bell frame which the hands were engaged in at the time; Petitioner and Defendant Carroll were in the room of Carroll - that they commenced to settle accounts at between nine and ten O'clock A.M. - that Crain did all the writing on that occasion - they first spoke of the board - that he witnessed gave in the account of the board to them, and that after being engaged sometime in regard to that, they spoke of the one thousand dollars contract and after that one of the parties said, what about the pens; when, as witness thinks Defendant Carroll said they were to be four hundred dollars. we have not spoken of them since we were on board the Steam boat, but I want you to do what is right between yourself and the Church, I have no personal interest in the matter, that Petitioner stood for some time in Amaze and then wrote upon the book and got up and throwing down the book said we will make it fifteen hundred dollars. that then Petitioner and defendant Carroll went to dinner and did not return again to the room of Carroll. that witness understood it to be a final settlement of their accounts, that the parties appeared to be satisfied and on good terms with each other all the time, witness afterwards stated that by the word "Amaze" he did not mean that Petitioner was astonished or surprised, but only that he was studying or musing.

The Defendants then closed their case, having been permitted to proceed for the purpose of proving the alleged settlement in order to prevent a useless consumption of time in the investigation of matters anterior to the alleged settlement.

The Petitioner's Counsel then stated that he could prove that the value of the work done by him so far exceeded the sum of fifteen hundred dollars as to satisfy the Court that the alleged final settlement had not been had between the parties as alleged by the defendant Carroll. The Petitioner was then permitted to introduce witnesses, and first introduced one Booz who was sworn and testified that he was a Carpenter and lived in Allow. that in the

fall of 1843 he was called upon by Sebastian Wise one of the Defendants who informed him that Peter Wise, Bernard O'Hare Michael Carroll, Thomas Clifford and himself were a building Committee to receive proposals for the building of a Catholic Church in Alton to be called St Peter and St Paul Church, and invited him to put in a bid. That witness put in a bid to do the Carpenters work on a Church which was \$800 that sometime afterwards he had a conversation with the Wises and they informed him that the bid of one Chaney to do the Carpenters work had been accepted by the Committee, which was about \$1170 or \$1180 that they informed witness that taking into consideration Chaney's Subscription to the Church and some difference in the plan, they thought his ^{the} best bid, Witness stated that Chaney went on and did work to about the amount of three hundred dollars - that the work under the proposals when he bid was to be done in very plain style and not near as expensive as the plan on which the Church was built, That afterwards and about May 1844 and after the first story of the stone work was up, Witness saw Petitioner at work on the Carpenters work of the Church. That Chaney expected to go on with the work, and the first thing he knew, Craine was at work on it, Witness had been informed by Sebastian Wise that Thomas Clifford was one of the building Committee, but afterwards learned that he was not Chaney was to furnish materials in his proposals.

Petitioner then introduced one Bigelow who was sworn and testified that he was a Carpenter and lived in St Louis that he had been engaged in that employment ever since he was out of his apprenticeship, that upon request of Craine he examined the work in the Catholic Church in Alton and found that it was finished in accordance with the plan exhibited by him marked (A) except in some unimportant particulars was not able to inspect all the work mentioned in Exhibit A in Petitioner's bill as some of the

work was covered up and other portions were so elevated that he could only judge of it from its general appearance that all the work mentioned in Exhibit A in Petitioners bill ~~is embraced~~ in the contract in the Defendant Carrolls answer marked A - in other words in one thousand dollar contract. That he thought five hundred dollars a fair price for the pews as charged in exhibit B in Petitioners bill. That in relation to the work mentioned in Petitioners bill marked exhibit C says it is difficult to say what was or was not extra work or what was not included in the one thousand dollar contract, as it was so general, Witness considered all the work charged in Exhibit C in Petitioners bill was extra work not included in the one thousand dollar contract, and that the prices charged in the bill were generally correct. Witness stated that he was not a professed architect but drew his own plans for his own use, that the usual charge for Superintending a building varied from two to five per cent that for buildings like the Church spoken of, it was frequently as high as five per cent upon the whole cost. That he always superintended his own work unless there was a Superintendent over him that every person who takes a contract in a building such as a Stone mason, plasterer, painter, &c always superintends the work under his immediate charge - that witness never charged any thing extra for Superintending when he had a contract. That it was usual for persons who were building to make out a plan for their own use in erecting the same. There were two plans of the Church presented to the Court marked (A) (B) also a plan of the interior marked (C) Mr Bigelow testified that the Church was finished according to the plan marked (A) and that the Carpenters work necessary to finish said Church according to said plan marked (A) was much more expensive than the Carpenters

work of the Church would be if done according to the plans marked (B) and (C) and that there was a marked difference in said plans as to the cost of the Carpenter work necessary to carry them out, and that the Carpenter work was done on the plan marked (A) all which plans are made part of this bill of exceptions, and that all the work mentioned in Petitioners exhibit A, B & C, has been done on the Church and that the same is worth about the prices charged therefor. That the difference in plans is very evident in the style and size of the doors, the height and finish of the tower, ~~the~~ and finish of the cornice, horizontal flutes and front, also the elliptic window in end of Church, the circular steps going up to the altar, the addition of two altars on each side of the principal altar, the railing in front thereof and the small rooms constructed under the music gallery -

The Petitioners then introduced one Brennan who was sworn and testified that he was in the employ of Craine in St. Louis and came up with him about the 1st of May A.D. 1844 to work as Carpenter in his employ, and continued to work until the Church was finished - That Petitioners and his men worked from about the first of May 1844 until about the first of August 1844 under plan marked (B) and that the Defendant Carroll knew that the work was going on under said first plan and approved it and made no objection to the building of the Church on that plan - That on the 1st of August 1844, the plan was changed and the work was finished under plan marked (A) - He never heard any thing said between Carroll and Craine about changing the plan; but saw Craine in Carrolls room making out the plan marked (A) in August 1844 and that Carroll got a wooden frame made for it to take it on East with him when he went and that the plan was hung up in Carrolls room, that he never heard any thing said about a change of prices for the work done under the different plans

The petitioner Craine superintended the work done on the building and gave instructions to the Stone Masons, plasterers and painters upon the building and was very attentive and witness thinks competent. That he heard Carroll once say that he was to give five hundred dollars for making the piers, but cannot tell at what time he heard it. Witness does not know whether the work changed in Exhibit C of petitioners bill was embraced in the contract marked A in the audience of Carroll or not - he thinks that some of it would not be embraced in the contract and other portions of it might be - Witness cannot state the difference in the value of the work done under plan (A) over what it would have been worth if done under plan (B), but thinks that the work done under plan (A) is the more costly that he told Crain at one time that if he was in his place he would not work under the new plan unless he was paid for it. That belfry and cupola and the same thing and Sanctuary includes all within the railing in front of the altar. The bell frame was made of timbers 8 by 10 and was about four feet one way by five the other and witness thinks thirty five dollars about what it was worth, but cant be positive.

The petitioner then introduced one McGuire who was sworn and testified that he boarded Craines, hands for Mr. Carroll and saw Craine in Carrolls room making out plan (marked A) in August 1844. that it was Carrolls sitting room and Carroll was in there frequently while Craine was making it out and that it was hung up in the room and Carroll showed it to strangers as the plan of the church - Witness thinks Carroll took it on to the East with him whither he was gone about three months to solicit donations for the church - that Carroll was in a hurry to have it done - Craines hands had left off boarding with him several weeks before the dedication of the church, and the Carpenters work was about finished when they left. Witness is not a workman or mechanic and cannot say whether the work was finished according to plan (A) or (B)

the work however looks to him like that represented in plan (A) except at the top of the cupola or belfry which looks different somewhat. Witness understood that Craine and Carroll were having some settlement, at the time spoken of by Beute, but went out of the room when they came in and knows nothing more about it. Witness knows nothing whatever about the prices of the work under the different plans and never heard any thing said about change of plans or prices.

The Petitioner then introduced one Richardson who was sworn and testified that he worked at the Stone work on said Church in the employ of Patrick Cullen who was the contractor to do the Stone work. That whenever he wanted any information in regard to his work he most generally went to Craine that he did not consider Cullen capable of directing the work at all times - witness stated that Craine was always ready to give advice or information to the hands - witness never heard Carroll direct any of the hands to go to Craine for instruction.

That he always went to Craine because he thought he knew more about it than any body else.

The Petitioner then introduced One Burris who was sworn and testified that he took the contract to do the plastering on the Church and that at one time when one of the hands in his employ did some plastering, and when he returned Craine told him that he had better take it off and do it over again, and that he witness instructed the person who had done the job to scratch it off and put it on in a better manner which was done by Witness. He further stated that Craine had made a vault for him of wood to enable him to plaster over the Gothic windows, which he witness left in the Church. that the vault was as necessary to him as his Tomell, and the work could not be done in a proper manner without it. and that it was made by

Craine for him at his request and Carroll never said any thing to him about it. Witness stated that Carroll had agreed to furnish him assistance in putting up the Scaffold for the

Plastering, and that Carroll ordered Witness to call on Craine for help to put up the Scaffold, that Craine helped to do it & that it was a disagreeable job and that ~~he~~ did not like to do it - does not know what Craine's share was worth nor how many days it would take - that Craine was ready to instruct any body about the building who would ask him that the price of putting up the scaffold was worth \$9.50 and that it would be worth the same to take it down.

The Petitioner then introduced one John Mulledy who was sworn and testified that he hauled water and materials for the Church sometimes at the request of one Contractor and sometimes of another and sometimes at the request of Craine - that he had a claim of about 18 or 19 dollars against the Church for his services but that it was unsettled, that he looked to the Church for his pay, that he considered each contractor who had undertaken work upon the Church was competent to Superintend his own work. That Craine seemed to be very officious about the whole concern. Witness did not consider him as Superintendent of any thing but his own contract. That he believed Craine was kind about giving advice to the hands on the work when solicited by them.

Petitioner then introduced one Giombetti who was sworn and testified that he had at the request of Defendant Carroll written to one Beltrammis an Italian to St Genevieve to come up and do the painting upon the Church - that he came up and witness went with him to the Church where they found Carroll - that witness knows nothing of a contract between them, but that Beltrammis went on and finished the painting of the Church - that he was an excellent painter and knew more about it than Mr Craine, that Beltrammis told him that Craine had painted or sketched two little Crucifixes and that they were very badly done - knows nothing about Craine's superintending work done on the Church.

This was all the material evidence adduced and the
defendants counsel having moved for a new trial & because
the finding was against the evidence the said motion is
overruled by the Court, whereupon the defendants Counsel excepts
to the decision of the Court, in overruling said motion and
tenders ^{his} bill of exceptions and asked that it may
be signed and sealed by the Court which is done

G. Koerner Seal

It is agreed that the plans that were used on the trial will be
presented to the Court, that they may be properly referred to by
their letter marked thereon; and that in the Supreme Court they shall
be presented them by Braine and used on the hearing as a part
of the bill of exceptions & a part of the case, that when so used
the said Braine may withdraw them from the files of the
Supreme Court, said plans being the private property of said
Braine

William Martin atty for
Braine

Edmonds, Davis & Bullispe atty for
Defendants

State of Illinois }
Madison County } s

I William Y Brown Clerk of
of the Circuit Court of said County
Certify that the foregoing exemplification is a true and
correct transcript of the Record, Process, and Proceed-
ings in the cause therein entitled as fully and
completely as the same is on ~~an~~ file and of Record
in said Court In Testimony Whereof I hereto
set my hand and affixed the Seal
of the Circuit Court aforesaid at
Edwardsville October 1st 1817.

Wm. Y. Brown C.R.





Fee for this Transcript
paid by Dept. \$22.00

Michael Carroll, Peter Wise
and Sebastian Wise impl.^d
with Bernard O'Hara & William Duarte

In the Supreme Court
Appealment of error
Plaintiff in error

vs
William Craine

Defendant in error

And the said Michael Carroll, Peter Wise
and Sebastian Wise impleaded as aforesaid, by Gillespie Davis & Edwards
their attorneys come and say that in the record and proceedings aforesaid
and in the rendition of the judgment aforesaid, there is manifest error in this:

- 1st The said judgment is contrary to the law and the evidence.
- 2^d The said judgment was given in favor of the Plaintiff when
the same should have been given in favor of the Defendants
- 3^d The said judgment was rendered for a greater amount than
the evidence warranted.
- 4th The Court erred in overruling the Defendants motion for
a new trial.

In which error the said Plaintiff in error pray that the said
judgment may be reversed and set aside &c.

Gillespie Davis & Edwards
Attorneys for Plff. in error

And now at this day comes the said William
Craine, defendant in Error, by Wm Martin
his Counsel, & says that in the record &
proceedings aforesaid & in the rendition of
the judgment of the Circuit Court aforesaid
there is no Error, & says that the Court
here shoned in all things affirm said
judgment &c.

Wm Martin, Atty
for Def. in Error

The Clerk of the Supreme Court
will cause the writ of error to be
made & Supersedes upon ~~Stung~~ ^{Stung} ~~to~~ ^{to}
or any one of them entering into
Bond in the Penalty of \$1902.50

Conditioned as in case of appeal, with
Andrew Rundle & Bernard Caballier
~~for~~ ~~the~~ ~~sum~~ as securities provided
said ~~securities~~ ^{securities} ~~either~~ ^{either} of them
shall make & file here with
an affidavit, that he worth over
above all his debts the sum of \$1000.

Oct. 23. 1849.

Saml D Lockwood
Judge

In the Supreme Court
Michael Carroll, Peter
Wise and, Sebastian Wise
...impl &c.

William Craine

Records

Filed Nov 6 1849
R B Stewart
By Atk & Dove (his S. C.)

Rec'd \$5.00. R. B. S.
By A. S.

Supreme Court

Michael Carroll et al
vs

William LeRaine

Record

13705

Here Modified

Fees Laid